COUNTY OF LOS ANGELES
FIRE DEPARTMENT
1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294

(213) 881-2404

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

March 31, 1998

Gregory Korduner, City Administrator
City of El Monte
11333 Valley Boulevard
El Monte, CA 91731

Dear Mr. Korduner:

Please find enclosed an executed original Agreement for Services By and Between the Consolidated Fire Protection District of Los Angeles County and the City of El Monte.

We are still gathering actual costs for the conversion costs. As soon as all of the schedules are finalized, we will send them to you for your approval and signature.

Please call me if you have any questions or need any assistance.

Very truly yours,

JOHN Y. GEE, CHIEF
PLANNING DIVISION

JYG:dkj

Enclosure

MASTER COPY OF THE

AGREEMENT FOR SERVICES BY AND BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE CITY OF EL MONTE

THIS AGREEMENT DATED:

NOVEMBER 27, 1997

FILE

A - ORGANIZATION FIRE DEPT.

YEAR 1997

AGREEMENT FOR SERVICES BY AND BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE CITY OF EL MONTE

THIS AGREEMENT is made and entered into this 25th day of November, 1997, by and between the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, hereinafter referred to as the "DISTRICT," and the CITY OF EL MONTE, hereinafter referred to as the "CITY."

WITNESSETH

WHEREAS, CITY has decided to annex to DISTRICT for fire protection, hazardous materials, emergency medical, and all related services as authorized by Government Code Section 55632 and pursuant to the provisions of Section 56848.3 of the Government Code of the State of California; and

WHEREAS, it is the desire of the parties hereto to resolve, by this Agreement, certain matters which are related to such an annexation and the delivery of such fire protection, hazardous materials, emergency medical, and all related services in the CITY by the DISTRICT.

SECTION I. ANNEXATION EFFECTIVE DATE AND WITHDRAWAL FROM THE DISTRICT

(A) The effective date of this Agreement shall be the date approved by the Board of Supervisors of Los Angeles County which is November 25, 1997, and this Agreement shall continue in effect until such time as the Agreement is terminated or otherwise renegotiated.

(B) The provision of service shall commence at 0800 hours on MAR 16 1998, 199__, hereinafter referred to as the "commencement date of service" (to be established by the DISTRICT FIRE CHIEF).

(C) The date of annexation of CITY to DISTRICT shall be the date of recordation which shall be on or near the commencement date of service.

(D) CITY shall remain a part of DISTRICT for ten (10) years as of and from the commencement date of service. Subsequent to the initial ten-year term, this Agreement shall be automatically renewed from year to year. CITY may withdraw from DISTRICT anytime after the conclusion of the initial ten-year contract term subject to the requirements in Sections I and III herein.

(E) DISTRICT or CITY shall give at least one year's prior written notice to the other for termination of this Agreement and withdrawal from the DISTRICT anytime after the conclusion of the initial ten-year term, in accordance with Section I hereof. A notice of termination shall specify the date of termination and shall be sent to the addresses listed in Section III (I) herein or as subsequently changed by either party in writing.

(F) If the Agreement be is terminated by either party, the CITY shall initiate detachment proceedings through the Local Agency Formation Commission (LAFCO). The parties shall exercise best efforts to cause the detachment proceedings to be accomplished concurrently upon 'he date of termination indicated in the notice of termination. The party who terminates the Agreement, including any subsequent amendments, shall bear the cost of all fees associated with detachment of the CITY from the DISTRICT. Fees shall be defined as LAFCO fees, the State Board of Equalization fees, and any similar fees of this nature but shall not include any Board of Supervisors' or CITY administrative fees or attorneys' fees.

(G) A review of the terms and conditions of the Agreement may be initiated at any time by either party upon written notice to the other. Modifications may be made to the Agreement upon written consent of both parties, which consent shall not be unreasonably withheld or delayed. The parties agree to negotiate in good faith and deal fairly with respect to performance of this Agreement and to any proposed modifications to this Agreement.

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SECTION II. SERVICES

(A) Services to be provided by DISTRICT to CITY include all fire protection, hazardous materials services, emergency medical services which include paramedic services, enforcement of the Fire Code and other appropriate ordinances, fire cause and arson investigation, plus all DISTRICT support services including, but not limited to, supervision, dispatching, training, equipment maintenance, supplies, and procurement, collectively referred to as "services."

(B) The power and authority relating to the rendition of services, the standards of performance, the discipline of personnel, and other matters related to the performance of such services and control of personnel so employed by DISTRICT shall remain within the sole discretion of the DISTRICT.

(C) All code enforcement, plan check approval, and other fire prevention activities shall be in accordance with the County of Los Angeles Fire Code and DISTRICT ordinances, regulations, standards, policies, and procedures.

(D) Transportation of a patient to a hospital in a medical emergency is not provided by DISTRICT. Emergency transport is provided under a City of El Monte/County of Los Angeles contractual arrangement with a private ambulance company licensed to operate within Los Angeles County.

(E) DISTRICT will participate in and support community emergency preparedness, education, training, and exercises. CITY shall retain responsibility for CITY's internal emergency management and related programs.

(F) Without cost to DISTRICT, CITY shall, within the legal boundaries of the CITY, retain responsibility for providing a water system including fire hydrants capable of supplying adequate water fire flow to DISTRICT. CITY shall cooperate with and assist DISTRICT in requiring that the CITY water department or other local water purveyors provide adequate water and hydrants for fire protection purposes within CITY without cost to DISTRICT.

(G) DISTRICT shall annually inspect all fire hydrants within CITY to ensure that fire

hydrants are mechanically operable and capable of delivering water. DISTRICT shall notify CITY water department or other local water purveyors, in writing, of any maintenance requirements as soon as possible after such inspections and at any other time DISTRICT becomes aware of maintenance or repair requirements. DISTRICT shall not be liable to pay CITY water department or any other water purveyors for hydrant installation, repair, maintenance, or rental fees or any other related costs or expenses.

(H) The transference of 9-1-1 calls to the DISTRICT by the CITY's Public Safety Answering Point shall be performed without cost to the DISTRICT.

(I) Nothing in this Agreement precludes the future expansion, closure, consolidation, or relocation of the fire stations referenced herein if such action is mutually beneficial to and agreed upon by both CITY and DISTRICT.

(J) Any agreed-upon adjustments in staffing may cause adjustments in the determination of the Annual Fee, as specified in Schedule 1 attached hereto.

SECTION III. ANNUAL FEE FOR SERVICES

(A) As provided for in the State of California Government Code, Section 56848.3, CITY shall pay an annual fee for DISTRICT services, hereinafter referred to as "Annual Fee." DISTRICT shall be paid monthly, in advance, from funds of CITY for the performance of the services referred to in Section II hereof. The Annual Fee shall be determined by the method specified in Schedule 1, attached hereto and made a part hereof. CITY shall pay DISTRICT one-twelfth (1/12) of the estimated or actual Annual Fee monthly, in advance, on or before the first day of each month. The one-year period for payment of the Annual Fee is defined as July 1 through June 30, herein referred to as "fiscal year."

(B) It is understood and agreed upon that ninety (90) days prior to the commencement of each fiscal year, DISTRICT shall submit a proposed estimate of the Annual Fee (estimated Annual Fee) for rendering services within the CITY for the ensuing fiscal year. This estimated Annual Fee shall include costs of DISTRICT salary and employee benefits and overhead.

Salary and employee benefits and overhead costs, as applied to the CITY's estimated or actual Annual Fee, shall be consistent with DISTRICT's actual cost.

(C) As soon as actual cost information is available, DISTRICT shall provide CITY a statement of the actual Annual Fee (actual Annual Fee) for rendering services during the current fiscal year which shall also include a summary of all credits due CITY or additional financial obligations of the CITY. If the actual Annual Fee is less than the estimated Annual Fee, the DISTRICT shall credit CITY for the difference, which amount shall be deducted from the first monthly invoice and, if applicable, the second monthly invoice subsequent to the statement of the actual Annual Fee. If the actual Annual Fee is greater than the estimated Annual Fee, the additional amount due DISTRICT will be paid by CITY during the subsequent fiscal year as follows. One-twelfth (1/12) of such additional Annual Fee shall be added and paid in each of CITY's subsequent twelve (12) monthly payments.

(D) A limitation shall be placed on increases in the amount of actual Annual Fee to be paid by CITY each year, hereinafter referred to as "Annual Fee Limitation." For purposes of calculation of the Annual Fee Limitation, the Annual Fee shall not include any credits or rebates of any kind. This Annual Fee Limitation shall be subject to annual change after the initial five-year period of this Agreement. During the initial five-year period, the Annual Fee Limitation shall be limited to 6.5% per fiscal year. After the initial five-year period, during each subsequent fiscal year, the Annual Fee Limitation shall be the average of the immediately preceding five years' percentage increases in the actual Annual Fee plus one percent (1%).

Any increases in costs necessitated or mandated by legislative or judicial decisions or actions, other than penalties or punitive damages due to negligence of DISTRICT, shall not be subject to the Annual Fee Limitation and shall be due in any fiscal year in which they occur.

(E) In any year where the CITY's actual Annual Fee, as determined in Section III (C) herein, exceeds the preceding fiscal year's actual Annual Fee plus the applicable Annual Fee Limitation, hereinafter referred to as "Annual Fee Limitation excess," payment of the Annual

Fee Limitation excess shall be deferred to a subsequent future fiscal year(s) where the increase in the actual Annual Fee for that fiscal year over the preceding fiscal year is less than the Annual Fee Limitation. The Annual Fee Limitation excess will be repaid by CITY in any subsequent fiscal year(s) to the extent the actual Annual Fee increase in that fiscal year is less than the Annual Fee Limitation for that fiscal year. One-twelfth (1/12) of such Annual Fee Limitation excess shall be added and paid in each of CITY's twelve (12) monthly payments for the subsequent fiscal year(s).

In the event CITY withdraws from the DISTRICT or DISTRICT terminates this Agreement, any unpaid Annual Fee Limitation excess shall be due and payable to the DISTRICT no later than the effective date of withdrawal. Should a credit be due the CITY from DISTRICT, a refund shall be paid to CITY no later than the effective date of withdrawal.

(F) With the exception of the lease/purchase of the Quint, conversion costs, as specified in Schedule 2 attached hereto and made a part hereof, shall be charged to CITY and shall be paid in thirty-six (36) equal monthly payments, which amount shall be added to the monthly invoices for the Annual Fee commencing with the first month's Annual Fee invoice or as soon as the amount of the conversion costs is available.

(G) CITY shall pay all annexation processing fees by check directly to and upon request by DISTRICT. Such fees are anticipated to be:

State of California Board of Equalization	$ 300.00
County of Los Angeles Local Agency Formation Commission	$5,000.00

(H) Fire protection, hazardous materials, emergency medical, and all related services, as set forth in Section II herein, shall not be performed by DISTRICT hereunder unless CITY shall:

1. Have available funds previously appropriated to cover the Annual Fee.

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2. Have paid, when due to DISTRICT, the monthly payments for the Annual Fee from the previously appropriated funds.

(I) DISTRICT shall invoice CITY at least thirty (30) days in advance of any scheduled monthly payment. Payment of all invoices resulting from this Agreement shall be due and payable thirty (30) days from the date of invoice. Invoices and general notices shall be sent to CITY at:

City of El Monte, City Hall, Finance Department
11333 Valley Boulevard
El Monte, CA 91731

Payments shall be sent to DISTRICT at:

Los Angeles County Fire Department
P. O. Box 54740
Los Angeles, CA 90054-0740

General notices shall be sent to DISTRICT at:

Fire Chief P. Michael Freeman
Los Angeles County Fire Department
1320 North Eastern Avenue
Los Angeles, CA 90063-3294

Either party shall notify the other, in writing, of an address change.

