

This Reimbursement Agreement ("Agreement") is made and entered into this 2<sup>nd</sup> day of May, 2023, by and between the City of Redondo Beach and the Consolidated Fire Protection District of Los Angeles County.

**WHEREAS**, the City of Redondo Beach, hereinafter referred to as "City," is interested in receiving fire protection, paramedic, and other incidental services from the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "Fire District" or "County"; and

**WHEREAS**, on February 19, 2019, the Los Angeles County Board of Supervisors approved a Feasibility Study for the Provision of Fire Protection, Paramedic, and Incidental Services to the City by the Fire District and authorized the Fire District Chief to begin contract negotiations and to execute a Reimbursement Agreement with the City; and

**WHEREAS**, the Fire District must conduct a comprehensive evaluation of the City's facilities, equipment, vehicles, station uniforms, personal protective equipment, etc., to determine any extenuating costs that would be included in the transfer of fire protection services from the City to the Fire District to ensure compatibility with Fire District standards (hereinafter "Conversion Costs") for which the City would be responsible to reimburse the Fire District; and

1           **WHEREAS**, annexation of a city to the Fire District is authorized by the Fire Protection  
2 District Act of 1987, Section 13810 of the California Health and Safety Code, and the Fire  
3 District contracting with a City to provide such services to a City is authorized under Section  
4 13878 of the California Health and Safety Code, and the parties are interested in negotiating  
5 the annexation of the City to the Fire District.

6           **THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

7           1. The Fire District shall conduct a survey ("Survey") of the City Fire Department's  
8 facilities, apparatus, equipment, vehicles, station uniforms, personal protective equipment, and  
9 any other incidental items necessary for the provision of service within the City to determine  
10 compatibility with Fire District standards and estimate costs associated with converting to Fire  
11 District standards. Specifically, this Survey shall identify the following:

12                   a. Estimated cost for the installation of signs, map boards, locks, and any  
13 necessary repairs, upgrades, etc., to City's fire station facilities;

14                   b. Estimated cost for communications equipment;

15                   c. Identification of Fire Department apparatus and vehicles which would be  
16 necessary for the provision of service to the City by the Fire District and the cost for any  
17 necessary maintenance, repairs, outfitting, modifications, and equipment installation;

18                   d. Estimated cost for any fire and medical equipment, personal protective  
19 equipment, and station uniforms necessary for conformity with Fire District standards;

20                   e. Identification of any miscellaneous costs associated with the transition of service  
21 such as Knox Systems retrofitting; and

22                   f. Identification of any City Fire Department apparatus, vehicles, and equipment not  
23 necessary for the provision of service by the Fire District but acceptable for conversion cost  
24 credit to the City.

25           2. The Fire District will submit a written Conversion Costs report ("Report") to the City  
26 Manager which shall identify estimated costs associated with conversion to Fire District  
27 standards as identified during the Fire District's evaluation as described in Section I herein.  
28 Should the City and the Fire District successfully conclude contract negotiations for annexation

1 of the City to the Fire District, Conversion Costs will be updated at the time of the transition of  
2 the City to Fire District service to reflect actual Conversion Costs borne by the Fire District.  
3 Provisions for the reimbursement of Conversion Costs by the City to the District will be  
4 included in the annexation agreement.

5 3. The Fire District shall perform the tasks necessary to complete the Survey and  
6 Report in its reasonable discretion and shall not be under the direction of the City as to the  
7 manner in which it shall prepare and complete the Survey and Report, except that the Fire  
8 District shall supply the Report fully and expeditiously as described in paragraphs 1 and 2  
9 hereof so long as the City complies with paragraphs 4 and 5 hereof.

10 4. The City shall cooperate with the Fire District by furnishing all personnel necessary  
11 for the Fire District to gather information necessary to complete the Survey and Report and  
12 shall make available (i) all City Fire Department facilities, apparatus, equipment, and records  
13 for inspection by the Fire District and (ii) City personnel for interview, consultation, and  
14 discussion as the Fire District may request from time to time. The City shall disclose to the  
15 Fire District any and all facts about the City and/or its Fire Department that could materially  
16 affect the Fire District's report.

