

1 ANNEXATION - CITY OF PALOS VERDES ESTATES
2 CONSOLIDATED FIRE PROTECTION DISTRICT
3

4 THIS AGREEMENT, made and entered into this 1st day
5 of May, 1986 by and between the CONSOLIDATED FIRE
6 PROTECTION DISTRICT OF LOS ANGELES COUNTY, hereinafter referred to
7 as "DISTRICT", and the CITY OF PALOS VERDES ESTATES, hereinafter
8 referred to as "CITY":
9

10 W I T N E S S E T H :

11 WHEREAS, the CITY has decided to annex to the DISTRICT to
12 receive fire protection and paramedic services pursuant to the
13 provisions of Section 13948 of the Health and Safety Code of the
14 State of California; and

15 WHEREAS, it is the desire of the parties hereto to
16 resolve by this Agreement certain matters which are incidental and
17 related to such annexation;

18 IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS
19 FOLLOWS:

20 SECTION I. OPERATIVE DATE AND WITHDRAWAL FROM DISTRICT

21 (A) This Agreement shall be deemed operative as of the
22 effective date of annexation of the CITY to the DISTRICT and shall
23 continue in effect until such time as the Agreement is terminated
24 or otherwise renegotiated.

25 (B) The CITY shall remain a part of the DISTRICT for a
26 period of time of at least ten (10) years as of and from the oper-
27 ative date of this Agreement except that after five (5) years,
28 based upon a majority vote of either party's governing body, the

1 CITY shall take the necessary action pursuant to Health and
2 Safety Code Section 13948 or a subsequent revision of this law
3 to withdraw the CITY from the DISTRICT.

4 (C) A review of contract terms may be initiated at any
5 time, by either party, upon notice to the other; and modifications
6 made to the Agreement upon consent of both parties, which consent
7 shall not be unreasonably withheld or delayed.

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9 SECTION II. SERVICES

10 (A) Services to be provided by the DISTRICT to the CITY
11 include all fire protection, paramedic services, enforcement of
12 the CITY fire code and other appropriate ordinances plus all fire
13 department supportive services, including, but not limited to,
14 supervision, dispatching, training, and equipment maintenance,
15 supplies, procurement, and other necessary services.

16 (B) CITY shall cooperate with the DISTRICT in requiring
17 that the local water purveyor provide adequate water for fire
18 protection purposes within the CITY and without cost to the
19 DISTRICT.

20 (C) The DISTRICT shall annually inspect all fire
21 hydrants within the CITY to insure that said hydrants are
22 mechanically operable and capable of delivering water. The
23 DISTRICT shall notify the CITY water purveyor, in writing, of any
24 maintenance requirements as soon as possible after such
25 inspections and at any other time the DISTRICT becomes aware of
26 maintenance or repair requirements. The DISTRICT shall maintain
27 liaison with the CITY water purveyor for water needs during
28 emergencies.

1 (D) Neither party shall be liable for the negligent or
2 wrongful acts of the other in the performance of this agreement.
3 CITY agrees to indemnify, defend and hold harmless DISTRICT, its
4 agents, officers, and employees from any and all claims, demands,
5 liabilities, expense including reasonable attorney's fees arising
6 from the negligent and wrongful acts of CITY in the performance
7 of this agreement. DISTRICT agrees to indemnify, defend and hold
8 harmless CITY, its agents, officers, and employees from any and
9 all claims, demands, liabilities, expense including reasonable
10 attorney's fees arising from the negligent or wrongful acts of
11 DISTRICT in the performance of this agreement.

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13 SECTION III. FUNDING

14 (A) The CITY shall pay an annual fee to the DISTRICT
15 from municipal funds for the performance of the services referred
16 to in Section II, subsection (A). The annual fee shall be deter-
17 mined by utilizing the documents entitled Los Angeles County Fire
18 Department Uniform Position Cost and the Los Angeles County Fire
19 Department Overhead Detail. These documents will be revised as
20 necessary by DISTRICT to reflect the most current data available.

21 (B) Future legislative or judicial action affecting the
22 DISTRICT'S or CITY'S funding shall allow renegotiation of the
23 funding provision of this Agreement, including reasonable
24 increases in the annual fee.

