MEMORANDUM OF AGREEMENT FOR FIRE PROTECTION AND RELATED SERVICES BETWEEN THE CITY OF SANTA PAULA AND THE VENTURA COUNTY FIRE PROTECTION DISTRICT

This Memorandum of Agreement ("MOA") is made by and between the Ventura County Fire Protection District, a California special district (hereafter the "Fire District"), and the City of Santa Paula, a California municipal corporation (hereafter the "City").

RECITALS

WHEREAS, the City has decided to join the Fire District for fire protection, hazardous materials, emergency medical, and all related services as authorized by California Government Code section 54981 and the Fire District is authorized to provide such services pursuant to California Health and Safety Code section 13800, et seq.;

WHEREAS, it is the desire of the City to receive regional fire protection services from the Fire District due to the benefits afforded by regional service delivery, including the following benefits:

- The construction of two new fire stations providing for enhanced fire service;
- The provision of two Type-1 fire engines to replace outdated fire engines;
- The provision of a wildland fire engine designed specifically to fight brush fires;
- Access to two new Fire Hawk helicopters;
- Access to full-time professional arson investigators, the regional HazMat team and the regional urban search and rescue team; and
- Access to the Fire District's Regional Training Center;
- The Fire District's agreement that the City shall receive any costs recovered for loss of its fire engine and equipment destroyed in responding to the Santa Clara Waste Water incident.

WHEREAS, it is the desire of the parties hereto to address, by this MOA, all matters related to the provision of fire protection services to the City;

NOW, THEREFORE, the Fire District and the City agree as follows:

AGREEMENT

SECTION 1. EFFECTIVE DATE

(A) The effective date of this MOA ("Effective Date") shall be the date of its approval by the Board of Directors of the Fire District, provided that this MOA has been approved by the City Council of the City by that date.

(B) The provision of services shall commence on the date established by the Fire Chief of the Fire District, hereinafter referred to as "commencement date of services," which will be on or promptly after the date of recordation of the certificate of completion of the annexation of the City to the Fire District, hereinafter referred to as "date of annexation." In no event shall the commencement date of services be later than 180 days after the date of annexation.

(C) A review of the MOA's terms may be initiated at any time by either party, upon written notice to the other, and modifications may be made to this MOA upon written consent of both parties. The parties agree to negotiate in good faith and deal fairly with respect to performance under this MOA and with respect to any proposed modifications to this MOA.

SECTION 2. SERVICES AND ADDITIONAL STAFFING

(A) Services to be provided by the Fire District to the City are detailed in the Plan for Service, dated August 7, 2017, and include fire suppression services, which include emergency medical response, rescue operations, mass casualty incident response, arson investigation and major disaster response, fire prevention services, which include pre-development planning, plan submittal review, development and post occupancy inspections, fire and building code administration, and dispatch and communication services, plus all Fire District support services including, but not limited to, supervision, training, equipment maintenance, supplies, and procurement, collectively referred to herein as "services." The Plan for Service, dated August 7, 2017, is attached hereto as Exhibit 1, and the Ventura County Fire Protection District Fee Schedule (the "Fee Schedule"), for FY 2017/2018, is attached hereto as Exhibit 2 and incorporated by this reference. The Fire District's most current Fee Schedule will apply upon and after annexation.

(B) *Additional Services.* The Fire District will provide the following additional services:

(i) State Mandated Annual Inspections. The Fire District will conduct annual inspections of E, R-1, R-2, R-2.1, and R-4 occupancies.

(ii) Fire Code Permit Issuance and Inspections. The Fire District will review and condition all Fire Code permit applications for hazardous activities as identified in the Fire Code. The Fire District will assess a review fee, payable by the applicant, prior to conditioning permits. At the Fire District's discretion, an on-site inspection may be required before the issuance or re-issuance of a permit.

(iii) Filming Permit Issuance and Inspections. As part of the City's issuance of film permits, the Fire District will review and condition all film permit applications for fire and life safety issues. The Fire District will assess a review fee, payable by the applicant, prior to conditioning permits. At the Fire District's discretion, an on-site inspection may be required before the issuance or re-issuance of a permit. The Fire District, in its sole discretion, will determine if an on-site fire safety officer is required for the duration of any filming activities. All

applicable fees will be paid by the applicant in accordance with the Fee Schedule.

(iv) Special Event Permit Review and Inspections. As part of the City's issuance of special event permits, the City will conduct an initial review to provide requirements other than for fire and life safety. The Fire District will review and condition all special event permit applications for fire and life safety issues, including required on-site inspections. Additional permits and fees may be required based on the type of event and activities that are being proposed. The Fire District's costs for providing Fire District personnel for special events held in the City shall be charged to the City for City-sponsored events. For all non-City-sponsored events, the applicant shall be charged for all applicable fees.

(v) Fireworks Permit Issuance and Inspections. City shall conduct an initial review to provide requirements other than for fire and life safety. The Fire District will review and condition all fireworks permits for fire and life safety issues. The Fire District will assign a Fire Prevention Safety Officer for the day of the event. The applicant will be responsible for the cost of Fire District personnel assigned to the fireworks show, with the exception of public shows scheduled on the Fourth of July. Costs for Fire District personnel assigned to scheduled public shows on the Fourth of July will be covered by the Fire District.

(vi) Fire Hazard Complaints and Inspections. The Fire District will review and respond to all fire hazard complaints submitted by citizens, City staff, and cooperating fire prevention and response agencies.

(vii) Fire Protection System Maintenance Enforcements. The Fire District, to enforce the maintenance of fire protection systems, will review reports that the owners of the systems are required to make.

(viii) Community Education and Exercises. The Fire District will participate in and support community emergency preparedness, education, training, and exercises. The City shall retain responsibility for its internal emergency management and related programs. The City will receive the same community education and training that the Fire District provides to all other cities served by the Fire District, as outlined in the Plan for Service (see sections E, F, G, and H thereof).

(ix) Water Providers. Without cost to the Fire District, the City shall ensure that the City's water purveyors provide adequate fire flow and hydrants, as determined by the Fire District, for fire protection and training purposes within the City.

(x) Fire Hydrant Inspections. The Fire District, at its discretion, will annually inspect all publicly owned fire hydrants within the City ensuring proper clearance and that an appropriate hydrant street marker is installed. The Fire District shall install a replacement marker as needed at no cost to any entity. Fire hydrants will be flow tested every five years and flushed every three years by the water purveyor. The Fire District shall not flow or flush hydrants without approval from the water company except for training and emergency operational needs. Fire District personnel shall not lubricate caps, threads, or stems of any hydrant. The Fire District shall notify the City's water purveyors, in writing, of any maintenance requirements as soon as possible after such inspections and at any other time the Fire District becomes aware of maintenance or repair requirements. Fire District personnel will maintain annual records of all hydrant inspections and will make these records available to the City upon its request.

(xi) Response Reports. At the request of the City, the Fire District shall provide to the City statistical response information reports. The criteria utilized in the preparation of such reports shall be determined by the City Manager as approved by and requested through the Fire District's assigned Division Chief. Records requests will be limited to those records not exempt from disclosure as defined in Government Code section 6254 and other related law.

(C) *Additional Staffing*. The Fire District will provide the following additional staffing:

(i) The Fire District shall assign a Division Chief or higher ranking manager who will serve in the role of the City's Fire Chief. The Fire District will also assign a Battalion Chief, working from a fire station of its choosing, to provide day-to-day management and supervision of Fire District personnel providing fire services to the City. The City's Fire Chief will attend City staff and City Council meetings as recommended by the Fire District or requested by the City Council or City Manager. Should an emergency preclude such attendance, City staff will be notified by Fire District staff.

(ii) The Fire District shall assign Fire Prevention staff as necessary to provide fire prevention-related services. Fire Prevention staff will be available at the Fire Prevention counter, located at the Fire District's headquarters in Camarillo, during normal business hours, and the Fire District shall also make Fire Prevention staff available at the City's Community Development Department upon reasonable request from the City Manager. In addition, Fire Prevention staff will attend City project-related meetings as warranted by a project's scope; however, during times of emergency activity, Fire Prevention availability may be limited.

SECTION 3. FIRE STATIONS

(A) As used in this section, the term "City Station" shall mean the land and improvements situated thereon consisting of fire station buildings and appurtenances thereto owned by the City before the Effective Date of this MOA. Prior to that date, the City owned two such Fire Stations, one located at 114 South 10th Street (City Station No. 81) and another located at 536 West Main Street (City Station No. 82). At the date of annexation, City Station No. 81 will become Fire District Fire Station No. 29 and City Station No. 82 will become Fire District Station No. 26 as described in section 5.A of the Plan for Service.

(B) The City shall convey title to City Station No. 81 to the County of Ventura for the benefit of the Fire District by grant deed, free and clear of all liens and encumbrances except existing easements, on or promptly after the date of annexation. The grant deed shall be in the form attached hereto as Exhibit 3. At the same time and as part of the conveyance of title to City Station No. 81, the City shall convey an easement to the Fire District in the form attached hereto as Exhibit 4.

(C) The Fire District will diligently pursue design and construction of a new fire station to replace City Station No. 81 to serve the City, including the possibility of building the new fire station at the current location of City Station No. 81. City staff will be consulted to provide input throughout the design process for any new fire stations constructed within the City. If the Fire District determines the existing City Station No. 81 site is inadequate for a new fire station and the current facility is vacated by the Fire District for a period of 12 consecutive months, the Fire District will deed the City Station No. 81 site back to the City pursuant to the terms of the grant deed and easement (Exhibits 3 and 4). The Fire District plans to commence construction of a new fire station on or before the fifth anniversary of the Effective Date of this MOA.

(D) The City shall lease City Station No. 82 to the Fire District pursuant to the terms set forth in Exhibit 5. The Fire District will diligently pursue design and construction of a second new fire station to serve the City. The second new fire station shall be constructed in, or within one-half (0.5) mile of, the City's boundary limit prior to expiration of the lease for City Station No. 82. City staff will be consulted to provide input throughout the design process for any new fire station constructed pursuant to this subparagraph (D). The Fire District also agrees that the construction of a new fire station to replace City Station No. 82 shall commence on or before the fifth anniversary of the Effective Date of this MOA.

(E) Except as otherwise provided in Exhibit 5, the Fire District shall be responsible for all maintenance, repairs, and improvements to the City Stations and lands conveyed to the Fire District in fee under this section 3, as well as any new fire stations subsequently constructed by the Fire District within or near the City pursuant to this section 3. The Fire District shall be solely responsible for all utilities, and other operational costs associated with such fire stations. The Fire District shall maintain property and casualty insurance with full replacement value

coverage on City Stations Nos. 81 and 82. The City Stations shall be maintained in full compliance with applicable federal and state laws and regulations and local ordinances.

(F) The City shall provide the Fire District with access to City Station No. 81 and City Station No. 82 prior to the date of annexation to conduct environmental studies and infrastructure upgrades, including but not limited to Phase 2 environmental assessments and the installation of microwave systems to support data networks, installation of antennae, installation of cables and conduits, installation of hardware, and repairs and enhancements to facilities and grounds. If the Fire District makes any changes to City Station No. 81 or City Station No. 82 prior to the date of annexation, the Fire District will return these fire stations to their current condition should the annexation not be completed.

(i) *Microwave Installations*. The City will permit the Fire District to install microwave systems to support data networks for use when these facilities are occupied by Fire District personnel. Any equipment and materials installed by the Fire District will remain the property of the Fire District and can be removed at any time at the sole discretion of the Fire District.

(ii) *Alerting and Radio Systems*. Existing alerting and radio systems in Fire Station Nos. 81 and Station 82 shall become the property of the Fire District on the date of annexation. The City shall ensure that all such alerting and radio systems are in working condition when the Fire District commences occupation of the Fire Stations.

(iii) *Voice and Fax Lines*. The City will transfer all landline telephone systems and current assigned phone numbers supporting voice communications at Fire Station Nos. 81 and 82 as well as any current analog fax lines at each station to the Fire District and they will become the responsibility of the Fire District upon occupation of these Fire Stations by Fire District personnel. The Fire District will install and maintain, at the Fire District's expense, all necessary infrastructure to support voice and fax systems.

(iv) *Miscellaneous Equipment*. Upon the date of annexation and prior to the Fire District's occupation of Fire Station Nos. 81 and 82, the City shall remove all existing computers and printers from the facilities. Existing telephones, fax machines, and telephone routers and switches will remain in both facilities for use by and at no cost to the Fire District.

SECTION 4. VEHICLES, EQUIPMENT AND APPARATUS

(A) As set forth in this section, all fire apparatus, vehicles and equipment necessary to perform the services required by this MOA shall be furnished by the Fire District.

(B) In the event new fire apparatus, vehicles and equipment need to be purchased or existing fire apparatus, vehicles and equipment need to be repaired or replaced, the Fire District shall have the sole responsibility for and discretion regarding purchasing such fire apparatus, vehicles and equipment or making such repairs. New fire apparatus, vehicles and equipment

purchased by the Fire District shall belong solely to the Fire District.

(C) On the commencement date of services, the City shall transfer to the Fire District all right, title and interest in those vehicles and fire apparatus identified by the Fire District in Exhibit B to the Plan for Service, together with all firefighting equipment and apparatus used in connection with the transferred vehicles. All vehicles, equipment and apparatus not identified in Exhibit B to the Plan for Service will remain the sole property and responsibility of the City.

(D) All right, title and interest in the transferred fire apparatus, equipment and vehicles shall be conveyed by the City to the Fire District free and clear of any encumbrances. The City shall be responsible for satisfying any and all outstanding loans or liens against said vehicles prior to conveyance to the Fire District.

SECTION 5. FINANCIAL COMMITMENTS OF THE CITY

(A) *Transfer of Property Tax Revenue*. The City shall permanently transfer to the Fire District a portion of the City's allocation of property tax revenue as set forth in Resolution No. 2017-7065, a "Joint Resolution of the City Council of the City of Santa Paula and the Board of Supervisors of the County of Ventura, Acting on Behalf of the Ventura County Fire Protection District Pursuant to Revenue and Taxation Code section 99, Agreeing to the Negotiated Exchange of Property Tax Revenues on Annexation of the City of Santa Paula into the Ventura County Fire Protection District for Purposes of Fire Protection and Emergency Medical Services," dated July 25, 2017 ("Resolution No. 2017-7065").

(B) The City shall pay four million dollars ($4,000,000.00) to the Fire District from the development impacts fees required to be paid by Limoneira Company to the City pursuant to paragraph 3.6 of the First Amended and Restated Development Agreement made between the City and Limoneira Company, dated February 26, 2015 (the "Development Agreement"). These funds shall be transferred to the Fire District within 180 days after the commencement date of services by the Fire District and in alignment with the timing of the transfer of the "Dedication Property" described in section 5(C) of this MOA.

(C) Paragraph 3.6 of the Development Agreement also requires Limoneira Company to dedicate an approximately 1.5-acre parcel within the development known as East Area 1 to the City to house a fire station (the "Dedication Property"). Within 180 days after the commencement date of services by the Fire District under this MOA, the City shall obtain the Dedication Property from Limoneira Company in fee and transfer its fee interest in the Dedication Property to the County of Ventura by executing and delivering to the County of Ventura a grant deed in the form attached hereto as Exhibit 6. The County of Ventura shall have the right to convey or otherwise transfer its interest in the Dedication Property, provided that the deed transferring title to the Dedication Property to any private party must state that use of the Dedication Property shall comply with the provisions of the Santa Paula Municipal Code and state law.

(D) In accordance with Resolution No. 2017-7065, a portion of the City's property tax revenue shall be permanently transferred to the Fire District upon annexation. The amount of property tax transferred to the Fire District shall be equal to seventy-nine percent (79%) of the amount of property tax revenue allocated to the City in the formula used prior to the date of annexation, with the Fire District's resulting share of the total property tax revenue equaling sixteen and one-half percent (16.5%) of all property tax allocated based on the appraised value of all property and possessory interest taxes within the boundaries of the City.

Pursuant to section 5 of Resolution No. 2017-7065, the City agrees to directly pay to the Fire District all funds due under the terms of Resolution No. 2017-7065 for the period of time from the date of annexation until full implementation of the adjustments required by the annexation are made to the Ventura County Property Tax system by the County Auditor Controller (the "adjustment period"). For purposes of this MOA, "all funds due" is defined as 79% of the property tax revenue apportioned to the City during the adjustment period. The "property tax revenue" subject to this calculation is defined as the net apportionment amount reported by the County Auditor Controller on the Property Tax Collections and Apportionment Reports and all Residual Redevelopment Property Tax Trust Fund (RPTTF) apportionments for the adjustment period. Special assessments are not part of "property tax revenue." Apportionments subject to the transfer are: Secured, Unsecured, Secured Redemption, PY Unsecured, Excess Proceeds, Supplemental, Supplemental Redemption, Interest, HOPTR, HOPTR Supplemental, and RPTTF. Attached as Exhibit 7 is a list of tax apportionments ("Apportionment Schedule") from the County Auditor Controller's Office with those that apply to the City highlighted in yellow.

The Fire District shall invoice the City quarterly for all payments due during the adjustment period based on each of the highlighted apportionments made by the County Auditor Controller during the quarter immediately preceding the invoice. The City shall pay the amounts so invoiced within 30 days of receipt of the invoice. Using the December 2017 Current Secured Apportionment Report (Number 010-01) for the City as an example, the following is provided as a hypothetical example of a payment calculation:

- Assume date of annexation is May 26, 2018.
- December 2017 Current Secured net apportionment amount distributed to City is $1,819,563.43.
- The immediate transfer from City to Fire District would be $143,745.51, calculated as follows:
    - December 2017 net appointment amount $1,819,563.43 x 79% = $1,437,455.11
    - $1,437,455.11 x 10% , which is the percentage reached by dividing the 36 days remaining in current fiscal year (May 26 to July 1) by the total days in the fiscal year (365 days) = $143,745.51.

(E) All revenue on and after the date of annexation for development impact fees collected

by the City pursuant to Santa Paula Municipal Code Chapter 160 for fire suppression facilities, vehicles and equipment, as those fees are established in the Development Impact Mitigation Fee Update, dated March 9, 2016, as well as all such funds currently held in trust by the City, shall be allocated and passed-through to the Fire District by the City.

SECTION 6. FINANCIAL COMMITMENTS OF THE FIRE DISTRICT

After the commencement date of services, the costs associated with providing, maintaining, operating and replacing any and all property (real or personal), vehicles or equipment previously maintained or furnished by the City for fire protection shall be borne by the Fire District unless otherwise provided herein or by separate written agreement.

SECTION 7. PERSONNEL

(A) *Assumption of Existing Personnel.* Employees of the City's Fire Department as of the Effective Date of this MOA will be eligible for employment with the Fire District under the following terms and conditions:

(i) *Available Positions for Transfer.* The Fire District agrees to offer employment, via transfer, to eligible City Fire Department employees to fill the following specific numbers of open positions within the Fire District:

Suppression Personnel
- 4 Fire Captains
- 6 Fire Engineers
- Up to 8 Firefighters

Non-Suppression Personnel
- 1 Fire Specialist

(ii) All such offers of employment are contingent upon (1) City Fire Department employees' timely applying for these positions using the lateral transfer application process of the Fire District and the County of Ventura and (2) the agreement of the Fire District and the Ventura County Professional Firefighters Association ("VCPFA") to amend section 522 of the Memorandum of Agreement between the Fire District and VCPFA ("VCPFA MOA") to provide for the lateral transfer of positions covered by the VCPFA MOA other than Firefighter. Should VCPFA decline to amend section 522 of the VCPFA MOA, City Fire Department employees will be eligible to transfer into only the Firefighter classification, in accordance with the current VCPFA MOA. The County of Ventura's application form for lateral transfers is located on the County of Ventura's Human Resources website at http://veportal.ventura.org/CEO/HR/docs/Lateral_Transfer.pdf.