(J) If the commencement date of service is in the middle of any month, the pro rata share for that month and full payment for the following month shall be paid in advance. The pro rata monthly share shall be calculated as follows:

Divide the Annual Fee by 365 days (daily rate) and multiply the daily rate by the number of days remaining in the month as of the commencement date of service.

(K) Interest shall be added to any payment invoiced by DISTRICT and that is received by DISTRICT after the due date (late payment). The interest rate on any late payment shall be established as the prevailing prime lending rate for Bank of America or any successor financial institution as of the first day payment is late. The period for computing this interest shall commence the day following the payment due date and end one day prior to the date of receipt

of payment by the DISTRICT. The interest payment shall be computed as follows:

$$\frac{\text{No. of Days Late}}{\text{365 Days}} \times \text{Prime Lending Rate} \times \$ \text{ Amount of Payment} = \text{Late Payment Interest Charge}$$

(L) The Annual Fee in this Agreement is based upon the CITY boundaries and service requirements as of the commencement date of service of this Agreement.

(1) Should CITY annex additional areas from which DISTRICT receives property taxes, DISTRICT shall continue to receive its full share of property taxes DISTRICT generates from those areas with no adjustment to the Annual Fee. In addition, should CITY desire that the DISTRICT's special tax be discontinued in the annexed area within the CITY, CITY shall facilitate a property tax transfer of an additional amount equal to the revenue generated by the special tax in the annexed area within the CITY. CITY shall not incur any additional Annual Fee costs as a result of annexation.

(2) Should CITY annex any area in which DISTRICT does not receive property taxes (such as from a non-DISTRICT city), staffing levels shall be adjusted to adequately serve the annexed area and CITY's Annual Fee shall be adjusted accordingly as determined by DISTRICT and reviewed by CITY.

(3) The DISTRICT shall continue to receive its full share of property tax revenue generated in any existing CITY areas which are currently within the DISTRICT.

(4) Should any existing CITY area or any CITY-annexed area from which the DISTRICT derives property tax funding subsequently be included in a redevelopment project area, either the El Monte Community Redevelopment Agency, hereinafter referred to as "Agency," shall exempt the DISTRICT from tax increment financing of Agency redevelopment project(s) or the CITY shall annually reimburse DISTRICT for property taxes in a sum each fiscal year equal to the amount of property tax revenues allocated and paid to the Agency as tax increment revenue which, in the absence of an allocation of property taxes, would have been allocated and paid to the DISTRICT. Any such reimbursement to the DISTRICT under this Section III (L)(4) shall not be credited by the DISTRICT to the Annual Fee payable by the

CITY.

(M) All revenues generated from fees established or implemented by DISTRICT shall be DISTRICT revenues. Fees of any nature collected by CITY on behalf of DISTRICT and fees for any work DISTRICT performs shall be passed through to DISTRICT by CITY as DISTRICT revenues. CITY shall be authorized to retain a five percent (5%) administrative charge for any fees collected on behalf of DISTRICT. Any fees charged and collected by the CITY for services provided by CITY for which CITY shall continue to charge subsequent to the commencement date of service shall remain as revenues of the CITY provided that such fees are not identified as fees for DISTRICT services. DISTRICT shall be authorized to retain a five percent (5%) administrative charge for any fees collected by DISTRICT on behalf of CITY or for any CITY fee programs that are administered by DISTRICT on behalf of CITY. Excluding any State, Federal, or judicially mandated programs or fees, any fees established by DISTRICT to be imposed in CITY after the commencement date of service shall require the prior approval of CITY, which approval shall not be unreasonably withheld. After giving written notice to DISTRICT, CITY may at any time choose to pay, in part or whole, any fees levied by DISTRICT in lieu of imposition on the citizens of CITY.

In the event that an incident occurs within the CITY while this Agreement is in effect during which the DISTRICT may be required to deploy a substantial number of DISTRICT apparatus and personnel to such incident, the DISTRICT reserves the right to pursue cost recovery at its sole discretion against the generator of the incident but not against the CITY. In the event the CITY were to pursue cost recovery for DISTRICT resources deployed to such an incident, the CITY shall promptly pay to the DISTRICT all such DISTRICT costs recovered by the CITY less the cost of CITY's recovery efforts. Costs for DISTRICT resources paid for by the CITY through this Agreement as detailed on Schedule 1 herein and deployed to such an incident, shall not be recoverable by DISTRICT from CITY.

(N) In the event that a billing/payment dispute arises between the DISTRICT and CITY,

the parties will negotiate in good faith to resolve the dispute, and the following procedures will be taken to resolve the dispute:

1. The dispute will be specified, in writing, and presented to the DISTRICT jurisdictional Assistant Fire Chief if a CITY dispute or to the CITY ADMINISTRATOR if a DISTRICT dispute within thirty (30) days of the receipt of a disputed invoice or payment under protest. The CITY shall pay any disputed invoice "under protest."

2. If the DISTRICT and CITY cannot fully resolve the dispute within ninety (90) days of receipt of written notification of this dispute (impasse), the impasse will be sent to an independent arbitrator for resolution. Said arbitrator shall be selected jointly within forty-five (45) days of impasse and shall be paid for equally by CITY and DISTRICT. If DISTRICT and CITY cannot agree on an arbitrator, each party shall, at its own expense, retain an arbitrator within thirty (30) days after jointly selected arbitrator should have been selected. These two arbitrators will, within thirty (30) days, mutually select a third arbitrator. The mutually agreed-upon arbitrator will resolve the matter within thirty (30) days after his/her selection. DISTRICT and CITY shall share equally the cost of the third arbitrator. The arbitrator's resolution of the impasse shall be final and binding.

If the DISTRICT prevails in arbitration, all money owed and not paid to the DISTRICT will be forwarded to the mailing address identified in Section III (I) herein within thirty (30) calendar days from the date of the issuance of the arbitration decision. In addition, the CITY will be assessed and pay the interest payment amount as calculated for an interest payment in Section III (K) of this Agreement.

If the CITY prevails in arbitration and has paid the DISTRICT the disputed amount, a refund to CITY will be forwarded to the mailing address identified in Section III (I) herein within thirty (30) calendar days from the date of the issuance of the arbitration decision. In addition, DISTRICT will pay to CITY the interest as calculated for an interest payment in Section III (K) of this Agreement.

(O) The DISTRICT shall credit to the CITY's Annual Fee billing the cost expended by CITY to fulfill the requirements of Section VII (C)(11), herein, in the invoice subsequent to DISTRICT'S receipt of cost documentation. CITY shall present documentation satisfactory to DISTRICT of the amount expended prior to credit being issued.

(P) Sick and vacation benefit days, as provided for in Section VII (C)(6) and (7) herein and as detailed on Schedules 7, 8, 10 and 11 attached hereto and made a part hereof, shall be charged to the CITY and shall be paid in thirty-six (36) equal monthly payments which shall be added to the monthly invoice to the Annual Fee commencing with the first month's Annual Fee invoice or as soon as practicable after the finalization of those Schedules.

(Q) CITY shall be billed for the lease/purchase of a Quint apparatus as described in Section IV (F) herein. Each annual lease/purchase payment shall be added to the monthly invoice for the Annual Fee and be paid by CITY in twelve (12) equal monthly payments commencing with the first month's invoice after the receipt of the apparatus.

(R) CITY shall be granted a $5,000 credit against conversion costs for the arson dog, whose ownership shall be transferred to DISTRICT upon the commencement date of service.

SECTION IV. EQUIPMENT, FURNITURE, FURNISHINGS, AND EXPENDABLE EQUIPMENT/FIRE APPARATUS AND EQUIPMENT

(A) CITY shall make available for transfer to DISTRICT all fire apparatus, vehicles, fire equipment, and fire station furnishings and equipment identified by DISTRICT, in writing, and listed in Schedules 4 and 5 attached hereto. All items not transferred to DISTRICT will remain with the CITY.

(B) All right, title, and interest in said apparatus shall be conveyed to DISTRICT free and clear of any encumbrances. CITY shall be responsible for any and all outstanding loans or liens against said apparatus with the exception of Section IV(G) herein.

(C) All fire and other equipment basic to the operation of the apparatus specified above and all other CITY Fire Department equipment, as inventoried and identified on Schedule 4

attached hereto, shall be transferred to DISTRICT on the commencement date of service.

(D) On the commencement date of service, CITY shall transfer to DISTRICT all fire station equipment, furniture, furnishings, and expendable tools incidental to fire station operation as identified on Schedule 5 attached hereto and made a part hereof.

(E) All fire apparatus, vehicles, and related apparatus/vehicular equipment transferred to the DISTRICT by the CITY shall be in good working order. CITY shall pay for any fire apparatus and vehicle repairs necessary due to deferred or deficient maintenance. Prior to the commencement date of service, the DISTRICT shall inspect all such fire apparatus and vehicles and identify any repairs required due to deferred or deficient maintenance. DISTRICT shall add the cost for repairs to the conversion costs and modify Schedule 2 accordingly.

(F) On behalf of CITY, DISTRICT shall lease/purchase a Quint apparatus for the provision of fire protection services in the CITY. Monthly invoices for the CITY's Annual Fee shall include the cost of the apparatus as detailed in Section III(Q) herein.

(G) CITY shall facilitate transfer to the DISTRICT of the lease to the 1992 Nissan support vehicle (VIN #JNALG08J1NGN65252). No additional credit shall be due CITY nor shall this vehicle be returned to CITY upon withdrawal of CITY from DISTRICT.

SECTION V. FIRE STATIONS

(A) Upon the commencement date of service, all four (4) existing CITY-operated fire stations shall be used and occupied by DISTRICT as listed on Schedule 3 attached hereto and made a part hereof. CITY shall lease to DISTRICT for one dollar ($1) annually each of the three CITY-owned fire stations as identified on Schedule 3. DISTRICT owns the CITY'S Fire Station 4 facility and leases the facility to CITY. As of the commencement date of service provided through this Agreement, said lease to CITY shall be terminated.

(B) CITY represents and warrants that it has performed all environmental cleanup of hazardous materials at all stations as required by all applicable Federal, State, and local laws as

detailed in Section VIII (C, herein.

CITY represents and warrants that CITY has, or will by December 31, 1998, as Federally mandated, at its own expense, properly removed and replaced all underground fuel tanks from all CITY fire stations in accordance with all applicable Federal, State, and local requirements and standards. DISTRICT assumes no responsibility for any and all contamination or environmental damage or liability whatsoever from said fuel tanks or their removal. CITY shall indemnify, defend, and hold harmless DISTRICT from any claims, liabilities, damages, costs or expenses of any nature whatsoever related to past or present fuel tanks located at any CITY-owned fire station site.

CITY shall indemnify, defend, and hold harmless DISTRICT for any liability, cost, expense, claims, or damages arising from any contamination or environmental damage of any kind whatsoever at or adjacent to CITY-owned fire station sites in any way related to CITY fuel tanks, asbestos, if any, at CITY fire station sites or related to all other hazards or conditions caused or created by CITY.

(C) DISTRICT shall be responsible for utility payments related to its use of CITY fire stations.

(D) DISTRICT shall perform all routine day-to-day maintenance and minor repairs on all fire station facilities leased from CITY identified on Schedule 3 attached hereto. DISTRICT shall be responsible for minor and routine fire station repairs up to $20,000 per station, per year. DISTRICT shall notify CITY, in writing, if the total cost for minor and routine repairs for any of the CITY-owned fire stations in any one year is anticipated to exceed $20,000. If DISTRICT expends less than $20,000 for routine repairs on any fire station, any amount less than $20,000 for such fire station shall not be credited against another fire station nor shall it be carried over from year to year. Routine repairs shall include, but not be limited to, the following: repair or replacement of apparatus room doors; floor replacement; ceiling replacement; incidental plumbing and electrical repairs; heating and air conditioning repairs;

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exhaust fan replacement; etc.; and minor remodeling such as shower refurbishment, installation of stainless steel counter tops, and additional cabinets for offices and/or lockers. All repairs or portions thereof in excess of $20,000 per station, per year, shall be the responsibility of the CITY. Any non-routine repairs hereinafter shall be referred to as "major repairs" and shall be identified, in writing, by the DISTRICT and presented to CITY. In the event of a dispute regarding the existence of major repairs, the general arbitration procedures stated in Section III(N) shall be utilized. Major repairs shall be undertaken by the CITY within twelve (12) months of DISTRICT's identification to CITY or other time period as mutually agreed upon by DISTRICT FIRE CHIEF and CITY ADMINISTRATOR unless said major repair is deemed an emergency, hereinafter referred to as "emergency major repair."

