

**Garden Grove**  
**FIRE SERVICES AND EMERGENCY MEDICAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the ORANGE COUNTY FIRE AUTHORITY, a Joint Powers Authority ("OCFA"), and the CITY OF GARDEN GROVE, a municipal corporation and general law city in the County of Orange ("CITY".)

**RECITALS**

A. CITY is located wholly within the County of Orange.

B. CITY is legally obligated to provide fire protection services within its boundaries.

C. OCFA is the successor entity to the County of Orange Fire Department and CITY has chosen to be a member of and contract with the OCFA for the provision of fire protection services within CITY's boundaries.

**NOW, THEREFORE.** In consideration of the mutual promises contained herein, the Parties agree as follows:

I. **DEFINITIONS:** As used in this Agreement:

1. "CITY" means the City of GARDEN GROVE.
2. "AUTHORITY" or "OCFA" means the Orange County Fire Authority.
3. "Division Chief" means the Division Chief supervising Division 1, or any successor Division.
4. "CITY Council" means the City Council of the CITY of GARDEN GROVE.
5. "CITY Manager" means the City Manager of the CITY of GARDEN GROVE.
6. "JPA Board" means the Board of Directors of the Orange County Fire Authority.
7. "JPA Agreement" means the Amended Orange County Fire Authority Joint Powers Agreement dated September 23, 1999 and any subsequent amendments approved as authorized therein.
8. "Fire Chief" means the chief executive officer of the Orange County Fire Authority.
9. "Fiscal Year" means the annual period commencing on July 1st and ending June 30th.

10. "MOU" means the Memoranda of Understanding between the OCFA and (a) International Association of Firefighters Local 3631 (the Orange County Professional Firefighters Association); (b) the OCFA Chief Officers Association; (c) the Orange County Employees Association; and (d) the Orange County Fire Authority Managers' Association, as they exist on the effective date of this Agreement and as they may, from time to time, be amended or suspended.

11. "Division" means an area that identifies a specific geographical boundary that can include multiple fire suppression battalions and/or cities.

12. "Fire Battalion Chief" means an individual who supervises a battalion or an Orange County Fire Authority section, (e.g., Training Section).

13. "Battalion" means an area that identifies a specific geographical boundary that includes multiple stations and/or cities.

II. MEMBERSHIP: CITY shall be a member of OCFA and shall be subject to all the provisions, conditions, benefits, obligations and liabilities set forth in the JPA Agreement, as that Agreement may be further amended from time to time, unless otherwise provided herein. CITY shall have one representative on the JPA Board.

### III. GENERAL SCOPE:

1. OCFA shall provide to CITY fire suppression, fire prevention, fire investigation, emergency medical, rescue and related services, hazardous materials response, and community safety and education services (collectively "fire services"). Services provided exclude weed abatement services.

2. The effective date in which OCFA will begin providing services to CITY is planned for 08:00 a.m., August 16, 2019; however, in the event additional time is needed to obtain final approval of the transition, the effective date may be modified by mutual agreement of CITY and OCFA. The intent is that the effective date be scheduled approximately 120 days after final approval of the transition.

3. The level of service provided shall be the same as the general level of similar services provided by OCFA elsewhere within its boundaries. Specific service criteria are set forth in Attachment "A" to this Agreement, and incorporated herein as if fully set forth within the body of this Agreement. Any changes to such levels and method of service shall be determined by the Board of Directors and administered by the Fire Chief, who shall have direct control and supervision over the services provided pursuant to this Agreement, and who is hereby designated as the CITY Fire Chief and Fire Marshal.

4. Fire suppression and emergency medical response stations located within or assigned to the CITY are set forth below and shall be the same as existed on the effective date of this Agreement. Prior to making any changes to assigned fire suppression and emergency medical response stations, the Fire Chief shall meet and confer with the CITY Manager. Any changes in fire suppression and emergency medical response service station assignments shall be set forth in a written Memorandum of Understanding

("MOU") between the Fire Chief and the CITY Manager. In the event of failure to reach agreement with the Fire Chief, the CITY shall have the right to appeal to OCFA's Board of Directors.

5. Subsection (3) above shall not restrict the OCFA Board of Directors from approving OCFA related service enhancements from the Structural Fire Fund Entitlement Fund.

6. The Division Chief assigned to the CITY, or his or her designee, shall attend CITY Council meetings, commission meetings and CITY staff meetings when requested by the CITY Manager and shall provide the CITY with any and all reports or documents pertaining to the CITY upon reasonable request by the CITY Manager.

7. Fire suppression and emergency medical response services shall be provided from CITY locations stated below, which shall be re-designated as indicated:

<u>Location</u>	<u>Old Designation</u>	<u>New Designation</u>
11301 Acacia Pkwy	Station #1	Station #81
11805 Gilbert St	Station #2	Station #82
12132 Trask Ave	Station #3	Station #83
12191 Valley View St	Station #4	Station #84
12751 Western Ave	Station #5	Station #85
12232 West St	Station #6	Station #86
14162 Forsyth Ln	Station #7	Station #80

#### IV. ADMINISTRATION:

1. In providing fire services, OCFA hereby is authorized to and may enforce applicable CITY codes and ordinances, collect and retain any and all Fire Prevention or Miscellaneous User fees (excluding paramedic user fees) as determined by OCFA, and file any claims or actions on behalf of CITY to recover and retain amounts for emergency and hazardous materials responses.

2. The OCFA Fire Chief hereby is designated as Fire Chief of CITY.

3. Personnel and equipment routinely assigned to provide services under this Agreement shall be assigned to Battalion 11. The Battalion Chief of Battalion 11 will exercise day-to-day operational responsibility within the CITY.

4. On activation of the CITY's Emergency Operations Center (EOC), the individuals designated by the CITY Manager and the Division Chief shall be detailed to assist in EOC operations and release of local resources may occur only after their evaluation of local conditions.

V. LEASE OF APPARATUS: AUTHORITY hereby agrees to lease from CITY, and CITY hereby agrees to lease to OCFA, the following apparatus (the "specified apparatus"):

2017 Ford 250 4x4 Crew Cab	#139	1FT7W2B64HEF25569
2015 Ford F250 4x4 Crew Cab	#938	1FT7W2B61FEB24882
2002 Pierce Dash Type I	#555	4PICT02563A002750
2009 Pierce Arrow Type I	#820	4P1CA01H59A009841
2009 Pierce Arrow Type I	#821	4P1CA01H09A009861
2009 Pierce Arrow Type I	#822	4P1CA01H29A009862
2015 Pierce Arrow Type I	#958	4P1BAAGF8FA015457
2015 Pierce Arrow Type I	#959	4P1BAAGF8FA015458
2005 Pierce Dash 100" TDA (Training)	#625	4P1CD01H55A005225
2018 Air Utility	#186	3HAMKTARXKL293918

1. The specified apparatus shall be delivered to the OCFA equipped as currently equipped by the CITY. OCFA will ensure that frontline emergency apparatus assigned within the CITY (trucks, engines) will reflect the City of Garden Grove's seal, in addition to the OCFA's logo, along with wording to indicate that the apparatus is serving the City of Garden Grove.

2. For the specified apparatus, OCFA will lease from the CITY at no cost, the term of such lease shall commence concurrently with this Agreement, and the term of such lease shall terminate upon retirement of the apparatus from OCFA.

3. The specified apparatus shall be incorporated into the OCFA's established vehicle rotation and replacement programs, preventive maintenance programs, and will be enrolled in OCFA's vehicle insurance program.

4. Each fiscal year, commencing with fiscal year 2019/20, CITY shall pay to OCFA the CITY's share of the OCFA's vehicle replacement program. For fiscal year 2019/20, the annualized amount is \$306,998. The prorated amount of \$13,204 for the first partial month of August 2019, and the subsequent monthly amount of \$25,583 for September 2019 through June 2020 is included in the costs of service set out in section VII below and is subject to annual increases.

5. For purposes of the vehicle replacement program, the following useful life assumptions apply:

Useful Life:

Engine - 13 years or 120,000 miles

Truck - 17 years or 120,000 miles

Paramedic Van - 4 years or 120,000 miles

6. Upon the effective date of any termination, the value of the funds paid by the CITY as its share of the vehicle replacement program shall be returned to the CITY in an amount no greater than the funds paid by the CITY, less actual costs incurred by the OCFA for the repair, maintenance, or replacement of the specified apparatus. The value,

if positive, will be returned to the City in the form of returned apparatus, a refund of payments, or a combination of both.

#### VI. LEASE OF FIRE STATIONS:

1. CITY shall lease to OCFA and OCFA shall lease from CITY the fire stations listed in Section III pursuant to the leases set out on Attachment C. This lease will have the same term as this Agreement and the rent will be one dollar (\$1) per year per station. Upon the effective date of any termination, OCFA's lease-interest in the CITY's fire stations will terminate and the fire station facilities will be returned to CITY.

2. CITY will also provide OCFA with a \$15,000 revolving maintenance expense account per fire station for appliance repair/replacement and other minor station repairs and improvements pursuant to the JPA Agreement. This amount is included in the costs of service set out in section VII below.

VII. COST FOR SERVICE: Except as otherwise provided in this Agreement, all provisions in the JPA Agreement regarding the calculation and payment of Service Charges shall apply. To the extent of any conflict between the JPA Agreement and this Agreement, the terms set forth in this Agreement shall control with regard to the CITY.