17 5. The City shall further assemble, process, and provide to the Fire District all records  
18 and data in its possession as requested from time to time by the Fire District for the purpose of  
19 this Agreement.

20 6. The City shall pay the costs incurred by the Fire District in performing the services  
21 herein above mentioned, or incidental thereto, in the amount of twenty-four thousand dollars  
22 (\$24,000). The Fire District shall invoice the City within thirty (30) days of the effective date of  
23 this Agreement. The City shall fully reimburse the Fire District within sixty (60) days of receipt  
24 of invoice from the Fire District.

25 7. If negotiations proceed to the point that any City employee undergoes a medical  
26 examination and/or background investigation related to the transfer of City personnel to Fire  
27 District employment, and through City action or fault, annexation of the City to the Fire District  
28 does not occur, the City agrees that within sixty (60) days of receipt of invoice from the Fire

District, it shall also pay for all costs incurred by the Fire District in administering the medical examinations and background investigations of any City personnel. These costs shall be in addition to the costs discussed in paragraph 6 above. The cost of such medical examinations and background investigations shall be established by the Auditor-Controller of the County of Los Angeles. Current rates and predetermined increases are listed below:

**Background Investigation:**

The hourly rate to conduct the background investigation by a Battalion Chief is \$166 and \$133 when conducted by a Fire Captain. The time for each investigations varies, and so will the final cost. These hourly rates are for FY 2023-24. The rate will increase in FY 2024-25 due to the Cost Of Living Adjustment increase received by Fire Personnel.

**Medical Examination:**

The cost for each applicant's medical examination through the end of calendar year 2023 is \$600 per applicant. This cost will increase to \$1,000 per applicant effective January 1, 2024.

8. This Agreement may be terminated at any time by either party thereto by the giving of at least thirty (30) days' written notice of such termination to the other party; such termination shall not affect the right of the Fire District to receive prorated compensation for any work done pursuant to this Agreement up to the time of such termination date.

9. Unless otherwise agreed, all notices and communications related to this Agreement shall be sent to:

**If to Fire District:**

Anthony C. Marrone, Fire Chief  
1320 N. Eastern Avenue  
Los Angeles, CA 90063

1       If to City of Redondo Beach:

2                   Mike Witzansky, City Manager

3                   415 Diamond St.

4                   Redondo Beach, CA 90277

5       10. Indemnification

6           a. City must indemnify, defend and hold harmless the County, its Special Districts,  
7       elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from  
8       and against any and all liability, including but not limited to demands, claims, actions, fees,  
9       costs and expenses (including attorney and expert witness fees), arising from and/or relating to  
10      the performance of this Contract, except for such loss or damage arising from the sole  
11      negligence or willful misconduct of the County Indemnitees.

12          b. DISTRICT must indemnify, defend and hold harmless the City, its elected and  
13      appointed officers, employees, agents, and volunteers ("City Indemnitees") from and against  
14      any and all liability, including but not limited to demands, claims, actions, fees, costs and  
15      expenses (including attorney and expert witness fees), arising from and/or relating to the  
16      performance of this Contract, except for such loss or damage arising from the sole negligence  
17      or willful misconduct of the City Indemnitees

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1           **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be  
2 executed by their duly authorized officers.

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4           **CONSOLIDATED FIRE PROTECTION**  
5           **DISTRICT OF LOS ANGELES COUNTY**

6           **CITY OF REDONDO BEACH**

7 By \_\_\_\_\_  
8           Anthony C. Marrone, Fire Chief

9 By \_\_\_\_\_  
10           William C. Brand, Mayor

11 Date \_\_\_\_\_

12 Date \_\_\_\_\_

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14           **ATTEST:**

15 By \_\_\_\_\_  
16           Eleanor Manzano, City Clerk

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18           **APPROVED AS TO FORM:**

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20           DAWYN R. HARRISON  
21           County Counsel

22           **APPROVED AS TO FORM:**

23 By \_\_\_\_\_  
24           Senior Deputy

25 By \_\_\_\_\_  
26           Michael W. Webb, City Attorney