Emergency major repair shall be defined as one that, if left unrepaired, would compromise the health, welfare, or security of the station inhabitants or the public as determined by DISTRICT. CITY shall commence emergency major repairs within two (2) days of notification by DISTRICT or DISTRICT will undertake the necessary repairs and invoice the CITY for the cost of repairs, which invoices will be paid by CITY on the same terms and conditions as the payment of the Annual Fee. Emergency major repairs shall be promptly completed.

(E) DISTRICT shall inspect all CITY fire stations prior to acceptance and occupancy. After DISTRICT acceptance of each CITY fire station, DISTRICT shall be responsible for station repairs to the extent and as defined in Section V (D) herein.

(F) CITY shall, at all times during the term of this Agreement, maintain hazard insurance at CITY expense on CITY-owned fire stations listed on Schedule 3 attached hereto.

(G) DISTRICT shall lease to CITY, for $1 a year, a portion of the fire station property located at 5112 North Peck Road, El Monte, for the purpose of maintaining a fifty (50) foot communications tower for operation by the El Monte Police Department. CITY shall be responsible for the cost of all utilities associated with the tower and the cost for installation of

separate metering if necessary. At all times during the lease of this property to CITY, CITY shall maintain, at CITY expense, comprehensive liability insurance of not less than $1,000,000 per occurrence for said communications tower. Such insurance shall be primary to any other similar insurance and shall name the Consolidated Fire Protection District of Los Angeles County as additional insureds. Such insurance may be provided through self-insurance. CITY shall provide DISTRICT evidence of such insurance prior to the lease commencement.

(H) DISTRICT shall be fully responsible for any major repairs or any damages arising solely from the intentional or negligent acts of DISTRICT's personnel.

(I) The operation and maintenance of the gasoline and diesel fuel systems at CITY Fire Station 1 will be the responsibility of the DISTRICT after the commencement date of service. DISTRICT will allow the CITY to obtain gasoline or diesel fuel at CITY Fire Station 1 with reimbursement to DISTRICT. DISTRICT shall submit invoices to the CITY for reimbursement for fuel issuances at CITY Fire Station 1. The rate and terms of reimbursement shall be defined in the Memorandum of Understanding, included herein as Schedule 12 and attached hereto and made a part hereof, entered into by the CITY ADMINISTRATOR and the DISTRICT'S FIRE CHIEF prior to the commencement date of service or as soon as practicable thereafter.

SECTION VI. INDEMNIFICATION

(A) Except as specifically otherwise provided in this Agreement, neither party shall be liable for the negligent or wrongful acts of the other in the performance of this Agreement.

(1) CITY agrees to indemnify, defend, and hold harmless DISTRICT and County of Los Angeles, its elected and appointed officers, its agents, and employees from any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits arising from the negligent or wrongful acts of CITY in the performance of this Agreement.

(2) DISTRICT agrees to indemnify, defend, and hold harmless CITY, its elected and

appointed officials, its agents, officers, and employees from any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits arising from the negligent or wrongful acts of DISTRICT in the performance of this Agreement.

SECTION VII. PERSONNEL

(A) SWORN EMPLOYEES

(1) Appointment - Subject to the provisions of the California Government Code, Section 1031; the Charter of the County of Los Angeles, Section 56 3/4; and the Los Angeles County Code, Section 6.02.040; DISTRICT agrees to appoint, without further civil service examination, CITY Fire Fighter series employees exclusive of temporary or apprentice Fire Fighters, hereinafter referred to as "sworn employees," specified on Schedule 6 attached hereto and made a part hereof, who have successfully completed six (6) months' continuous service with CITY. Sworn employees' continuous service with CITY must include actual firefighting experience in a permanent Fire Fighter position. Safety employees hired before March 31, 1997 have a mandatory retirement age of sixty (60). For purposes of the mandatory retirement age for transferring safety employees, the sworn CITY employees' commencement of service with the DISTRICT shall be deemed to be the date of hire in a safety capacity with the CITY. Safety employees who have reached their 60th birthday and were hired by CITY before March 31, 1997 shall not be blanketed in to DISTRICT service.

(2) Probation - All sworn employees on probation will remain on probation until completing DISTRICT probationary period and requirements.

(3) Positions - CITY sworn employees qualified pursuant to this Section VII are fully identified on Schedule 6 attached hereto and are subject to the terms and conditions of this Agreement. CITY sworn employees shall be employed by DISTRICT in the number and status as follows:

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Number	District Status
12	Captains
13	Fire Fighter Specialists
Remainder	Fire Fighters

CITY shall designate sworn employees to be assigned to the Captain, Fire Fighter Specialist, and Fire Fighter positions indicated above. Any CITY designated employee shall be eligible for the assigned position if the employee has held the position being designated to or a higher position in the service of the CITY. Duly authorized representatives from both the El Monte Firefighters Local 1014 and the El Monte Fire Managers Association shall approve, in writing, the appointment of the personnel designated to the ranks of Captain and Fire Fighter Specialist as indicated on Schedule 6 attached.

(4) Firefighting Experience - CITY sworn employees to be assigned to the position of Fire Captain shall have five (5) years' firefighting experience. CITY represents and warrants that those employees assigned Fire Captain positions have a minimum of five (5) years' firefighting experience.

(5) Driving Skills - All CITY sworn employees who are to be assigned fire apparatus operation responsibilities as Fire Fighter Specialists will be tested and trained, as may be required by DISTRICT. Any CITY sworn employee who does not initially qualify in fire apparatus operations prior to the commencement date of service will be assigned other duties. After being provided training by the DISTRICT, transferring Fire Fighter Specialists will be required to pass a fire apparatus operations test. Fire Fighter Specialists who do not pass the fire apparatus operations test may be demoted.

(6) Driver's License - As a condition of employment, all CITY sworn employees will be required to obtain the appropriate California Driver's License, which is currently a "Class BR with appropriate endorsements," in accordance with the California Department of Motor Vehicles requirements. No employee shall have license restrictions which would prevent her/him from performing her/his employment duties.

(7) EMT-1 Training - Sworn members of DISTRICT are required to be certified as Emergency Medical Technician I (EMT-1). CITY sworn employees transferring to DISTRICT shall be provided the necessary training by the DISTRICT if employees do not have a current and appropriate EMT-1 certification.

(8) POST Training - All sworn members of DISTRICT are required to satisfactorily complete the Peace Officer Standards and Training (POST) course. CITY sworn employees transferring to DISTRICT shall be provided the required training if employees have not already completed the POST course.

(9) Seniority - The annexation of CITY to DISTRICT will result in the creation of 46 additional DISTRICT sworn positions. More than 46 sworn employees may be transferring from CITY to DISTRICT. Pursuant to Section 53292 of the California Government Code, so as not to impair the seniority rights of existing DISTRICT sworn employees as a result of the 46 newly created sworn positions, only 46 CITY sworn employees with the most CITY Fire Department continuous service time will receive DISTRICT seniority rights and County seniority. DISTRICT seniority is principally used for transfer bidding rights and, for these 46 positions, will be based on service time in the Fire Fighter series with CITY Fire Department. County seniority which, as defined in Los Angeles County Civil Service Rule 2.15 as "continuous service," is principally used for purposes of determining the order of economic layoff or reduction and, as defined in Section 6.04.040 of the Los Angeles County Code as "continuous service," is principally used for purposes of determining rights to some types of paid leave and, for these 46 positions, will include all service time with the CITY. The assigned DISTRICT and County seniority dates for the remaining sworn employees will be the commencement date of service. They will be placed on the DISTRICT seniority list and also assigned a County continuous service date in order of their relative service time. In the event any two or more transferring CITY employees have the same continuous service date with the CITY Fire Department, the CITY shall use whatever method currently utilized by the CITY to

determine the manner in which the seniority for those affected employees shall be established. As those CITY sworn employees with full DISTRICT and County seniority rights leave DISTRICT service, the remaining sworn employees will be assimilated into full DISTRICT and County seniority status based on their time in service as sworn CITY/DISTRICT employees.

(10) Promotional Exams - All non-probationary transferring sworn employees shall be immediately eligible for promotional examination within the DISTRICT. All time in rank as a sworn CITY/DISTRICT employee shall be considered for purposes of determining eligibility for promotional examination.

(11) Longevity Bonus - For purposes of determining eligibility for the DISTRICT's Fire Fighter longevity bonus for those CITY employees blanketed-in to DISTRICT in the Fire Fighter classification, all continuous CITY service time in the Fire Fighter or successive promotional classifications shall be deemed as fulfilling the required aggregate service time for longevity bonus entitlement.

(B) NON-SWORN EMPLOYEES

(1) Appointment - DISTRICT may agree to appoint without further civil service examination non-Fire Fighter series employees, hereinafter referred to as "non-sworn employees," who have successfully completed six (6) months' continuous service with CITY and who shall be listed on Schedule 9 attached hereto and made a part hereof. Prior to permanent appointment, all non-sworn employees shall successfully complete a probationary period consistent with Los Angeles County Civil Service Rules.

(2) Seniority - Since non-sworn positions are not being created as a result of this annexation, the DISTRICT and County seniority date for all transferring non-sworn CITY employees shall be the commencement date of service.

(C) ALL EMPLOYEES

(1) Medical Exam - Prior to the commencement date of service, as a condition of DISTRICT employment, it will be required that each CITY employee be medically qualified by

a DISTRICT-administered physical examination, which includes a drug screening component, and shall be subject to a background investigation. Any transferring CITY employee who is on medical leave of absence on the commencement date of service shall be blanketed into DISTRICT if he/she passes the required medical examination and background investigation upon termination of medical leave.

(2) Salary Step Placement - For the purpose of determining an employee's DISTRICT salary step placement, "CITY salary" shall be defined as all monthly earnings that are eligible towards CITY retirement credit, excluding all paramedic bonuses, any compensation for unused benefit days, and all overtime earnings. The employee's initial salary step placement shall not be less than his/her CITY salary.

a) Sworn employees - Except as provided in Section VII (C)(9), all service time accrued as a sworn employee in the service of the CITY shall be considered for the purpose of determining County employee benefits and step placement on the applicable County salary schedule. Salary step placement of sworn employees shall be within the salary range of the DISTRICT position assigned but no less than the salary step that provides for the same salary or next higher salary as the sworn employee's CITY salary. Subsequent salary step advances, if applicable, shall be one year from the last step advance with the CITY or in accordance with County policy, whichever is sooner. In the event that the sworn employee's CITY salary is higher than the top step of the County salary range, the sworn employee will be placed on the top step of that range but shall be Y-rated so that no loss in pay occurs. A sworn CITY employee's Y rate shall remain in effect until the regular salary, including any bonuses, exceeds the Y rate amount. Should the sworn employee realize a salary reduction as a result of a voluntary assignment change and the salary returns to less than the Y-rated amount, the sworn employee's Y rate shall be restored. Sworn employees who have accrued CITY service time in a non-sworn position shall have such non-sworn service time considered for purposes of determining County seniority date and benefits but not salary step placement.