1. CITY shall pay to OCFA the sum of \$20,322,587 for Fire and Emergency Medical Services under this Agreement from August 16, 2019 until June 30, 2020. Payment shall be made as follows:

a.	by August 16, 2019 -	\$1,007,587
b.	by September 1, 2019 -	\$1,931,500
c.	by October 1, 2019 -	\$1,931,500
d.	by November 1, 2019 -	\$1,931,500
e.	by December 1, 2019 -	\$1,931,500
f.	by January 1, 2020 -	\$1,931,500
g.	by February 1, 2020 -	\$1,931,500
h.	by March 1, 2020 -	\$1,931,500
i.	by April 1, 2020 -	\$1,931,500
j.	by May 1, 2020 -	\$1,931,500
k.	by June 1, 2020 -	\$1,931,500

2. In a letter dated September 22, 2017 from the CITY Manager to the OCFA Fire Chief, the CITY requested a proposal from OCFA for the possible provision of Fire Protection and Emergency Medical Services. The amount paid by the CITY for the proposal (\$75,000) has been applied to reduce the August 16, 2019 payment above from \$1,101,903 to \$1,026,903. This August 16, 2019 payment was then further reduced by \$19,316 to reflect CITY's fire station energy savings, bringing this payment down from \$1,026,903 to \$1,007,587.

3. Except as otherwise expressly provided in this Agreement, all sums due to AUTHORITY from CITY shall be paid at the beginning of each calendar month, in advance.

4. For each subsequent fiscal year covered by this Agreement, commencing with FY 2020/21, the Fire Chief shall notify the CITY Manager, in writing, of the estimated charges for providing the agreed services to CITY during the following fiscal year on or before March 1 of each year. Final charges for providing services to CITY during the following fiscal year will be provided, in writing, on or before May 1 of each year. CITY will pay such final charges, in monthly installments, at the beginning of each month, in advance.

5. The estimated costs and charges shall be determined pursuant to the JPA Agreement, including but not limited to Article IV, § 3B and Article VI of the JPA Agreement.

#### VIII. START-UP COSTS:

1. The parties agree that a sum, estimated not-to-exceed \$1,136,225 is owing to OCFA by CITY for start-up costs, as specified in this Agreement. Those start-up costs are as follows:

Communications/IT	\$293,146
Facilities	156,500
Personnel	152,650
Service Center	309,661
Fleet Services	20,800
EMS	203,468
Total	\$1,136,225

2. OCFA agrees to amortize these one-time start-up costs over the first ten years of this Agreement. OCFA will invoice CITY for the annual prorated amount of \$113,623 with the first monthly invoice for each fiscal year for ten years, commencing with FY 2019/20.

#### IX. PERSONNEL:

1. OCFA will offer employment effective 8:00 a.m., August 16, 2019 to the personnel employed by the CITY's fire department on the effective date of this Agreement, under the terms and conditions specified in Attachment "B" to this Agreement. Such offers are contingent upon those personnel who meet the minimum physical and medical standards for their designated positions in the OCFA, as determined by a medical examination conducted prior to the effective date of the Agreement. After 8:00 a.m., August 16, 2019, CITY shall not be liable for the payment of any wages or other compensation to any officer, employee, or agent of OCFA performing any services under this Agreement. CITY shall not be liable to any officer, employee, or agent of OCFA for any sickness or injury incurred by such person in the course of performing services under this Agreement. OCFA shall be solely responsible for all personnel actions relating to OCFA employees utilized in the performance of this Agreement. Those personnel who fail to meet the standards in the period prescribed will be offered employment on the first

occasion on which they meet the standards, but in no event shall they be offered employment after August 16, 2020.

2. Transitioning employees participate in a defined contribution plan or "Retiree Health Savings Plan" and are eligible for reimbursement benefits upon retirement as defined by the plan.

#### X. WORKER'S COMPENSATION:

To avoid the hazards, delays and risks of litigation, and to provide prompt and appropriate benefits to injured workers', the parties desire to establish a mechanism to determine their proportionate share of liability for all types of workers' compensation benefits which may become due to former employees of the Garden Grove Fire Department.

1. For any continuous trauma claim brought under the California Workers' Compensation law against OCFA by former employees of the CITY Fire Department, the Parties shall share liability in proportion to the period of time the former employee was employed by each agency. CITY agrees to indemnify and hold harmless OCFA for all workers' compensation and/or administrative costs incurred as a result of any such claim, of any nature or type whatsoever, to the extent of the proportion the period of time the former employee was employed by CITY bears to the total period of time the former employee was employed by both CITY and OCFA.

2. For any claim originally brought under the workers' compensation laws of California against CITY for which residual or ongoing benefits may be due, CITY shall indemnify and hold harmless OCFA for the cost of all such benefits, including any/all administrative costs, without reference to apportionment, and shall reimburse OCFA for the same to the extent paid by OCFA. Such indemnity, hold harmless, and reimbursement obligation shall specifically include, but is not limited to, costs of medical treatment, new and further disability, Labor Code section 4850 benefits, and any other benefits under the laws governing the California Workers' Compensation System.

3. For any specific injury claimed by former CITY Fire Department employees under the California Workers' Compensation laws, alleged to have occurred after the date of transfer of employment to OCFA, the OCFA shall bear the full cost of any workers' compensation benefit due, which is attributed solely and exclusively to such specific injury.

4. For any claim brought by former CITY fire Department employees arising under any presumption of injury arising out of the California Labor Code, regardless of the date such claim is filed, CITY shall indemnify and hold harmless OCFA for all workers' compensation benefits and/or administrative costs incurred, which may become due, based upon the proportionate respective percentage of employment as described in Section X.1. above.

5. The Parties expressly agree that the above indemnification and hold harmless obligations are contractual in nature and not based on any determination by the WCAB.

6. ARBITRATION: IN THE EVENT OF DISPUTES ARISING UNDER THIS SECTION X OF THE AGREEMENT, THE OCFA AND CITY AGREE SUCH DISPUTES SHALL BE DETERMINED EITHER BY AGREEMENT OF THE PARTY, OR IF EITHER PARTY DETERMINES THE DISPUTE CANNOT BE RESOLVED BY AGREEMENT, THEN BY BINDING ARBITRATION BEFORE AN INDIVIDUAL ARBITRATOR WITH EXPERTISE IN WORKER'S COMPENSATION ISSUES. SUCH ARBITRATOR SHALL BE SELECTED EITHER BY MUTUAL AGREEMENT OF THE PARTIES, OR FAILING THAT, BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICE (JAMS). THE COST OF THE ARBITRATION SHALL BE SHARED EQUALLY BY THE PARTIES.

#### XI. INDEMNIFICATION:

1. OCFA shall defend, indemnify and hold harmless the CITY and its officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys fees) arising out of or in any way related to acts or omissions of OCFA, its officers, employees or agents in the performance of services pursuant to this Agreement.

2. CITY shall defend, indemnify and hold harmless OCFA and its officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys fees) arising out of or in any way related to acts or omissions of CITY, its officers, employees or agents. This Section 11.2 shall apply whether or not the incident or occurrence occurred prior to or after the effective date.

3. The provisions of this Section XI shall survive termination or expiration of this Agreement.

4. For purposes of this Section XI, the Fire Chief shall be deemed to be an officer, employee, agent and representative of OCFA, and not of CITY.

#### XII. TERM AND TERMINATION:

1. This Agreement shall commence on the date first written above, provided the Agreement has been approved as required under the JPA Agreement and by the CITY Council. Delivery of services shall commence on August 16, 2019, or when this Agreement is approved, whichever is later. CITY may terminate this Agreement by giving written notice of withdrawal to the Clerk of the Authority prior to July 1 of the second to last year of every ten-year interval of the twenty-year term of the JPA Agreement (e.g. for the first ten-year interval, notice must be given by July 1, 2028 to withdrawal by June 30, 2030). OCFA may terminate this Agreement upon written notice to CITY in the event of non-payment or other default of the terms required herein or in the JPA Agreement.

2. Upon termination or expiration of this Agreement or other cessation of CITY's membership in OCFA, CITY agrees to pay OCFA the amount of the unfunded pension liability that had accrued during the term of this Agreement for the number of OCFA employees serving the CITY. In the event of any dispute regarding the amount of the unfunded pension liability at that time, the parties agree that the amount shall be



determined by an independent actuary selected either by mutual agreement of the parties, or failing that, by the actuary used by the Orange County Employees Retirement System (OCERS). The parties shall share any costs charged by the actuary for calculating such amount. The Parties shall agree to a payment schedule for such amount. If the parties are unable to agree upon a payment schedule, the amount shall be amortized so the CITY will pay down the full amount of the unfunded liability over a fifteen (15) year period assuming a rate of return assumed by OCERS as its return on its investments as of the date of termination. Payments pursuant to this Section shall be made by the CITY to OCFA. The provisions of this Section XII shall survive termination or expiration of this Agreement.

XIII. ANNEXATIONS: In the event of any CITY annexation of territory within the Structural Fire Fund, the level of Structural Fire Fund and redevelopment revenues existing at the time of the annexation shall continue to pass through to OCFA as compensation for the services provided pursuant to the JPA Agreement, unless otherwise agreed to by the parties hereto. As used herein, "level of Structural Fire Fund and redevelopment" shall mean the amount of such revenues existing at the time of annexation, adjusted by any diminution or growth in value occurring thereafter. It is the intent of the parties that CITY annexations not have an adverse financial effect on OCFA. Annexations that do not result in additional OCFA service demand and, therefore require no additional OCFA resources, will not result in additional charges to CITY as a result of said annexation.