25 (C) Fire protection and paramedic services shall not be
26 performed hereunder unless said CITY shall:

- 27 1. Have available funds previously appropriated to
28 cover the annual fee as determined by Section

1 III, subsection (A) contained herein, and
2 2. Have paid previously appropriated funds in the
3 manner described in Section III, subsection (D).

4 (D) It is understood and agreed that thirty (30) days
5 prior to the commencement of each fiscal year the DISTRICT shall
6 estimate the fee for rendering services within the CITY for the
7 ensuing fiscal year and shall submit an Estimated Fee for
8 Rendering Services to the CITY as detailed on Schedule 1.
9 This estimate shall include estimated costs of salary and
10 employee benefits and overhead. The CITY will monthly, in
11 advance, pay the DISTRICT one-twelfth of said estimated fee,
12 which monies shall be held and used by the DISTRICT in the
13 performance of such services. A late payment charge of two
14 percent (2%) per month shall be added to any late payment that is
15 received by the DISTRICT after the last day of the calendar month
16 in which payment is due. However, the penalty herein provided
17 may be waived, whenever the Fire Chief finds late payment
18 excusable by reason of extenuating circumstances. As soon as
19 actual budget information is available, the DISTRICT shall
20 provide to the CITY a statement of the Actual Fee for Rendering
21 Services with the same format as described on Schedule 1. The
22 CITY's first payment after receiving the statement of the actual
23 fee shall reflect any adjustments necessitated by differences
24 between actual and estimated fee. The DISTRICT shall bill the
25 CITY in advance monthly.

26 (E) If the effective date of the Agreement is during
27 the interim of any month, the prorata share for that month and
28 full payment for the following month shall be paid in advance.

1 SECTION IV. EQUIPMENT, FURNISHINGS, APPARTUS

2 (A) CITY agrees to transfer to the DISTRICT its
3 right, title and interest in the following property on the
4 effective date of the annexation.

5 1. Fire Apparatus and Other Vehicles

- 6 Engine 71 - 1979 Crown Pumper
7 VIN F1818
- 8 Engine 72 - 1964 FWD Pumper
9 VIN M14155
- 10 Rescue 72 - 1984 Chevrolet Rescue Squad
11 VIN 1GBJC34W6EV111632
- 12 Car 70 - 1985 Ford L.T.D. Crown Victoria
13 VIN 2FABP4366FX120292

14 2. Fire equipment separated into the DISTRICT
15 property inventory categories, capital outlay
16 and maintenance and operation, as identified
17 on Schedule 2 attached hereto, and made a
18 part hereof and other fire equipment essen-
19 tial to the operation of the above-listed
20 apparatus and other vehicles.

21 3. Fire station equipment, furniture and furnish-
22 ings assigned to the station which are essen-
23 tial to the operation of the station and iden-
24 tified on Schedule 3 attached hereto and
25 made a part hereof.

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- 4. Any existing expendable equipment, tools and furnishings incidental to the operation of the station and apparatus.
- 5. It is the intent of the DISTRICT to receive from the CITY fire equipment, fire station equipment, furniture and furnishings essential to the operation and maintenance of equipment and facilities in the provision of fire protection and paramedic services to the CITY.
- 6. Schedules 2 and 3 will be subject to modification by mutual agreement of the CITY and the DISTRICT Fire Chief between the date of adoption of this Agreement and prior to the actual date of annexation.

SECTION V. FIRE STATIONS

(A) The DISTRICT will staff the existing station, a part of the City Hall Complex, at 340 Palos Verdes Drive West in providing fire protection and paramedic services in the CITY. The existing fire station including diesel fueling facility and five parking spaces for on-duty personnel will be leased for one dollar annually.

(B) In the event the real properties and improvements thereon specified in subsection (A) of this section are no longer utilized by the DISTRICT to provide fire protection and paramedic services to the CITY, the DISTRICT shall forthwith execute all documents necessary to return to the CITY possession of said

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1 properties and improvements. Said real properties shall be
2 returned to the CITY in the same condition as when received,
3 ordinary wear and tear excepted.

4 (C) During occupancy by the DISTRICT of the existing
5 fire station, the DISTRICT shall be responsible for only routine
6 maintenance of that portion of the facility used by the DISTRICT.
7 The CITY shall be responsible for all other maintenance and major
8 repairs.

9 (D) Nothing in this Agreement shall allow the closure
10 or relocation by the DISTRICT of the City fire station unless a
11 fire station is relocated within the CITY and such action would be
12 in concert with service requirements or the District Master Plan.