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b) Non-sworn Employees - Except as provided in Section VII(C)(9), all service time accrued as a non-sworn employee in the service of the CITY shall be considered for the purpose of determining sick leave and vacation but not for DISTRICT or County seniority. Salary placement of non-sworn employees shall be within the salary range of the DISTRICT position assigned and at the salary step that provides for the same salary or next higher salary as the employee's CITY salary as of the commencement date of service through this Agreement. In the event that the employee's CITY salary is higher than the top step of the County salary range, the employee will be placed on the top step of that range but shall be Y-rated so that no loss in pay occurs.

(3) Taxes - This Agreement does not exempt transferring CITY employees from applicable payroll taxes required of new employees such as Health Insurance Tax (HIT).

(4) Uniforms - CITY-issued uniforms and safety equipment shall be transferred to the DISTRICT with the transferring employees. CITY uniforms will be supplemented by DISTRICT-issued uniforms and/or safety equipment necessary to meet DISTRICT requirements. Subsequent uniform issues will be as provided for in the current Memorandum of Understanding for the respective employee representation units entered into between the County of Los Angeles and the certified employee organizations, if applicable.

(5) Personnel/Medical/Time Records - Subject to permission being granted by CITY employees, CITY will provide DISTRICT with complete personnel and employment medical records of all CITY personnel to be transferred pursuant to this Agreement, including all claims for disability compensation. In addition, CITY will provide DISTRICT with a minimum of one year's time records of "hours worked" prior to the commencement date of service for all CITY personnel to be transferred pursuant to this Agreement. As a condition of DISTRICT employment, CITY employees must consent to the transfer of complete personnel and employment medical records to DISTRICT. Each transferring employee shall certify to DISTRICT the completeness of his/her personnel file.

(6) Vacation Shifts/Days - CITY shall pay to DISTRICT, in the manner set forth in Section III (P) herein, vacation benefit shifts/days for transferring employees at CITY's salary rates in effect on the commencement date of service to a maximum of twenty (20) vacation days or ten (10) shifts, whichever is applicable, and not to exceed each employee's CITY entitlement to benefit shifts/days. Vacation benefit shifts/days are outlined in Schedule 7 for sworn personnel and Schedule 10 for non-sworn personnel, which are attached hereto and made a part hereof. CITY salary rates for reimbursement to DISTRICT are defined as follows: base salary plus all monthly bonuses plus CITY-paid employee retirement contributions.

(7) Sick Shifts/Days - CITY shall pay to DISTRICT, in the manner set forth in Section III (P) herein, sick benefit shifts/days for transferring employees at CITY's salary rates in effect on the commencement date of service to a maximum of twelve (12) sick days or six (6) shifts, whichever is applicable, and not to exceed each employee's CITY entitlement to sick benefit shifts/days. Sick benefit shifts/days are outlined in Schedule 8 for sworn personnel and Schedule 11 for non-sworn personnel, which are attached hereto and made a part hereof. CITY salary rates for reimbursement to DISTRICT are defined as follows: base salary plus all monthly bonuses plus CITY-paid employee retirement contributions.

(8) Waiver of Accumulated Benefits - DISTRICT shall not assume any responsibility for personnel benefits or CITY obligations accrued by CITY employees prior to the commencement date of service except as expressly provided for in this Agreement. CITY shall provide a waiver for said accumulated benefits by each CITY employee as a condition of employment by DISTRICT, executed in favor of DISTRICT. It is further understood that employees subject to this Agreement shall become eligible for vacation, sick, and holiday time while in DISTRICT service only as provided in DISTRICT Salary Resolution, Los Angeles County Salary Ordinance, or as designated in Section VII (C)(6) and (7) herein.

(9) Los Angeles County Employees Retirement Association

a) All sworn employees subject to this Agreement will, on the first day of the

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month following the date they are appointed to a position in the DISTRICT, become members of the Los Angeles County Employees Retirement Association (LACERA) Plan B for Safety Members or any other Safety Plan as permitted by LACERA.

b) All non-sworn employees subject to this Agreement will, on the first day of the month following the date they are appointed to a position in the DISTRICT, become members of one of the non-safety LACERA plans available at the time of the commencement date of service.

c) Service performed by such sworn and non-sworn personnel while employees of the CITY shall not be credited as retirement service with LACERA and, except as provided in Government Code Section 31836.1, shall not be counted for the purpose of discontinuing contributions after thirty (30) years of continuous service pursuant to Government Code Sections 31625.2 and 31664 and shall not be counted for the purpose of determining health insurance premiums charged to LACERA retirees.

(10) Workers Compensation - California Labor Code Sections shall govern Workers' Compensation benefits for all transferring CITY employees who sustain industrial injuries. Notwithstanding Section 5500.5 et seq. of the Labor Code, CITY agrees to reimburse DISTRICT for all indemnity costs for which DISTRICT shall be liable for those industrial injuries apportionable in whole or in part to employees' employment with CITY.

(11) Health Insurance - CITY shall continue to provide the existing coverage of paid medical and dental insurance for all employees transferring to the DISTRICT for two (2) full calendar months after the commencement date of service or, for those employees on medical leave with the CITY on the commencement date of service, for at least two (2) full calendar months after the effective date of their blanketing in to the DISTRICT. DISTRICT shall reimburse CITY as specified in Section III (O).

(12) Deferred Compensation Plans - Notwithstanding Section 6.02.040 of the Los Angeles County Code, CITY employees transferring to the DISTRICT shall be eligible for

immediate participation in Los Angeles County employees' deferred compensation plans for which they may be eligible, depending upon their transferred rank, unless such immediate eligibility is otherwise prohibited by Federal or California statute or regulation.

(13) DISTRICT Employees' Rights - The employment rights of existing DISTRICT employees shall not be impaired by this Agreement.

SECTION VIII. ENVIRONMENTAL QUALITY CONTROL

(A) DISTRICT shall be responsible for all steps required to comply with the provisions of the California Environmental Quality Act of 1970 (CEQA), insofar as the same may apply to the annexation proceedings required in annexing CITY to DISTRICT. DISTRICT agrees to hold CITY free and harmless from any and all claims, demands, or judgments arising out of DISTRICT's failure, for whatever reason, to comply with the provisions of CEQA relative to annexation procedures.

(B) Prior to the commencement date of this Agreement, CITY shall have a Cal-OSHA Registered Environmental Assessor perform a Phase I Site Assessment and Building Asbestos Survey and, if subsequently required, a Phase II Site Assessment on all CITY-owned fire stations. The Site Assessment and related reports shall be reviewed by the DISTRICT.

(C) CITY shall, at its sole expense, mitigate and abate all environmental hazards (if any) and provide evidence to the DISTRICT that all recommended measures have been completed and that all applicable laws and requirements have been complied with. Any residual contaminations or environmental damage from conditions on or adjacent to CITY-owned fire stations which existed before the commencement date of service and discovered after the commencement date of service shall be the responsibility of the CITY.

(D) DISTRICT shall, at its sole expense, mitigate and abate all environmental damage caused by DISTRICT or its agents at all CITY-owned fire stations.

(E) Prior to occupancy of CITY-operated fire stations by the DISTRICT, DISTRICT shall inspect all such stations and identify all hazardous materials stored at those stations for which

CITY shall be responsible for the removal. CITY shall remove all identified hazardous materials prior to DISTRICT occupancy of the stations. If, after DISTRICT occupancy of CITY-operated fire stations, stored hazardous materials are discovered by the DISTRICT which were not previously identified during the above inspection, CITY shall remove said materials within thirty (30) days after written notice by DISTRICT to CITY or DISTRICT may remove the materials and invoice CITY for the costs of removal. In the event such hazardous materials pose an immediate danger to human health or the environment as determined by the DISTRICT, such materials shall be removed immediately by CITY upon notification by DISTRICT to CITY.

SECTION IX. HAZARDOUS MATERIALS RELEASE RESPONSE PLAN AND INVENTORY

(A) Prior to the commencement date of service, CITY shall, by ordinance, designate DISTRICT to be the Administering Agency for the Hazardous Materials Release Response Plan and Inventory, California Health and Safety Code Chapter 6.95, Sections 25500 - 25545, hereinafter referred to as "Program." DISTRICT shall be the Administering Agency for the Program during the term of this Agreement.

(B) Upon the commencement date of service, CITY shall notify the State of California Office of Emergency Services of the designation of DISTRICT as the Administering Agency of the Program in the CITY.

(C) DISTRICT shall be authorized to charge and retain all fees collected in the administration of the Program as provided by State law.

SECTION X. ADOPTION OF COUNTY OF LOS ANGELES FIRE CODE

Pursuant to Los Angeles County Fire Code Sections 10000.1 and 10000.2 and Health and Safety Code Section 13869 as may be subsequently amended, upon annexation by the CITY to the DISTRICT, the County of Los Angeles Fire Code, including any subsequent amendments to such, shall be enforced in the CITY by the DISTRICT. By ordinance, CITY shall adopt the County of Los Angeles Fire Code as of the commencement date of service. This ordinance will

adopt all existing CITY amendments to the County of Los Angeles Fire Code as a separate attachment. The DISTRICT will enforce applicable amendments specific to the CITY. Where differences occur between the Los Angeles County Fire Code and the amendments adopted by the CITY, the CITY amendments will take precedence unless an impracticality of enforcement can be demonstrated.

SECTION XI. MODIFICATION OF SCHEDULES

With the exception of Schedule 1, all schedules attached hereto and incorporated herein by reference will be subject to modification by mutual agreement of CITY ADMINISTRATOR and DISTRICT FIRE CHIEF as needed after the date of approval of this Agreement by both parties.

SECTION XII. WITHDRAWAL

(A) In the event CITY withdraws from DISTRICT at any time subsequent to ten (10) years from the commencement date of service per the provision of Section I (C) herein, DISTRICT and CITY agree that:

(1) The leases on all CITY-owned fire stations shall terminate and DISTRICT shall vacate all sites on the effective date of withdrawal, except as provided for in a subsequent written agreement as may be entered into by CITY and DISTRICT.

(2) The lease for CITY'S police communication tower at DISTRICT fire station located at 5112 North Peck Road shall terminate and all improvements placed upon the site by CITY shall be removed immediately, except as provided for in a written agreement as may be entered into by CITY and DISTRICT.

(3) The DISTRICT shall return to CITY fire apparatus vehicles and related fire apparatus equipment of a comparable type, condition, and age as of the commencement date of service in the quantity and type as described on Schedule 4.

(4) The DISTRICT shall return to CITY a Quint of one year or less in age. If the DISTRICT does not have a Quint of that age available at the time of withdrawal, CITY and DISTRICT will mutually agree to the age and type of vehicle to be returned.

(5) The DISTRICT shall return to CITY fire station equipment, furniture, and furnishings of a comparable type and condition as of the commencement date of service which are essential to the operation of the fire stations referred to in Section IV and detailed in Schedule 5.

(6) As to any apparatus, vehicles, equipment, tools, furnishings, or other personal property for which a monetary or in-kind credit was given to the CITY at the time of annexation, the DISTRICT will not be obligated in any manner to have comparable items returned to the CITY at the time of withdrawal.

(B) At the time of withdrawal, DISTRICT and CITY will enter into a separate written agreement to specify the details of withdrawal not addressed in this Agreement.

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IN WITNESS WHEREOF, CITY, by Resolution adopted by its City Council, has caused this Agreement to be executed by its Mayor and attested to by its Clerk; and, pursuant to a motion duly made, seconded, and passed by a majority vote of the Board of Supervisors as governing body of DISTRICT, the Chairman has executed this Agreement on behalf of DISTRICT and which execution has been attested to by its Clerk.