(iii) In order to be eligible to transfer, a City Fire Department employee must meet at least the minimum qualifications of the position at the Fire District to which that employee seeks a transfer and must satisfy the general eligibility requirements for lateral

transfers, which are summarized in subsection (iv), "Eligibility Requirements," below, and consent to and successfully complete a County of Ventura-initiated background check and the Fire District's full pre-employment medical evaluation.

(iv) *Eligibility Requirements*. In accordance with section 1345-1.4.14 of article 4 of chapter 3 of division 1 of the Ventura County Ordinance Code, section 1006 of the County's Personnel Rules and Regulations, and chapter VIII(A)-12 ("Lateral Transfer from Outside the County Service") of the County's Administrative Policy Manual, the parties agree that in order to be eligible for transfer to the Fire District each City Fire Department employee:

a. Must be classified in a classification that performs the same or substantially the same duties and has the same or substantially the same responsibilities as the class to which the employee requests to transfer, and the class to which the employee requests to transfer requires the same or lesser minimum qualifications as the class in which the employee is currently employed; and
b. Must have achieved employment in the qualifying class as the result of a qualifying or competitive personnel merit system (civil service) examination; and
c. Must have satisfactorily completed a probationary period in the class from which the employee is transferring prior to the effective date of the lateral transfer; and
d. Must have performed satisfactorily in employment in the City Fire Department and not have been considered for separation due to misconduct or poor performance on or after the Effective Date of this MOA; and
e. Must meet the eligibility requirements for the position to which the employee is applying for transfer within the Fire District.

(v) The City agrees to provide the County Executive Office's Human Resources Division with written confirmation that each City Fire Department employee who applies for transfer to the Fire District was hired by the City through a qualifying or competitive personnel merit system examination. In addition, the following specific qualifications are required for the positions within the Fire District:

<u>Requirements for "Fire Captain" Classification</u>

- Must have at least five (5) years of firefighting experience;
- Must be certified as an emergency medical technician ("EMT") by the California Emergency Medical Services Authority ("EMSA"); and
- Contingent upon VCPFA's agreement to amend the County of Ventura's Fire Captain class specification minimum qualifications, must possess and maintain a minimum of a valid unrestricted California Class C driver's license. Additionally, regardless of the

class of license (A, B, or C), must also possess the Firefighter Endorsement. Should VCPFA decline to amend the subject class specification, then City Fire Department employees applying for transfer to the Fire Captain classification must possess a valid unrestricted California Class B driver's license with proper endorsements.

Requirements for "Fire Engineer" Classification

- Must have at least three (3) years of line firefighting experience; and
- Contingent upon VCPFA's agreement to amend the County of Ventura's Fire Engineer class specification minimum qualifications, must possess and maintain a minimum of a valid unrestricted California Class C driver's license. Additionally, regardless of the class of license (A, B, or C), must also possess the Firefighter Endorsement. Should VCPFA decline to amend the subject class specification, then City Fire Department employees applying for transfer to the Fire Engineer classification must possess a valid unrestricted California Class A driver's license with proper endorsements.

Requirements for "Firefighter" Classification

- Must be at least 21 years of age at time of application;
- Must have a high school diploma (or equivalency);
- Must be certified as an EMT by the California EMSA;
- Contingent upon VCPFA's agreement to amend the County of Ventura's Firefighter class specification minimum qualifications, must possess and maintain a minimum of a valid unrestricted Class C California driver's license. Additionally, regardless of the class of license (A, B, or C), must also possess the Firefighter Endorsement. Should VCPFA decline to amend the subject class specification, then City Fire Department employees applying for transfer to the Firefighter classification must possess a valid unrestricted California Class A driver's license with proper endorsements; and

Requirements for "Fire Specialist" Classification

- Must have one (1) year full-time paid experience as a fire inspector with a city, county, state or federal fire organization
  OR
- One (1) year full-time paid experience in a related inspection field such as building inspector, code enforcement officer or other similar position with responsibilities for inspection and code enforcement within a private, local, state or federal organization;
  AND

- Must have successfully completed a minimum of two (2) core classes (each having at least three (3) units of credit) from the Uniform Fire Technology/Science curricula
  OR
- Have successfully taken and completed five (5) core classes (three (3) units each) from the Uniform Fire Technology/Science curricula;
  AND
- Must possess a valid California driver's license.

(vi) *Suppression Personnel.* The Fire District agrees to offer employment, via transfer, for fire suppression personnel only to the extent that each City Fire Department employee applicant satisfies the required transfer criteria and successfully passes, in the determination of the Fire District and the County of Ventura's Director of Human Resources ("DHR"), a background check that includes the DHR's review of the applicant's City personnel file, training records and applicable certificates, and Department of Motor Vehicle ("DMV") records, as well as a pre-employment physical and drug test as required by the Fire District. An applicant's failure to pass the required background check, pre-employment physical, or drug test, or to meet the eligibility requirements listed above, shall disqualify that person from employment with the Fire District pursuant to the terms of this MOA. An applicant who is offered and accepts employment with the Fire District pursuant to the terms of this MOA shall be hired as a new Fire District employee subject to the same rules and process applicable to other new hires for these positions. If a Fire District position is not available in the specific rank held by such new Fire District employee while employed by the City, then such employee shall be placed in the closest comparable and available position in the Fire District, in the determination of the Fire District.

(vii) *Non-Suppression Personnel.* The Fire District agrees to offer employment, via transfer, for one non-suppression fire prevention officer ("Fire Specialist"). Any City Fire Department employee applicant for the Fire Specialist position must satisfy the transfer requirements listed above and successfully pass, in the determination of the Fire District and the DHR, a background check that includes a review of the applicant's City personnel file, training records and applicable certificates, and DMV records, as well as a pre-employment physical and drug test as required by the Fire District. Failure to pass the required background check, pre-employment physical, or drug test, or to meet the eligibility requirements listed above, shall disqualify that person from employment with the Fire District pursuant to the terms of this MOA. The level of pay for this Fire District position will be based on the applicant's experience, qualifications and certifications, as well as the availability of positions within the Fire District at the time of the transfer.

(B) *Pay and Benefits of Transferred Employees.* The base wage of City Fire Department employees who are hired by the Fire District pursuant to the terms of this MOA ("transferees" or "transferred employees") shall be their current base rate or the minimum of the pay range of the classification for which they have been hired, whichever is greater. Benefits

received by the transferees while employed by the City shall terminate upon transfer to the Fire District. Prospectively, other benefits with the Fire District shall be provided in accordance with the County of Ventura's Personnel Rules and Regulations and the County of Ventura's Administrative Policy Manual, as well as Article 7, "Flex Benefit Program," Article 8, "Other Compensable Benefits," and all other applicable sections of the VCPFA MOA.

(C) *Probationary Period.* According to section 1345-1.4.9 of article 4 of chapter 3 of division 1 of the Ventura County Ordinance Code, section 1006 of the County of Ventura's Personnel Rules and Regulations, and section 1901 of the VCPFA MOA, all new employees of the Fire District and County of Ventura must serve a probationary period. Therefore, all transferred employees shall serve a probationary period in accordance with said section 1901, which reads as follows:

> Length of Probationary Period: The probationary period for Safety Members is twenty-six (26) pay periods, which equals two thousand, nine hundred twelve (2,912) hours exclusive of overtime. The probationary period for non-safety members is thirteen (13) pay periods, which equals one thousand, forty (1040) hours exclusive of overtime. If federal, state or local law requires a longer probationary period, such law shall prevail.

(D) *Seniority.* The seniority status of each transferred employee will be that of a new employee, with employment commencing on the date of annexation or the actual date of transfer to the Fire District, whichever is later in time. All transferees will be eligible to compete for future promotional opportunities within the Fire District as soon as they are eligible to do so according to the Fire District's requirements for new employees. However, contingent upon VCPFA's agreement to amend section 1201 of the VCPFA MOA to allow for such considerations, any transferee's length of employment with the City's Fire Department will be counted for purposes of qualifying for promotions within the Fire District such that, when applying for promotions, such prior experience within the City's Fire Department shall be considered as if it were experience within the Fire District on a 1:1 basis. Should VCPFA decline to amend section 1201 of the VCPFA MOA, a transferee's employment with the City's Fire Department will not be counted for the purposes of qualifying for promotion within the Fire District.

(E) *Vacation/Sick Leave.* Contingent upon VCPFA's agreement to amend section 1303 of the VCPFA MOA to allow for time worked with the City's Fire Department to be credited toward vacation accrual levels, at the start of employment with the Fire District, any transferee (whether suppression or non-suppression personnel) will be credited with one year of service for every two years of employment with the City's Fire Department but only for purposes of establishing the level of combined leave accrual. For example, a transferee who worked for the City's Fire Department for twelve (12) years will be eligible for the combined leave accrual level equivalent to a Fire District employee with six (6) years of service within the Fire District. Such combined leave accrual amounts are established under section 1303 of the VCPFA MOA. Should VCPFA decline to amend section 1303 of the VCPFA MOA, transferees shall not be

credited with any service time and will be eligible for the combined leave accrual equivalent of a new hire in accordance with the VCPFA MOA. Additionally, transferees will receive an advanced sick leave credit in accordance with section 1403 of the VCPFA MOA, which reads as follows:

> Advance Sick Leave Credit: New regular, full-time employees shall receive an advance sick leave credit of thirteen (13) bi-weekly pay periods as sick leave accrual as of the date of hire. Said sick leave credit advancement shall be balanced upon completion of thirteen (13) bi-weekly pay periods of service or upon earlier separation.

(F) *Assignments in Fire District for Transferred Employees.* Transferred Employees shall not be permanently assigned nor temporarily assigned for any length of time to any fire station within the City for a period of at least 12 months from the date of annexation. Transferred employees will be permitted to work shift trades and voluntary and mandatory overtime during this 12-month period. After the completion of the 12-month period, transferred employees will be permitted to transfer according to section 2207 of the VCPFA MOA.

(G) *Retirement Contributions.* As required by section 503.A of the VCPFA MOA, all transferred employees "shall contribute as retirement contributions an amount equal to one-half of the normal cost rate of the applicable retirement formula." Such contribution rates are determined by the Ventura County Employees' Retirement Association ("VCERA"). Furthermore, pursuant to section 7522.02 of the Government Code, all transferred employees who do not elect retirement from the City's retirement plan, CalPERS, may establish reciprocity with VCERA. In order to establish such reciprocity, the transferee must meet all VCERA requirements, including those set forth in state and federal law, as well as affirmatively apply for reciprocity through VCERA. VCERA's "Incoming Reciprocity Request Form" is located on its website at http://vcportal.ventura.org/vcera/docs/forms/Incoming%20Reciprocity%20Form.pdf.

(H) *Unfunded Retirement Plan Liability.* The City will retain all liability for any unfunded retirement plan liability as of the date of annexation for all transferees. The City will also retain all liability for any vested retirement benefits of all transferees, such as health insurance maintenance payments. The Fire District will not be responsible for and will not accept any liability regarding any transferred employees that arises from their employment with the City up to and through the date of annexation or such transferred employees' date of transfer to the Fire District, whichever occurs later in time.

(I) *General Liability for Conduct of City Employees.* The City shall remain solely responsible for any and all claims and litigation alleging negligence or wrongdoing by the City or any City Fire Department employee due to the conduct of any City Fire Department employee, or others within the City, occurring before the commencement date of services. The City will defend, indemnify, and save harmless the Fire District and the County of Ventura, including all of their boards, agencies, departments, officers, employees, agents and volunteers, against any and claims, demands, lawsuits, liability, judgments, debts, loss, damages and expenses (including, without limitation, costs and legal fees) including, without limitation, those

arising from injuries or death of persons, and for damages to property, arising directly or indirectly out of any City Fire Department employee's actions or inaction occurring prior to the commencement date of services.

SECTION 8. ENVIRONMENTAL LIABILITY

(A) The City agrees to defend and indemnify the Fire District against, and to hold the Fire District harmless from, any loss, damages, claims, expenses or liabilities (including, without limitation, costs and attorney's fees) resulting from any mitigation, repair or removal of, or allegations of release of hazardous materials or petroleum products from, any underground or above ground storage tanks on any properties deeded or leased to the Fire District by the City, except to the extent such alleged release, damage or liability was caused by the sole negligence or willful misconduct of Fire District employees or contractors.

(B) The City hereby agrees to defend and indemnify the Fire District against, and to hold the Fire District harmless from, any loss, damages, claims, expenses, liabilities, demands, lawsuits, judgments or debts (including, without limitation, costs and attorney's fees) resulting from any mitigation, repair or removal of, or allegations of the presence or release of hazardous construction materials from, any properties deeded or leased to the Fire District by the City, except to the extent such alleged presence or release was caused by the sole negligence or willful misconduct of Fire District employees or contractors.

SECTION 9. WORKERS' COMPENSATION

(A) Except as otherwise provided herein, the provisions of the California Labor Code shall govern workers' compensation benefits for transferred employees who sustain industrial injuries after transfer to the Fire District. However, notwithstanding section 5500.5 et seq. of that Code, the City agrees to reimburse the Fire District for the City's proportionate share of all medical, legal, administrative, and any other indemnity costs for which the Fire District is found liable for industrial injuries apportionable, in whole or in part, to any transferee's employment with the City. The City's responsibility, as provided for herein, shall not be affected by any change in federal or state law.

(B) The City and the Fire District shall cooperate in the ongoing management of any workers' compensation claims pending, filed or denied during the time any transferees are employed by the Fire District by providing such information as is deemed necessary for the City and the Fire District to cooperatively manage a workers' compensation claim filed by any transferee. The City shall notify the Fire District of any claims pending, filed, or denied, and any temporary or permanent work restrictions imposed, with respect to a transferee. The Fire District shall notify the City of any claims pending, filed, or denied, and any temporary or permanent work restrictions imposed, with respect to any transferee who has a pending workers' compensation claim involving the City or who asserts a workers' compensation claim during

employment with the Fire District for which the City is potentially liable in whole or in part. The City shall be responsible for adjusting and paying all costs related to all claims filed or pending prior to the transferee's date of employment with the Fire District. This responsibility of the City is subject to contribution from the Fire District for any post-transfer injury or exacerbation of an existing injury already at issue in a pending workers' compensation claim filed by a transferee.

(C) The Fire District shall be solely liable in workers' compensation for any claim of a specific injury occurring on or after the date of transfer of a transferred employee, except to the extent that injuries, illnesses or conditions that occurred or existed prior to the date of transfer contributed to the transferred employee's disability or need for medical care. In such case, the Fire District shall be entitled to apportionment and recovery in contractual indemnity from the City for the proportional share of all costs, including indemnity, medical expenses and allocated claim expenses, as determined by the primary treating physician, qualified medical examiner or agreed medical examiner found to have provided the controlling opinion in the adjudication of the claim. The City shall provide copies of its entire workers' compensation files on all City Fire Department employees who apply to transfer to the Fire District.

SECTION 10. CITY ACCESS TO FIRE DISTRICT FUEL SUPPLIES

The City reserves the right to use the Fire District's fuel tanks located within the City to fuel City vehicles. The City will utilize Fire District fuel tracking forms to log all fuel used and agrees to pay the Fire District for all fuel dispensed to the City. The cost of the fuel will be at the Fire District's cost with no additional fees.

SECTION 11. ELECTRICAL SYSTEMS

The City will provide access to and absorb the cost of electrical systems used by the Fire District to support any infrastructure upgrades supporting telecommunication systems. Emergency backup power will also be provided by the City at no additional cost to the Fire District until the date of annexation and occupation of Fire Station Nos. 81 and 82 by Fire District employees.

SECTION 12. CITY KNOX LOCKS

Currently all Knox locks within the City are keyed specifically for City access. The Fire District agrees to pay for the cost of rekeying Knox locks within the City to enable Fire District personnel access to the facilities in the event of an emergency. The Fire District will conduct a review of all Knox locks known to the City. Any existing Knox locks not meeting Fire District Standard 506 will not be rekeyed by the Fire District.

SECTION 13. RATIFICATION OF VENTURA COUNTY FIRE CODE

Fire District Ordinance No. 29, known as the Ventura County Fire Apparatus Access Code, and Fire District Ordinance No. 30, known as the Ventura County Fire Code, were

adopted by the Board of Directors of the Fire District pursuant to Health and Safety Code section 13869. Section 13869.7 of the Health and Safety Code requires the Fire District to present the portions of any adopted ordinance modifying building standards, as defined by Health and Safety Code section 18909, to all jurisdictions in which its ordinances will be enforced. The legislative body of the jurisdiction may then ratify, modify, or reject the modifications in the Fire District's adopted ordinance. The Fire District's modifications to building standards for properties within its jurisdiction are contained within chapter 9 of Ordinance No. 30. The City hereby agrees to direct its staff to present chapter 9 of Fire District Ordinance No. 30 to the City Council for ratification within 60 days of the execution of this MOA. The City also agrees that, upon the date of annexation, all other current Fire District ordinances, policies, regulations, standards, and similar documents that relate to fire and life safety shall be fully enforceable within the City and shall supersede any existing City regulations of similar nature.

SECTION 14. FIRE DISTRICT FEE SCHEDULE ADOPTION

The Fire District adopts a published Fee Schedule annually with an effective date of July 1 of each year. The Fee Schedule sets forth the costs of various services provided by the Fire District. The current adopted Fee Schedule is attached as Exhibit 2 to this MOA. The City agrees that the current Fee Schedule shall be effective upon the date of annexation.

SECTION 15. RECORDS RETENTION

(A) The City will adhere to the requirements of it as a custodian of records, which include but are not limited to the City's retention of records related to its firefighting and prevention services, as required by state and federal laws and city ordinances, for all required documentation created by the City's Fire Department up to and including the date of annexation. These records include but are not limited to the following: Fire Station Journals, Fire Incident Reports (National Fire Incident Reporting System) and Pre-Hospital Patient Care Records.

(B) City staff will maintain all records pursuant to the City's retention schedule and provide them to members of the public in accordance with the California Public Records Act and any litigation holds in effect as of the date of annexation. City staff will maintain and provide the Fire District access to the City's legacy fire prevention database for a minimum of two years after the date of annexation. Access to records shall include but is not limited to fire code permits, construction permits, special use permits, code enforcement complaints, and inspection records. All costs associated with maintaining the current database shall be the responsibility of the City.

(C) The Fire District shall act as the custodian of records and abide by its retention schedules in accordance with Fire District policies and provide access and copies in accordance with the California Public Records Act on and after the commencement date of services.

SECTION 16. ENVIRONMENTAL QUALITY ACT COMPLIANCE

The Fire District affirms and warrants that it complied with provisions of the California

Environmental Quality Act of 1970, Public Resources Code § 21000, *et seq.* ("CEQA"), insofar as CEQA applied to the annexation proceedings required in annexing the City to the Fire District. The Fire District will defend the City and hold the City free and harmless from any and all claims, demands, or judgments arising out of allegations by third parties, if any are made, that the approval of the annexation of the City into the Fire District by the Ventura Local Agency Formation Commission on January 17, 2017, failed to comply with CEQA.