XIV. EFFECTIVE DATE AND TERM: The effective date of the Agreement shall be 8:00 a.m., August 16, 2019 and unless terminated in accordance with the provisions herein and in the JPA Agreement, this Agreement shall remain in force for the same duration as the JPA Agreement, and as the JPA Agreement may be amended from time to time.

XV. INDEPENDENT CONTRACTOR: CITY shall not be liable for the direct payment of any wages or other compensation of any officer, employee, or agent of OCFA performing any services under this Agreement. CITY shall not be liable to any officer, employee, or agent of OCFA for any sickness or injury incurred by such person in the course of performing services under this Agreement, except to the extent set forth in Section XI. OCFA shall be solely responsible for all personnel actions relating to OCFA employees utilized in the performance of this Agreement. The employees of OCFA shall not be deemed employees of CITY as a result of this Agreement, except as necessary pursuant to Penal Code Section 1463 et seq. for cities to obtain their statutory share of fire revenues.

XVI. MISCELLANEOUS PROVISIONS:

1. This agreement supersedes any prior agreements between OCFA and CITY. The CITY Manager and Fire Chief may enter into an MOU for operational issues.

2. This Agreement may be amended only in writing, in whole or in part, and signed by both parties. No waiver of any term or condition herein shall be a continuing waiver thereof.

3. This Agreement shall be interpreted in a manner complementary to the JPA Agreement, including the provisions which govern city member participation. In the event of an irreconcilable conflict between this Agreement and the JPA Agreement, this Agreement shall prevail.

CITY OF GARDEN GROVE

ORANGE COUNTY FIRE AUTHORITY

By: \_\_\_\_\_  
Steven R. Jones, City Mayor

By: \_\_\_\_\_  
Joe Muller, Chair

Attest:

Attest:

By: \_\_\_\_\_  
Teresa Pomeroy, City Clerk

By: \_\_\_\_\_  
Sherry A.F. Wentz,  
Clerk of the Authority

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
Daphne Anneet, Special Counsel

By: \_\_\_\_\_  
John Bakker, Special Counsel

**ATTACHMENT A**  
**SERVICE CRITERIA**

**SERVICE LEVEL**

**Management Committee**

The OCFA Fire Chief, executive management team, and management staff are committed to providing CITY with an effective and efficient level of service. The Division 1 Chief will be assigned to attend CITY Council and CITY management meetings requested by CITY Manager.

A battalion chief will have the day-to-day operational responsibility within the CITY of Garden Grove. CITY will become part of the Battalion 11.

Additionally, the OCFA management is committed to being responsive to CITY requests for participation in community activities and other such meetings and/or functions upon the request of the CITY manager or designated CITY staff.

The OCFA will provide personnel to the CITY's EOC in the event of activation and work with the CITY to provide training as mutually agreeable between the OCFA Fire Chief or his representative and the CITY Manager.

**Emergency Response**

1. Response Performance

OCFA will utilize the Board of Directors' adopted standards of cover for response performance. OCFA monitors all of the standards and reports on performance to the City Manager on a quarterly basis.

2. Station Resources

<b>Station #81</b> (Current Station #1) Paramedic Truck Battalion Chief	<b>Station #82</b> (Current Station #2) Paramedic Engine	<b>Station #83</b> (Current Station #3) Paramedic Engine	<b>Station #84</b> (Current Station #4) Paramedic Engine
<b>Station #85</b> (Current Station #5) Paramedic Truck	<b>Station #86</b> (Current Station #6) Paramedic Engine	<b>Station #80</b> (Current Station #7) Paramedic Engine	

The OCFA will provide four person staffing for front line emergency units stationed in Garden Grove and will provide minimum staffing as outlined in the firefighter MOU.

## **ATTACHMENT A**

### **SERVICE CRITERIA**

<b><u>Type of Call</u></b>	<b><u>Standard Response</u></b>
Small vehicle, fence, power pole, or trash fire	One engine company
Large vehicle, (trucks) or grass fire	Two engine companies and one battalion chief
All structural fires	Four engine companies, two truck companies, one paramedic unit (if necessary), and two battalion chiefs
Structure Fires/Residential "Working Fire"	Four engine companies, two truck companies, one paramedic unit (if necessary), and two battalion chiefs, division chief, safety officer, service support, investigator, public information officer
Structure Fires/Commercial-Apt "Working Fire"	Four engine companies, three truck companies, one paramedic unit (if necessary), and two battalion chiefs, division chief, safety officer, service support, investigator, public information officer
Medical aid or rescue call	The closest paramedic engine or paramedic truck company or a paramedic unit will respond with the closest non-paramedic unit
Traffic accident w/persons trapped	One engine company, one truck company, one paramedic unit (if necessary), and one battalion chief
Hazardous materials incident (outside)	One engine, the hazardous materials unit, one truck company, one battalion chief, and additional units as required (i.e., additional engines, paramedics etc.)
Hazardous Materials incident (inside structure)	Four engine companies, one truck company, one battalion chief, one division chief, hazardous materials unit, public information officer, terrorist liaison officer, additional units as required (i.e., additional engines, paramedics, etc.)
Public service calls	Closest engine or truck company
Second and each additional alarm	Three engines, one truck company, one air utility unit, one additional battalion chief, division chief, and Safety Officer
High rise response	Six engines, three trucks, two battalion chiefs, one division chief, heavy rescue, one medic unit, one air utility unit, one safety officer, one duty officer, other overhead units
Cover assignments	Any emergency of extended duration will result in an automatic move-up of equipment in accordance with the OCFA's move-up and cover plans

## **ATTACHMENT A**

### **SERVICE CRITERIA**

#### **3. Move-up and Cover**

The move-up and cover program is designed to meet the response needs of the community by the movement of apparatus into critical areas based on the probability of emergency responses. Move-up and cover assignments shall occur in accordance with the OCFA's standard operating procedure.

#### **4. Emergency Dispatch**

Authority will provide dispatchers who are trained in Emergency Medical Dispatch (EMD).

Authority will maintain Mobile Data Terminals within fire department emergency apparatus capable of utilizing the Authority's Computer Aided Dispatch (CAD).

Authority will maintain emergency service radio system that will have coverage of 99% of the CITY and have multiple channel capability for major incidents.

### **FIRE PREVENTION**

OCFA will provide education and prevention services as follows:

1. Analyze fire data to identify fire risks and target populations. Develop and implement programs to address them utilizing "best practices": education, engineering and/or enforcement.
2. Provide annual fire prevention inspections for identified occupancies.

Provide fire protection and engineering consultation services to the CITY planning staff and commissions for tentative tract, parcel maps, and other land use proposals which may require fire department input, including fire department plan check and engineering review of specific risks (industrial, commercial, institutional, and applicable single and multi-family dwellings) for conformance with fire code requirements and state fire and life safety regulations, upon specific request.

### **INCIDENT INVESTIGATION**

OCFA shall provide origin and cause investigative services on identified incident types reported to the fire department within the CITY. OCFA Fire Investigation Section shall be assigned to determine the cause of every major fire, fire fatality, or significant dollar loss.

### **PUBLIC INFORMATION/EDUCATION**

OCFA will provide fire prevention and safety education programs to targeted schools, businesses, community associations, child-care providers, and other members of the community and will respond to information requests from the community. Community safety and education programs shall be provided, after consultation with the CITY manager, to educate targeted residents and businesses in order to help preserve life and property.

## **ATTACHMENT A**

### **SERVICE CRITERIA**

#### **HAZARDOUS MATERIALS RESPONSE**

The OCFA will provide hazardous materials response service to the CITY. The OCFA does not provide hazardous materials cleanup, removal, or disposal. The OCFA maintains a hazardous materials response capability, meeting the state standards for a Type I hazardous materials response team.

#### **EMERGENCY MEDICAL RESPONSE**

OCFA will provide emergency medical response services within the CITY. Ambulance service will be supervised by the CITY. CITY will retain all revenues collected from existing paramedic subscription and ambulance transport program for medical responses within the CITY. The CITY will be responsible for the cost of the Ambulance Program.

#### **AUTOMATIC AID / MUTUAL AID**

OCFA will, immediately upon execution of this Agreement, commence negotiations for automatic aid agreements with those fire agencies that currently have automatic aid agreements with the CITY.

#### **GRANT ADMINISTRATION**

The OCFA will provide Grant Administration services for the City for grants relating to the provision of Fire and Emergency Medical Services. OCFA's Grant Administration services include the grant application process, approval process, and expenditure-management process, as well as ensuring compliance with reporting requirements.

#### **RESOURCE PLACEMENT ANALYSIS**

Based on service level need, the CITY and OCFA will evaluate and determine the service need for the following:

**Response Performance for Configuration of Response Units:** Following a two-year period, OCFA and the CITY will evaluate the response performance for the current configuration of response units in the CITY (excluding ambulance service, which may be reviewed sooner) and discuss the results of the analysis, including any recommendations from either party for modifications that are warranted. Resource modifications may be available with additional new partnering cities.

## **ATTACHMENT B**

### **TRANSITION OF PERSONNEL**

#### **SWORN PERSONNEL**

The following CITY Fire Department safety employees shall be offered employment by the OCFA at the rank and salary stated below:

#### **Name**

#### **Rank or Position**

#### **Salary Step**

See Exhibit 1 for the detailed list of names, rank or position, and salary step for Sworn Personnel.

(Persons who accept employment with the OCFA pursuant to this offer are hereafter referred to as "transitioning employees".)