CITY OF EL MONTE

Mayor

City Administrator

ATTEST:

L. Rachel Monteo
City Clerk

(SEAL)

APPROVED AS TO FORM:

D. Gordon 8-15-97
City Attorney

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Chairman, Board of Supervisors

ATTEST:

JOANNE STURGES, Executive Officer
Clerk of the Board of Supervisors

Deputy

APPROVED AS TO FORM:

DE WITT W. CLINTON
County Counsel

Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

15 NOV 25 1997

Joanne Sturges
JOANNE STURGES
EXECUTIVE OFFICER

F:ELM:ANNXAGMT.WPD (August 14, 1997)

CITY OF EL MO E - DISTRICT ANNEXATION / REEMENT

SCHEDULE 1

OPERATION BY DISTRICT
FINAL 1996-97 ANNUAL FEE

STATION	EQUIPMENT	STAFFING	1996-97 SALARY AND EMPLOYEE BENEFITS
City Station 1	Engine	3	$995,640
City Station 2	Quint (2)	4	$1,262,037
	Squad	2	$639,615
City Station 3	Engine	3	$995,640
City Station 4	Engine - 75% (3)	3	$746,730
Total City Post Positions (1)		15	
Area Fire Prevention Inspector		1	$88,789
TOTAL SALARY & EMPLOYEE BENEFITS			$4,728,451
*OVERHEAD @	29.3610%		$1,388,320
TOTAL ANNUAL FEE			$6,116,771
LACERA RETIREMENT & HEALTH INSURANCE SAVINGS			($373,674)
NET ANNUAL PAYMENT			$5,743,097

(1) Constant staffing - number of persons always on duty

(2) A quint (quintuple combination pumper) is a single fire apparatus combining both pumper and ladder truck features.

(3) Recognizing the regional use and value of this engine, the District will fund 25% of its cost.

*District overhead consists of costs of providing service not included in salary and employee benefits of staff designated to provide service. These costs include, but are not limited to, administration, support staff, dispatching, services & supplies, communications, capital equipment replacement, fire station maintenance, and liability coverage.

CITY OF EL MO[illegible] - DISTRICT ANNEXATION A[illegible]EMENT

SCHEDULE 1

OPERATION BY DISTRICT
ESTIMATED 1997-98 ANNUAL FEE

STATION	EQUIPMENT	STAFFING	EST. 1997-98 SALARY AND EMPLOYEE BENEFITS
City Station 1	Engine	3	$1,011,018
City Station 2	Quint (2)	4	$1,283,235
	Squad	2	$653,262
City Station 3	Engine	3	$1,011,018
City Station 4	Engine 75% (3)	3	$758,264
Total City Post Positions (1)		15	
Area Fire Prevention Inspector		1	$89,774
TOTAL SALARY & EMPLOYEE BENEFITS			$4,806,571
*OVERHEAD @	29.2135%		$1,404,167
TOTAL ANNUAL FEE			$6,210,738
LACERA RETIREMENT & HEALTH INSURANCE SAVINGS			($377,697)
NET ANNUAL PAYMENT			$5,833,041

(1) Constant staffing - number of persons always on duty

(2) A quint (quintuple combination pumper) is a single fire apparatus combining both pumper and ladder truck features.

(3) Recognizing the regional use and value of this engine, the District will fund 25% of its cost.

*District overhead consists of costs of providing service not included in salary and employee benefits of staff designated to provide service. These costs include, but are not limited to, administration, support staff, dispatching, services & supplies, communications, capital equipment replacement, fire station maintenance, and liability coverage.

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CITY OF L 'ONTE - DISTRICT ANNEXATION AG. 'MENT
SCHEDULE 2 - CONVERSION COSTS

Based on 4 Stations, 3 Engines, 1 Quint, 1 Squad
45 (15 Post) Positions, 1 Inspector

Description		Quantity		Unit Cost	Item Total	Total
FACILITIES						
Station 1:	Electrical Modifications				$8,000	
	Miscellaneous Conversions				$2,000	
	ADA Conversions				$30,000	
	Station 1 Total				$40,000	
Station 2-4	Electrical Modifications	3		$8,000	$24,000	
	Miscellaneous Conversions	3		$2,000	$6,000	
	Apparatus Door Reconstruction at Station 2				$58,000	
	Stations 2-4 Total				$88,000	
	Subtotal (all Stations)					$128,000
COMMUNICATIONS						
Station 1	- Meridian telephone system	1		$8,500	$8,500	
Station 2	- Telephones	4		$30	$120	
Station 3	- Telephones	3		$30	$90	
Station 4	- Telephones	3		$30	$90	
Outside call boxes		4		$450	$1,800	
Telephone line installation		10		$70	$700	
SCUs (1 per station)		4		$30,905	$123,620	
Portable VHF Radios (1 per vehicle) with extra battery		5		$2,400	$12,000	
Portable UHF Radios (1 per vehicle) with extra battery		5		$2,400	$12,000	
Battery Charger/Maintenance Center		5		$900	$4,500	
Mobile UHF Radios (1 per vehicle)		5		$2,065	$10,325	
Mobile VHF Radios (1 per vehicle)		5		$1,920	$9,600	
VHF/UHF Chargers (1 per vehicle)		5		$300	$1,500	
MDTs w/ mounting (1 per vehicle)		5		$7,225	$36,125	
Headset Intercom		3		$1,950	$5,850	
Miscellaneous Hardware/Cables		5		$300	$1,500	
Installation Cost Per Vehicle		5		$3,000	$15,000	
	Subtotal					$243,320
VEHICLES						
Class A Foam Units		3		$12,000	$36,000	
Conversion Hours:	Pumpers (100 hours each)	300	hrs	$39.83	$11,949	
	Others (5 hours each)	5	hrs	$39.83	$199	
Preventive Maintenance &						
Safety Inspections:	Pumpers (10 hours each)	30	hrs	$39.83	$1,195	
	Others (8 hours each)	8	hrs	$39.83	$319	
Paramedic Squad Vehicle and Body		1		$37,000	$37,000	
	Subtotal					$86,662

CITY OF EL MONTE - CONVEI[illegible] COSTS - SCHEDULE 2
Based on 4 Stations, 3 Engines, 1 Quint, 1 Squad
45 (15 Post) Positions, 1 Inspector

Description	Quantity	Unit Cost	Item total	Total
FIRE PREVENTION				
File Conversion Hours				
1 Supervising Haz Mat Specialist	30 hrs	$59	$1,770	
3 Haz Mat Specialist II	90 hrs	$55	$4,950	
3 Intermediate Typist Clerks	90 hrs	$20	$1,800	
1 Data Entry Operator	30 hrs	$24	$720	
Subtotal				**$9,240**
COMPUTER SYSTEMS				
Personal Computer	4	$2,700	$10,800	
Printer	4	$400	$1,600	
Modem	4	$500	$2,000	
Software	4	$400	$1,600	
Fire Prevention System	1	$4,225	$4,225	
Subtotal				**$20,225**
FIRE EQUIPMENT				
Dual Carrier Fittings	3	$2,000	$6,000	
Wooden Ladder Complement	3	$4,848	$14,544	
Wildland Fittings & Safety Gear-web gear	3	$1,000	$3,000	
Hydro Assist Valve 4"	3	$850	$2,550	
Keystone Valves	6	$635	$3,810	
Drop Bags (3 per engines, 2 per squad)	11	$75	$825	
5-Gallon Water Coolers	3	$20	$60	
Pick Headed Axes w/belts (2 per engine)	6	$60	$360	
Big Beam Flashlights (2 per engine)	6	$35	$210	
2-1/2" D Handle Shutoffs (4 per engine)	12	$396	$4,752	
Thomas Bros. Map Book	4	$10	$40	
Surviviar Mark II (4 per engine, 3 per squad)	15	$1,400	$21,000	
Mark II 4.5 Bottles (8 per engine, 6 per squad)	30	$400	$12,000	
PAL II Personnel Alert Devices (4 per engine, 3 per squad)	15	$87	$1,305	
2-1/2-Gallon Water Extinguisher	3	$75	$225	
F.D. Keys (sets)	5	$10	$50	
Bypass/Soft Suction Hose	3	$868	$2,604	
Water Eductor	3	$350	$1,050	
Stack Tip Nozzles	3	$360	$1,080	
Rescue Rope & Bag	3	$150	$450	
Quint Equipment	1	$70,000	$70,000	
Subtotal				**$145,915**
PERSONAL SAFETY EQUIPMENT				
Pelican Flashlight	45	$13	$585	
Vest (body armor)	25 *	$220	$5,500	
Helmets (replacement of Capts. helmets)	12	$95	$1,140	
Shroud, Shield, Goggles	45	$21	$945	
Wildland Safety Clothing	45	$155	$6,975	
Subtotal				**$15,145**

*City has 20.

CITY OF EL MONTE - CONVE ON COSTS - SCHEDULE 2
Based on 4 Stations, 3 Engines, 1 Quint, 1 Squad
45 (15 Post) Positions, 1 Inspector

Description		Quantity	Unit Cost	Item total	Total
MEDICAL EQUIPMENT					
Suction Unit		1	$500	$500	
Hand-held radio		1	$2,500	$2,500	
Subtotal					$3,000
TRAINING					
POST Training - OT (5 days):	FFPM	3	$790.08 *	$11,851	
* Shift rate at time and one-half.	FF	4	$670.50 *	$13,410	
	FFS	4	$799.50 *	$15,990	
	CAP	4	$945.00 *	$18,900	
2 Shift Training Instructors for 21, 8-hour days		336 hrs	$71.00	$23,856	
Captain Mentoring-120 hours/40-hours per shift		120 hrs	$71.00	$8,520	
Subtotal					$92,527
			TOTAL CONVERSION COSTS		$744,034

DEFERRED MAINTENANCE
TO BE COMPLETED JUST PRIOR TO THE COMMENCEMENT DATE OF SERVICE

EQUIPMENT LEASE/PURCHASE

Quint Apparatus - Lease/Purchase Option	7 years	$90,000 /year	
		ESTIMATED TOTAL 7-YEAR QUINT LEASE/PURCHASE	$630,000

(TO BE COMPLETED ON OR ABOUT THE COMMENCEMENT DATE OF SERVICE)

APPROVED:

P. MICHAEL FREEMAN
FIRE CHIEF

DATE

GREGORY KORDUNER
CITY ADMINISTRATOR

DATE

CLM SCHED 2.WB1 (rev. 8/23/07)

CITY OF EL MONTE - DISTRICT ANNEXATION AGREEMENT

SCHEDULE 3

FIRE STATIONS TO BE OCCUPIED

CITY OWNED FIRE STATIONS TO BE LEASED TO DISTRICT

Fire Station 1	3615 Santa Anita Avenue
Fire Station 2	11567 Bryant Road
Fire Station 3	3207 Cogswell Road

DISTRICT OWNED FIRE STATION PREVIOUSLY LEASED TO, AND OCCUPIED BY CITY

Fire Station 4	5112 Peck Road

APPROVED:

P. MICHAEL FREEMAN FIRE CHIEF	GREGORY KORDUNER CITY ADMINISTRATOR
DATE	DATE

F:ELM:SCHED-3

B

CITY OF EL MONTE - DISTRICT ANNEXATION AGREEMENT

SCHEDULE 4

VEHICLES, FIRE APPARATUS, AND RELATED EQUIPMENT

A. Vehicles (Automobiles)

C23	Chevy 1991	Sedan	Lic.331699	VIN 1G1BL5370MW215735
U22	Chevy 1991	Pick-up	Lic. 331650	VIN 1GCDC14K9MZ123078

B. Fire Apparatus

E21	Pierce 1990	Pumper	Lic.331658	VIN 4P1CA02H7LA000791
E22	Pierce 1994	Pumper	Lic. 19417	VIN 4P1CT02E2RA000691
E23	Pierce 1990	Pumper	Lic. 331659	VIN 4P1CA02H8LA000802
E24	Pierce 1986	Pumper	Lic. 75177	VIN 1P9CA01K2GA040455
S 22	Nissan 1992	Support	Lic. 380396	VIN JNALG08J1NGN65252

C. Related Fire Equipment

(TO BE COMPLETED ON OR ABOUT COMMENCEMENT DATE OF SERVICE)