13 (E) At all times the DISTRICT is using the CITY Fire
14 Station the DISTRICT will be responsible for paying 15% of the
15 utility invoices submitted by the CITY to the DISTRICT for the use
16 of that facility. Utilities and the method for sharing are
17 specified on Schedule 4.

18 (F) If within ten years of the effective date of
19 annexation, should the CITY determine that the location of the CITY
20 fire station, presently a part of the City Hall Complex, is no
21 longer feasible, the cost of a site and a new fire station shall be
22 borne by the CITY. The site location shall be subject to approval
23 by the DISTRICT.

24 Subsequent to ten years from the effective date of this
25 contract, the cost of a new site shall be a cost of the CITY. The
26 site location shall be subject to approval by the DISTRICT. The
27 responsibility for the cost of construction of the facility shall

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1 be negotiated at the time construction is required. The CITY
2 contribution shall not exceed the following percentage figures
3 during the time periods indicated:

4	July, 1996 - June, 2002	60%
5	July, 2002 - June, 2008	40%
6	July, 2008 - June, 2041	20%
7	July, 2041 and thereafter	0%

8 Nothing in this Agreement shall preclude the DISTRICT or the CITY
9 from paying a larger portion of the construction costs if both
10 parties agree. Upon completion, any new fire station shall be
11 deeded to the DISTRICT with a reversionary clause (see Section
12 VII. Withdrawal). Subsequent repairs, modifications, maintenance
13 and utilities costs shall be a cost of the DISTRICT.

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15 SECTION VI. PERSONNEL

16 (A) Subject to the provisions of the State of Califor-
17 nia Health and Safety Code, Section 13882, and the Charter of the
18 County of Los Angeles, Section 56 3/4, DISTRICT agrees to appoint
19 without further Civil Service examination all CITY employees,
20 specified on Schedule 5 attached hereto and made a part hereof,
21 who have successfully completed six months continuous service
22 with the CITY, and who have not reached their 60th birthday. Any
23 employee on probation at the effective date of annexation shall
24 remain on probation until the Los Angeles County's probation
25 requirement for the respective rank is met. Prior to annexation
26 the DISTRICT will require each CITY employee to be medically

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1 qualified by a DISTRICT administered physical examination as a
2 condition of employment. If any CITY employee is on a medical
3 leave of absence on the effective date of annexation, such
4 employee upon termination of his leave, shall be blanketed into
5 the DISTRICT if he passes the required medical examination.

6 (B) CITY employees qualified pursuant to subsection
7 (A) of this section are fully identified on Schedule 5 and are
8 subject to the conditions of this Agreement. CITY employees
9 shall be employed by the DISTRICT in the number and status as
10 follows:

<u>NUMBER</u>	<u>DISTRICT STATUS</u>
3	Captains
3	Fire Fighter Specialists
<u>11</u>	Fire Fighters
17	

16 The CITY shall designate the CITY personnel to be assigned to
17 those positions as indicated on Schedule 5.

18 (C) All CITY employees who are to be assigned fire
19 apparatus operation responsibilities as Fire Fighter Specialists
20 will be tested and trained, if and as may be required by the
21 DISTRICT prior to the effective date of the annexation. Any
22 employee who does not initially qualify in fire apparatus
23 operations will be assigned other duties of a Fire Fighter
24 Specialist until he does qualify.

25 (D) The sworn members of the DISTRICT are required to
26 be certified as an Emergency Medical Technician I-F.S. All sworn
27 personnel transferring to the DISTRICT shall be provided, at the

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1 DISTRICT's expense, necessary training within twelve months of
2 the effective date of the annexation in order to meet this
3 qualification.

4 (E) All sworn members of the DISTRICT are required to
5 satisfactorily complete the Peace Officer Standards and Training
6 Course (POST). All sworn personnel transferring to the DISTRICT
7 that have not completed this course shall be provided the
8 required training at the DISTRICT'S expense.

9 (F) The annexation of the CITY to the DISTRICT will
10 result in the creation of 15 additional DISTRICT uniformed
11 positions in the numbers and rank hereinafter designated:

12 3 Captains

13 3 Fire Fighter Specialists

14 9 Fire Fighters

15 Seventeen (17) uniformed employees will be transferring from the
16 CITY to the DISTRICT, two (2) more than the number of newly
17 created positions.