CITY will furnish to OCFA, prior to the effective date of this Agreement, the date of hire and the length of continuous service for each employee listed above. The CITY warrants the accuracy of such data and will defend and hold harmless OCFA in any proceeding based on the alleged inaccuracy of such data.

In accordance with the applicable MOU, transitioning personnel assigned by the OCFA to hazardous materials, ARFF, USAR Logistics, Staff Assignment, EMT, or paramedic assignments will be paid specialty pay. Bilingual transitioning employees will receive the compensation provided under the Bilingual Pay section of the MOU. All sworn transitioning personnel who currently receive bilingual pay (as certified by the CITY) will be granted grandfathered status, with no new testing requirement, for purposes of receiving either OCFA's Spanish Language Pay or OCFA's Bilingual Pay as defined by OCFA's MOU.

Education incentive pay is available by application. Transitioning personnel assigned to positions requiring special training will receive such training.

Transitioning employees will be considered to have passed their probation period with the OCFA, except for the following:

1. Any employee who has not completed probation with the CITY.
2. Any employee who has been suspended within the last one (1) year.

If an employee meets any of the above exceptions, the employee may, at the discretion of the OCFA Fire Chief, be required to serve a new probation period of fifty-two continuous weeks from the date they are first employed by OCFA, ending with the first day of the pay period following completion of said period as defined by the applicable MOU. At the sole discretion of the OCFA Human Resources Director, the new probation period required hereunder may be reduced, but under no circumstances shall the probation period be reduced to less than six (6) months.

## **ATTACHMENT B**

### **TRANSITION OF PERSONNEL**

Notwithstanding anything to the contrary, it is agreed the OCFA will not accept for employment those CITY employees who have been dismissed from service, or have been issued a Notice of Intent to Dismiss prior to August 16, 2019 which has not been resolved as of the Effective Date of this Agreement, regardless of the outcome of pending litigation stemming from such dismissal or pending dismissal. Said employees, if applicable, will remain employees of CITY.

Except as modified herein, continuous employment with CITY shall be considered the same as continuous employment with the OCFA for all transitioning employees only for the purposes of meeting minimum requirements for promotional opportunities and the accrual of vacation and sick leave. Transitioning employees shall accrue vacation and sick leave at the rates designated in the applicable MOU.

All transitioning employees will participate in a defined contribution plan or "Retiree Health Savings Plan" and are eligible for reimbursement benefits upon retirement as defined by the plan.

OCFA will supply new uniforms and necessary additional safety clothing to transitioning personnel. The cost of such uniforms and clothing has been included as part of the start-up costs to be paid by CITY.

CITY safety clothing in the possession of transitioning employees on the effective date of this Agreement shall become the property of the OCFA at no cost.

Transitioning employees will be accorded reciprocity in the Orange County Employees Retirement System to the extent they are entitled to such reciprocity by the County Employees Retirement Act of 1937.

The CITY certifies that the listing of service hours provided by the CITY for employees transitioning to employment with the OCFA is a true and accurate computation of service hours for each transition employee during his or her employment with the CITY. These service hours reflect 2080 service hours for each year of service with the CITY, plus a prorated number of hours for any partial year of service with the CITY through, less a prorated number of hours for any time off without pay for either an unpaid leave of absence or an unpaid suspension. In the event of any conflict regarding the computation of service hours after the date of transitioned, provided the transitioned employee(s) release a review of their Garden Grove record, the CITY will make available any records necessary to resolve the complaint. If the transition employee(s) does not release their CITY record for review the CITY will research their records and assist the OCFA in resolution of the conflict.



## **ATTACHMENT B**

### **TRANSITION OF PERSONNEL**

#### **NON SWORN PERSONNEL**

The following CITY Fire Department non-safety employees shall be offered employment by the OCFA at the position and salary step stated below:

#### **Name**

#### **Position**

#### **Salary Step**

See Exhibit 2 for the detailed list of names, positions, and salary step for Non-Sworn Personnel.

Employees who accept a non-safety position with the OCFA will be considered “new hires” and will serve a probationary period. All non-safety employees will follow the OCEA General/Supervisory Unit MOU. Bilingual pay and education incentive pay is available based on application.

## **ATTACHMENT B - EXHIBIT 1**

The following CITY Fire Department safety employees shall be offered employment by the OCFA at the rank and salary stated below:

### **SWORN PERSONNEL (TOTAL COUNT = 77)**

#### **Sworn Positions – Created by Contract (Count =87)**

<b>Name</b>	<b>Rank or Position</b>	<b>Salary Step</b>
1. Maule, Cheyne C.	Battalion Chief	BC 1 – bottom of BC Salary Range
2. McGovern, Terry A. Jr	Battalion Chief	BC 2 – top of BC Salary Range
3. Truhill, Justin	Battalion Chief	BC 3 – within BC Salary Range
4. Whitaker, Paul J.	Battalion Chief	BC 4 – top of BC Salary Range
1. Acosta, Anthony R.	Fire Captain	10
2. Acosta, Alberto	Fire Captain	10
3. Breneman, Jerry R.	Fire Captain	10
4. Doyle, Justin D.	Fire Captain	10
5. Fellner, Steve P.	Fire Captain	10
6. Gabbard, James L.	Fire Captain	10
7. Garcia, Drew R.	Fire Captain	10
8. Hanna, Jeff W.	Fire Captain	10
9. Kleibacker, Matthew C.	Fire Captain	8
10. Kuhlman, Scott A.	Fire Captain	10
11. Nguyen, Thanh Q.	Fire Captain	10
12. Niblo, Frederick N.	Fire Captain	10
13. Pardoen, Brent C.	Fire Captain	10
14. Rieth, Michael Kurt	Fire Captain	6
15. Ruhman, Wade E.	Fire Captain	10
16. Ruzicka, Dennis L.	Fire Captain	10
17. Schaefer, Nick R.	Fire Captain	10
18. Spell, Morris B.	Fire Captain	10
19. Strohm, William S.	Fire Captain	10
20. Trenholm, Christopher B.	Fire Captain	10
21. Waldschmidt, David S.	Fire Captain	10
22. Weiss, Mark S.	Fire Captain	10
1. Baranger, John D. III	Fire Apparatus Engineer	10
2. Bauer, Lucas B.	Fire Apparatus Engineer	10
3. Bell, Bradley D	Fire Apparatus Engineer	10
4. Camberos, Jose J.	Fire Apparatus Engineer	10
5. Crawford, Joe W.	Fire Apparatus Engineer	10
6. Crawford, Timothy A.	Fire Apparatus Engineer	10
7. Eckhardt, Michael G. Jr.	Fire Apparatus Engineer	10
8. Henshaw, Matthew R.	Fire Apparatus Engineer	10
9. Jacobs, Michael L.	Fire Apparatus Engineer	10

## **ATTACHMENT B - EXHIBIT 1**

10. Jemiola, Jordan R.	Fire Apparatus Engineer	10
11. Lovely, Norman M.	Fire Apparatus Engineer	10
12. Marquez, John M. Jr.	Fire Apparatus Engineer	10
13. Mellem, Shane D.	Fire Apparatus Engineer	10
14. Mellem, Travis M.	Fire Apparatus Engineer	10
15. Nguyen, Son L.	Fire Apparatus Engineer	10
16. Sanchez, David C.	Fire Apparatus Engineer	10
17. Scherer, Scott A.	Fire Apparatus Engineer	10
18. Traver, Justin D.	Fire Apparatus Engineer	10
19. Valderrama, Mario G.	Fire Apparatus Engineer	7
20. Wingert, Joseph A. Jr.	Fire Apparatus Engineer	10

1. Blomgren, Jason R.	Firefighter/Paramedic	1
2. Burroughs, Myles S.	Firefighter/Paramedic	9
3. Carlson, David M.	Firefighter/Paramedic	3
4. Cary, Parker W.	Firefighter/Paramedic	1
5. Feldman, Joshua A.	Firefighter/Paramedic	9
6. Fisher, Timothy D.	Firefighter/Paramedic	9
7. Furuta, Garret M.	Firefighter/Paramedic	1
8. Hawkins, Christopher P.	Firefighter/Paramedic	1
9. Howey, Shane S.	Firefighter/Paramedic	9
10. Huber, Peter M.	Firefighter/Paramedic	9
11. Justus, Jaycen R.	Firefighter/Paramedic	1
12. Knaack, Anthony L.	Firefighter/Paramedic	9
13. Lee, Joshua D.	Firefighter/Paramedic	1
14. Lerario, Nicholas A.	Firefighter/Paramedic	1
15. Moore, Daniel J.	Firefighter/Paramedic	5
16. Nobel, Grant A.	Firefighter/Paramedic	9
17. Norrdin, Eric S.	Firefighter/Paramedic	3
18. Page, Anthony J.	Firefighter/Paramedic	1
19. Palomo, Eric M.	Firefighter/Paramedic	7
20. Roach, Andrew J.	Firefighter/Paramedic	3
21. Ronstadt, Richard	Firefighter/Paramedic	9
22. Stowe, Timothy N.	Firefighter/Paramedic	1
23. Thorson, Eric	Firefighter/Paramedic	9
24. Van Wie, Ryan D	Firefighter/Paramedic	7
25. White, Jonthan C.	Firefighter/Paramedic	1
26. Williams, Gregory D.	Firefighter/Paramedic	5
27. Yorke, Jeremie E.	Firefighter/Paramedic	1
28. Clermont, Ynes G.	Firefighter	1
29. Jaeger, William R.	Firefighter	1
30. Lindsay, Corey L	Firefighter	4
31. Mickelsen, Mark A.	Firefighter	9

**ATTACHMENT B - EXHIBIT 2**

The following CITY Fire Department non-safety employees shall be offered employment by the OCFA at the position and salary step stated below:

**NON SWORN PERSONNEL (TOTAL COUNT = 3)**

<b><u>Name</u></b>	<b><u>Position</u></b>	<b><u>Salary Step</u></b>
1. Dahlheimer, Bryson T.	Fire Prevention Specialist	1
2. Nguyen, Don T.	Senior Fire Prevention Specialist	11
3. Pollock, Amanda M.	Administrative Assistant	6

**ATTACHMENT C**

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

---

Exempt from fees per Government Code § 27383  
(space above for recorder's use)

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**LEASE AGREEMENT  
FOR FIRE STATIONS #80-86**

between

City of Garden Grove with City Seal attached  
and



Orange County Fire Authority  
1 Fire Authority Road  
Irvine, California 92602

This Facility Lease Agreement (“the Lease”) is made to be effective as of August 16, 2019, by and between the Orange County Fire Authority (“OCFA” or “LESSEE”), a California joint powers authority, and the City of Garden Grove (“CITY” or “LESSOR”), a California general law city, (collectively, “the Parties”).