SECTION 17. GOOD FAITH AND FAIR DEALING

The Fire District and the City covenant and agree to act in good faith and deal fairly with each other regarding the performance, administration and interpretation of this MOA.

SECTION 18. INDEMNIFICATION

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

(B) The City agrees to indemnify, defend, and hold harmless the Fire District and the County of Ventura, its elected and appointed officials, officers, agents, and employees from any and all claims, demands, lawsuits, liability, judgments, debts, loss, damages and expenses (including, without limitation, costs and legal fees), arising from or connected with claims and lawsuits by third parties arising from the negligent or wrongful acts of the City in the performance of this MOA.

(C) The Fire District agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, agents, and employees from any and all claims, demands, lawsuits, liability, judgments, debts, loss, damages and expenses (including, without limitation, costs and legal fees), arising from or connected with claims and lawsuits by third parties arising from the negligent or wrongful acts of the Fire District and the County of Ventura in the performance of this MOA.

SECTION 19. DEFAULT

(A) *Notice of Default; Cure Period.* In the event a party to this MOA fails to perform pursuant to the terms and conditions of this MOA, the party to which an obligation to perform is owed shall provide the non-performing party written notice of said non-performance, upon receipt of which notice the non-performing party will have 30 days to cure such default or otherwise comply with any request for performance. If non-performance continues beyond such 30-day period, the complaining party may pursue any and all available legal remedies.

(B) *Failure to Give Notice of Default.* A party's failure to give, or delay in giving, any notice of default shall not by itself constitute a waiver of the non-performing party's obligations, requirements or covenants under this MOA. Any failure or delay by one party to assert any rights and remedies as to the non-performance of the other party shall not operate as a waiver of any default by the other party nor of any rights and remedies available to that party.

SECTION 20. GENERAL PROVISIONS

(A) *Severability.* In the event that any provision herein contained is adjudicated to be invalid, void, or illegal by final order of any court of competent jurisdiction, the same shall be deemed severable from the remainder of this MOA and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(B) *Waiver.* No breach of any provision hereof can be waived unless in a writing signed by the non-breaching party. A written waiver of any particular breach of this MOA shall not be deemed to be a waiver of any other breach of the same or any other provision of this MOA.

(C) *Will and Shall.* Use of terms "will" and "shall" in this MOA have the same meaning.

(D) *Entire Agreement.* Except as set forth in Resolution No. 2017-7065, the terms and conditions herein constitute the entire agreement between the parties relating to the subject matter of this MOA and supersede any prior understanding of the parties, whether oral or written. This MOA may be modified only by further written agreement between the parties hereto.

IN WITNESS WHEREOF, the City, by a majority vote of its City Council, has approved and caused this MOA to be executed by its Mayor, which execution has been attested to by its Clerk; and, upon motion of Director _____, seconded by Director _____, and duly carried, the Board of Directors of the Ventura County Fire Protection District has approved and caused this MOA to be executed by its Chair, which execution has been attested to by its Clerk, on this ____ day of _____, 2018.

CITY OF SANTA PAULA

_____
Ginger Gherardi, Mayor
Dated: _____ __, 2018

ATTEST:

_____
Lucy Blanco
City Clerk

[Seal]

BOARD OF DIRECTORS OF THE VENTURA COUNTY FIRE PROTECTION DISTRICT

Peter Foy, Chair
Dated: _____ __, 2018

Michael Powers
Clerk of the Board of Directors

[Seal]

Exhibits

1. Plan for Service
2. Fee Schedule for FY 2017/2018
3. Fire Station No. 81 Grant Deed
4. Fire Station No. 81 Easement
5. Fire Station No. 82 Lease Agreement
6. Limoneira Parcel Grant Deed from City to County of Ventura
7. City Tax Share Apportionment Schedule

Exhibit 1

City of Santa Paula
Annexation into the
Ventura County Fire Protection District
Plan for Service

1. Proposed Annexation

The City of Santa Paula (City), a municipal corporation established in 1902, and the Ventura County Fire Protection District (Fire District), a special district established pursuant to the Fire Protection District Law of 1987, jointly propose annexation of the City into the Fire District for provision of fire suppression services, rescue services, emergency medical services (EMS) and other related services by the Fire District. Annexation into the Fire District will allow the City to take advantage of the substantial economies of scale available from having the Fire District provide such services throughout the areas in and surrounding the City, including from existing Fire District stations and personnel located both nearby and throughout the County. In addition, the Fire District has mutual aid agreements with neighboring fire protection entities that are contractually obligated to assist the Fire District in fighting fires within its boundaries, which will include the City if the annexation is completed.

Annexation of the City into the Fire District will result in the assumption of all fire, rescue, and EMS services by the Fire District for the City. To cover the costs of providing such services, the City and the Fire District have executed a joint "tax exchange agreement" resolution that, should the proposed annexation be completed, will result in a transfer to the Fire District of a sufficient percentage of the City's property tax revenue to support the short and long term costs of the Fire District's providing such services to the City. Following execution of a memorandum of agreement (MOA) with the Fire District and County, regarding personnel (employees), property (fire stations and vehicles, etc.), insurance and retirement costs (e.g., workers' compensation claims coverage and pension costs), and any other related issues, the City will have no further funding obligations for the provision of fire prevention and suppression, rescues, EMS, and other public services to be delivered by the Fire District within the City once the annexation has been completed. The proposed starting date for delivery of services by the Fire District to the City, should the annexation be timely completed, is December 1, 2017.

The following table details the staffing and resources that will be provided by the Fire District to the City after annexation.

Table 1. Proposed Ventura County Fire Protection District Staffing and Resources

Personnel		Resources	
Fire Chief	1	Type I Engines	46
Deputy Chief	1	Type III Engines	11
Assistant Chiefs	3	Type VI Engines	4
Division Chiefs	3	Ladder Trucks	5
Battalion Chiefs	20	Type I Hazmat Unit	4
Fire Captains	110	Quints	1
Fire Engineers	96	Heavy Rescue	1
Fire Engineer Paramedics	2	Fast Response Unit	1
Firefighters	154	Squads	3
Firefighter Paramedics	47	Water Tenders	2
Fire Control Workers	27	Utilities	10
Heavy Equipment Operators	3	Command Vehicles	15
Administrative Staff	156	Mobile Command Post	1
Fire Cause Investigators	3	Water Rescue Units	2
Hazardous Material Officer	1	Helicopters Firefighting/Wildland*	5
Public Safety Dispatchers	43	Type I Heavy Urban Search and Rescue	2
		Fire Boat**	1
		Water Rescue Jet Skis	4
		Light & Air Units	2
		Paramedic Support Vehicles	1

* The aviation program is run by the Ventura County Sheriff's Department with funding and staffing provided by the Fire District.

** Fire boat services are provided in conjunction with the County of Ventura's Channel Islands Harbor Patrol personnel.

2. Proposed Services

A. Fire Suppression

The Fire District is a full-service, all-risk organization operating thirty-two fire stations serving over 480,000 residents, covering a response area of 848 square miles of unincorporated territory and six incorporated cities within the County of Ventura, viz., Camarillo, Moorpark, Ojai, Port Hueneme, Simi Valley and Thousand Oaks. The Fire District provides a full range of emergency services personnel and resources, including fire engines, ladder trucks (with elevated stream capabilities), a fire boat (for fires located in the Channel Islands Harbor area), heavy equipment bulldozers, front end-loaders and excavators and earth moving vehicles for wildland firefighting flood prevention, mitigation and fire road construction hand crews, paramedics on select engines, rescue squads, helicopters, a large incident command center, and other fire control capabilities. Fire District staff are trained to function in various Incident Command System (ICS) capacities, including participation on Interagency Management Teams (IMT).

Staffing in Fire District stations varies depending on the level of service required at each station's location. The minimum staffing is three career firefighters for each fire engine, and four career firefighters on each ladder truck, quint and rescue engine. Quint apparatus provide operational capabilities of both fire engines and ladder trucks. Rescue engines provide the operational capabilities of a fire engine and the rescue capabilities of a ladder truck without aerial ladder and elevated stream capabilities. Squads and fast response units are staffed by two career firefighters in each with at least one being a paramedic. The Fire District's "Wildland Division" is staffed year round with increased staffing during fire season.

To provide oversight to the daily operations within the City, the Fire District will assign a Battalion Chief to provide leadership and direction for the Fire District personnel assigned to fire stations serving the City. Additionally, a Division Chief will be assigned to the City and will act as the City's Fire Chief.

B. Emergency Medical Response

The Fire District is the largest provider of pre-hospital care in the County. This high level of service is delivered using emergency medical technician (EMT) and paramedic staffed engines, trucks, squads and fast response units strategically positioned within the County of Ventura to support the public/private partnership that exists with the private ambulance transport service providers in the County. The Fire District also provides medical oversight, training and quality assurance for an Automatic External Defibrillator (AED) program, operating defibrillators within the cities of Thousand Oaks, Camarillo, and Port Hueneme as well as for the Ronald Reagan Library, Oak Park Unified School District, and Rancho Simi Recreation and Park District. The Fire District will provide the same medical oversight, training and quality assurance program to the City.

C. Hazardous Materials Response

A Hazardous Materials Regional Response Team (RRT) responds to hazardous materials incidents within the County. Responses are jurisdictional and will include partner agencies when the complexity of the incident requires a reinforced response. The RRT consists of HazMat (HM) units from the following four agencies:

- Fire District (HM50 unit from Fire District Station 50),
- Oxnard City Fire Department (HM67 unit from Oxnard City Fire Station 7),
- Federal Fire Ventura County (HM72 unit from Point Mugu Fire Station 72), and
- Ventura City Fire Department (HM6 unit from Ventura City Station 6).

In addition to these four HM teams, the Fire District provides one Hazardous Materials Officer (HMO) for all HazMat incidents. The HMO provides technical specialist services for the RRT, and serves as the liaison between the incident and regulatory agencies.

The RRT responds to all hazardous or suspected hazardous materials incidents beyond the control or mitigation of any first responders. Depending on the incident and resources available, members of the RRT may fill any position in the ICS ranging from entry and de-contamination team leaders, HazMat group supervisor, safety officer and unified incident commanders.

The Fire District's HM50 unit is a stand-alone California Office of Emergency Services certified Type 1 hazardous materials team. HM50 meets FEMA Type 1 HazMat team typing requirements. As a Type 1 HazMat team, HM50 is equipped and trained to handle incidents involving all known industrial chemical hazards (in liquid, aerosol, powder and solid forms), all unknown industrial chemical hazards (in liquid, aerosol, powder, solid, vapor and gas forms), and all known and unknown nerve agents, chemical and biological substances (WMD).

The Fire District also maintains one Decontamination Trailer. This unit provides for the rapid decontamination for up to 200 victims who have been exposed to hazardous substances.

D. Rescue Operations - All Risk

The Fire District provides Urban Search & Rescue (USAR) services with two Type 1 Heavy USAR companies advantageously located within the County. The Fire District, along with its regional partners from the fire departments of the cities of Ventura and Oxnard, have been certified by the California Office of Emergency Services (Cal OES) as a Regional Task Force for USAR. This Task Force, RTF-7, is comprised of a 30-member

team and available for response Statewide within 45 minutes of being dispatched. The USAR teams are highly trained and capable of performing complex technical rescues mitigating virtually every potential hazard. Situations where USAR teams are generally called upon to provide service are earthquakes, floods, storms, tornadoes, dam failures, trench rescues, terrorist activities, cliff rescues, structure collapses, hazardous materials incidents and confined space rescues. The Fire District also provides ocean and swift water rescue services by purposefully deploying highly trained and equipped personnel and resources in areas where impacts are anticipated. Additionally, all Fire District suppression employees are trained to operate on rope rescues, swift water rescues and various other aspects of technical rescues.

The Fire District provides training to all suppression personnel to the Confined Space Awareness Level with support personnel being trained to the Operational Level and USAR crews trained to the Technician Level. This degree of training allows for basic confined space rescue operations and the establishment of the Incident Command System while awaiting the arrival of technical rescue team members. The Fire District has the capability of performing complex rescue operations using state-of-the-art rescue equipment. The Fire District maintains and operates supplied-air breathing apparatus (SABA), intrinsically safe communications, lighting equipment, tripods for vertical entry and rescue operations, rope rescue systems, and other specialized equipment for complex confined space rescue operations.

E. Mass-Casualty Incident Response

In a joint and cooperative EMS system, the Fire District, along with the contracted ambulance providers, deploys trained and experienced personnel and resources to effectively manage mass-casualty incidents (MCI). Fixed resources include 10 self-contained MCI trailers stocked with basic medical equipment and triage supplies including backboards, blankets, trauma dressings, oxygen, triage tarps, etc. Each trailer is designed to be towed to the scene of a major medical incident. The MCI trailers are strategically located within each incorporated city in the County. There are also two state disaster medical supply trucks within the County that are housed and responded to incidents by our ambulance company partners. The Ventura County EMS System recognizes and prepares for mass-casualty incidents in the event of an act of terrorism, natural disaster, or transportation incident. Fire District resources also have additional treatment supplies in cases of an MCI involving WMD. All Paramedic Support Vehicles also have additional MCI triage/command equipment available.

F. Arson Investigation Services

The Fire District's Arson Investigation Bureau has three investigators providing fire investigative services to all County responsibility areas. Arson Investigation services are provided by one investigator who is on duty 24 hours a day on a rotating shift schedule. Should an increase in workload be encountered, the other two investigators are available

for recall to provide assistance. All Arson Investigators who perform these duties are armed Peace Officers. Their responsibility is to conduct fire investigations for cause and origin, conduct criminal investigations, and assist the local law enforcement agency and County District Attorney with the prosecution of cases. The Arson Investigation Bureau conducts over 200 investigations annually.

G. Major Disaster Response

The Fire District has a proven history of managing major incidents and disasters. Major disaster responses usually include the activation of an IMT to effectively manage the incident, and to free up local resources and personnel. Several Fire District personnel serve on Interagency Management Teams functioning as Incident Commanders, Operation Section Chiefs, Logistics Chiefs, Safety Officers, Division/Group Supervisors, Public Information Officers, GIS Technical Specialists (mapping technicians), Helicopter Coordinators and Air Attack Group Supervisors. Fire District employees assigned to Incident Command Teams or filling positions on incidents are all certified by the National Wildfire Coordinating Group (NWCG).

3. Fire Prevention

A. Pre-development Planning

The Fire District will assign members of the Fire Prevention Engineering and Development Section to coordinate and participate in the City's development review process. This will allow Fire District personnel to provide Fire Code requirements to contractors and developers with ongoing development projects within the City. The Fire District's Fire Prevention Engineering and Development personnel will also review proposed developments, inspect proposed development sites, and meet with City and County building officials, planners and related staff to make appropriate recommendations to developers.

B. Plan Submittal Review

The Fire District's Fire Prevention Engineering and Development Section will review all residential, commercial, industrial, and manufacturing plans along with tract maps for compliance with the appropriate fire and building codes as well as local ordinances and fire prevention standards. Prevention personnel will provide written comments to developers and contractors regarding conditions and requirements for their ongoing projects and any proposed developments. Prevention staff will be available for questions pertaining to these projects and developments.

C. Development Inspection

The Fire District will provide site inspections of all developments within the City requiring such inspections. Fire Prevention personnel will coordinate and schedule inspection dates and times with the contractors and developers.

D. Post Occupancy Inspections

Pre-Fire Planning – The Fire District will perform pre fire inspection service assessments. An engine company will perform these inspections through a coordinated effort with the Fire District's Prevention Division. Each engine company will be given a geographical area within the City and required to perform these inspections and generate pre-fire planning diagrams.

Permit Inspection and Permit Issuance – The Fire District will provide annual inspections and issue permits for occupancies as outlined in the California Fire Code and applicable County and City ordinances.

New Business Review – The Fire District will perform new business occupancy inspections upon request from the City's Planning and Building and Safety departments. The City's Building and Safety personnel would notify the Fire District when a person or company is being considered for a business license.

Code Enforcement – The most effective method of keeping the community safe from fires is through education and active code enforcement. The Fire District's Fire Safety Compliance Unit will take any necessary action to ensure residents and businesses comply with all codes, ordinances, laws, and other regulations.

E. California Fire and Building Code Administration

The Fire District administers the Ventura County Fire Code as amended from the California Fire Code as well as State Fire Marshal regulated sections of the California Building Code. As a part of the Fire District, the City will need to adopt the Fire Code as an ordinance of the City.

F. Fire Hazard Reduction Program (FHRP)

The Fire District actively promotes and enforces the requirements of its Fire Hazard Reduction Program within the Fire District and will perform inspections of parcels in the Wildland-Urban Interface areas in or adjacent to the City to ensure required clearance of combustible growth. The FHRP increases the ability of buildings to resist the intrusion of flame or burning embers projected from vegetation fires. The Fire District will identify Hazardous Fire Areas requiring application of the Defensible Space provisions included in the Fire Code, which is enforced by the Fire Code Official, along with applicable state and local fire-resistive building standards, required and enforced by the City's building official.

As Fire District residents have come to recognize, with the prolonged drought, beetle infestations and other adverse environmental events, wildland fire threats to their property occur on a year-round basis. The FHRP program has helped save lives and property within the County and has become a model for other agencies throughout California. Property owners must abate their property of weeds and other combustible vegetation that could create a fire hazard and pose a potential threat to their property, their neighbors and the community. The Fire District will diligently identify those parcels within the City that need to be added to the FHRP program list of perennial nuisances while providing notice and guidance to the property owners to gain voluntary compliance with its weed abatement program. If voluntary compliance is not obtained, the Fire District will hire others to remove the fire hazard from the property and pursue reimbursement from the property owner for all costs incurred while removing the hazard, as required by the Health and Safety Code. Generally, the Fire District has a very high rate of voluntary compliance and this translates into a high success rate in reducing neighborhood fire risk associated with vegetation mismanagement.

4. Dispatch/Communications

Santa Paula Fire is presently dispatched by the Fire Districts' Fire Communications Center (FCC) located in Camarillo, California. FCC's current communication system includes three simulcast command channels and five simplex tactical channels operating on VHF frequencies. This platform provides a robust system that can support multiple large scale incidents within the County. The FCC system also provides Mobile Computers with an integrated Automatic Vehicle Locator system (MC/AVL) and Wi-Fi hotspots on all units to support the latest generation of TriTech Computer Aided Dispatch (CAD) software. The TriTech system dispatches the closest available unit by using the call location and real time vehicle location information to determine the closest unit to the emergency. The MC/AVL's provide extensive call details, mapping and comprehensive pre-plan information, unit status, messaging and many other useful tools for responders. Patient Care Reports are generated on Motion M5 tablet computers and iPads that are linked through an integrated wireless broadband modem. Redundant broadband connectivity is provided via Wi-Fi hotspots that are incorporated in all fire apparatus.

The FCC is also a certified provider of Medical Priority Dispatch System (MPDS). MPDS is a medically approved, unified system used to dispatch appropriate aid to medical emergencies including systematized caller interrogation and pre-arrival instructions. MPDS starts with the dispatcher asking the caller key questions. These questions allow the dispatchers to categorize the call by chief complaint and set a "determinant level" ranging from A (minor) to E (immediately life threating), relating to the severity of the patient's condition. The response then may be altered based on the determinant level. All medical aid calls receive one Engine and one Ambulance, either "code" or "no code," dependent on the MPDS determined dispatch level. This

approach ensures a proper response to all EMS calls, and reduces the number of units responding code (lights and sirens) to incidents that are not truly life-threatening emergencies. Lower priority incidents still get one engine or ambulance response, but warrant a no-code (no lights and sirens–flow of traffic only) response.