APPROVED:

P. MICHAEL FREEMAN FIRE CHIEF	GREGORY KORDUNER CITY ADMINISTRATOR
DATE	DATE

CITY OF EL MONTE - DISTRICT ANNEXATION AGREEMENT

SCHEDULE 5

FIRE STATIONS EQUIPMENT, FURNITURE, AND FURNISHINGS

Specific items to be excluded from transfer to District are as follows:

Portable radio console and all portable radios
Radio scanner
All City computers and related equipment (excluding furniture)

(TO BE COMPLETED ON OR ABOUT COMMENCEMENT DATE OF SERVICE)

APPROVED:

P. MICHAEL FREEMAN FIRE CHIEF	GREGORY KORDUNER CITY ADMINISTRATOR
DATE	DATE

F:ELM:SCHED-5

CITY OF EL MONTE--DISTRICT ANNEXATION AGREEMENT

SCHEDULE 6

SWORN PERSONNEL, RANKS, SALARIES

NAME	RANK IN CITY	TRANSFER RANK	CITY CONTINUOUS SVC. DATE	CITY SALARY	DISTRICT SALARY	SALARY SCHEDULE/ STEP

(TO BE COMPLETED ON OR ABOUT COMMENCEMENT DATE OF SERVICE)

APPROVED:

P. MICHAEL FREEMAN
FIRE CHIEF

DATE

GREGORY KORDUNER
CITY ADMINISTRATOR

DATE

ELM:SCHED-6

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CITY OF EL MONTE-DISTRICT ANNEXATION AGREEMENT

SCHEDULE 7

SWORN PERSONNEL -
VACATION HOURS TO BE TRANSFERRED FROM CITY TO DISTRICT

NAME	CITY SALARY	VACATION HOURS TRANSFERRED	REIMBURSEMENT TO DISTRICT

(TO BE COMPLETED ON OR ABOUT COMMENCEMENT DATE OF SERVICE)

APPROVED:

P. MICHAEL FREEMAN
FIRE CHIEF

DATE

GREGORY KORDUNER
CITY ADMINISTRATOR

DATE

CITY OF EL MONTE-DISTRICT ANNEXATION AGREEMENT

SCHEDULE 8

SWORN PERSONNEL -
SICK HOURS TO BE TRANSFERRED FROM CITY TO DISTRICT

NAME	CITY SALARY	SICK HOURS TRANSFERRED	REIMBURSEMENT TO DISTRICT

(TO BE COMPLETED ON OR ABOUT COMMENCEMENT DATE OF SERVICE)

APPROVED:

P. MICHAEL FREEMAN
FIRE CHIEF

DATE

GREGORY KORDUNER
CITY ADMINISTRATOR

DATE

CITY OF EL MONTE--DISTRICT ANNEXATION AGREEMENT

SCHEDULE 9

NON-SWORN PERSONNEL, POSITIONS, SALARIES

NAME	POSITION IN CITY	TRANSFER POSITION	CITY CONTINUOUS SVC. DATE	CITY SALARY	DISTRICT SALARY	SALARY SCHEDULE/ STEP

(TO BE COMPLETED ON OR ABOUT COMMENCEMENT DATE OF SERVICE)

APPROVED:

P. MICHAEL FREEMAN
FIRE CHIEF

DATE

GREGORY KORDUNER
CITY ADMINISTRATOR

DATE

CITY OF EL MONTE-DISTRICT ANNEXATION AGREEMENT

SCHEDULE 10

NON-SWORN PERSONNEL -
VACATION HOURS TO BE TRANSFERRED FROM CITY TO DISTRICT

NAME	CITY SALARY	VACATION HOURS TRANSFERRED	REIMBURSEMENT TO DISTRICT

(TO BE COMPLETED ON OR ABOUT COMMENCEMENT DATE OF SERVICE)

APPROVED:

P. MICHAEL FREEMAN FIRE CHIEF	GREGORY KORDUNER CITY ADMINISTRATOR
DATE	DATE

CITY OF EL MONTE - DISTRICT ANNEXATION AGREEMENT

SCHEDULE 11

NON-SWORN PERSONNEL -
SICK HOURS TO BE TRANSFERRED FROM CITY TO DISTRICT

NAME	CITY SALARY	SICK HOURS TRANSFERRED	REIMBURSEMENT TO DISTRICT

(TO BE COMPLETED ON OR ABOUT COMMENCEMENT DATE OF SERVICE)

APPROVED:

P. MICHAEL FREEMAN
FIRE CHIEF

DATE

GREGORY KORDUNER
CITY ADMINISTRATOR

DATE

CITY OF EL MONTE – DISTRICT ANNEXATION AGREEMENT

SCHEDULE 12

MEMORANDUM OF UNDERSTANDING

FUEL REIMBURSEMENT

(TO BE COMPLETED ON OR ABOUT COMMENCEMENT DATE OF SERVICE)

At any time during the course of this Agreement, the City Administrator and Fire Chief may amend this schedule.

APPROVED:

P. MICHAEL FREEMAN FIRE CHIEF	GREGORY KORDUNER CITY ADMINISTRATOR
DATE	DATE

RESOLUTION NO. 7821

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE IMPLEMENTING THE "AGREEMENT FOR SERVICES" BY AND BETWEEN THE CITY AND THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY.

THE CITY COUNCIL OF THE CITY OF EL MONTE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council of the City of El Monte ("City") does hereby find, determine and declare, as follows:

(a) That all of the territory included within the boundaries of the City has been annexed to the Consolidated Fire Protection District of Los Angeles County, a fire protection district ("District"); and

(b) That representatives of City and District have heretofore negotiated the terms of an agreement entitled, "AGREEMENT FOR SERVICES BY AND BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE CITY OF EL MONTE" ("Agreement"); and

(c) The effective date of the Agreement is November 25, 1997; and

(d) That pursuant to the said annexation and the execution of the Agreement, the District will provide City with fire protection, hazardous materials, emergency medical and all related services ("Fire Services") as authorized by applicable provisions of the Government Code of the State of California and other applicable laws; and

(e) That the purpose of the Agreement is to implement and provide for the provision of such Fire Services to all properties included within the boundaries of the City; and

(f) That the City Council has determined that the public interest, convenience and necessity require the adoption and implementation of this Resolution.

SECTION 2. The City Administrator is hereby designated as the City's representative for the purpose of administration of the Agreement. The City Administrator, in addition to all other tasks required of him pursuant to the terms of the Agreement and direction of this City Council, shall:

(a) cause a review to be made to determine whether provisions of the El Monte Municipal Code and/or other administrative regulations of the City need to be amended or revised so as to permit the rendition of Fire Services by District in accordance with said Municipal Code and/or administrative regulations; and

(b) take such steps as may be reasonably required to assist District in obtaining an adequate water fire flow for District purposes within the City; and

(c) negotiate with representatives of the District in order to recommend to the City Council the amount of the initial Annual Fee to be paid by City to District as and for the said Fire Services in accordance with the provisions of the Agreement; and

(d) cause payments to be paid of the Annual Fees in the installments as required by the Agreement once the initial Annual Fee has been established and approved by the City Council; and

(e) establish budget accounts for the payment of said Annual Fees, including, an appropriation and payment from funds received by the City as and for voter approved property taxes levies for retirement purposes; and

(f) review and certify to the accuracy of all of the schedules which are attached to the Agreement including, but not limited to, those which deal with the transfer of equipment and employees to the District; and

(g) review, with representatives of the District, the four (4) fire stations to be leased by the District so as to reach agreement with District representatives as to the condition of each of the buildings and structures at the three locations; and

(h) transfer to the District certified duplicate personnel files for each City employee being transfer to the District; and

(i) review all invoices received from the District to verify the accuracy thereof and to ensure their payment from the proper budgeted accounts; and

(j) during the term of the Agreement annually recommend to the City Council whether a review of any of the terms and conditions of the Agreement should be initiated as provided in the said Agreement; and

(k) execute on behalf of the City leases to District of the four (4) existing Fire Station sites; and

(l) take such other actions as are reasonably necessary and required to administer the said Agreement.

SECTION 3. That the City Attorney is hereby instructed to validate the Agreement and this Resolution in a proceeding filed pursuant to Section 860 et seq., of the Code of Civil Procedure.

SECTION 4. The City Clerk shall certify the adoption of this Resolution and forward a certified copy to the City Administrator and to the City Attorney.

PASSED, APPROVED AND ADOPTED this 16th day of December, 1997.

Patricia A. Wallach
Mayor of the City of El Monte

ATTEST:

L. Rachel Montes
City Clerk of the City of El Monte

I, Rachel L. Montes, City Clerk of the City of El Monte, hereby certify that the foregoing Resolution No. 7821 was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested to by the City Clerk at a adjourned regular meeting of said Council held on the 16th day of December, 1997, and that said Resolution was adopted by the following vote, to wit:

AYES: Mayor Wallach, Councilmembers Barrios, Fellow and Jimenez

NOES: Councilmember Thurston

ABSENT: NONE

L. Rachel Montes
City Clerk of the City of El Monte

RESOLUTION NO. 7790

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, APPROVING THE AGREEMENT FOR SERVICES BY AND BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE CITY OF EL MONTE TO BE EFFECTIVE ON THE DATE OF APPROVAL BY THE BOARD OF SUPERVISORS OF LOS ANGELES COUNTY AND REQUESTING THE BOARD OF SUPERVISORS OF LOS ANGELES COUNTY TO SUBMIT AN APPLICATION TO THE LOCAL AREA FORMATION COMMISSION FOR THE ANNEXATION OF THE CITY OF EL MONTE TO THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

WHEREAS, on September 26, 1995, the City Council of the City of El Monte (the "City") initiated a study for the reorganization or consolidation of the fire protection and emergency services response functions of the El Monte Fire Department with the Consolidated Fire Protection District of Los Angeles County (the "District"); and

WHEREAS, the City has conducted several community and other public meetings for the purpose of evaluating the written proposal dated July 26, 1996, submitted to the City by the District, entitled "Proposal for the Consolidated Fire Protection District of Los Angeles County to Provide Fire Protection, Hazardous Materials, and Emergency Medical Services for the City of El Monte," and the City has received input from all interested persons relating thereto; and

WHEREAS, in October, 1996, the El Monte City Council appointed a special committee consisting of two of its members to conduct a further study of the fire protection and emergency service consolidation proposal of the District, and to submit a recommendation to the El Monte City Council thereon; and

WHEREAS, the special committee has submitted its report dated April 8, 1997 on the El Monte Fire Department consolidation proposal of the District to the El Monte City Council on April 8, 1997; and

WHEREAS, on April 8, 1997, four (4) members of the El Monte City Council voted to accept and approve the July 26, 1996 proposal of the District and the El Monte City Council directed City staff to submit the form of the Agreement for fire protection and emergency services by and between the District and the City (the "Agreement") for ratification and approval by the El Monte City Council; and

WHEREAS, the City Council has adopted its Ordinance No. 2459, dated April 22, 1997, entitled:

> An Ordinance of The City Council of The City of El Monte, California, Ordering The Initiation and Prompt Completion of Proceedings for the Annexation of The City of El Monte Into The Los Angeles County Consolidated Fire Protection District and Amending The El Monte Municipal Code by Adding Part 3.3 to Chapter 6 of Article II (Fire Protection Services);

and

WHEREAS, the Agreement, as attached to this Resolution as Exhibit "A" and incorporated herein by this reference, implements City Council Ordinance No. 2459; and

WHEREAS, upon the completion of the indicated annexation proceedings and the commencement by the District of the delivery of the fire protection and emergency services pursuant to the Agreement, the local fire protection and emergency services described in the Agreement shall be provided within the territorial jurisdiction of the City by the District;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves the Agreement in the form as presented to the El Monte City Council at the meeting at which this Resolution is adopted. The Agreement is attached to this Resolution as Exhibit "A".