## **RECITALS**

A. WHEREAS, CITY is the owner of seven (7) fire station facilities and related real property within the City of Garden Grove, California, at those locations described in Exhibit A and depicted in Exhibit B; and

B. WHEREAS, CITY is a member of OCFA and is a party to that certain Amended Orange County Fire Authority Joint Powers Agreement, dated September 23, 1999, as amended by that certain First Amendment to the Amended Joint Powers Agreement, effective July 1, 2010, (the "Joint Powers Agreement"); and

C. WHEREAS, the Joint Powers Agreement requires fire stations owned by member cities to be leased to OCFA for one dollar (\$1.00) per annum; and

D. WHEREAS, CITY and OCFA are also parties to that certain Fire Services and Emergency Medical Services Agreement, dated \_\_\_\_\_, 2019 (the "Fire Services Agreement"), effective August 16, 2019, which sets forth the terms pursuant to which OCFA provides fire protection, emergency medical, and related services to CITY; and

E. WHEREAS, the term of the Fire Services Agreement runs concurrently with the term of the Joint Powers Agreement and remains in effect for so long as CITY is a member of OCFA; and

F. WHEREAS, the Parties mutually desire to enter into a lease agreement for the Premises;

NOW THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows.

## **AGREEMENT**

### **1.0 Premises**

1.1. CITY leases to OCFA and OCFA leases from CITY those portions of the Premises described in Exhibit A and depicted in Exhibit B attached hereto and incorporated herein (hereinafter the "Leased Premises"). Notwithstanding any contrary indications in the Fire Services Agreement or in this Agreement (including Exhibits A and B), the Parties agree that Leased Premises with respect to Garden Grove Fire Station No. 1 (11301 Acacia Parkway) specifically exclude the underground fuel tanks that are presented used to fuel fire apparatus. The parties will endeavor to negotiate a separate agreement that allows OCFA to purchase fuel from CITY to fuel vehicles and apparatus at Garden Grove Fire Station No. 1.

### **2.0 Term**

The term of this Lease shall run concurrently with the term of the Fire Services Agreement and any extensions or renewals thereof. If the Fire Services Agreement is terminated for any reason, this Lease shall concurrently terminate in its entirety. This Lease may not be terminated during the term of this Lease except upon mutual agreement of the Parties.

### **3.0 Use of Premises**

3.1. OCFA shall inspect the Leased Premises prior to taking possession. Should following its inspection OCFA determine in its reasonable discretion that the Lease Premises are not in a good and acceptable condition, CITY shall be responsible for completing any necessary remedial work. OCFA's possession and use of the Leased Premises after the Effective Date shall constitute acknowledgment that the Leased Premises are in good and acceptable condition.

3.2. The Leased Premises shall be used exclusively by OCFA, its officers, agents, employees, and volunteers to provide fire protection, suppression, and medical aid services, and related activities, to CITY and in surrounding geographic areas in accordance with the Joint Powers Agreement and Fire Services Agreement, or any subsequent amendments thereto, and for no other purposes.

3.3. OCFA shall not use the Premises in any manner contrary to the terms of this Lease without CITY's prior written consent. CITY's authorized representative shall have the right at all reasonable times to inspect the Leased Premises to determine if the OCFA and its guests are complying with the provisions of this Lease.

3.4. OCFA shall not commit any waste or any public or private nuisance on the Premises.

3.5. OCFA shall not violate any law, rule, or order of any federal, state, or municipal government or agency that may be applicable to the use of the Premises.

3.6. OCFA shall not commit any act on the Premises nor use the Premises in any manner that causes the cancellation of any fire, liability, or other insurance policy insuring the Premises or any improvement on the Premises.

3.7. On or before the effective date of termination of this Lease, OCFA shall vacate the Premises, remove all of OCFA's personal property from the Premises, and leave the Premises in good order and repair subject to the satisfaction of the City Manager.

### **4.0 Rent**

OCFA shall pay CITY as rent for the Leased Premises the sum of One Dollar (\$1.00) per year per fire station facility, at the beginning of the first and subsequent years of the term of this Lease. Rent shall not include the cost of utilities or telephone services.

### **5.0 Telephone Service and Utilities**

5.1 Telephones desired by OCFA for use by OCFA, its employees, or agents, and the cost thereof shall be secured by and paid for by OCFA.

5.2 OCFA shall pay all costs of utilities for the Leased Premises.

### **6.0 Alterations and Improvements**

6.1 OCFA may make alterations, improvements and changes in or to the Leased Premises, including but not limited to, the installation of fixtures, partitions, counters, shelving,

and equipment as OCFA deems necessary, with the prior written consent of the City Manager, which consent shall not be unreasonably withheld. It is agreed that any such fixtures, partitions, counters, shelving, equipment, or other alterations or improvements attached to or placed upon the Leased Premises by OCFA shall be considered as personal property of OCFA, which may be removed by OCFA upon termination of this Lease. OCFA shall repair any damage to the Leased Premises from such removal and agrees that the Leased Premises shall be left in as good condition as when received, reasonable wear and tear excepted.

6.2 Capital improvements to the Leased Premises required by OCFA shall be the obligation of CITY in accordance with Article VI of the Joint Powers Agreement, as it may be amended from time to time.

## **7.0 Maintenance and Repairs**

7.1. OCFA shall keep the Leased Premises in good condition and repair. All damages or injury to the Leased Premises or its contents caused by OCFA, its employees, agents or visitors shall be promptly repaired by OCFA to the satisfaction of the City Manager.

7.2. Maintenance and repairs to the Leased Premises shall be funded in accordance with Article VI of the Joint Powers Agreement, as it may be amended from time to time.

7.3. The cost of repairs required to assure structural integrity and to maintain the habitability of the Premises in compliance with building and health and safety codes will be the sole responsibility of CITY. Significant maintenance or repairs to the Leased Premises that constitute capital improvements pursuant to the Joint Powers Agreement shall be the obligation of CITY in accordance with Article VI of the Joint Powers Agreement, as it may be amended from time to time.

7.4. Unless otherwise mutually agreed by the Parties, CITY shall be responsible for maintenance and repair of all exterior landscaping, parking areas, driveways, joint use areas, if any, and all portions of the Premises other than the Leased Premises.

## **8.0 Party Representatives**

8.1. The City Manager is the CITY's representative for purposes of this Lease.

8.2. The Fire Chief is the OCFA's primary representative for purposes of this Lease.

## **9.0 Notices**

9.1. All notices permitted or required under this Lease shall be deemed made when personally delivered or when mailed 60 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at the following addresses:

To CITY:                      City of Garden Grove  
                                     11222 Acacia Pkwy  
                                     Garden Grove, California 92840  
                                     Attn: City Manager



To OCFA:                      Orange County Fire Authority  
                                         1 Fire Authority Road  
                                         Irvine, California 92602  
                                         Attn: Fire Chief

9.2. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

## **10.0 Relationship of the Parties**

The only relationship created by this Lease is that of lessor and lessee. Neither CITY nor any of its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of CITY officials, shall have control over the means of service or means of production of OCFA or any of its officers, employees, agent, or volunteers.

## **11.0 Assignment**

Neither Party shall assign or transfer any interest in this Lease whether by assignment or novation, without the prior written consent of the other Party. Any purported assignment without such consent shall be void and without effect.

## **12.0 Insurance**

12.1. OCFA shall, at its expense, procure and maintain for the duration of the Lease, comprehensive general liability insurance and/or self-insurance against claims for injuries to persons or damages to property that may arise from or in connection with its use of the Leased Premises, in an amount of no less than \$ per occurrence for bodily injury, personal injury and property damage for each location. All insurance coverage provided by OCFA shall be primary and not contributory insurance as respects the CITY, shall name CITY, its officials, officers, employees, agents, and volunteers as additional insureds, and shall be endorsed to provide that coverage shall not be suspended, voided, reduced, or cancelled except after thirty (30) days prior written notice to the CITY. By the effective date of this Lease, the OCFA shall provide CITY with evidence of compliance with these requirements.

12.2. Where a particular Leased Premises consist of an entire building, OCFA shall, at its expense, procure and maintain for the duration of the Lease, fire insurance with extended coverage on the Leased Premises to the full insurable value of the Leased Premises. By the effective date of this Lease, the OCFA shall provide CITY with evidence of compliance with these requirements.