5. Facilities and Equipment

A. Buildings

The facilities to be transferred ("Transferred Facilities") are listed in Exhibit A hereto, which is incorporated into this Plan for Service by this reference.

Upon the certification of completion of the annexation, and as and to the extent required by the terms of the parties' MOA, the Fire District will staff current City Fire Stations 81 and 82 with Fire District personnel and commence internal discussions regarding whether there is any need to construct other facilities to provide additional coverage for the City. City Station 81, which is located at 114 South Tenth Street, will become Fire District Station 29. The City will subdivide the parcel of land on which City Station 81 is currently located and transfer ownership of that parcel to the Fire District. The Fire District will then either rebuild Fire District Station 29 on this site or build a new Fire District Station 29 on a site strategically positioned within the City, in order to provide adequate coverage for the entire area.

Additionally, City Station 82, located at 536 West Main Street in the City, will become Fire District Station 26; current Fire District Station 26's crew members and equipment, now located in an unincorporated area of the County (west of the City) at 12391 West Telegraph Road, will be repositioned to the site of Fire District Station 26. The Fire District will lease this station and the property on which it is located according to the terms of the MOA. When new Station 26 is constructed, the site will reside either inside or outside City limits and be strategically positioned to provide coverage to the City.

B. Vehicles and Equipment

Upon the certification of completion of the annexation, and as specified in the MOA, the vehicles identified in Exhibit B hereto, which is incorporated by this reference, i.e., the "Transferred Vehicles" (together with all firefighting equipment and apparatus used in connection with the Transferred Facilities and Transferred Vehicles), and all property, furniture, fixtures, materials, and equipment necessary or convenient to service, maintain, repair, provision or replace the facilities and vehicles, and any and all property, furnishings and equipment, real or personal, previously furnished by the City for fire prevention services, fire protection and EMS services, for the purpose of having the Fire District perform the activities and fulfilling the responsibilities of the City Fire Department, shall remain or become the exclusive property of the Fire District.

The Fire District shall be responsible for all future maintenance, repairs and replacement of said Fire District vehicles, equipment, and facilities in accordance with the terms of the MOA. The City Manager will assist the Fire District with the production of all documents necessary for the lease or purchase and transfer of ownership of all such facilities, vehicles, and property currently owned by the City.

C. East Area 1 (Harvest Limoneira Development in City)

The City and the Limoneira Company entered into a development agreement that currently requires construction of a public safety facility to house a fire station in the East Area 1 section of the City. As a condition to the approval of the annexation of East Area 1 to the City, the Ventura Local Agency Formation Commission (LAFCo) required that the City and Limoneira execute an operating memorandum amending the development agreement to provide that the public safety facility be completed prior to occupancy of the 250th residential unit in East Area 1. This requirement was based on analysis from the environmental impact report (EIR) for the East Area 1 project that stated that the City's Police and Fire Departments lacked adequate staffing and resources to serve the planned East Area 1 development and that additional staffing and resources were required to meet the increased service demands from that development. Accordingly, the operative development agreement between the City and Limoneira provides that before the City issues the certificate of occupancy for the 250th residential unit in the project, Limoneira must construct a public safety facility to house a fire station.

While the City agreed at the time that the City's Fire Department staffing, equipment, and technology were inadequate to provide effective fire and emergency medical services to the City and the proposed East Area 1 development, with annexation of the City into the Fire District, regionalization of services and advancements in technology and equipment, along with all resources and services the Fire District will provide, change this prior conclusion. The annexation will result in there being acceptable fire and emergency medical services for the City, including its proposed East Area 1 development. Documentation supporting the Fire District's conclusion that after annexation Fire District services from the City's current fire station locations will provide adequate fire and emergency medical services coverage for the City, including East Area 1, and the adjacent region, are provided in Exhibits C, D, E, F, G, H, I, and J hereto. Due to these changed circumstances, the City and the Fire District will request that LAFCo, in approving the annexation of the City into the Fire District, acknowledge that the construction of a public safety facility to house a fire station is no longer necessary to serve the City, including the East Area 1 development.

6. Miscellaneous

A. Liaison to the City

The Fire Chief of the Fire District will assign a Division Chief as the Fire Chief for the City. This Division Chief shall act as liaison to the City regarding fire protection and administrative matters.

B. Meeting Attendance

The assigned Division Chief will attend internal staff meetings as requested by the City, attend City Council meetings as the City Fire Chief, and make appropriate reports on the activities of the Fire District within the City.

C. Reports and Records

The Fire District maintains a variety of records that are typically maintained by fire departments. These records include reports on emergency responses, company inspections, facility and equipment safety inspections, equipment repairs, employee time records, etc.

D. Fire Complaints and Public Information

The Fire District understands the need for positive, engaged community relationships, and this is a major component of the Fire District's programs. The values cited in the Fire District's Mission Statement would be applied equally in the City. Information requested under the Public Records Act is readily available through the Fire District's administrative headquarters in Camarillo, California. The Fire District has an established fee schedule and members of the public desiring copies of documents can access all public records by submitting the required information and fees. The Fire District's customer service philosophy is focused on meeting the needs of customers in a reasonable timeframe, without numerous referrals to other agencies, while being courteous, polite, and helpful.

E. City of Santa Paula Identity

The Fire District will work with the City Manager (or designee) to maintain the history and identity of the Santa Paula City Fire Department as much as possible. The method utilized would be similar to that used for all other cities served by the Fire District.

F. Public Education and Special Events

Being involved, building relations and communicating with the public, local government agencies, and the media are three of the Fire District's most valued tools for protecting lives and property in Ventura County. The Fire District's Public Information Office is responsible for and committed to providing timely and accurate information throughout the year to the media, communities, businesses and non-profits during fire emergencies.

The Fire District also offers a wide variety of outreach programs through its Community Education office. These programs are designed to prevent injury and property loss through increased education and public safety awareness. The Community Education team also coordinates Fire District participation at several events throughout the year. Fire District education and outreach programs include: Junior Fire Setter counseling, sidewalk CPR, car seat installations, earthquake preparedness, fire resistive landscaping recommendations, fire extinguisher training, fire prevention theme pancake breakfasts, school visits and talks.

G. Community Emergency Response Teams (CERT)

The Fire District will support and manage the CERT program for the residents of the City. Training will be provided by Fire District employees' following the FEMA CERT format. Instruction and materials will be delivered at no cost to the City and its residents. Participants will receive a CERT disaster bag containing a helmet, flashlight, vest, gloves and eye protection. On an annual basis, the County will invite all CERT members to attend a regional refresher class to further enhance and sharpen their skills. CERT members will have the opportunity to join local CERT response teams that may be called upon to assist the Fire District with various civic activities and mitigation of natural disasters. CERT will be involved with parades, sporting events, earthquakes, wildland fires and flooding calls.

H. Emergency Management

The Fire District will provide emergency management assistance to the City by assisting with the City's Emergency Operations Center (EOC), if activated by the City. In the event of an emergency and upon activation of the City EOC, Fire District representatives will respond to assist the City with deliverance of services to City residents.

7. Staffing Plan

A. Service Level

The Fire District's proposed staffing will not reduce the number of firefighters on duty or reduce the number of staffed units within the City. The Fire District will reorganize staffing and units within the region to better meet the needs of all concerned. The Fire District will take full advantage of all fire stations within and near the City and will make available to the City and its residents all resources and services offered by the Fire District elsewhere in the district. As mentioned earlier, Fire District Station 29 will take over City Fire Station 81, located at 114 South Tenth Street, and will be fitted with a Type 1 fire engine, 1 Fire Captain, 1 Fire Engineer, and 1 Firefighter. Additionally, Fire Station 26, previously City Fire Station 82, located at 536 West Main Street, will be staffed with a Type 1 fire engine, 1 Fire Captain, 1 Fire Engineer, and 1 Firefighter. The Fire District will continually evaluate service delivery models for the City and make any

necessary operational adjustments to meet the needs of the Fire District and City. All existing facilities will be evaluated prior to completion of the annexation to determine required enhancements needed to provide adequate fire, rescue, and EMS services to the City's residents. Improvements to existing facilities and equipment will include such enhancements as advanced computer networks, updates to MC/AVL's, ePCR's, iPads or other technology, cardiac monitors, and SCBA's. New personal protective equipment (PPE), SCBA masks and fit testing will be provided for all fire suppression personnel. The costs to retrofit both existing fire stations, provide two Type 1 fire engines and all necessary PPE and ancillary equipment will be funded by the Fire District.

B. Potential Employment of Existing City Fire Department Personnel

1. As will be detailed in the MOA, after certification of completion of the proposed annexation by LAFCo, the Fire District will offer employment to the City's 17 fire suppression and one fire prevention employees. Terms to be covered by the MOA include transfer application requirements, pre-employment eligibility requirements, positions available for transferees, and transferees' seniority, work assignments, pay scale, applicable probationary periods, benefits, retirement plans, as well as details on how unfunded liability will be handled. Each transferee will need to provide a driver's license with appropriate endorsements.

2. Part Time Employees. The Fire District does not have part-time positions and will not offer positions to any part-time employees of the City. If any current City part-time employees are interested in a full-time position with the Fire District, they may apply for available positions through the regular recruitment process.

The following table details the service and staffing annual operating costs of City Fire Department Personnel positions after annexation.

Table 2. Service and Staffing Plan Costs

Position	#	Annual Operating Cost
Assistant Chief	3	$10,770
Division Chief		9,952
Battalion Chief	1	25,891
Captain	6	911,471
Engineer	6	791,399
Firefighter/PM	6	770,367
Fire Prevention Specialist	1	105,916
Fire Prevention Officer	-	-
Office Assistant	-	-
Total Personnel Costs		2,625,766
Station Expenses		76,502
Service/Supplies/Dispatch/MIS		188,145
Overhead/Support		-
Total Operating Expenses		264,647
Capital Improvement Fund		-
Total Personnel and Operating		**$2,947,938**

Daily Staffing configuration:

VCFPD Station 29 (Formerly SPFD Station 81) – Captain, Engineer, Firefighter
VCFPD Station 26 (Formerly SPFD Station 82) – Captain, Engineer, Firefight

8. Financial

A. Property Tax

A portion of the funding needed for fire, rescue, and EMS services to be delivered by the Fire District to the City and its residents will be provided by the permanent property tax transfer set forth in the tax exchange agreement (TEA) executed as a Joint Resolution of the City Council of the City and the Board of Supervisors of the County of Ventura acting on behalf of the Fire District. The tax transfer has been set as a percentage of property tax revenue and that percentage shall remain fixed for areas currently within the boundaries of the City. Any areas annexed to the City in the future will retain the same percentage of tax revenue as currently distributed to the Fire District.

This agreement will provide the Fire District with a funding mechanism that responds to changes in property tax revenue, giving the Fire District a stake in the long term success of the City. Any remaining funding needed for fire and EMS services within the City will be provided through the Fire Districts' excess financial capacity, fees for services, or reimbursements for services (e.g., cost recovery under provisions of the Health and Safety Code). This includes fire prevention fees for plan checking and inspections. The approved tax exchange agreement has been submitted in conjunction with this Plan for Service, along with annexation application resolutions executed by the governing bodies of both the City and the Fire District.

Respectfully submitted:

Ventura County Fire Protection District

Mark Lorenzen
Fire Chief

Date: 8/7/17

Exhibit A

Transferred Facilities

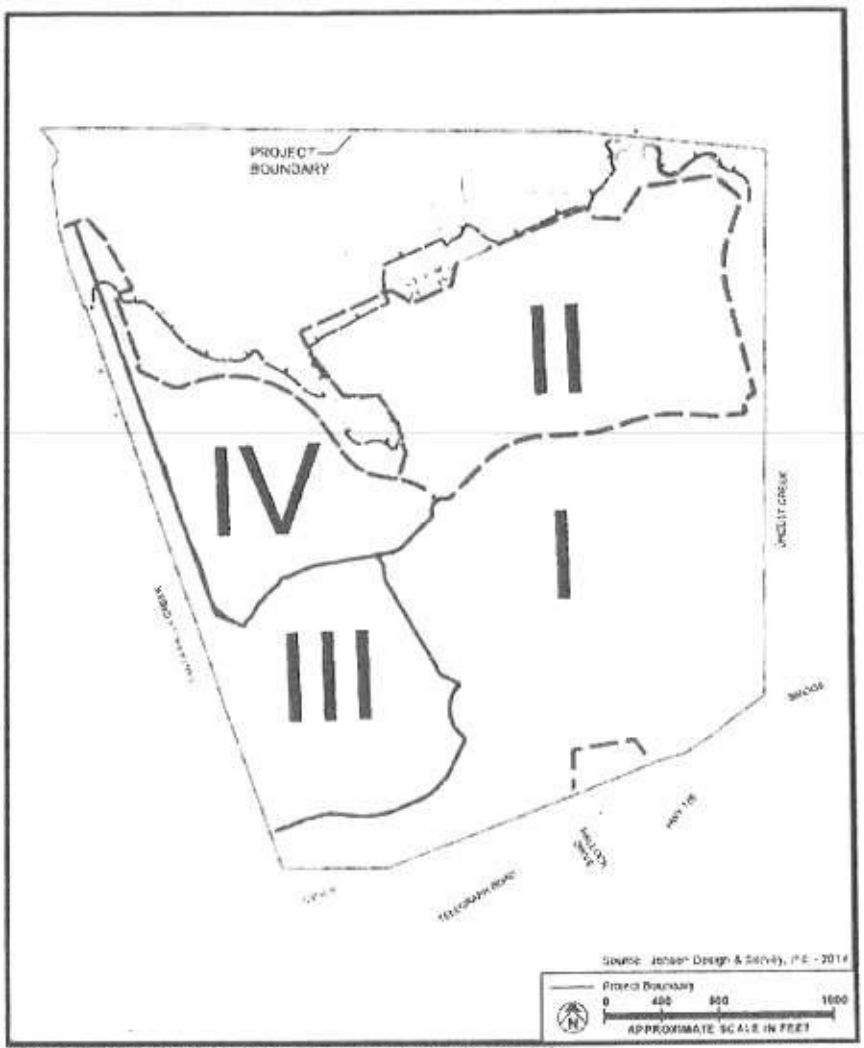
- Station 81 - 114 South Tenth Street (APN 103-0-113-115)
  - County Real Estate Services conducting survey and providing terms for the MOA
- Station 82 – 536 West Main Street (APN 102-0-160-085)
  - County Real Estate Services conducting survey and providing terms for the MOA

Exhibit B

Transferred Vehicles

ID	YR	MAKE/MODEL	LICENSE	TITLE/CALL SIGN
	1927	SEAGRAVE	Unknown	Unknown
304	2005	FORD F350 UTILITY BODY	1182627	1FTWW31Y75ED29724
320	2004	SCOTT/LIBERTY LIGHT & AIR UNIT	SE59701	1C9BF10124S929035
321	2004	PACE AMERICAN MCI TRAILER 7		4FPWB20205G089000
322	2006	PACE AMERICAN CERT TRAILER	1257459	4P2FB10117U080899
NO NUMBER LISTED	2013	CERT TRAILER	1462942	53BPTEA21EF008598

Exhibit C



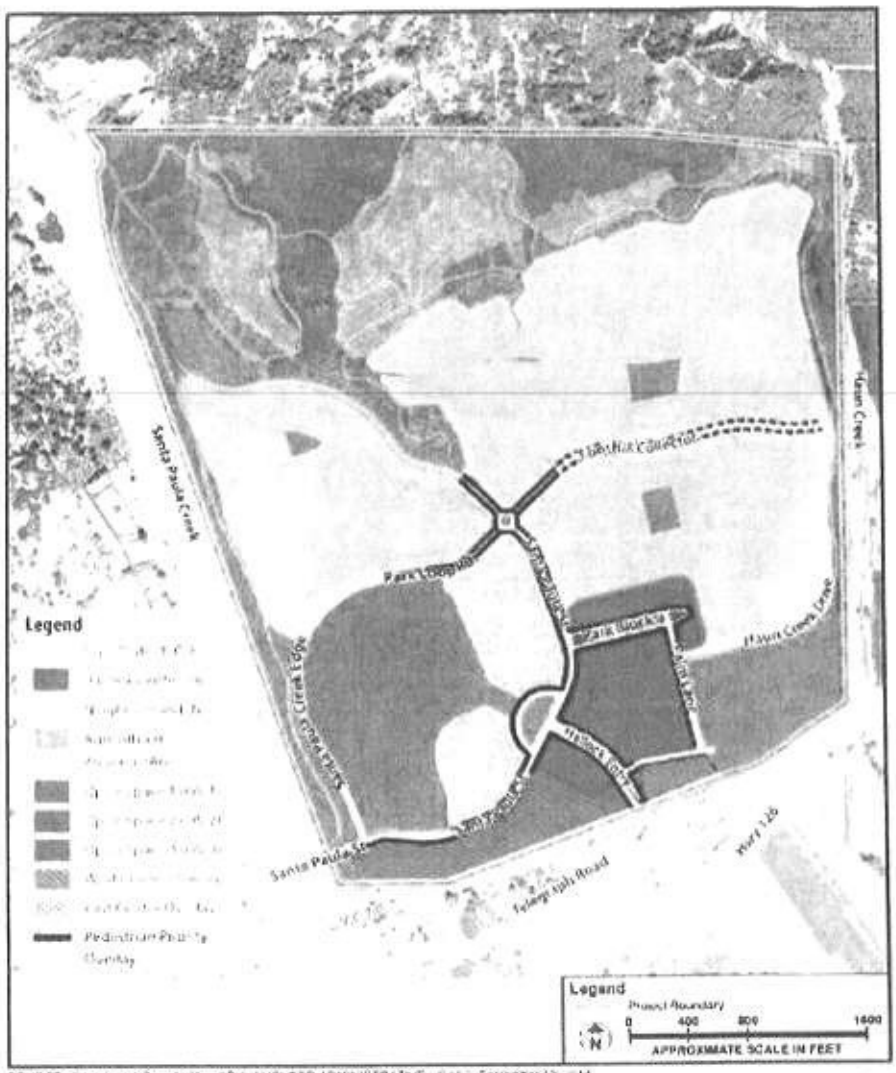
SOURCE: Santa Paula Specific Plan SP-5 AMENDED ADMINISTRATIVE DRAFT September 12, 2014

FIGURE 2.0-16

Meridian

Preliminary Phasing Plan

Exhibit D



SOURCE: [illegible]