SECTION 2. The Mayor, City Clerk, and City Administrator are hereby authorized and directed to execute the Agreement on behalf of the City, together with such technical and conforming editorial changes to the text of the Agreement that may be recommended by the City Administrator. The City Administrator is further authorized and directed to acknowledge the acceptance on behalf of the City of the final form of each of the "Schedules" attached to the Agreement (Schedule 1 through Schedule 8, inclusive), at such time as the District Fire Chief and the City Administrator have completed and confirmed the accuracy of the information included in each such schedule as contemplated under the terms and conditions of the Agreement.

SECTION 3. The City Council hereby requests that the Board of Supervisors of Los Angeles County approve the Agreement on behalf of the District and that the District commence to provide the services, as more fully described in the Agreement, within the City at the earliest feasible date. The Board of Supervisors is further requested to initiate and complete the indicated annexation proceedings relating to the Agreement with the Local Area Formation Commission.

SECTION 4. The City Council hereby declares that the effective date of the Agreement shall be the date on which the Agreement is approved by the Board of Supervisors and that the commencement date for the services described in the Agreement shall be established by the District Fire Chief pursuant to the applicable terms of the Agreement.

SECTION 5. This Resolution shall take effect upon adoption. The City Clerk shall certify to the passage and adoption of this Resolution.

Passed, approved and adopted this 12th day of August, 1997.

Mayor of the City of El Monte

ATTEST:

City Clerk of the City of El Monte

A286:010.1-543:sb
(014.4-26)

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF EL MONTE)

I, L. RACHEL MONTES, City Clerk of the City of El Monte, hereby certify that the foregoing Resolution No. 7790 was passed and adopted by the City Council, signed by the Mayor and attested to by the City Clerk at a regular meeting of said City Council held on the 12th day of August, 1997, and that said Resolution was adopted by the following vote, to-wit:

AYES: Mayor Wallach, Councilmembers Barrios, Fellow and Jimenez

NOES: Councilmember Thurston

ABSENT: None

City Clerk of the City of El Monte

CITY OF EL MONTE
RESTATED AMENDMENT NO. 1 TO THE 1996 MOU
(Firefighters Local 1014)

THIS RESTATED AMENDMENT NO. 1 to the 1996 MOU (herein "Restated Amendment No. 1") is dated as of July 24, 1997, by and between Firefighters Local 1014/AFL-CIO (herein "Firefighters") and the City of El Monte (the "City") and is entered into in light of the following facts:

-- RECITALS --

The City Council has initiated certain proceedings pursuant to its Ordinance No. 2459, which are expected to result in the transfer of local fire protection and emergency services described in the Fire Protection District Consolidation Study Proposal, dated July 26, 1996, from the City to the Consolidation Fire Protection District of Los Angeles County (the "Fire Protection District") by a date no later than December 31, 1997; and

Upon the completion of the annexation proceedings initiated by Ordinance No. 2459, the position of each employee member of Firefighters (herein individually referred to as a "firefighter") shall be abolished as a City employment function in accordance with El Monte Municipal Code Section 2322; provided however, that the Fire Protection District has first agreed to accept Firefighters as new fire safety employees of the Fire Protection District as authorized by Government Code Section 53292; and

The parties to this Restated Amendment No. 1 have previously entered into a Memorandum of Understanding, approved on September 10, 1996 (the "1996 MOU") as amended by Amendment No. 1 to the 1996 MOU, dated May __, 1997; and

The parties intend by the final approval and execution of this Restated Amendment No. 1 to implement certain administrative adjustments to the "vacation time" benefits of Firefighters who become fire safety employees of the Fire Protection District as provided in Amendment No. 1 to the 1996 MOU which are consistent with the personnel policies of the Fire Protection District and the completion of the municipal services reorganization and annexation proceedings initiated by Ordinance No. 2459 and the matters embraced herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. Text of 1996 MOU Incorporated By Reference. The text of the 1996 MOU is incorporated into this Restated Amendment No. 1 by this reference. The specially defined terms and phrases as used in the 1996 MOU shall have the same meaning when used in this Restated Amendment No. 1, unless the particular context of usage of a specially defined term in this Restated Amendment No. 1 may otherwise require.

SECTION 2. The text of Amendment No. 1 to the 1996 MOU is hereby superseded by the administrative adjustment included in this Restated Amendment No. 1 relating to "vacation time" and certain other minor conforming editorial changes to the text of Amendment No. 1 to the 1996 MOU. As modified, the provisions of Section 2 through Section 14 of Amendment No. 1 to the 1996 MOU are presented in Section 3 through Section 15 of this Restated Amendment No. 1.

SECTION 3. **Special Definitions for Text of Restated Amendment No. 1**.

The following words and phrases shall have the meaning ascribed to them in this Section 3 for the purpose of implementing Restated Amendment No. 1:

City Sick Leave Time. The words "City Sick Leave Time" refer to the number of hours of accrued and unused sick leave as set forth at Part V, Section 3 of the 1996 MOU which each firefighter may have accumulated as of the Termination Date (after transfer and credit to the Fire Protection District Sick Leave account of the firefighter under Section 4) which shall be payable in installments by the City at the times set forth in Section 9 pursuant to the reimbursement formula as more fully set forth in Section 5.

City Holiday Time. The words "City Holiday Time" refer to the number of hours of accrued and unused holiday time as set forth in Part V, Section 1 of the 1996 MOU which each firefighter may have accumulated as of the Termination Date which shall be payable in installments by the City at the times set forth in Section 9.

City Vacation Leave Time. The words "City Vacation Leave Time" refer to the number of hours of accrued and unused vacation time as set forth at Part V, Section 2 of the 1996 MOU which each firefighter may have accumulated as of the Termination Date (after transfer and credit to the account of the Fire Protection District Vacation Leave account of the firefighter under Section 4) which shall be payable by the City in installment at the times set forth in Section 9.

Supplemental City Sick Leave Time. The words "Supplemental City Sick Leave Time" refer to the number of hours of accrued and unused sick leave as set forth at Part V, Section 3 of the 1996 MOU in excess of a minimum of One Hundred and Forty-Four (144) hours which certain firefighters may have accumulated as of the Termination Date which shall be payable by the City as provided in Section 8.

Fire Protection District Sick Leave. The words "Fire Protection District Sick Leave" refer to the number of hours of sick leave which each former firefighter shall be entitled to claim as a benefit of employment as a fire safety employee of the Fire Protection District commencing on the Termination Date.

Fire Protection District Vacation Leave. The words "Fire Protection District Vacation Leave" refer to the number of hours of vacation leave which each former firefighter shall

be entitled to claim as a benefit of employment as a fire safety employee of the Fire Protection District commencing on the Termination Date.

Termination Date. The words "Termination Date" refer to the time and date on which each firefighter position is abolished as the result of the completion of the annexation proceedings initiated by City Ordinance No. 2459 and the Fire Protection District commences the performance of fire protection services within the territorial jurisdiction of the City pursuant to the contract referenced in City Ordinance No. 2459.

SECTION 4. **Fire Protection District Sick Leave and Fire Protection District Vacation Leave.**

Upon becoming a fire safety employee of the Fire Protection District, each former firefighter shall commence to accrue Fire Protection District benefits for sick time and vacation time in accordance with the personnel rules and regulations of the Fire Protection District.

By no later than the Termination Date, the City shall have completed the appropriate contract arrangements with the Fire Protection District pursuant to Government Code Section 56848.3, such that each former firefighter who is selected and becomes a fire safety employee of the Fire Protection District, may commence work as a fire safety employee of the Fire Protection District with a fully accrued Fire Protection District Sick Leave benefit credit of up to not more than One Hundred Forty-Four (144) hours. This benefit credit of up to One Hundred Forty-Four (144) hours of Fire Protection District Sick Leave shall be transferred by the City from the former firefighter's available and unused City sick time account on the Termination Date pursuant to the terms of the contract between the Fire Protection District and the City.

By no later ~~than the Termination Date~~, the City shall have completed the appropriate contract arrangements with the Fire Protection District pursuant to Government Code Section 56848.3, such that each former firefighter who is selected and becomes a fire safety employee of the Fire Protection District, may commence work as a fire safety employee of the Fire Protection District with a fully accrued Fire Protection District Vacation Leave benefit credit of up to not more than Two Hundred ~~Ten~~ (~~210~~) hours. This benefit credit of up to Two Hundred Ten (210) hours of Fire Protection District Vacation Leave shall be transferred by the City from the former firefighter's available and unused City vacation time account on the Termination Date pursuant to the terms of the contract between the Fire Protection District and the City.

SECTION 5. **City Sick Leave Time Pay-Off**.

Each firefighter shall receive certain payments from the City at the times provided in Section 9, which correspond to a cash reimbursement for City Sick Leave Time allocated to each firefighter by the City Payroll Technician on the Termination Date in accordance with the following formula:

(Total hours of accrued and unused City sick leave time on the Termination Date) - (minus) (up to a maximum of 144 hours of sick leave time transferred to Fire Protection District at the sole cost of the City under Section 4)	= Balance of City accrued and unused sick leave time subject to pay-off under Section 5 (divided by) 2

provided however, that maximum number of hours of the balance of City Sick Leave Time payable to each former firefighter by the City in accordance with the formula in this Section 5 shall not exceed Nine Hundred (900) hours of time.

SECTION 6. City Vacation Leave Time Pay-Off

Each firefighter who has a remaining balance of City Vacation Leave Time shall receive certain payments from the City at the times provided in Section 9, which correspond to a cash reimbursement for the remaining balance of City Vacation Leave Time allocated to each firefighter by the City Payroll Technician which was not transferred as a benefit credit by the City to the Fire Protection District on the Termination Date.

SECTION 7. City Holiday Time Pay-Off

Each firefighter shall receive certain payments from the City at the times provided in Section 9, which correspond to a cash reimbursement for City Holiday Time for calendar year 1997 allocated to each firefighter by the City Payroll Technician on the Termination Date which the firefighter may not have used for any reason before the Termination Date. To the extent that this Section 7 may be inconsistent with the applicable provisions of the 1996 MOU, this Section 7 shall govern the accrual and pay-off of any unused City Holiday Time for calendar year 1997 as of the Termination Date.

SECTION 8. Supplemental City Sick Leave Time.

A. In addition to the cash reimbursement payable by the City for City Sick Leave Time allocated to each firefighter by the City Payroll Technician on the Termination Date in accordance with the formula set forth in Section 5, certain other amounts of Supplemental City Sick Leave Time may be payable by the City to a former firefighter in accordance with the formula set forth in Section 8.B, below, subject to the following conditions:

(a) on the Termination Date, the firefighter shall have a total of not less than 144 hours of accrued and unused City sick leave benefit time available; and

(b) concurrently, on the Termination Date the firefighter elects and is selected and becomes a fire safety employee of the Fire Protection District; and

(c) after the Termination Date, the firefighter suffers from a catastrophic health condition or injury which is expected to require an absence from work as a fire safety employee of the Fire Protection District of not less than thirty (30) consecutive calendar days and such catastrophic health condition did not occur or arise out of the course of employment with the City; and

(d) the catastrophic health condition described in subparagraph (c) above occurs before the fifth (5th) anniversary after the Termination Date; and

(e) as a consequence of the occurrence of the catastrophic health condition described in subparagraph (c), above, the firefighter has lowered all accrued and available employee benefit leave accounts as a fire safety employee of the Fire Protection District to zero (0) hours; and

(f) the firefighter has submitted an appropriately detailed written request to the City Personnel Officer to commence payment of the available Supplemental City Sick Leave Time (as allocated by the City Payroll Technician to the former firefighter on the Termination Date) by a date not later than ninety (90) days after the fifth (5th) anniversary of the Termination Date. The written request shall be accompanied by a written verification of a treating physician which describes the nature, expected duration and prognosis of the catastrophic health condition or injury together with a written verification by an appropriate officer of the Fire Protection District which confirms that the firefighter has lowered all accrued leave accounts of the Fire Protection District to zero (0) hours. The written request shall also indicate the number of hours of Supplemental City Sick Leave Time claimed (not to exceed 243.3 hours per month) based upon the treating physician's verification that the former firefighter cannot be released to return to work with the Fire Protection District within the period of time claimed. In the event that such a catastrophic health condition may continue, the former firefighter may submit additional written requests for payment to the City Personnel Officer every thirty (30) days thereafter until the Supplemental City Sick Leave Time account available to the former firefighter is exhausted.