12.3. Where a particular Leased Premises is within a building that is not entirely occupied by OCFA, CITY shall maintain throughout the duration of the Lease, fire insurance with extended coverage on the Leased Premises to the full insurable value of improvements located on the Leased Premises. By the effective date of this Lease, the CITY shall provide OCFA with evidence of compliance with these requirements.

### **13.0 Indemnification, Hold Harmless, and Duty to Defend**

13.1. OCFA shall defend, indemnify and hold harmless the CITY and its officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorney's fees) arising out of or in any way related to acts or omissions of OCFA, its officers, employees or agents relating to OCFA's occupancy and use of the Premises.

13.2. CITY shall defend, indemnify and hold harmless OCFA and its officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorney's fees) arising out of or in any way related to acts or omissions of CITY, its officers, employees or agents relating to CITY's ownership, occupancy, and use of the Premises.

13.3. All duties and obligations under this Section shall survive termination of this Lease.

### **14.0 Taxes and Assessments**

All taxes and assessments, if any, which become due and payable upon the Premises, shall be the full responsibility of CITY, and CITY shall cause said taxes and assessments to be paid promptly.

### **15.0 Equal Opportunity**

OCFA affirmatively represents that it is an equal opportunity employer. OCFA must not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, sexual orientation, or age. Such non-discrimination includes, but is not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

### **16.0 Labor Certification**

By its signature hereunder, OCFA certifies that it is aware of the provisions of Section 3700 of the California Labor Code that require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing use of the Premises.

### **17.0 Defaults and Remedies**

In the event of any breach of this Lease by either party, the aggrieved party may notify the other in writing of such breach, and the breaching party shall have thirty (30) days in which to initiate action to cure said breach before the other party may proceed to complete the cure of such breach with due diligence or to take any other remedies for default.

### **18.0 Successors in Interest**

Unless otherwise provided in this Lease, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, assigns of all of the parties hereto, all of whom shall be jointly and severally liable hereunder.

## **19.0 Destruction of or Damage to Premises**

In the event of (A) partial destruction of the Premises; or (B) the Premises being declared unsafe or unfit for occupancy by any public authority authorized to make such declaration, for all reason other than OCFA's act, use, or occupation, except as otherwise provided herein: CITY shall immediately make repairs as are necessary to restore the Premises to the condition which existed prior to destruction or damage and/or make repairs as are necessary to make the Premises safe and fit for occupancy. The destruction (including any destruction necessary in order to make repairs required by any declaration), damage or declaration shall in no way render this Lease null and void. If CITY refuses to make such repairs or if such repairs are not completed by CITY within 60 days, OCFA may, at its option, terminate the Lease, or, OCFA's cost of such repairs, including labor, materials, and overhead, may be included by OCFA in amounts owing by CITY to OCFA pursuant to the Joint Powers Agreement, as it may be amended from time to time.

## **20.0 Circumstances Which Excuse Performance**

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this clause shall excuse either Party from the prompt payment of any rental or other charge required of it except as may be expressly provided elsewhere in this Lease.

## **21.0 Entire Agreement**

This Lease contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Lease may only be modified by a writing signed by both parties. Notwithstanding the foregoing, this Lease shall be subject to, and interpreted to be consistent with, the Joint Powers Agreement and the Fire Services Agreement, as they may be amended from time to time. In the event of any inconsistency between the terms of this Lease and the terms of the Joint Powers Agreement and/or the Fire Services Agreement, as they may be amended, the terms of the Joint Powers Agreement, then the terms of the Fire Services Agreement, shall govern, and the terms of this Lease shall be deemed to have been amended in accordance therewith.

## **22.0 Severability**

The invalidity in whole or in part of any provisions of this Lease shall not void or affect the validity of the other provisions of this Lease.

## **23.0 Construction and Governing Law**

The validity, interpretation, and performance of this Lease shall be controlled by and construed under the laws of the State of California. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Lease shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Lease or who drafted that portion of the Lease.

#### **24.0 No Third Party Rights**

No third party shall be deemed to have any rights hereunder against either party as a result of this Lease.

#### **25.0 Waiver**

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

#### **26.0 Holding Over**

In the event OCFA shall continue in possession of the Leased Premises after the term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month-to-month and shall be governed by the conditions and covenants contained in this Lease.

#### **27.0 Time**

Time is of the essence in this Lease.

#### **28.0 Prohibited Interests**

OCFA maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for OCFA, to solicit or secure this Lease. Further, OCFA warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for OCFA, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Lease. For breach or violation of this warranty, CITY has the right to rescind this Lease without liability. For the term of this Lease, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Lease, or obtain any present or anticipated material benefit arising therefrom.

#### **29.0 Attorneys' Fees**

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Lease, the prevailing party in such litigation shall be entitled to have and recover from the losing party all of its attorney's fees and other costs incurred in connection with such action.

#### **30.0 Incorporation of Recitals and Exhibits**

All Recitals set forth above and exhibits referenced in this Lease are hereby incorporated into the Lease as if set forth in full herein. In the event of any material discrepancy between the terms of any exhibit so incorporated and the terms set forth in the main body of this Lease, the terms set forth in the main body of this Lease shall control.

### 31.0 Corporate Authority

The persons executing this Lease on behalf of the Parties warrant that they are duly authorized to execute this Lease on behalf of said Parties and that by their execution, the Parties are formally bound to the provision of this Lease.

### 32.0 Lease Organization

The various headings in this Lease, the numbers thereof, and the organization of the Lease into separate sections and paragraphs are for purposes of convenience only and shall not be considered otherwise.

IN WITNESS WHEREOF, the Parties hereto, through their respective authorized representatives have executed this Lease as of the date and year first above written.

CITY OF GARDEN GROVE

ORANGE COUNTY FIRE AUTHORITY

By: \_\_\_\_\_  
Steven R. Jones, City Mayor

By: \_\_\_\_\_  
Joe Muller, Chair

Attest:

Attest:

By: \_\_\_\_\_  
Teresa Pomeroy, City Clerk

By: \_\_\_\_\_  
Sherry A.F. Wentz, CMC,  
Clerk of the Authority

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
Daphne Anneet, Special Counsel

By: \_\_\_\_\_  
John Bakker, Special Counsel

**EXHIBIT A-1**

**Garden Grove Fire Station #7 – OCFA Fire Station 80  
14162 Forsyth Lane, Garden Grove, California 92844  
(714) 741-5607**

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Legal Description  
N-TRACT 2880 BLOCK: LOT 82  
APN 098-353-18

Land Area 0.18  
Year Built 1971  
Square Footage – 2,694 SF

**EXHIBIT A-2**

**Garden Grove Fire Station 1/Headquarters – OCFA Fire Station 81  
11301 Acacia Parkway, Garden Grove, California 92840**

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## **EXHIBIT A-3**

**Garden Grove Fire Station #2 – OCFA Fire Station 82  
11805 Gilbert Street, Garden Grove, California 92841  
(714) 741-5602**

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### **Legal Description**

**SEC 30 T 4 R 10 NLY 75 FT S1/2 N1/2 SE1/4 SW1/4 – Lying NELY of PE R/W  
APN 132-423-19**

**Land Area - .082 Acres  
Year Built 1958  
Square Footage – 4,480 sq. ft.**



## **EXHIBIT A-4**

**Garden Grove Fire Station #3 – OCFA Fire Station 83  
12132 Trask Avenue, Garden Grove, California 92843  
(714) 741-5603**

---



### **Legal Description**

**SEC 3 T 5 R 10 ELY 120 FT WLY 810 FT NLY 263 SW1/4**

**Land Area – 0.88 Acres**

**Year Built 1959**

**Square Footage – 4,480 sq. ft.**

## **EXHIBIT A-5**

**Garden Grove Fire Station #4 – OCFA Fire Station 84  
12191 Valley View Street, Garden Grove, California 92845  
(714) 741-5604**

---



Legal Description  
TR 3624 LOT 1 ALL – INC POR ABAN ST ADJ  
APN 224-242-11

Land Area – 0.63 Acres  
Year Built 1960  
Square Footage – 4,480 sq. ft.

## **EXHIBIT A-6**

**Garden Grove Fire Station #5 – OCFA Fire Station 85  
12751 Western Avenue, Garden Grove, California 92841  
(714) 741-5605**

---



Legal Description  
T 4 R11 SEC 35 POR SW1/4  
APN 215-022-10

Land Area – 0.62 Acres  
Year Built 1974  
Square Footage 4,792 sq. ft.