18 Pursuant to Section 53292 of the California Government Code, so
19 as not to impair the seniority rights of uniformed employees,
20 only those uniformed employees with the highest CITY Fire
21 Department seniority who are assigned as a result of the
22 fifteen (15) newly created uniformed positions will receive
23 seniority rights based on service time with the CITY Fire
24 Department. The effective date of annexation will be the
25 assigned seniority date for the remaining two (2) uniformed
26 employees and they will be placed on the DISTRICTS' seniority

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1 list in order of their relative service time with the CITY Fire
2 Department. As those transferring uniformed employees with
3 full seniority rights leave service, the other two (2) trans-
4 ferring uniformed employees will be assimilated into full
5 seniority status based on their time in service as a uniformed
6 CITY/DISTRICT employee.

7 All continuous time the seventeen (17) employees have spent as
8 uniformed CITY Fire Department employees shall be considered for
9 the purpose of determining those benefits including salary rates
10 which do not impair employment rights of existing DISTRICT
11 uniformed employees. Previous continuous time as a nonuniformed
12 CITY employee will be considered for the purpose of determining
13 sick leave and vacations, but not for salary or eligibility for
14 promotional examinations.

15 Employees shall be eligible for promotional examination within
16 the DISTRICT without regard to the normal six-month period
17 applicable to new employees. All time in rank as a CITY/
18 DISTRICT employee will be considered for purposes of determining
19 eligibility for promotional examination.

20 For purposes of determining eligibility for the longevity bonus
21 for those CITY employees blanketed into the DISTRICT in the Fire
22 Fighter classification, all continuous CITY service time in the
23 Fire Fighter or successive promotional classifications shall be
24 deemed as fulfilling the required aggregate service time for
25 longevity bonus entitlement.

26 (G) City issued uniforms and safety equipment will be
27 supplemented by DISTRICT issued uniforms and/or safety equipment
28 necessary to meet DISTRICT requirements. Subsequent uniform

1 issues will be as provided for in the current Memorandums of
2 Understanding for the respective employee representation units as
3 entered into between the County of Los Angeles and the certified
4 employee organizations, if applicable.

5 (H) CITY will provide DISTRICT with complete
6 personnel records of all personnel to be transferred pursuant to
7 this Agreement, including all claims for disability compensation.
8 Each employee's personnel file will be certified by the
9 individual employee as to completeness.

10 (I) DISTRICT shall not assume any personnel benefits
11 or CITY obligations accrued by CITY employees prior to the
12 effective annexation date, except as expressly provided for in
13 this Agreement.

14 (J) CITY shall pay to the DISTRICT vacation benefit
15 days at the CITY's salary rate in effect at the time of
16 annexation, as outlined in Schedule 6 attached hereto and made a
17 part hereof.

18 (K) CITY shall pay to the DISTRICT sick benefit days,
19 not to exceed whatever is allowed by County ordinance, at the
20 City's salary rate in effect at the time of annexation, as
21 outlined in Schedule 7 attached hereto and made a part hereof.

22 (L) CITY shall provide a waiver for said accumulated
23 benefits by each employee as a condition of employment by the
24 DISTRICT executed in favor of the DISTRICT. It is further under-
25 stood that all employees subject to this Agreement shall become
26 eligible for sick, vacation and holiday time while in DISTRICT
27 service only as provided in the DISTRICT Salary Resolution,
28 County Salary Ordinance or as designated in (J) and (K) above.

1 (M) All uniformed employees subject to this Agreement
2 will become a member of the Los Angeles County Retirement
3 Association Plan B for Safety Members. Contribution rate is
4 based on age at the time entering the prior retirement system.

5 (N) Industrial injury benefits for transferring
6 CITY employees shall be governed by California Labor Code
7 Section 5500.5.

8 (O) Schedules 5, 6 and 7 will be subject to modifica-
9 tion by mutual agreement of the CITY and the DISTRICT Fire Chief
10 between the date of adoption of this Agreement and the date of
11 annexation.

12 (P) CITY shall provide paid medical insurance for
13 their transferring employees for 60 days after the effective date
14 of annexation.