B. Supplemental City Sick Leave Time authorized by this Section 8 shall be payable by the City to an eligible former firefighter in equal monthly installments of up to Two Hundred Forty-Three and Three-Tenths (243.3) hours of time per month until the Supplemental City Sick Leave Time account of the former firefighter is exhausted; provided however, that the aggregate amount of payments of Supplemental City Sick Leave Time to a former firefighter shall not exceed the aggregate amount of the sum payable by the City to the former firefighter as City Sick Leave Time under Section 5, above. Each payment of an installment of Supplemental City Sick

Leave Time shall be made by the City within thirty (30) days following the receipt and approval by the City Personnel Office of the completed request described in Section 8.A(f).

The written notice described in Section 10, below, shall include a separate calculation which shows the total number of hours potentially available to each former firefighter of Supplemental City Sick Leave Time, if any, on the Termination Date and the value per hour of such time.

SECTION 9. Schedule of Payments by the City.

The amounts payable by the City to each former firefighter under Section 5, Section 6 and Section 7, above, shall be aggregated, and except as provided in Section 11, the aggregate balance shall be paid to the order and account of each former firefighter in up to ten (10) equal installments as follows:

(a) the first installment shall be due and payable within thirty (30) days of the Termination Date;

(b) the next up to nine (9) installments shall be payable on the July 1 next following the Termination Date and on each July 1, thereafter until the remaining balance is paid in full or such earlier date as provided in subsection (c), below;

(c) the remaining aggregate balance of the amounts payable under Section 5, Section 6 and Section 7, above, shall be immediately due and payable by the City to the former firefighter upon the occurrence of either of the following events:

(i) the date of service or disability retirement of the firefighter as a fire safety employee of the Fire Protection District or upon the death of the firefighter; or

(ii) the date on which the remaining aggregate balance payable by the City to the former firefighter under Section 5, Section 6 and Section 7 is less than Two Thousand Dollars ($2,000.00).

Each installment of the amounts payable by the City under Section 5, Section 6 and Section 7 shall be paid by check and sent by mail to the address of the former firefighter provided to the City in Section 10.

SECTION 10. Notice of Aggregate Balance of Payments and Change of Address.

Within ten (10) days after the Termination Date, the City shall transmit a written notice to each former firefighter which provides an appropriately detailed accounting of the number of hours and cash payment value due and payable by the City under the terms of Section 5, Section 6, Section 7 and Section 8, above (taking into consideration for each firefighter for the purpose

of such accounting the individual job classification and rate of pay, step, bonus, etc., as applicable on the Termination Date under Article II of the 1996 MOU). Any correction to the final payroll information contained in such a written notice shall be brought to the attention of the City by the former firefighter within thirty (30) days following the date of transmittal of the notice by the City.

The written notice shall be sent by the City to the mailing address of the former firefighter which is part of the personnel records of the City on the Termination Date. After the Termination Date, a former firefighter may change the address to which the City shall send the payments described in this Restated Amendment No. 1 by certified mail by notifying the following person in writing:

City of El Monte Payroll Technician
City of El Monte Finance Department
City Hall - East
11333 Valley Boulevard
El Monte, California 91731
(626) 580-2027

The City Payroll Technician shall maintain and periodically update a record and accounting of the sums payable to former fire fighters hereunder.

SECTION 11. **Service Retirement of A Firefighter On or Before Termination Date.**

Notwithstanding any other provision of this Restated Amendment No. 1 to the contrary, each firefighter who receives a service or disability retirement from the City which is effective on or prior to the Termination Date shall receive retirement benefits and privilege in accordance with the governing 1996 MOU.

SECTION 12. **On the Termination Date, Each Firefighter Shall Cease To Be An Employee of the City.**

On the Termination Date, each member of the Firefighters shall cease to be an employee of the City and thereafter no further right, benefit or privilege shall accrue to any former firefighter under the 1996 MOU or any other City rule, regulation, ordinance or resolution. From and after the Termination Date, each former firefighter shall receive from the City only those amounts of compensation for accrued but unused and/or unpaid employee benefit leave time through the Termination Date as provided in this Restated Amendment No. 1.

SECTION 13. **Acknowledgment By Firefighters Relating To Pending Consolidation Proceedings.**

Firefighters acknowledge and agree that separate approval by the represented bargaining unit of the fire safety employees of the Fire Protection District under Government Code Section

53292 of the terms and conditions on which each member of the Firefighters may become a fire safety employee of the Fire Protection District, is a matter which may be subject to the collective labor bargaining arrangements and the personnel rules and regulations of the Fire Protection District.

SECTION 14. **Indemnification**

Firefighters shall indemnify the City and hold it harmless against any and all claims, demands, suits and other forms of liability asserted against the City by a former firefighter that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Restated Amendment No. 1.

SECTION 15. **Entire Agreement Included in This Restated Amendment No. 1**

The parties hereto acknowledge that during the negotiations which resulted in this Restated Amendment No. 1, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Restated Amendment No. 1. Therefore, Firefighters and the City for the duration of this Restated Amendment No. 1, each voluntarily and unqualifiedly waives the right, and each agrees the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to, or covered in this Restated Amendment No. 1, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Restated Amendment No. 1. This Restated Amendment No. 1 may only be amended during its term by the parties' mutual agreement in writing.

This Restated Amendment No. 1 supersedes and cancels Amendment No. 1 to the 1996 MOU and all other prior practices and agreements whether written or oral, unless expressly stated to the contrary herein and this Restated Amendment No. 1 constitutes the complete and entire amendment to the 1996 MOU between the parties, and concludes collective bargaining for its term.

AGREED AND APPROVED

FIREFIGHTERS
El Monte Firefighters
Local 1014

Dated: 8/6/97 By _____

By _____

CITY
City of El Monte

Dated: 8-12-97 By _____
Mayor

By _____
City Clerk

By _____
City Administrator

RESOLUTION NO. 7791

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AND THE CITY COUNCIL OF THE CITY OF EL MONTE APPROVING AND ACCEPTING EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION NO. 97-2 TO THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, SAN GABRIEL VALLEY PARCEL NO. 97-2, IN THE CITY OF EL MONTE.

WHEREAS, pursuant to Section 99 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change, the governing bodies of all agencies whose service areas or service responsibilities would be altered by such change must determine the amount of property tax revenue to be exchanged between the affected agencies and approve and accept the exchange of property tax revenues by Resolution, but if the affected agency is a special district, the Board of Supervisors must negotiate on behalf of the district; and

WHEREAS, the annexation and inclusion of the City of El Monte to the Consolidated Fire Protection District of Los Angeles County (District) affects only the District and the City of El Monte; and

WHEREAS, this Resolution pertains only to the annexation and inclusion of those areas of the City of El Monte that are not now in the District; and

WHEREAS, the Board of Supervisors of the County of Los Angeles as the governing body of the District, and the City Council of the City of El Monte, have determined that the amount of property tax revenue to be exchanged as a result of the annexation of the City of El Monte to the District is as set forth below.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The negotiated exchange of property tax revenues resulting from the annexation of the City of El Monte to the District is approved and accepted.

2. For fiscal years commencing after the effective date of this jurisdictional change, no property tax revenue is ordered transferred to the District from the County of Los Angeles or the City of El Monte. In addition, for each fiscal year commencing after the effective date of this jurisdictional change, no portion of the incremental tax growth attributable to this annexation shall be transferred from the County of Los Angeles or the City of El Monte to the District.

3. Funding to the District for this annexation is agreed upon and established in a separate agreement entitled "AGREEMENT FOR SERVICES BY AND BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE CITY OF EL MONTE" approved by the City of El Monte on August 12, 1997 and to be approved by the District on the date of District's approval of the annexation.

4. No additional transfer of property tax revenues shall be made from any other taxing agency(ies) to the District as a result of this annexation.

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The foregoing Resolution was adopted by the Board of Supervisors of the County of Los Angeles as the governing body of the Consolidated Fire Protection District of Los Angeles County and the City Council of the City of El Monte.

CITY OF EL MONTE

By _____
Mayor

August 12, 1997
Adopted by the El Monte City Council on the above Date

ATTEST:

By _____
City Clerk

(SEAL)

APPROVED AS TO FORM:

CITY ATTORNEY

By _____ 8-13-97

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

By _____
Chairman, Board of Supervisors

Date

ATTEST:

JOANNE STURGES, Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

(SEAL)

APPROVED AS TO FORM:

DE WITT W. CLINTON
County Counsel

By _____

Deputy

F:ELM:RESPTR.WPD

RESOLUTION NO. 7822

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL MONTE, CALIFORNIA, ABOLISHING CERTAIN POSITIONS IN THE CITY'S PERSONNEL SYSTEM

THE CITY COUNCIL OF THE CITY OF EL MONTE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Council of the City of El Monte ("City") does hereby find, determine and declare, as follows:

(a) That the City Council has heretofore taken the steps necessary to annex the properties located within the boundaries of the City to the Consolidated Fire Protection District of Los Angeles County; and

(b) That the City has executed an Agreement with the District to provide for fire services; and

(c) That the necessity for the positions in the City's classified service in the Fire Department ("Positions") no longer exists; and

(d) Accordingly, in the interest of economy the need for the said positions no longer exists, it is necessary to abolish those said Positions; and

(e) That the Positions to which this resolution applies are enumerated on Exhibit A, attached hereto and incorporated herein by this reference; and

(f) That the City Council has determined that the public interest, convenience and necessity require the abolition of the said Positions in the interest of economy and because the necessity for such Positions no longer exists.

SECTION 2. That the Positions in the Fire Department enumerated on Exhibit A, attached hereto and incorporated herein by this reference be and hereby are abolished.

SECTION 3. That this resolution shall take effect on the date the City Administrator determines that the Agreement between the City of El Monte and the Consolidated Fire Protection District pursuant to which Fire Services will be provided to the City becomes operative.

SECTION 4. The City Clerk shall certify the adoption of this Resolution and shall forward a certified copy hereof to the City Administrator and Personnel Officer.

Passed, approved and adopted on this 16th day of December, 1997.

Patricia A. Wallach
Mayor of the City of El Monte

ATTEST:

L. Rachel Montes
City Clerk of the City of El Monte

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF EL MONTE)

I, L. RACHEL MONTES, City Clerk of the City of El Monte, hereby certify that the foregoing Resolution No. 7822 was passed and adopted by the City Council of the City of El Monte, signed by the Mayor and attested to by the City Clerk at an adjourned regular meeting of said Council held on the 16th day of December, 1997, and that said Resolution was adopted by the following vote, to-wit:

AYES: Mayor Wallach, Councilmembers Barrios, Fellow, Jimenez and Thurston

NOES: NONE

ABSENT: NONE

L. Rachel Montes

L. Rachel Montes
City Clerk of the City of El Monte

CITY OF EL MONTE
POSITIONS TO BE ABOLISHED IN THE FIRE DEPARTMENT

FIRE CHIEF

FIRE BATTALION CHIEF

FIRE BATTALION CHIEF/TRAINING

FIRE BATTALION CHIEF/FIRE MARSHAL

FIRE CAPTAIN

FIRE ENGINEER

FIRE ENGINEER/ARSON DOG

FIRE FIGHTER

FIRE FIGHTER/PARAMEDIC

EXHIBIT A