FIGURE 2.0-6

Meridian

Regulating Plan

Exhibit E

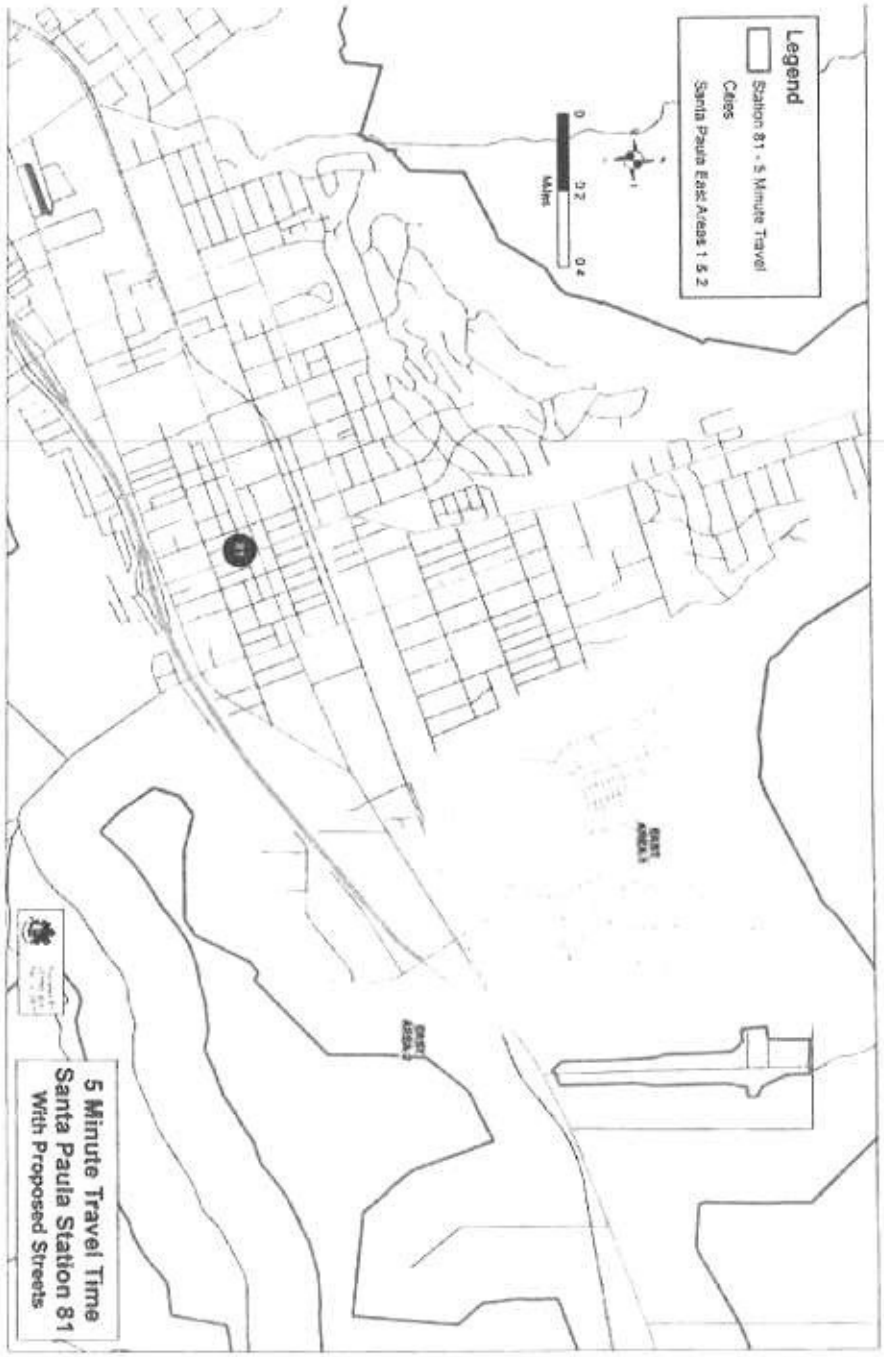

Legend
Station 81 - 5 Minute Travel
Cities
Santa Paula East Areas 1 & 2
0
0.2
0.4
Miles
EAST AREA 1
EAST AREA 2
5 Minute Travel Time
Santa Paula Station 81
With Proposed Streets

Exhibit F

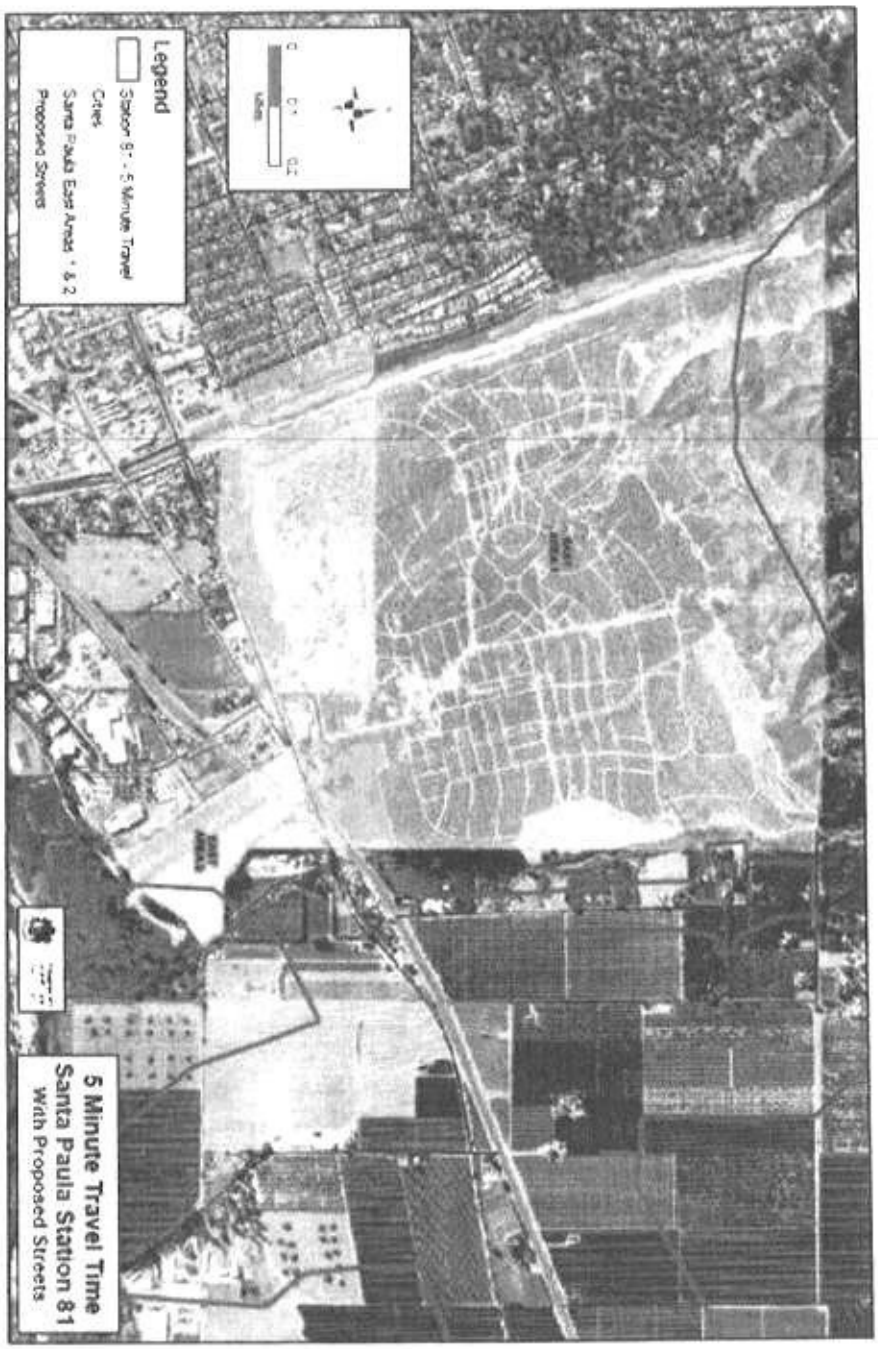

Legend
Station 81 - 5 Minute Travel
Cities
Santa Paula East Areas 1 & 2
Proposed Streets
5 Minute Travel Time
Santa Paula Station 81
With Proposed Streets

Exhibit G

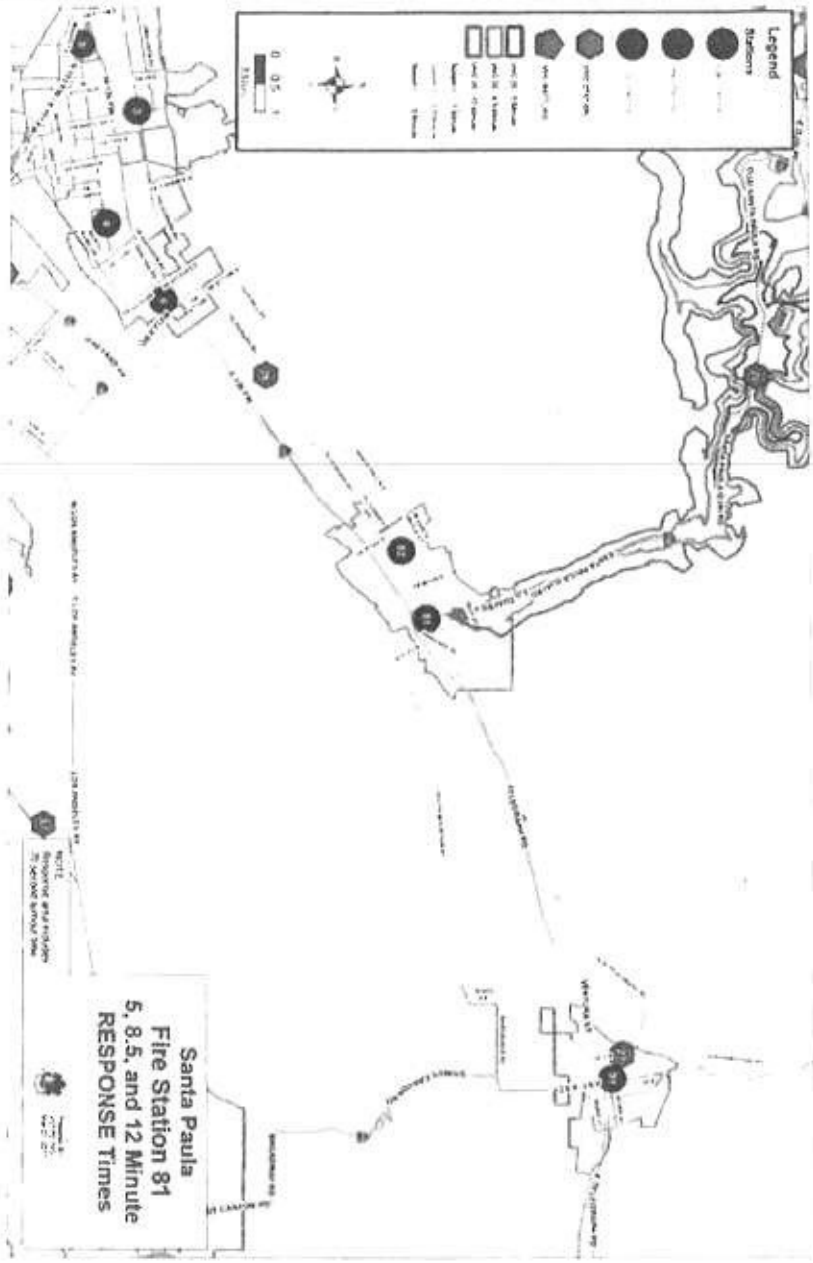

Legend
Stations
Santa Paula
Fire Station 81
5, 8.5, and 12 Minute
RESPONSE Times

Exhibit H

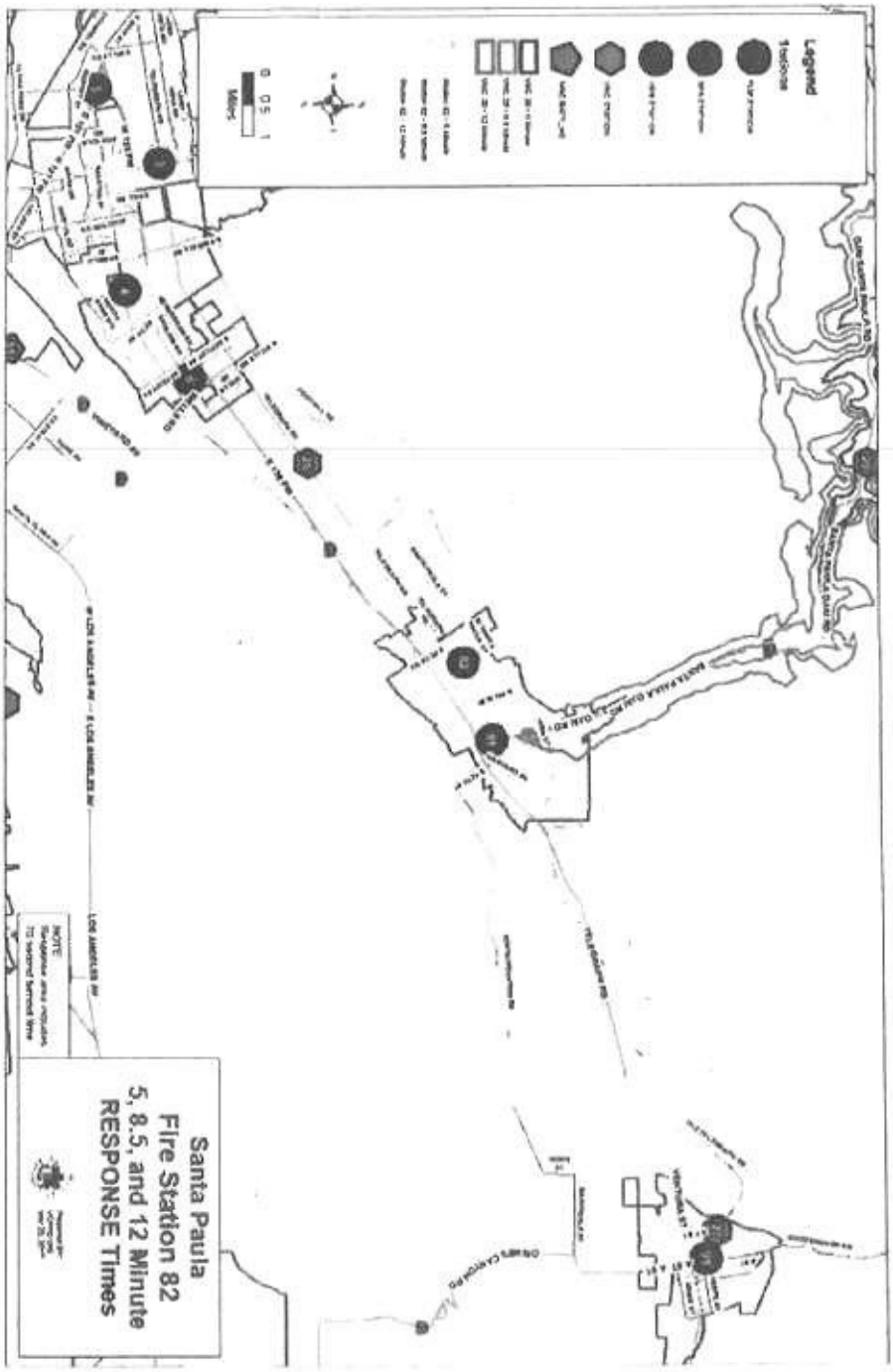

Legend
Stations
0 0.5 1
Miles
Santa Paula
Fire Station 82
5, 8.5, and 12 Minute
RESPONSE Times

Exhibit I

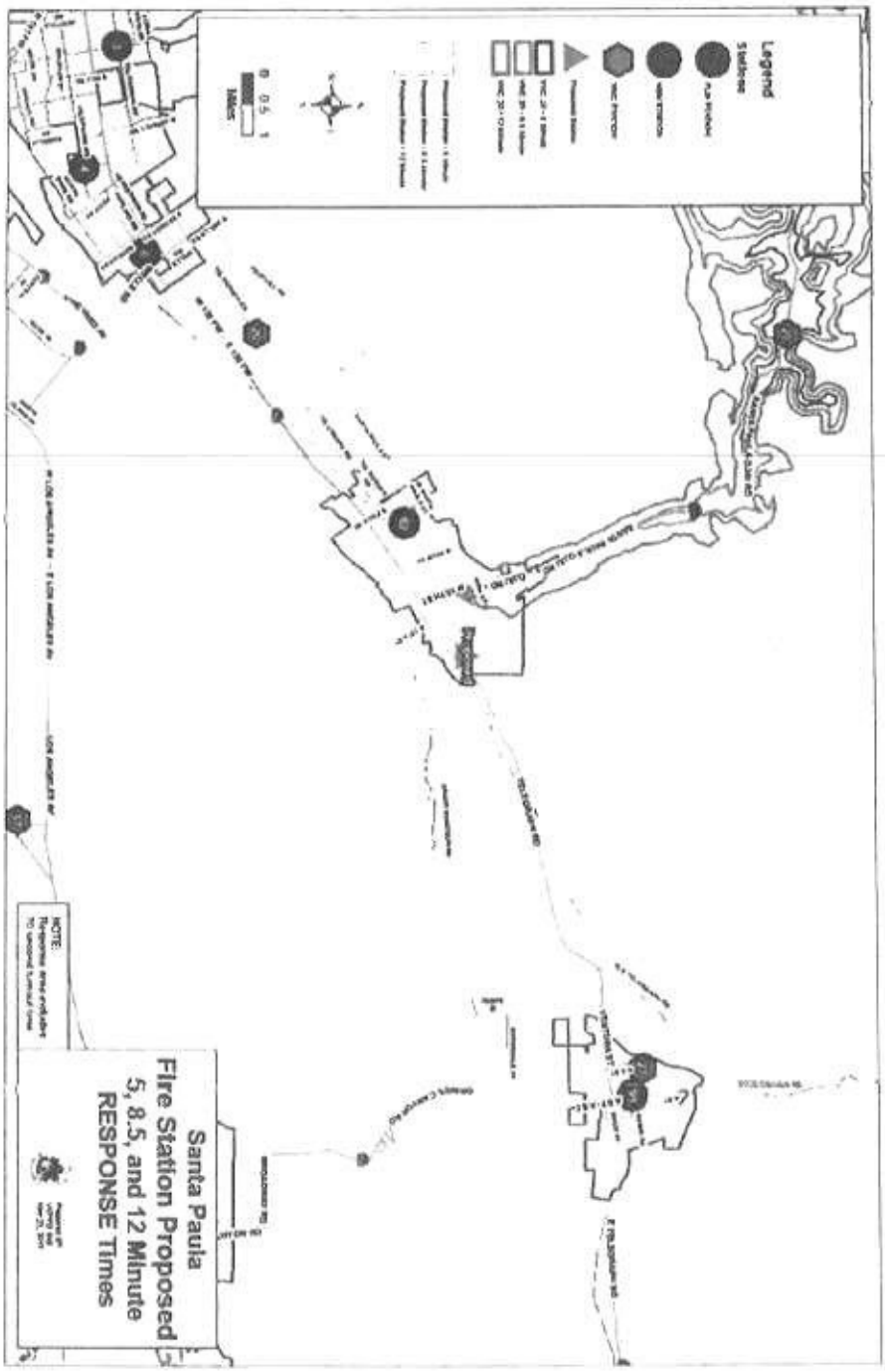

Legend
Santa Paula
Fire Station Proposed
5, 8.5, and 12 Minute
RESPONSE Times

Exhibit 2

VENTURA COUNTY FIRE PROTECTION DISTRICT
FEE SCHEDULE
2017/2018- Effective July 1, 2017
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Total Initial Fee includes initial plan check, one re-check of corrections, and not more than five inspection trips per structure, per permit. Additional plan checks and inspections will be charged at the hourly rate of $152. A one hour minimum fee will apply and additional 15 minute increments thereafter, in addition to the total initial fee.

Plan reviews or inspections requested after normal working hours, on weekends, or during holidays, will be charged at the hourly rate of $152. A four hour minimum fee will apply and additional 15 minute increments thereafter, in addition to the total initial fee.