## **EXHIBIT A-7**

Garden Grove Fire Station 6 – OCFA Fire Station 86  
12232 West Street, Garden Grove, California 92840  
(714) 741-5606

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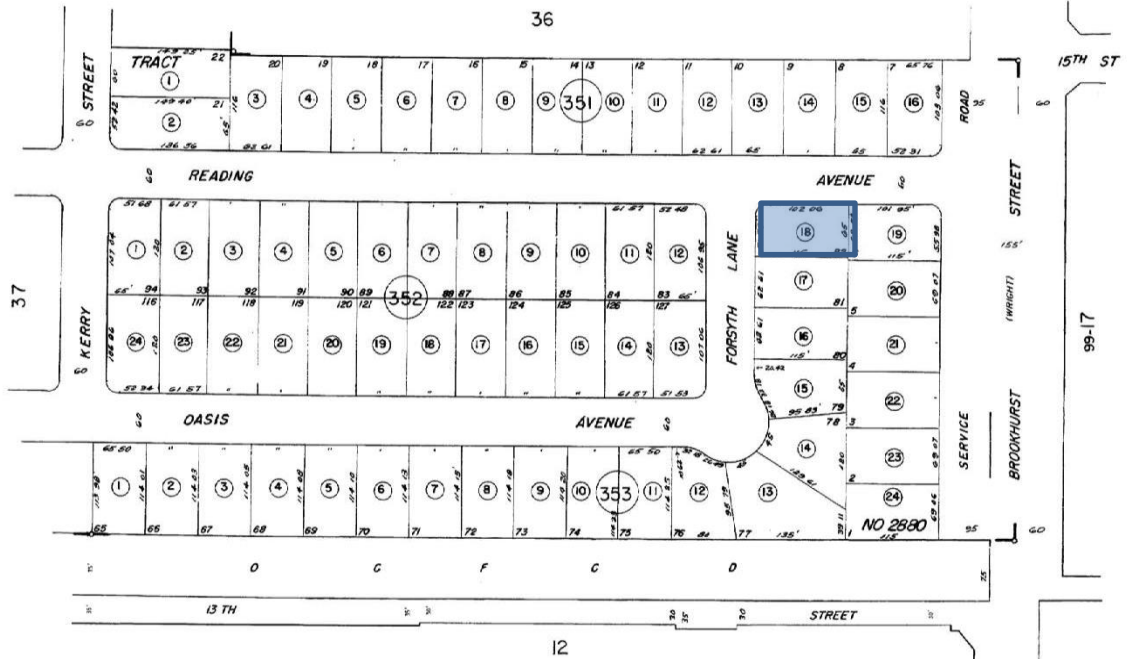


Legal Description

# EXHIBIT B-1

**Garden Grove Fire Station #7 – OCFA Fire Station 80**  
**14162 Forsyth Lane, Garden Grove, California 92844**  
**(714) 741-5607**

THIS MAP WAS PREPARED FOR ORANGE  
COUNTY ASSESSOR DEPT. PURPOSES ONLY.  
THE ASSESSOR MAKES NO GUARANTEE AS TO  
ITS ACCURACY NOR ASSUMES ANY LIABILITY  
FOR OTHER USES. NOT TO BE REPRODUCED.  
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MARCH 1957

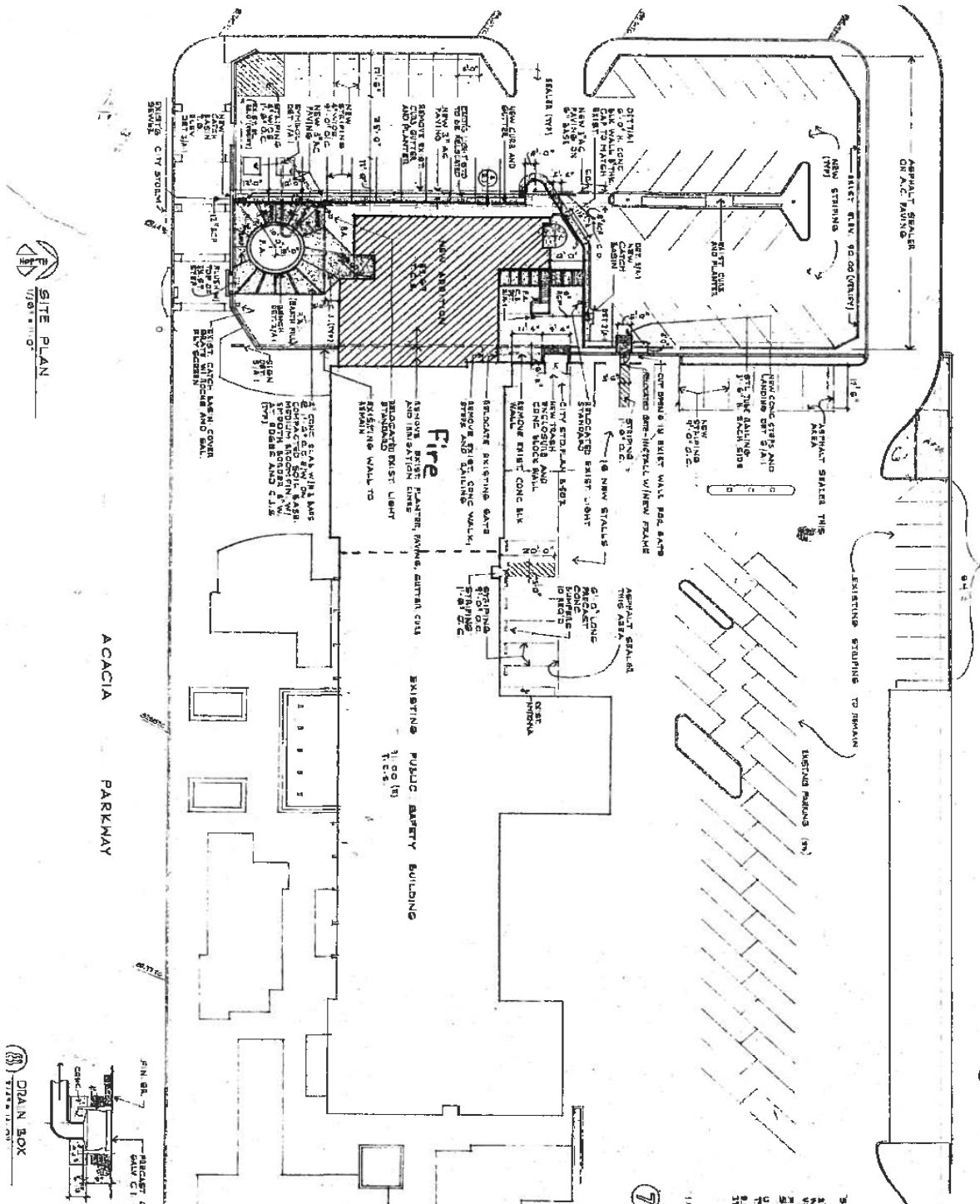
TRACT NO. 2880

M.M. 94-41 to 44 inc.

NOTE - ASSESSOR'S BLOCK &  
PARCEL NUMBERS  
SHOWN IN CIRCLES

ASSESSOR'S MAP  
BOOK 098 PAGE 35  
COUNTY OF ORANGE

**Garden Grove Fire Station 1/Headquarters – OCFA Fire Station 81**  
**11301 Acacia Parkway, Garden Grove, California 92840**



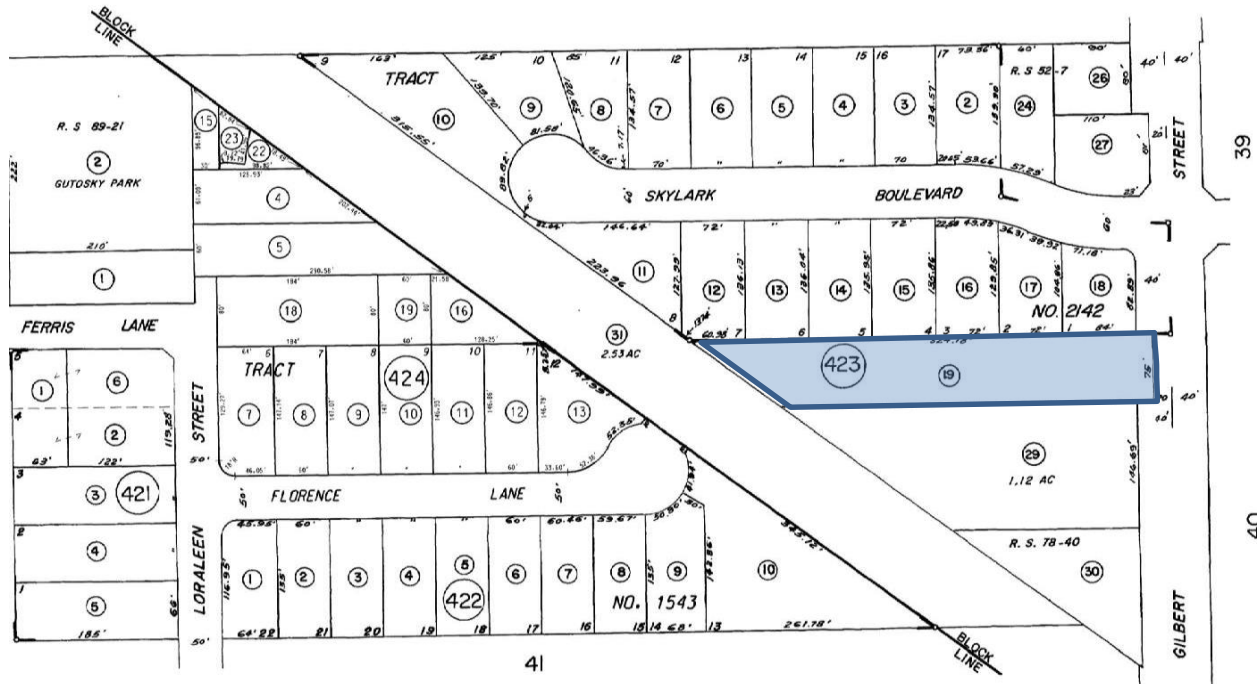
# EXHIBIT B-3

Garden Grove Fire Station #2 – OCFA Fire Station 82  
11805 Gilbert Street, Garden Grove, California 92841  
(714) 741-5602