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16 SECTION VII. WITHDRAWAL

17 (A) In the event the CITY withdraws from the DISTRICT,
18 at any time subsequent to five (5) years from said
19 effective date, DISTRICT agrees:

20 1. That the DISTRICT shall return to the CITY
21 such real properties and improvements as
22 specified in Section V, (A) and in the manner
23 detailed in Section V, (B).

24 2. That the DISTRICT shall return to the
25 CITY equipment comparable to two pumpers,
26 one rescue squad, and one sedan.

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1 This equipment shall be in a relative
2 position of value to similar vehicles in the
3 DISTRICT'S vehicle fleet at the time of with-
4 drawal as were said CITY vehicles' position
5 of relative value in the DISTRICT's vehicle
6 fleet at the time of annexation.

- 7 3. That the DISTRICT shall return to the CITY:
- 8 a. major fire equipment of a comparable type,
9 condition and age as of the effective date
10 of annexation which is essential to the
11 operation of the vehicles at the time of
12 withdrawal as referred to in Section IV
13 (A), 2 and as identified on those portions
14 of Schedule 2 which pertain to the ve-
15 hicles specified in paragraph (2) above.
- 16 b. equipment of a comparable type, condition
17 and age as of the effective date of annex-
18 ation which is essential to the operation
19 of the vehicles/stations as referred to in
20 Section IV, (A), 4 and as detailed in
21 Schedule 2 of this Agreement.

- 22 4. That the DISTRICT shall return to the CITY
23 fire station equipment, furniture and
24 furnishings of a comparable type, condition,
25 and age as of the effective date of annex-
26 ation which is essential to the operation of
27 the fire station as referred to in Section
28 IV, (A), 3 and as detailed in Schedule 3.

1 SECTION VIII. ENVIRONMENTAL QUALITY CONTROL

2 DISTRICT shall, exclusively, be responsible for the
3 taking of all steps required in order to comply with the pro-
4 visions of the Environmental Quality Control Act of 1970,
5 insofar as the same may apply to the annexation proceedings
6 required in annexing the CITY to DISTRICT. DISTRICT agrees to
7 hold CITY free and harmless from any and all claims, demands or
8 judgments arising out of DISTRICT'S failure, for whatever reason,
9 to comply with the provisions of said Act.

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1 IN WITNESS WHEREOF, the CITY by resolution adopted
2 by its City Council has caused this Agreement to be
3 executed by its Mayor and attested by its Clerk;
4 pursuant to a motion duly made, seconded and passed
5 by a majority vote of the Board of Supervisors, as
6 governing body of the DISTRICT, the Chairman was
7 directed to execute this Agreement and be attested
8 by its Clerk all on the day and year first written
9 above.

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CITY OF PALOS VERDES ESTATES

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Paul Gralow
Mayor

Peter F. Schabarum
Peter F. Schabarum, Chairman
Board of Supervisors

ATTEST:

ATTEST:

LARRY J. MONTEILH, Executive Officer-
Clerk of the Board of Supervisors

Debra C. Casner
City Clerk

Leticia de la Torre
Deputy

(SEAL)

(SEAL)



APPROVED AS TO FORM:
Mark C. Albers City Attorney

APPROVED AS TO FORM:
DE WITT W. CLINTON, County Counsel

Deputy

Eric R. Young
Deputy

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ADOPTED
BOARD OF SUPERVISORS
CITY OF LOS ANGELES

20 MAY 20 1986

Larry J. Monteilh
LARRY J. MONTEILH
EXECUTIVE OFFICER

SCHEDULE 1
ESTIMATED 1986-87 ANNUAL FEE
CITY OF PALOS VERDES ESTATES

The estimated FY 1986-87 annual fee for the City of Palos Verdes Estates will be as follows. An actual annual fee will be submitted to the City when all final figures are available.

<u>STATION LOCATION</u>	<u>EQUIPMENT</u>	<u>STAFFING</u>	<u>1986 COMPUTATION OF ESTIMATED CITY ANNUAL FEE</u>
Station () 340 Palos Verdes Drive West	Engine	3.0	\$ 593,841
	Paramedic Rescue Squad	<u>2.0</u>	<u>352,536</u>
	TOTAL	5.0	946,377
Subtotal - Salary and Employee Benefits			
Fire Prevention F.F.S. Inspector		0.3	<u>17,417</u>
Total - Salary and Employee Benefits			963,794
*Overhead Charges 20.26% of Total			<u>244,877</u>
Estimated Cost of District Services FY 1986-87			\$1,208,671

* The overhead percentage is updated in August or September of each year. The percentage used in this calculation is the 1985-86 figure.