After Hour Inspection minimum $608.

Expedite Plan Review minimum $608.

All initial fees are non-refundable and due at time of application or prior to additional inspection request, if applicable. All other fees assessed shall be paid within 30 days of the date on a Notice of Fees Due.

Methods of Payment: **Money Order, Cashier Check, Personal Check, Credit Cards and Debit Cards with the MasterCard or Visa logo.**

Section I. **13 & 13R SPRINKLER OVERHEAD SYSTEMS (NEW BUILDINGS)**

Total Building Floor Area	Total Initial Fee
Structures up to 52,000 Total Floor Area	$684
Structures Greater than 52,000 Total Floor Area	$1,026

Section II. **13 & 13R FIRE SERVICE UNDERGROUND FOR BUILDINGS AND COMMERCIAL PRIVATE WATER SYSTEMS**

Number of Fire Sprinklered Buildings	Total Initial Fee
Underground Serving Zero to Five Sprinklered Buildings*	$836
Underground Serving Greater than Five Sprinklered Buildings	$1,254

* Fire service underground systems serving one or more fire hydrants without buildings.

Section III. **13 & 13R TENANT IMPROVEMENT (EXISTING BUILDING)**

If work involves changes to the riser location, a new riser, additions of main, increases in hydraulic demand or new remote areas use the T.I. with plans table.

A. **T.I. 100 HEADS OR LESS AND WITHOUT PLANS**

Number of Fire Sprinklers	Total Initial Fee
Up to 50 Fire Sprinklers	$342
51 to 100 Fire Sprinklers	$494

B. **T.I. WITH PLANS**

Number of Fire Sprinklers	Total Initial Fee
Up to 500 Fire Sprinklers	$760
Greater than 500 Fire Sprinklers	$1,064

Section IV. **FIVE YEAR INSPECTION REPORTS**

Fee is based on the number of water-based fire protection systems submitted for review within a single **Report**. Reports shall include only systems located on the same parcel or within the same Property Owners Association. Only approved CSFM AES Forms shall be used.

Total Systems Reviewed	Report Review Fee
K-12 Schools Per Campus	$76
1-5	$76
6-10	$152
11-15	$228
Greater than 15	$304

Section V. **FIRE HYDRANT LOCATION PLAN REVIEW FOR PUBLIC HYDRANTS ONLY**
See Private Water Systems (Commercial/Residential) for Private Fire Hydrants

Public Hydrants	Total Initial Fee
Public Hydrant Location Review	$266

For modifications to the approved plan an additional fee will be charged at the hourly rate of $152. A one hour minimum fee will apply with additional 15 minute increments thereafter.

After Hour Inspections minimum $608

Expedite Plan Review minimum $608

Section VI. **13D SPRINKLER SYSTEMS-1 & 2 SINGLE FAMILY DWELLINGS & TOWNHOMES**

A. **NEW STRUCTURES- PER DWELLING UNIT**

Dwelling Type	Total Initial Fee
Custom Home	$570
Tract Model Home/Townhome	$570
Tract Non-Model Home/Townhome*	$304

B. **ALTERATIONS TO EXISTING STRUCTURES- PER DWELLING UNIT**

Dwelling Type	Total Initial Fee
13D System Alteration 10 heads or less*	$304
13D System Alteration Greater than 10 heads	$456

***No plan review is required.**

Section VII. **RESIDENTIAL PRIVATE WATER SYSTEM-1 & 2 SINGLE FAMILY DWELLINGS**

System Type	Total Initial Fee
Residential Private Water System	$456

Section VIII. **FIRE ALARM SYSTEMS**

For **Fire Alarm System Panel Replacements**, 50% of the existing initiating devices AND 100% of the new initiating devices shall be counted to calculate the correct fee, using the table below.

Number of Initiating Devices	Total Initial Fee
1	$342
2-10	$456
11-50	$722
51-200	$988
Greater than 200	$1,292

Section IV. **HOOD AND SPRAY BOOTH SYSTEMS**

Number of Nozzles/Heads	Total Initial Fee
1-15	$456
16-30	$494
31-50	$608
Greater than 50	$950

Section X. **SPECIALIZED FIRE PROTECTION SYSTEM**

System Type	Total Initial Fee
Pre-action System (in existing sprinklered bldg.)	$456
In-rack Sprinkler System for High Piled Stock (new and alterations)	$722
Limited Area Fire Sprinkler System	$532
Clean Agent System	$684
Others- Specialized System	$532

For modifications to the approved plan an additional fee will be charged at the hourly rate of $152. A one hour minimum fee will apply with additional 15 minute increments thereafter.

After Hour Inspections minimum $608.

Expedite Plan Review minimum $608.

Section XI. **NEW CONSTRUCTION BUILDING PLAN REVIEWS**

The initial fee is based on the total area of all State Fire Marshal regulated occupancies and H occupancies to be reviewed. Total shall be combined area of all buildings of the same occupancy classification within a single development. Floor Areas shall be rounded up to the next highest increment of 5,000 square feet.

Project Type	Total Initial Fee per 5,000 Square Feet
A-Occupancy/E-Occupancy/H-Occupancy	$760
R-Occupancy/I-Occupancy/Other-Occupancy	$608

Section XII. **REQUIREMENTS FOR CONSTRUCTION (VCFPD FORM 126)**

One Requirements for Construction (VCFPD 126) form shall be submitted per building, unless otherwise noted below.

Requirements for Construction (VCFPD Form 126)	Total Fee
New Single Family Dwelling (R-3), Group U Greater than 3,000 SQ FT, Multi-family, Commercial or Industrial.	$380
Additions to Existing Single Family Dwelling (R-3), Group U Greater than 3,000 SQ FT (total SQ FT of proposed and existing), Multi-family, Commercial or Industrial.	$266

Requirements for Construction (VCFPD Form 126) Tract Projects	Total Fee
Single Family Dwelling (R-3), Multi-family tract development, per building in the same construction phase and the same developer	$266

U Occupancy Projects	Total Initial Fee
New building or additions to Group U Occupancy less than or equal to 3,000 SQ FT (total SQ FT of proposed and existing).	$152

Other Projects with Fire Protection Systems	Total Initial Fee
Fire Protection System Inspection	$266

For modifications to the approved plan an additional fee will be charged at the hourly rate of $152. A one hour minimum fee will apply with additional 15 minute increments thereafter.

Section XIII. FIRE CLEARANCE INSPECTIONS FOR LICENSED FACILITIES

Inspection Type	Total Initial Fee
Licensed Care Pre-Inspection for I's, R's and Daycares	$266
Licensed Care Initial Fire Clearance for I's, R's and Daycares*	$456
Licensed Residential Care Annual Inspection for R-2.1 and R-4	$342
All Other NON 24 Hour Licensed Care Facilities Initial Fire Clearance (private schools, outpatient clinics, alcohol and drug programs, dialysis centers, etc.)	$494

* No Fee for facilities with 1-6 clients.

Section XIV. R-1 ANNUAL INSPECTIONS

Inspection Type	Total Initial Fee
R-1 Annual Occupancy Inspections: 1 - 50 Units - Fee is applicable to all hotels, motels, and boarding houses per facility under the same ownership at a single property. Does not apply to 1&2 single family residences (R-3).	$228
R-1 Annual Occupancy Inspections: Greater than 50 Units - Fee is applicable to all hotels, motels, and boarding houses per facility under the same ownership at a single property. Does not apply to 1&2 single family residences (R-3).	$380

After Hour Inspections minimum $608.

Expedite Plan Review minimum $608.

Section XV. **FILMING AND PHOTOGRAPHY REVIEW**

Review Type	Total Initial Fee
Film Reviews - Includes Feature Films, TV Commercials, TV Series, TV Movies, TV Pilot, PSA, Documentaries, and Music Videos. *	$228
Student Film Review	$228
Still Photography Review*	$152

* Filming permits may be subject to additional conditions, standby fees, fire code permit fees and inspection fees

Section XVI. **OPERATIONAL FIRE CODE PERMITS**

New Operation Fire Code Permits	Total Initial Fee
Aerosol Products	$456
Battery System	$532
Candles/Open Flame in Assembly Areas - Single Use	$114
Candles/Open Flame in Assembly Areas - Ongoing Facility Use	$266
Combustible Dust Producing Operation	$608
Composting/Mulch Organic Material	$722
Compressed and Flammable Gases*	$722
Cryogenic Fluids *	$684
Explosive or Blasting Agents (Handle/Use)(Permit Required Annually)	$456
Explosive or Blasting Agents (Storage/Handle/Use)(Permit Required Annually)	$760
Fireworks Pyrotechnic Special Effects (Theatrical/Movies)**	$266
Fireworks Aerial & ground display**	$456
Flammable or Combustible Liquids*	$608
Hazardous Materials*	$684
Hazardous Production Materials Facilities	$760
High Piled Combustible Storage	$608
Hot work, Cutting, Welding & Grinding	$342
Live Audiences**	$342
LPG- Fixed Tanks and Tank Exchange Site	$342
Oil Wells	$342
Places of Assembly	$304
Spraying or Dipping	$494
Tank Vehicles- Re-Fueler	$152
Temporary Membrane Structures 401 to 1600 Square Feet	$190
Temporary Membrane Structures Greater Than 1600 Square Feet	$342
Other Operational Permits as Specifically Defined in Current Edition of the Fire Code, Including but not Limited to; Aviation Facilities, Carnivals & Fairs, Cellulose Nitrate Film, Combustible Fibers, Covered Mall Buildings, Dry Cleaning Plants, Exhibit and Trade Shows, Floor Finishing, Fruit & Crop Ripening, Fumigation & Thermal Insecticides Fogging, Industrial Ovens, Liquid or Gas Fueled Vehicles or Equipment in Assembly Buildings, Lumber Yards, Magnesium Working, Organic Coatings, Pyroxlin Plastics, Refrigeration Equipment, Repair Garages, Storage of Scrap Tires, Tire Rebuilding, Waste Handling, Wood Products.	$456

*Fee Includes Construction Permit

** Permits will require an additional standby fee and will be charged at the "Fire Prevention Safety Officer" hourly rate, with a six hour minimum.

Renewal: The renewal cost of an Operational Fire Code Permit shall be 50% the cost of the current initial fee.

For modifications to the approved plan an additional fee will be charged at the hourly rate of $152. A one hour minimum fee will apply with additional 15 minute increments thereafter.

After Hour Inspections minimum $608.

Expedite Plan Review minimum $608.

Section XVII. FIRE PREVENTION MISCELLANEOUS

Submittal Type	Total Initial Fee
Photovoltaic Systems, Commercial	$342
Release of Notice of Non-Compliance - Plus any outstanding fees related to release.	$532
Alternate Method or Code Interpretation Request - per request	$418
Occupant Load Review	$190
Public Requested Inspections	$190
Grading Plan/Preliminary Access Road & Access Gate Review	$380
Fuel Modification Zone Review	$190
Special Event Review (1st hour No Charge) - The fully allocated hourly rate will be charged for all time greater than 1 hour.	$152
Code Enforcement - The fully allocated hourly rate will be charged for all personnel used to bring an occupancy into compliance for all time after the second inspection. Additional fees and/or fines may be imposed when a citation is issued.	$152
Discretionary Planning Review - EIR, general plan amendment, specific plan review, planning condition review, variances and zone change review. A one hour minimum fee will apply with additional 15 minute increments thereafter.	$152
Pre-Plan/Pre-App/Consultation - A one hour minimum fee will apply with additional 15 minute increments thereafter.	$152
Other Review Not Listed - A one hour minimum fee will apply with additional 15 minute increments thereafter.	$152

For modifications to the approved plan an additional fee will be charged at the hourly rate of $152. A one hour minimum fee will apply with additional 15 minute increments thereafter.

Section XVIII. PERSONNEL, EQUIPMENT AND APPARATUS

A. Fire District Positions

Position	Hourly Fee
Arson Investigator	$100
Battalion Chief (out of County Cost)	$140
Captain	$122
Engineer	$106
Fire Control Worker	$56
Fire Crew Supervisor	$222
Fire Equipment Operator	$206
Fire Prevention Staff	$152
Firefighter	$80
Firefighter Paramedic Premium	$9
Fire Prevention Safety Officer	$90
GIS Tech./Mapping Staff	$105
ICS Command & General Staff Position	$141
ICS Support Position	$93
ICS Unit/Group/Division Supervisor	$119
Information Technology Staff	$157
Senior Fire Control Worker	$75
Telecommunications Staff	$90
Vehicle/Apparatus Repair Staff	$97

B. Community Education Services

(Community Organizations, Schools, Fire Agencies)

A discounted rate for all required staff will apply if attendees must pay admission or to participate. A one hour minimum charge will apply with 15 minute increments thereafter. Additional charges for actual cost of materials may apply

Position	Fee per hour
Captain (discounted at 50%)	$61
Engineer (discounted at 50%)	$53
Firefighter (discounted at 50%)	$40
Fire Prevention Staff (discounted at 50%)	$76

Section XVIII. PERSONNEL, EQUIPMENT AND APPARATUS

C. EQUIPMENT/APPARATUS

Equipment/Apparatus Type	Fee
Backhoe	$262 Per Hour
Command Post Vehicle (CMD 11)	$1500 Per Day
Command Vehicle	$140 Per Hour
Communication Unit (COM 11)	$1000 Per Day
Demob Trailer (DRY)	$400 Per Day
Dozer	$262 Per Hour
Dozer Strike Team	$646 Per Hour
Engine	$308 Per Hour
Engine Strike Team	$1802 Per Hour
Fuel Tender	$137 Per Hour
GIS Truck	$500 Per Day
Grader	$262 Per Hour
Hand Wash Trailer	$400 Per Day
Helitorch- 6 hour minimum for first and last day.	$61 Per Hour + Labor
HIRT	$430 Per Hour
Ladder Truck (Tiller)	$388 Per Hour
Light and Air	$308 Per Hour
Loader	$262 Per Hour
LOGS 1 Truck	$94 Per Hour
PLANS Trailer 42'	$1000 Per Day
Potable Water Trailer	$150 Per Day
Octagon Shelter	$200 Per Day
OPS Trailer 38'	$500 Per Day
LOGS Trailer 26'	$400 Per Day
LOGS Support Trailer 14' (DRY)	$200 Per Day
Squad	$178 Per Hour
Terra Torch	$25 Per Hour + Labor
Toilet Trailer	$150 Per Day
Utility Truck	$186 Per Hour
Water Tender	$186 Per Hour

All service rates are presented on an hourly basis unless otherwise indicated. Daily rates are assessed per calendar day (0000-2400). For use less than 8 hours per day, the rate shall be ½ of the daily rate.

EQUIPMENT ONLY FEES:

Per current Federal Emergency Management Agency (FEMA) Schedule of Equipment Rates.

HELICOPTER FEES:

Per current Operational Agreement between Ventura County Fire Protection District and Ventura County Sheriff

Section XIX. **COPIES, SUBPOENAS AND MAIL**

Subpoenas (VCFPD Not Party to Action) - charged in increments of fifteen (15) minutes	$24 per hour
Subpoenas (VCFPD Party to Action)	No Charge
Photo Copy - Black & White: Large Format Plans, up to 24X36 inches	$4.00/page
Photo Copy - Black & White: <= 100 pages	No Charge
Photo Copy - Black & White: >100 pages	$.05/page
Photo Copy - Color: <=50 pages	No Charge
Photo Copy - Color: >50 pages	$ 10/page
Compact Disc (CD/DVD)	$5/CD
Videos	$50 per hour
Non-standard duplication - out-sourced for duplication	Actual Cost Incurred
Mailing up to 20 pages of 8 1/2" x 11" first class US mail	No Charge
Mailing - other	Actual Cost Incurred

Section XX. **MISCELLANEOUS**

Fire Hazard Reduction Admin. Fee Per Parcel:	
Calendar Year January - December 2017	$1,658
Calendar Year January - December 2018	$1,719
Fire Training Facility Classroom Rental:	
Other Fire Agencies Requests (per rental day)	$50
All Other Requests (per rental day)	$100
DUI Accident Response:	
The fully allocated hourly rate will be charged for all personnel responding.	
Unwanted Alarm Response:	
An unwanted alarm is the activation of an alarm system resulting in a response by the Fire District where an emergency of the kind for which the Alarm System was designed to give notice does not exist.	
Unwanted alarms greater than 3 per month will be charged the fully allocated hourly rate for all personnel used to bring the alarm system into compliance after the second inspection. Additional fees and/or fines may be imposed when a citation is issued.	
Non-Emergency Public Assistance:	
The fully allocated hourly rate will be charged for all personnel responding.	
Fire Protection Standby:	
The fully allocated hourly rate will be charged for all personnel responding.	
Filming Fire Protection Standby:	
The fully allocated hourly rate will be charged for all personnel and equipment required with an eight hour minimum.	
Hazardous Materials Squad Services:	
Residential Household Spills	No Charge
All other spills: The fully allocated hourly rate will be charged for all personnel responding.	
Fire Investigation:	
The fully allocated hourly rate will be charged for all personnel responding if the fire was determined to be arson-related and the arsonist can be identified.	
Community Room Rates:	
Govt. Organizations and Youth Non-profit Groups (Deposit Not Required)	No Charge
Non-profit Groups, Community Group and Other Groups	
1 to 3 Hours	$75
3 to 5 Hours	$149
5 + Hours	$224
Cleaning/Security Deposit Required	$100
Fire Protection District Appeals Board Fee:	
Single Family Dwelling, owner occupied	$700
All others	$1,400
Not Sufficient Fund (NSF):	
Per NSF returned item	$30

Section XXI. **OVERHEAD RATES**

When applicable, apply the following appropriate administrative fees

In County Overhead Rate:	25.84%
Out of County Overhead Rate:	15.26%
Shop Overhead Rate:	9.92%

Exhibit 3

Recorded at the request of and
Return to:

Public Works Agency
County of Ventura
Attn: Real Estate Services
800 S. Victoria Avenue
Ventura, CA 93009-1640

A portion of A. P. # 103-0-113-115

No Fee Required
(Govt. Code Sec. 6103 & 27383)
(Rev. & Tax. Code Sec. 11922)

GRANT DEED
(Santa Paula Fire Station 81)

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged,

CITY OF SANTA PAULA, a Municipal Corporation

do(es) hereby GRANT to

COUNTY OF VENTURA

the hereinafter described real property in the State of California, County of Ventura:

[See description attached as Exhibit "A", attached hereto and made a part hereof]
[Exhibit "B" is attached hereto and made a part hereof for informational purposes only]

Estate 1: Fee.
Estate 2: a non-exclusive easement and right-of-way for ingress and egress to Estate 1 to be conveyed by separate document.

This conveyance is made upon the condition that Estate 1 be used as a Fire Station. In the event the property is not used as a Fire Station for twelve consecutive months, the property shall revert to the City of Santa Paula.

Mail tax statement to:

Public Works Agency
County of Ventura
Attn: Real Estate Services
800 S. Victoria Avenue
Ventura, CA 93009-1640

CITY OF SANTA PAULA, a Municipal Corporation

Dated:_____

By:_____

Name:_____

Its:_____

Grantor

APPROVED:

_____
Charles E. Alvarez, Manager
Real Estate Services Division
Public Works Agency
_____, 20___

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

On _____, 20___, before me _____,
a Notary Public in and for said County and State, personally appeared _____
_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC in and for said
County and State

My commission expires on _____, 20_____.