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ANGE COUNTY ASSESSOR 2013

N 1/2, SE 1/4, SW 1/4 SEC. 30, T 4 S, R 10 W

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960

TR. NO. 1543  
TR. NO. 2142

M. M. 46-8  
M. M. 83-49, 50

NOTE - ASSESSOR'S BLOCK &  
PARCEL NUMBERS  
SHOWN IN CIRCLES

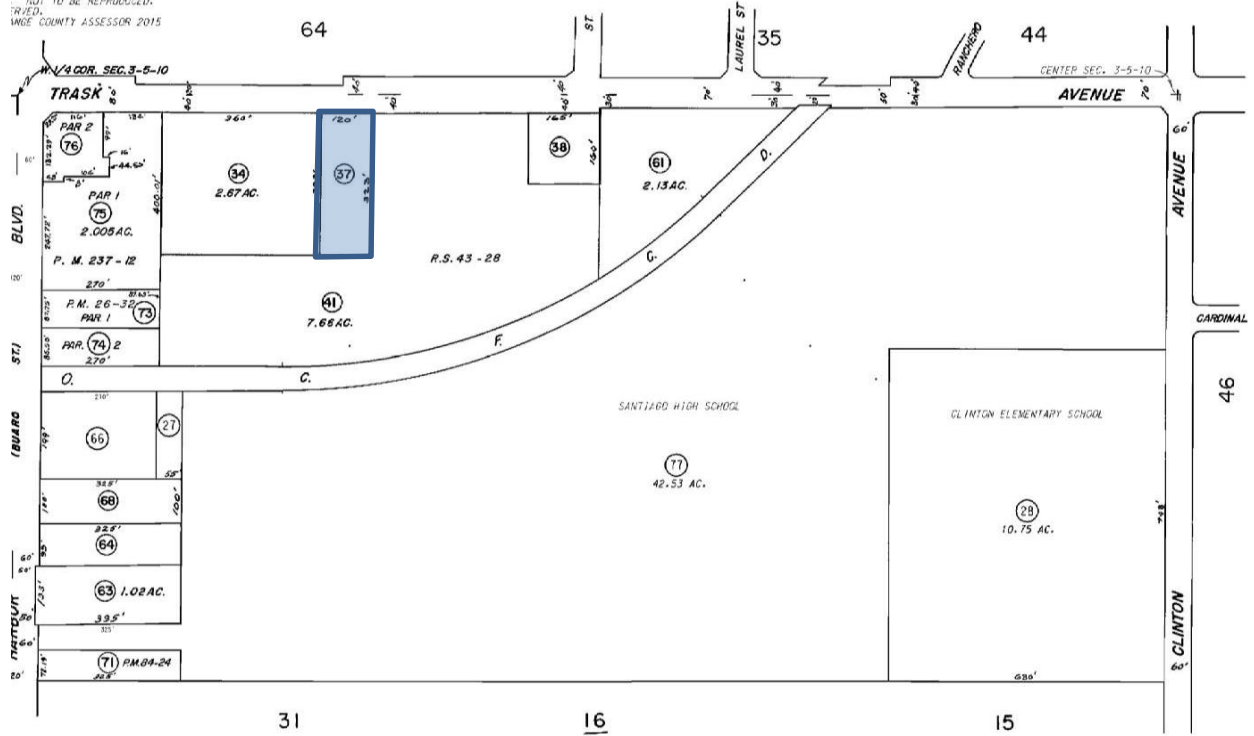
ASSESSOR'S MAP  
BOOK 132 PAGE 42  
COUNTY OF ORANGE

## EXHIBIT B-4

**Garden Grove Fire Station #3 – OCFA Fire Station 83**  
**12132 Trask Avenue, Garden Grove, California 92843**  
**(714) 741-5603**

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1951

PARCEL MAP P.M. 26-32, 237-12

NOTE - ASSESSOR'S BLOCK &  
 PARCEL NUMBERS  
 SHOWN IN CIRCLES

ASSESSOR'S MAP  
 BOOK 101 PAGE 08  
 COUNTY OF ORANGE

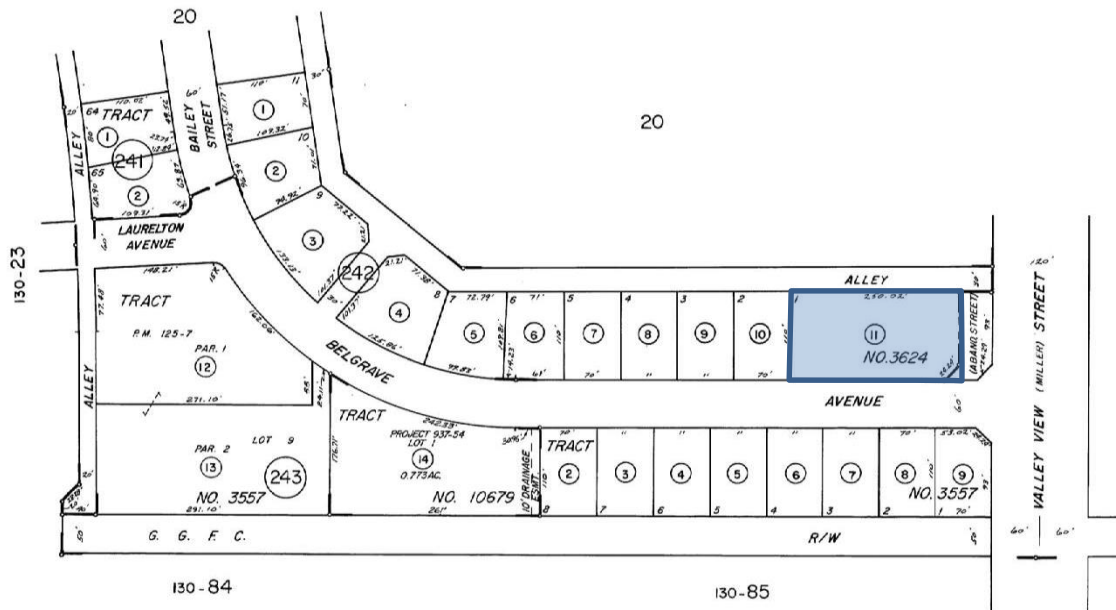


## EXHIBIT B-5

Garden Grove Fire Station #4 – OCFA Fire Station 84  
12191 Valley View Street, Garden Grove, California 92845  
(714) 741-5604

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MARCH 1975

TRACT NO. 3557 M. M. 121-35 TO 38 INC.  
TRACT NO. 3624 M. M. 125-31, 32, 33  
TRACT NO. 10679 M. M. 475-46, 47  
PARCEL MAP P. M. 125-7

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PARCEL NUMBERS  
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ASSESSOR'S MAP  
BOOK 224 PAGE 24  
COUNTY OF ORANGE

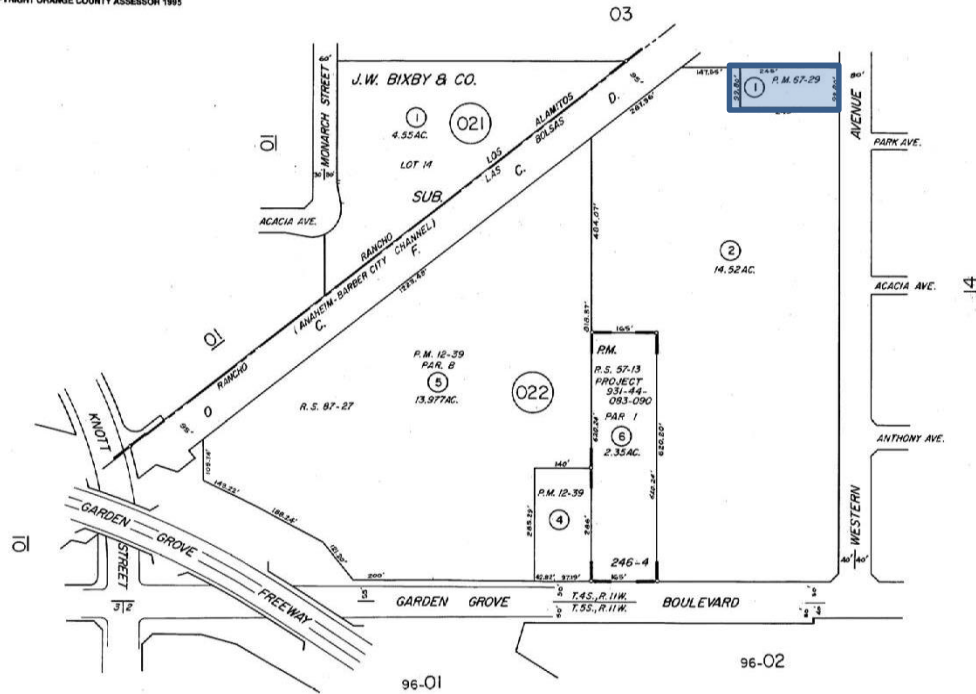
## EXHIBIT B-6

### Garden Grove Fire Station #5 – OCFA Fire Station 85 12751 Western Avenue, Garden Grove, California 92841 (714) 741-5605

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POR. S. 1/2, S.W. 1/4, SEC. 35, T. 4 S., R. 11 W.

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MARCH 1982

J.W. BIXBY & CO. SUB.  
PARCEL MAP  
PARCEL MAP

L.A. 1-83  
P.M. 12-39  
P.M. 246-4

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ASSESSOR'S MAP  
BOOK 215 PAGE 02  
COUNTY OF ORANGE

## EXHIBIT B-7

**Garden Grove Fire Station 6 – OCFA Fire Station 86**  
**12232 West Street, Garden Grove, California 92840**  
**(714) 741-5606**

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