Detailed schedules for salary and employee benefits will be available later in the fiscal year.

This estimated fee does not include the impact of the Fair Labor Standards Act (FLSA).

** The attached sheets, Schedule 1, pages 2 and 3, which are the uniform position costs, were prior estimates and do not correspond to the \$1,208,671 Total Estimated Cost. A final estimate will be made prior to the City of Palos Verdes Estates being annexed to the District.



SCHEDULE 1
 LOS ANGELES COUNTY FIRE DEPARTMENT
 UNIFORM POSITION COST
 1985-86

<u>56-Hour</u>	<u>Fire Captain</u>	<u>F.F. Specialist</u>	<u>Fire Fighter</u>
Salaries & Wages			
EMT Bonus			
TOTAL SALARIES & WAGES	\$48,901	\$41,437	\$37,988*
Retirement @ 30.48%	14,905	12,630	10,628
Vacation & Holiday	6,113	4,832	3,474
Sick & Injury	2,829	1,808	1,102
Termination	537	279	174
Insurance:			
Health	2,352	2,352	2,352
Dental	273	273	273
Life	5.5	5.5	5.5
Retiree Health	372.6	372.6	372.6
Long-Term Disability	.05	.05	.05
Unemployment	2.14	2.14	2.14
Workers' Compensation	<u>767</u>	<u>767</u>	<u>767</u>
Sub-Total	\$77,057	\$64,758	\$57,138
Less: Salary Saving 3.78%	<u>(2,770)</u>	<u>(2,305)</u>	<u>(1,899)</u>
TOTAL COST	\$74,287	\$62,453	\$55,239

This detail of salary and employee benefits is an estimate based on an annual average. Included in this estimate are proposed salary increases but the impact of FLSA has not yet been included.

* Includes a paramedic bonus of \$3,120 for each paramedic position.

SCHEDULE 1
 LOS ANGELES COUNTY FIRE DEPARTMENT
 UNIFORM POSITION COST
 1985-86

<u>40-Hour</u>	<u>Fire Captain</u>	<u>F.F. Specialist</u>	<u>Fire Fighter</u>
Salaries & Wages EMT Bonus			
TOTAL SALARIES & WAGES	\$48,901	\$41,437	\$34,868
Retirement @ 30.48%	14,905	12,630	10,628
Termination	537	279	174
Insurance: Workers' Compensation	3,772 <u>767</u>	3,772 <u>767</u>	3,772 <u>767</u>
Sub-Total	\$68,882	\$58,885	\$50,209
Less: Salary Saving 3.78%	<u>(2,412)</u>	<u>(2,044)</u>	<u>(1,720)</u>
TOTAL COST	\$66,470	\$56,841	\$48,489

This detail of salary and employee benefits is an estimate based on an annual average. Included in this estimate are proposed salary increases but the impact of FLSA has not yet been included.

SCHEDULE 1

OVERHEAD DETAIL

YEAR	(1) ACTUAL S & S	(2) ACTUAL OTHER CHGS	(3) ACTUAL FIXED ASSETS	(4) ACTUAL NET APPROP.	(5) BUDGETED VARIOUS POSITIONS	(6) BUDGETED AREA FIRE PREVENT.	OVERHEAD % EXCLUD. AREA FIRE PREV.
1980-81	13,088,957	97,943	726,183	73,066,355	incl in S & S	1,108,310	17.52
1981-82	11,208,218	70,374	1,556,034	82,422,676	4,597,130	1,242,852	19.64
1982-83	11,578,211	240,544	570,021	88,588,965	5,087,692	1,573,373	17.95
1983-84	15,464,867	190,399	2,536,262	97,785,235	5,326,596	1,531,297	22.48
1984-85	16,757,892	133,935	4,876,165	108,770,045	5,632,636	1,592,406	23.73
84-85 Five-Year Average (to be used in final 1985-86 calculations)							20.26

Each year's overhead percentage, excluding area fire prevention, is calculated by subtracting from the sums of columns 1, 2, 3, and 5, column 6 and by dividing the results by column 4.

The five-year average overhead is to be updated when the next year's actuals become available.

In subsequent years, the oldest overhead percentage will be dropped, the new year's percentage will be added, and a new average will be calculated.