EXHIBIT A

Legal Description

ESTATE 1

That portion of Block 65 in the City of Santa Paula, County of Ventura, State of California as shown on the map entitled "Town of Santa Paula, Blanchard and Bradley, Proprietors" recorded in the office of said County Recorder in Book 1 Page 234-235 of Miscellaneous Records described as follows:

Beginning at the most northerly corner of Lot 7 of said Block 65; thence along the northerly line of said Lot 7 and its westerly prolongation

1st- South 69°36'36" West, 150.12 feet to the most northerly corner of the parcel of land described in deed recorded October 4, 1934 in Book 429 Page 51 Official Records; thence along the easterly line of said parcel of land and its southerly prolongation

2nd- South 20°13'33" East, 155.73 feet; thence parallel with the first course herein

3rd- North 69°36'36" East, 150.26 feet to the easterly line of Lot 5 of said Block 65; thence along the easterly line of Lot 5, 6 and 7 of said Block 65

4th- North 20°16'30" West, 155.73 feet to the Point of Beginning.

CONTAINING 0.537 ACRES MORE OR LESS

ESTATE 2

That portion of Block 65 in the City of Santa Paula, County of Ventura, State of California as shown on the map entitled "Town of Santa Paula, Blanchard and Bradley, Proprietors" recorded in the office of said County Recorder in Book 1 Page 234-235 of Miscellaneous Records described as follows:

A strip of land, 15 feet wide, lying equally on each side of the following described line

Commencing at the most northerly corner of said parcel of land described in deed recorded in Book 429 Page 51 Official Records; thence along the easterly line of said parcel of land and its southerly prolongation

South 20°13'33" East, 129.06 feet to the **True Point of Beginning**; thence leaving said prolongation

1st- South 70°29'01" West, 150.01 feet to the easterly line of Mill Street, 60 feet wide as shown on said map recorded in Book 1 Page 234-235 of Miscellaneous Records.

The sidelines of said 15 foot strip of land are to be extended or shortened to begin in the westelery line of the above described Estate 1, and are to terminate in said easterly line of Mill Street.

CONTAINING 0.103 ACRES MORE OR LESS

11/2/2017

Joseph V. DeChellis
PLS 8613

Date

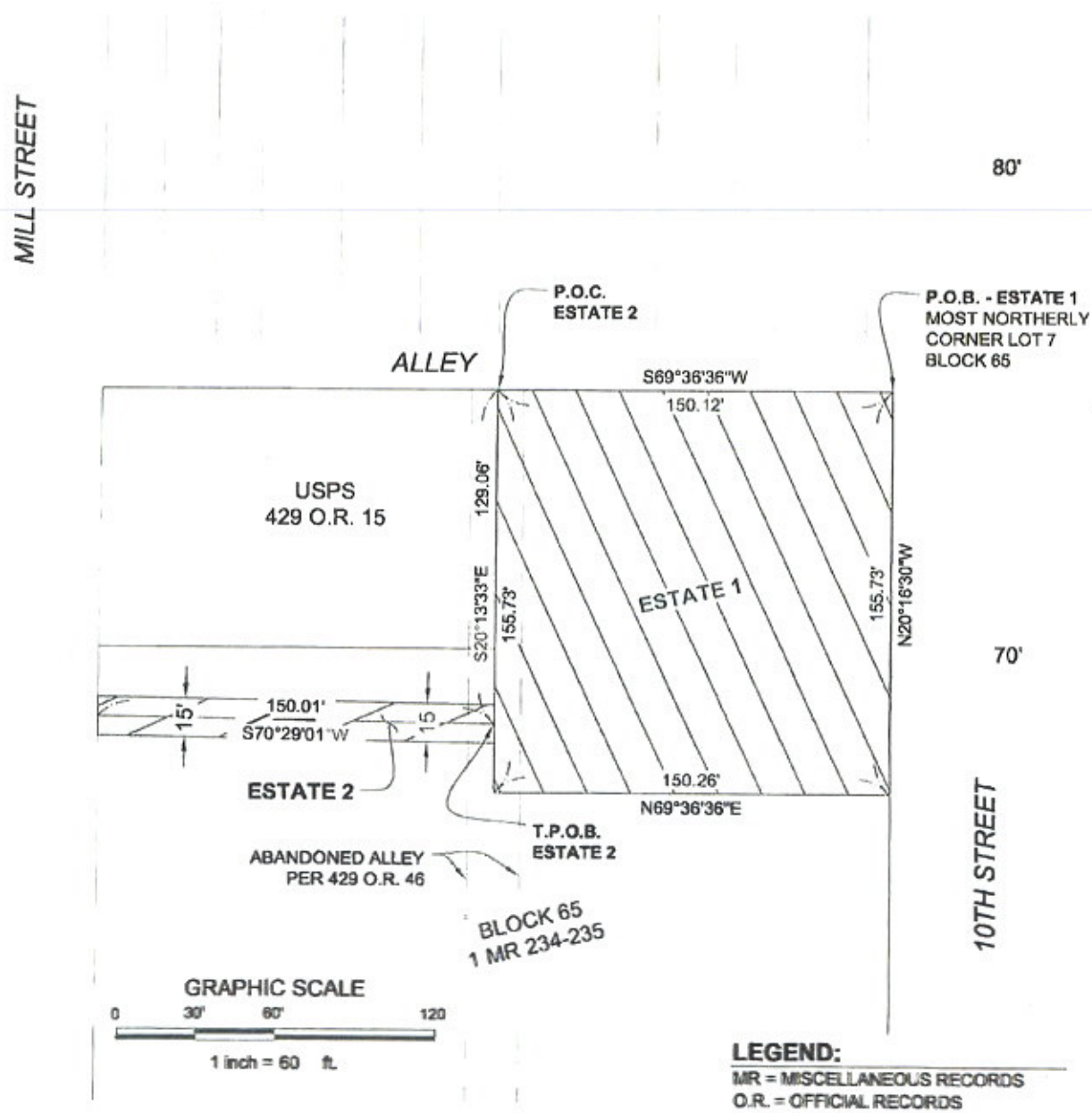
EXHIBIT B

SHEET 1 OF 1 SHEETS

PORTION OF BLOCK 65
"TOWN OF SANTA PAULA, BLANCHARD AND BRADLEY, PROPRIETORS"
(1 MR 234-235)

PROFESSIONAL LAND SURVEYOR
JOSEPH V. DeCHELLIS
NO. 8613
STATE OF CALIFORNIA

11/2/2017



LEGEND:

MR = MISCELLANEOUS RECORDS
O.R. = OFFICIAL RECORDS
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
T.P.O.B. = TRUE POINT OF BEGINNING

SP FIRE STATION #81
COUNTY OF VENTURA
OCTOBER 2017

Exhibit 4

Recorded at the request of and
Return to Public Works Agency
Real Estate Services Division
A. P. # 103-0-113-115
Instrument No. 30,052.1E

No Fee Required
(Govt. Code Sec. 6103 & 27383)
(Rev. & Tax Code Sec. 1192)

EASEMENT DEED
(Santa Paula Fire Station 81)

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged,

CITY OF SANTA PAULA, a Municipal Corporation

do(es) hereby GRANT to

COUNTY OF VENTURA

Estate 2 - an easement and right-of-way for ingress and egress across the following described real property in the State of California, County of Ventura subject to the reversionary interest described below.

The Easement described in Estate 2 is appurtenant to the real property described in Estate 1. This grant is made upon the condition that the property described as Estate 1 be used as a Fire Station. In the event that the property is not used as a Fire Station for twelve consecutive months, the property described in Estate 2 shall revert to the City of Santa Paula.

[See description attached as Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof]

Instrument No. 30,052.1E

CITY OF SANTA PAULA, a Municipal Corporation

Dated:_____

By:_____

Name:_____

Title:_____

APPROVED:

_____
Charles E. Alvarez, Manager
Real Estate Services Division
County of Ventura Public Works Agency

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

On _____, 20___, before me _____,
a Notary Public in and for said County and State, personally appeared _____
_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC in and for said
County and State

My commission expires on _____, 20_____.

EXHIBIT A

Legal Description

ESTATE 1

That portion of Block 65 in the City of Santa Paula, County of Ventura, State of California as shown on the map entitled "Town of Santa Paula, Blanchard and Bradley, Proprietors" recorded in the office of said County Recorder in Book 1 Page 234-235 of Miscellaneous Records described as follows:

Beginning at the most northerly corner of Lot 7 of said Block 65; thence along the northerly line of said Lot 7 and its westerly prolongation

1st- South 69°36'36" West, 150.12 feet to the most northerly corner of the parcel of land described in deed recorded October 4, 1934 in Book 429 Page 51 Official Records; thence along the easterly line of said parcel of land and its southerly prolongation

2nd- South 20°13'33" East, 155.73 feet; thence parallel with the first course herein

3rd- North 69°36'36" East, 150.26 feet to the easterly line of Lot 5 of said Block 65; thence along the easterly line of Lot 5, 6 and 7 of said Block 65

4th- North 20°16'30" West, 155.73 feet to the Point of Beginning.

CONTAINING 0.537 ACRES MORE OR LESS

ESTATE 2

That portion of Block 65 in the City of Santa Paula, County of Ventura, State of California as shown on the map entitled "Town of Santa Paula, Blanchard and Bradley, Proprietors" recorded in the office of said County Recorder in Book 1 Page 234-235 of Miscellaneous Records described as follows:

A strip of land, 15 feet wide, lying equally on each side of the following described line

Commencing at the most northerly corner of said parcel of land described in deed recorded in Book 429 Page 51 Official Records; thence along the easterly line of said parcel of land and its southerly prolongation

South 20°13'33" East, 129.06 feet to the **True Point of Beginning**; thence leaving said prolongation

1st- South 70°29'01" West, 150.01 feet to the easterly line of Mill Street, 60 feet wide as shown on said map recorded in Book 1 Page 234-235 of Miscellaneous Records.

The sidelines of said 15 foot strip of land are to be extended or shortened to begin in the westelery line of the above described Estate 1, and are to terminate in said easterly line of Mill Street.

CONTAINING 0.103 ACRES MORE OR LESS

11/2/2017

Joseph V. DeChellis
PLS 8613

Date

SHEET 1 OF 1 SHEETS

EXHIBIT B

PORTION OF BLOCK 65
"TOWN OF SANTA PAULA, BLANCHARD
AND BRADLEY, PROPRIETORS"
(1 MR 234-235)

PROFESSIONAL LAND SURVEYOR
JOSEPH V. DeCHELLIS
NO. 8613
STATE OF CALIFORNIA

11/2/2017

MAIN STREET (MUPU STREET)

MILL STREET

80'

GRAPHIC SCALE

0 30' 60' 120'

1 inch = 60 ft.

LEGEND:

MR = MISCELLANEOUS RECORDS
O.R. = OFFICIAL RECORDS
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
T.P.O.B. = TRUE POINT OF BEGINNING

SP FIRE STATION #81
COUNTY OF VENTURA
OCTOBER 2017

Exhibit 5

LEASE AGREEMENT
(Ventura County Fire Protection District)
(536 West Main Street, Santa Paula)

THIS LEASE AGREEMENT, hereinafter called "Agreement," is made and entered into by and between:

CITY OF SANTA PAULA, a municipal corporation,

hereinafter called "Lessor" and

VENTURA COUNTY FIRE PROTECTION DISTRICT,

hereinafter called "District."

The parties agree that:

1. PROPERTY LEASED. Lessor hereby leases to District and District hereby leases from Lessor the property and the building located thereon, hereinafter called "Premises," located in the City of Santa Paula, County of Ventura, State of California, described as follows:

The property referred to and known as 536 West Main Street,
Santa Paula, CA 93060.

The Premises are more particularly shown on Exhibit "A," which is attached hereto and made a part hereof by reference.

2. RENT. District shall pay to Lessor, during the term of this Agreement, a rent of $10,000.00 per year ("Rent") payable at the end of each calendar year following the effective date of this Agreement ("Effective Date"), which shall be the date the Premises are delivered to District pursuant to the terms of the parties' Memorandum of Agreement for Fire Protection and Related Services, executed in conjunction with the District's annexation of the City. Rent shall be subject to proration, as provided in Section 9, and offset, as provided in Section 16.

3. TERM. The term of this Agreement shall be one hundred and twenty (120) months commencing on the effective date of this Agreement ("term").

4. HOLDOVER. N/A.

5. USE. The Premises shall be used for the following specified purpose and shall not be used for any other purpose without first obtaining the written consent of Lessor:

PUBLIC SERVICE - FIRE STATION

6. SIGNS. District shall have the right, at District's sole cost and expense, to install signs on the Premises appropriate for the identification of the Premises, provided the size,

location, graphics and specifications of such identification signs are approved in advance by Lessor. Lessor shall not install signs on the Premises without the written consent of District.

7. ALTERATIONS BY DISTRICT. During the term of this Agreement, District shall have the right to make installations, modifications and improvements to the Premises. All improvements, installations and modifications installed by District during the term of this Agreement shall be considered personal property of District and District may, at its option, remove any or all of such items at any time during the term of this Agreement or any extension thereof. If District removes any of such items, District shall restore the portion of the Premises affected by such removal as nearly as practicable to its condition as of the date of occupancy by District, normal wear and tear excepted. District shall keep the Premises free from any liens arising out of any work performed on the Premises, for material furnished to the Premises or for obligations incurred by District.

8. PARKING. N/A.

9. PRORATION OF RENT. If the rent payment due under this Agreement for any calendar year should be for less than a full 12-month year, the rent amount due for that year shall be prorated accordingly.

10. MODIFICATIONS BY LESSOR. None.

11. DELAY IN DELIVERY OF POSSESSION. N/A.

12. INSURANCE.

(a) FIRE AND CASUALTY INSURANCE. During the Term of this Agreement, fire and casualty insurance shall be the sole concern of the District. The Premises, including any fixtures located thereon, shall be insured, or self-insured, by District, for its full replacement cost.

(b) DISTRICT INSURANCE. District shall maintain Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury and property damage arising out of District's operations, assumed liabilities or use of the Premises, including a Commercial General Liability endorsement covering the insuring provisions of this Agreement and the indemnity agreements set forth in Section 24 of this Agreement, for limits of liability not less than $1,000,000.00 per occurrence and annual aggregate for bodily injury, property damage liability and personal injury liability. The minimum limits of policies of insurance required of District under this Agreement shall in no event limit the liability of District under this Agreement. Such insurance shall: (i) name Lessor, and any other party it so specifies, as an additional insured; (ii) be issued by an insurance company licensed to do business in the State of California; (iii) be primary insurance as to all claims thereunder and provide that any insurance carried by Lessor is excess and is non-contributing with any insurance requirement of District; and (iv) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Lessor. District shall have the right to provide such insurance coverage pursuant to blanket policies covering District's other properties so long as the coverage required under this Agreement with respect to the Premises is not reduced or impaired as a result thereof (including as a result of any claims made or aggregate

limits with respect to such other properties). District shall deliver said policy or policies or certificates thereof to Lessor on or before the date District occupies the Premises and at least ten (10) days before the expiration dates thereof. If District shall fail to procure such insurance, or to deliver such policies or certificates, within such time periods, Lessor may, at its option, in addition to all of its other rights and remedies under this Agreement, and without regard to any notice and cure periods set forth in this Agreement, procure such policies for the account of District, and the cost thereof shall be paid to Lessor as rent within thirty (30) days after invoice.

(c) CONTRACTORS INSURANCE. District shall require any contractor hired to complete alterations on the Premises, as provided in Section 7, or repairs and maintenance, other than janitorial or landscaping, as provided in Section 16, to name Lessor as an additional insured on all insurance certificates supplied by each such contractor to District for the work to be performed.

13. TAXES AND ASSESSMENTS. Lessor shall pay all ad valorem taxes and assessments levied against the Premises covered by this Agreement if any.

14. UTILITIES. District shall pay for water, sewer, gas and trash services for the Premises. Lessor shall make and maintain proper connections with any and all water, gas and sewer on or serving the Premises and will continue the connections and service thereof during the term of this Agreement or any extension thereof.

15. JANITORIAL SERVICES. District shall be responsible for janitorial services and supplies for the Premises.

16. REPAIRS AND MAINTENANCE. District shall be responsible for all repairs and maintenance on the Premises during the term of this Agreement. District shall be entitled to receive an offset on any rent due pursuant to Section 2, above, on a dollar-for-dollar basis, for all costs incurred by District for any and all repairs and maintenance of the Premises, excluding janitorial or landscaping services ("qualifying repairs and maintenance"). District shall provide quarterly statements to Lessor of all qualifying repairs and maintenance, including invoices, for Lessor's records. At the end of each calendar year, District shall provide Lessor with a year-end statement of all expenditures for qualifying repairs and maintenance. Any expenditures for qualifying repairs and maintenance in excess of the annual rent due at such time shall be carried over and shall be a credit against the next year's annual rental payment. In the event that any such credit exists at the end of the term of this Agreement, i.e., that expenditures for qualifying repairs and maintenance exceed the annual rent due for the last year of this Agreement, District shall have the right and option either to bill Lessor for the full amount of such credit or to forgive all or a portion of such credit.

17. ENTRY BY LESSOR. Lessor may, upon notice to District, enter upon the Premises at all reasonable times to examine the condition thereof, post notices of non-responsibility, show the Premises to potential purchasers or mortgagees, and for the purpose of providing maintenance and making such repairs as Lessor is obligated to make, provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted by District on the Premises.

18. COMPLIANCE WITH LAW. If necessary to comply with any applicable law, District shall perform all installations, modifications or improvements made necessary due to any installations, modifications or improvements to or use by District of the Premises. Lessor has not caused the Premises to undergo an inspection in accordance with California Civil Code Section 1938.

19. ASSIGNMENT AND SUBLETTING. N/A.

20. DEFAULT OR BREACH. Except as otherwise provided herein, at any time one of the parties to this Agreement is in default or breach in the performance of any of the terms and conditions of this Agreement, the other party shall give written notice to remedy such default or breach. If said default or breach is remedied within thirty (30) days following such notice, then this Agreement shall continue in full force and effect. If such default or breach is not remedied within thirty (30) days following such notice, the other party may, at its option, terminate this Agreement. Such termination shall not be considered a waiver of damages or other remedies available to either party because of such default or breach. Each term and condition of this Agreement shall be deemed both a covenant and condition.

21. WAIVER. A waiver by either party of any default or breach by the other party in the performance of any of the covenants, terms or conditions of this Agreement shall not constitute or be deemed a waiver of any subsequent or other default or breach.

22. PARTIES BOUND AND BENEFITTED. The covenants, terms and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

23. TIME. Time is of the essence of this Agreement.

24. HOLD HARMLESS. District hereby agrees to defend and indemnify Lessor against, and to hold Lessor harmless from, any loss, damages, claims, expenses or liabilities arising out of or relating to any death, bodily injury, or property damage resulting from, or in conjunction with, the maintenance, use or occupation of the Premises by District, District's agents, invitees, employees, contractors or patrons, except to the extent caused by the negligence or willful misconduct of Lessor or Lessor's employees or contractors and not insured or required to be insured by District under this Agreement.

(a) Lessor hereby agrees to defend and indemnify District against, and to hold District harmless from, any loss, damages, claims, expenses or liabilities resulting from any allegations of release of hazardous materials or petroleum products from underground or above ground storage tanks on the Premises at the time of execution of this Agreement, except to the extent such alleged release was caused by the negligence or willful misconduct of District employees or contractors of the District.

(b) Lessor warrants that there are no hazardous construction materials (including, but not limited to, asbestos, lead, and mercury) on the Premises at the time of the execution of this lease. Lessor hereby agrees to defend and indemnify District against, and to hold District harmless from, any loss, damages, claims, expenses or liabilities resulting from any

allegations of the release of hazardous construction materials, except to the extent such alleged release was caused by the negligence or willful misconduct of District employees or contractors of the District.

25. DESTRUCTION OF PREMISES. If the Premises should be destroyed by any cause or declared unsafe or unfit for occupancy by any authorized public authority for any reason, either wholly or in such a degree as to substantially impair District's ability to use the Premises for the use permitted under Section 5 above, then all rent due under the terms of this Agreement shall terminate as of the date of such destruction or declaration; provided, however, that if Lessor makes the necessary repairs within 120 days rendering the Premises as suitable and serviceable as they existed the day District occupancy commenced, no right of termination by District shall exist. If repairs are not made within 120 days, District may terminate this Agreement effective on the 120th day after said destruction by mailing written notice to Lessor of District's intention to terminate. During a period of partial destruction, the rent shall be abated in the same ratio as the portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole Premises. Should the partial destruction of the Premises not be repaired within 120 days, District shall have the option to terminate this Agreement or remain in possession at the reduced rent. Additionally, Lessor shall have the right to terminate this Agreement in the event of a partial or total destruction if the damage is not fully covered, except for deductible amounts, by Lessor's insurance policies.

26. CONDEMNATION. If the whole of the Premises should be taken by a public authority under the power of eminent domain, then the term of this Agreement shall cease on the day of possession by said public authority. If a part only of the Premises should be taken under eminent domain, District shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises, provided such part is either (i) greater than 25% of the total rentable square feet of the Premises or (ii) necessary for District's ability to use the Premises for the use permitted under Section 5 above. If District remains in possession, all of the terms hereof shall continue in effect, the rent payable being reduced proportionately for the balance of the term of this Agreement. If such taking under the power of eminent domain occurs, those payments attributable to the leasehold interest of District shall belong to District, and those payments attributable to the reversionary interest of Lessor shall belong to Lessor.

27. CONDITION OF PREMISES UPON TERMINATION. Upon the termination of this Agreement for any reason, District shall vacate the Premises and deliver same to Lessor in good order and condition, with all personal property of District removed therefrom and damage from such removal repaired, at District's sole cost and expense (damage by the elements, fire, earthquake, falling objects and ordinary wear and tear excepted).

28. ENTIRE AGREEMENT. Except for the Memorandum of Agreement for Fire Protection and Related Services Between the City of Santa Paula and the Ventura County Fire Protection District, this Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no obligation other than those set forth herein will be recognized.

29. AGREEMENT MODIFICATION. This Agreement may be terminated, extended or amended in writing by the mutual consent of the parties hereto. Such modification

may be executed by the Director of the Ventura County Public Works Agency, or an authorized representative, on behalf of District.

30. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

31. GENDER AND NUMBER. For the purpose of this Agreement, wherever the masculine or neuter form is used, the same shall include the masculine or feminine, and the singular number shall include the plural and the plural number shall include the singular, wherever the context so requires.

32. SECTION HEADINGS. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

33. NOTICES AND PAYMENTS. All notices required under this Agreement, including change of address, shall be in writing and all notices and payments shall be made as follows:

A. All notices to Lessor shall be given or mailed to:

City of Santa Paula
P.O. Box 569
Santa Paula, CA 93061
Attn: City Manager

B. All notices to District shall be given or mailed to:

Ventura County Fire Protection District
165 Durley Avenue
Camarillo, CA 93010
Attn: Fire Chief

34. HAZARDOUS MATERIALS. District shall not use or allow another person or entity to use any part of the Premises and District shall not use any part of the Premises for the storage, use, treatment, manufacture or sale of hazardous materials (other than ordinary office products which are incidental to the operation of its offices, such as photocopy supplies, secretarial supplies and limited janitorial supplies).

Dated: _____ "LESSOR"

CITY OF SANTA PAULA

By: _____
Name:
Title:

"DISTRICT"

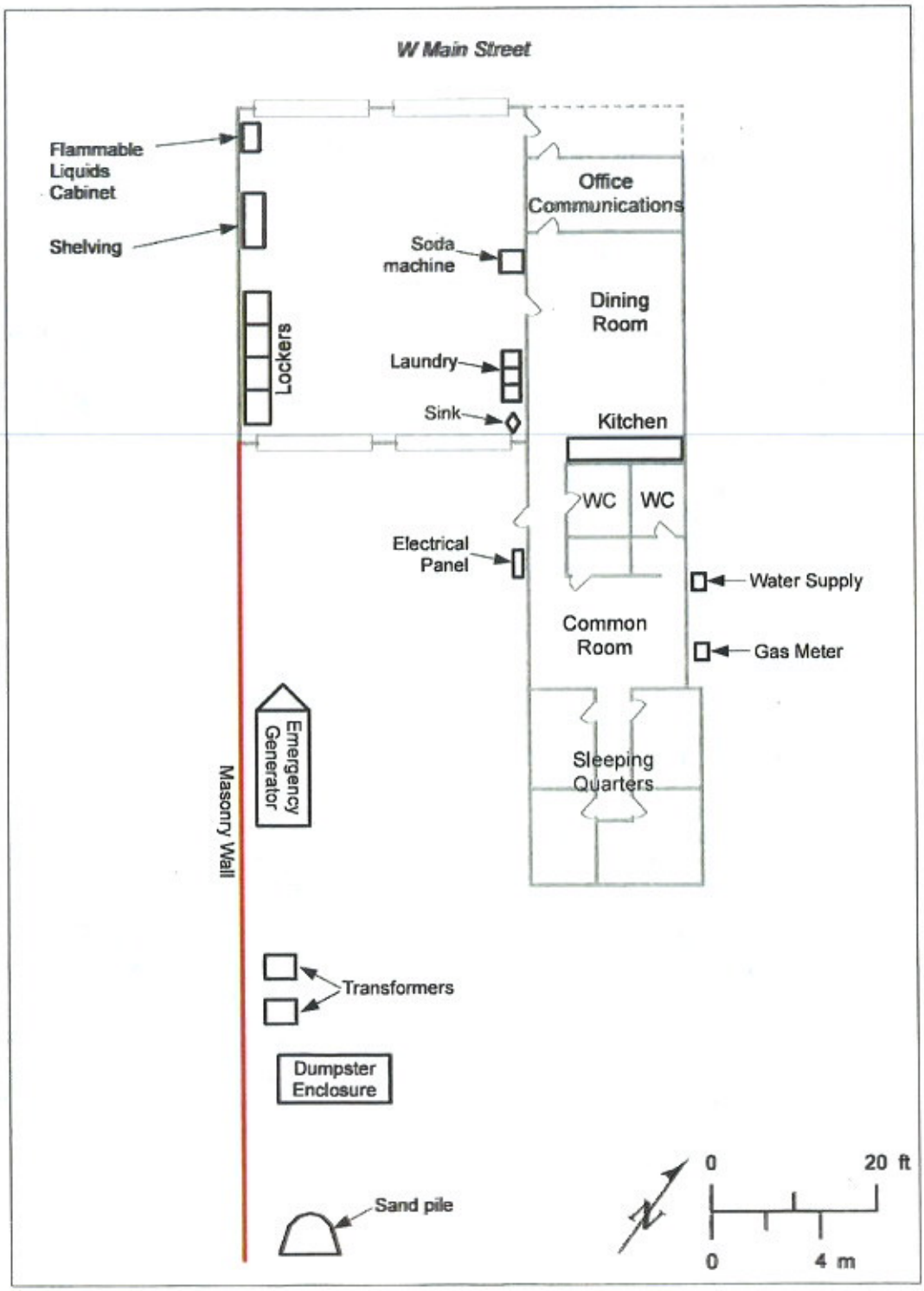
VENTURA COUNTY FIRE PROTECTION DISTRICT

Dated: _____

By _____
Mark Lorenzen, Fire Chief

EXHIBIT A

DEPICTION OF PREMISES
536 WEST MAIN STREET, SANTA PAULA, CA



BUILDING DETAIL

EXHIBIT A

DEPICTION OF PREMISES
536 WEST MAIN STREET, SANTA PAULA, CA

Imagery from GoogleEarth, 2016.

Legend

Approximate Site boundary

SITE PLAN

Exhibit 6

Recorded at the request of and
Return to:

Public Works Agency
County of Ventura
Attn: Real Estate Services
800 S. Victoria Avenue
Ventura, CA 93009-1640

A. P. # 107-0-044-035
Instrument # 30,053.1F

No Fee Required
(Govt. Code Sec. 6103 & 27383)
(Rev. & Tax. Code Sec. 11922)

GRANT DEED

(Santa Paula Fire Station – East Area 1)

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged,

CITY OF SANTA PAULA, a Municipal Corporation

do(es) hereby GRANT to

COUNTY OF VENTURA

the hereinafter described real property in the State of California, County of Ventura:

[See description attached as Exhibit "A", attached hereto and made a part hereof]

Mail tax statement to:

County of Ventura
800 S. Victoria Avenue
Ventura, CA 93009-1640
Attn: Public Works Agency, Real Estate Services

Instrument No. 30,053.1F

CITY OF SANTA PAULA, a Municipal Corporation

Dated:_____

By:_____

Name:_____

Its:_____

Grantor

APPROVED:

_____
Charles E. Alvarez, Manager
Real Estate Services Division
Public Works Agency

_____, 20__

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

On _____, 20___, before me _____,
a Notary Public in and for said County and State, personally appeared _____
_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC in and for said
County and State

My commission expires on _____, 20_____.

EXHIBIT "A"
(Legal Description)

All that certain real property situated in the County of Ventura, State of California, described as follows:

Part of the North half (N1/2) of the North West Quarter (NW1/4); the South-East Quarter (SE1/4) of the North-West Quarter (NW1/4) of Section Twelve (12) Township Three (3) North, Range Twenty-One (21) West, San Bernardino Base and Meridian, as the same are designated and delineated upon the official plat of the survey of said lands, returned to the General Land Office by the Surveyor General, and particularly described as follows:

Beginning at the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 12, Township 3 North, Range 21 West, San Bernardino Base and Meridian, from which an iron pipe 1-1/2" inch in Diameter 36" long, bears North 2.90 feet distant said point of beginning being the Southeast corner of that certain Parcel of land as conveyed by Adam Harpold to Christopher Harpold by deed dated March 8, 1899, and recorded in the Office of the County recorder of said Ventura County in Book 57 of Deeds at Page 392 et seq.; thence from said point of beginning.

1st: South 0° 04' West 20.05 chains; at 10.00 chains an iron pipe 2" in diameter 24" long; at 20.05 chains the center of said Section 12, Township 3 North, Range 21 West, San Bernardino Base and Meridian; thence,

2nd: North 86° 13' West 20.159 chains to an Iron pipe 1-1/2" in diameter 36" long, set at the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 12, Township 3 North, Range 21 West, San Bernardino Base and Meridian, and at the Southeast corner of that certain parcel of land as conveyed by W.L.K. Good, et ux. to Nathan W. Blanchard, by Deed dated May 21, 1906 and recorded in the Office of the County Recorder of said Ventura County in Book 106 of Deeds at Page 182 et seq., thence,

3rd: North 0° 08' East 9.65 chains; at 5.948 chains an iron pipe 1-1/2" in Diameter 36" long set on bluff; at 9.65 chains an iron pipe 1-1/2" in diameter 36" long set in the Northeasterly line of that certain parcel of land as conveyed by Roy A. White, et ux., to Vane Robbins, by Deed dated August 2nd, 1909, and recorded in the Office of the County recorder of said Ventura County in Book 119 of Deeds at Page 286, et seq., thence,

4th: North 33° 58' West 23.612 chains along the northeastly line of said lands of Vane Robbins to an Iron pipe 1-1/2" in diameter 36" long set at the extreme Northeasterly corner of said lands of Vane Robbins, in the Southerly line of the public road from the City of Santa Paula to Fillmore; thence along same,

5th: North 57° 45' East 1.756 chains to an iron pipe 1-1/2" in diameter 36" long, set at the point of intersection of the Southerly line of said public road, and the Southerly line of the right of way of the Southern Pacific Railroad; thence,

6th: North 69° 03' East 12.594 chains to an iron pipe 1-1/2" in diameter 36" long set at the point of intersection of the Southerly line of said Railroad right of way and the East line of the Northwest quarter of the Northwest Quarter of said Section 12, Township 3 North, Range 21 West, San Bernardino Base and Meridian, from which the Northwest corner of that certain Parcel of land as conveyed by Frank E. Davis et ux. to A. L. Drown by Deed dated November 30, 1895, and recorded in the Office of the County Recorder of said Ventura County in Book 46 of Deeds at Page 378 et seq., bears North 0.862 chain distant; thence,

7th: South 0° 08' West 9.938 chains; at 9.435 chains a 3" x 4" Redwood Post; at 9.938 chains an iron pipe 1-1/2" in diameter 36" long set at the West base of a 4" x 4" Redwood post marked "W" on West face and "K.R.T.3" on East face, said iron pipe and post being set in a barranca; thence down said barranca following its meanders by the following courses and distances,

8th: South 61° 34' East 2.795 chains to a 3" x 4" Redwood Post; thence,

9th: South 49° 08' East 2.85 chains to an iron pipe 1-1/2" in diameter 36" long; thence,

10th: South 88° 27' East 6.418 chains an iron pipe 1-1/2" in diameter 36" long, thence,

11th: South 38° 54' East 3.386 chains; at 1.203 chains a 4" x 4" Redwood Post set in the Southwest line of lands of said Christopher Harpold; at 3.386 chains an iron pipe 1-1/2" in diameter 36" long set at the Southwest corner of said lands of Christopher Harpold in the North line of the South East Quarter of the North West Quarter of said Section 12, Township 3 North, Range 21 West, San Bernardino Base and Meridian,; from said iron pipe a nail in a blaze on the Westerly Branch of a double live Oak bears North 80° 30' West 21.80 feet distant; thence,

12th: South 89° 57' East 6.923 chains to the point of beginning.

EXCEPT all that portion of said land lying Southeasterly of the Northwesterly line of that certain property conveyed to the State of California by Deed recorded May 13, 1983 as Instrument No. 49049 of Official Records.

ALSO EXCEPT THEREFROM all oil, gas, hydrocarbons, or other minerals in and under, and that may be hereafter produced from said land, as conveyed to Alice Teague Cox, et al., in Deeds recorded March 28, 1955 in Book 1276, Pages 459, 464, 469, 474, 479, 484, 489, 494, 499, 504, 509, 514, and 519, all of Official Records.

An undivided 474/2500 interest in the above mentioned oil and gas was purportedly quitclaimed to Limoneira Company, a California Corporation, by Deed recorded June 23, 2000 as Instrument No. 2000-0100215 of Official Records.

Assessor Parcel No.: 107-0-044-035

Exhibit 7

County of Ventura
Auditor-Controller's Office
Apportionment Schedule

Apportionment	Secured	Unsecured	Secured Redemption	PY Unsecured	Racehorse	Excess Proceeds	Teeter	Timber Yield
Apportionment #	010 / 080	020	030	040	50	060	90	250
Description	Apportionment of collections made on the annual Secured Property Tax Roll	Apportionment of collections made on the annual Unsecured Property Tax bill	Apportionment of collections made on delinquent Secured bills from prior years	Apportionment of collections made on delinquent Unsecured bills from prior years	Apportionment of in lieu tax of property tax imposed on the privilege of breeding, training, caring for, or racing racehorses in the State	Apportionment of excess proceeds one year after property is sold at a public auction tax sale due to defaulted taxes remaining unpaid for 5 years.	Apportionment of remaining taxes not collected on the Secured roll by 04/10 for entities that originally opted into the Teeter plan.	Apportionment of taxes collected for privately owned land acquired by the State for forest purposes to harvest timber.
Normal Distribution Month (s)	December, April, and July	November, January	July, September, January, May	January, February	May	March	June	November, June
Collection Period	010-01 (07/01 to 12/10); 010-02 (12/11 to 04/10); 080-01 (04/11 to 06/30)	020-01 (01/01 to 08/31); 020-02 (09/01 to 12/31)	030-02 (05/01 to 06/30); 030-03 (07/01 to 08/31); 030-04 (09/01 to 12/31); 030-05 (01/01 to 04/30)	040-01 (07/01 to 12/31); 040-02 (01-01 to 12/31)	050-01 (07/01 - 06/30)	Varies	090-01 (04/11 to 06/30)	Varies
Applicable State codes	R&T 4653.8	R&T 4655.2 - 4655.4	R&T 4656.2 - 4656.7	R&T 4658.2 - 4658.4	R&T 5721, 5790	R&T 4675.1	R&T 4701 - 4722	R&T 38903.1
Fees Charged	0.25%	0.25%	0.25%	0.25%				
Applicable State codes	GC29142	GC29142	GC29142	GC29142				
VCFMS	A050-616A	A040-608A	A110-616A	A030-607B	A210-625A	[illegible]	A100-4030	A060-6130

Apportionment	Supplemental	Supplemental Redemption	Interest	HOPTR	HOPTR Supplemental	Fish & Wildlife	Housing / DOT
Apportionment #	310	330	411	455	456	641	651
Description	Apportionment of collections made on Supplemental bills for properties with changes of ownership or completed new construction.	Apportionment of collections made on delinquent supplemental bills from prior years.	Apportionment of interest earned on unapportioned account balances and zero account balances.	Apportionment of Homeowner's Property Tax Relief (HOPTR) funds reimbursed by the State for taxes lost due to the discount placed on properties with Homeowner's Exemption on the Secured Roll.	Apportionment of Homeowner's Property Tax Relief (HOPTR) funds reimbursed by the State for taxes lost due to the discount placed on properties with Homeowner's Exemption on the Supplemental Roll.	Apportionment of in lieu tax reimbursed by the State for management and preservation of fish and wildlife.	Apportionment of payments in lieu of taxes for shelter rents for property of housing authority exempt from taxes. Also for State Highway Property rental when received.
Normal Distribution Month (s)	July, October, November, January, March, May	July	December, February	December, January, May, June	December, January, May, June	August, June	Varies, August, April
Collection Period	310-01 (05/01 to 06/30); 310-02 (07/01 to 08/31); 310-03 (09/01 to 10/31); 310-04 (11/01 to 12/31); 310-05 (01/01 to 02/28); 310-06 (03/01 to 04/30)	330-01 (07/01 to 06/30)	411-41 (01/01 to 06/30); 411-42 (07/01 to 12/31)	455-01 (15%); 455-02 (35%); 455-03 (35%); 455-04 (15%)	456-01 (15%); 456-02 (35%); 456-03 (35%); 456-04 (15%)	641-41 (07/01 - 06/30); 641-42 (07/01 - 06/30)	651-01 (amt received); 651-02 (amt received)
Applicable State codes	R&T 75.8, 75.70 - 75.72	R&T 75.8, 75.70 - 75.72	Based on taxes paid to each jurisdiction	R&T 218	R&T 218	Fish & Game 1504	H & S 34401 - [illegible] 104.13
Fees Charged	5%	5%			3%		
Applicable State codes	R&T 75.60	R&T 75.60			R&T 75.60		
VCFMS	A060-610C	A110-610B		A090-6140	A090-6140	A090-6140	K090-6140

PTAX Admin Fee
R&T 95

Special Assmt Fee
GC29304 & 51800