RESOLUTION NO.


WHEREAS, the City of Vernon (“City”) is a municipal corporation and a chartered city of the State of California organized and existing under its Charter and the Constitution of the State of California; and

WHEREAS, effective January 22, 2018, the City entered into a services agreement with the Matrix Consulting Group (“Matrix”) for the purpose of conducting a Vernon Fire Department Standards of Cover assessment; and

WHEREAS, the Matrix study was comprehensive and accounted for all key factors, including the industrial composition of the City, the Class 1 Fire Department rating, minimum staffing levels, call volume, effective response, city size, and the existing number of fire stations and equipment; and

WHEREAS, in addition to the Matrix study, the City analyzed a variety of options for cost-effective provision of fire service, and right-sizing the City’s fire service model continued to be the ultimate goal; and

WHEREAS, on September 19, 2018, the City Council authorized the City Administrator to enter into negotiations with Los Angeles County for the provision of fire protection and related services to the City; and

WHEREAS, by memorandum dated August 6, 2019, the City
Administrator has recommended the approval of an agreement with the Consolidated Fire Protection District of Los Angeles County ("LA County"), setting forth the terms and conditions under which the LA County will provide fire protection, paramedic and incidental services in the City; and

WHEREAS, the City Council of the City of Vernon desires to approve the Agreement with the LA County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VERNON AS FOLLOWS:

SECTION 1: The City Council of the City of Vernon hereby finds and determines that the above recitals are true and correct.

SECTION 2: The City Council of the City of Vernon finds that this action is exempt from California Environmental Quality Act ("CEQA") review, because it is an administrative action that will not result in direct or indirect physical changes in the environment and, therefore, does not constitute a "project" as defined by CEQA Guidelines section 15378.

SECTION 3: The City Council of the City of Vernon hereby approves the Agreement with the Consolidated Fire Protection District of Los Angeles County, in substantially the same form as the copy attached hereto as Exhibit A.

SECTION 4: The City Council of the City of Vernon hereby authorizes the Mayor or Mayor Pro-Tem to execute said Agreement for, and on behalf of, the City of Vernon and the Interim City Clerk is hereby authorized to attest thereto.

SECTION 5: The City Council of the City of Vernon hereby instructs the City Administrator, or his designee, to take whatever actions are deemed necessary or desirable for the purpose of
implementing and carrying out the purposes of this Resolution and the transactions herein approved or authorized, including but not limited to, any non-substantive changes to the Agreement attached herein.

SECTION 6: The City Council of the City of Vernon hereby directs the Interim City Clerk, or the Interim City Clerk’s designee, to send a fully executed Agreement to the LA County.

SECTION 7: The Interim City Clerk of the City of Vernon shall certify to the passage, approval and adoption of this resolution, and the Interim City Clerk, of the City of Vernon shall cause this resolution and the Interim City Clerk’s certification to be entered in the File of Resolutions of the Council of this City.

APPROVED AND ADOPTED this 6th day of August, 2019.

______________________________
Name: ________________________

Title: Mayor / Mayor Pro-Tem

ATTEST:

Deborah Harrington,
Interim City Clerk

APPROVED AS TO FORM:

______________________________
Zaynah Moussa,
Senior Deputy City Attorney
I, Deborah Harrington, Interim City Clerk of the City of Vernon, do hereby certify that the foregoing Resolution, being Resolution No. _______, was duly passed, approved and adopted by the City Council of the City of Vernon at a regular meeting of the City Council duly held on Tuesday, August 6, 2019, and thereafter was duly signed by the Mayor or Mayor Pro-Tem of the City of Vernon.

Executed this ___ day of August, 2019, at Vernon, California.

Deborah Harrington,  
Interim City Clerk

(SEAL)
AGREEMENT FOR SERVICES BY AND BETWEEN THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
AND THE CITY OF VERNON

THIS AGREEMENT is made and entered into this ____ day of ____________, ____, by
and between the Consolidated Fire Protection District of Los Angeles County, hereinafter
referred to as the "FIRE DISTRICT," and the City of Vernon, hereinafter referred to as the
"CITY."

WITNESSETH

WHEREAS, the CITY has decided to contract with 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; and
WHEREAS, it is the desire of the parties hereto to address, by this Agreement, all
matters which are related to a contract for services to be provided to the CITY by the FIRE
DISTRICT.

SECTION I. AGREEMENT EFFECTIVE DATE AND TERM

(A) The effective date of this Agreement shall be the date of approval by the Board of
Supervisors of the County of Los Angeles as the governing body of the FIRE DISTRICT, which
is ___________________________, and this Agreement shall continue in effect until such time
as this Agreement is terminated or otherwise renegotiated.

(B) The provision of services by the FIRE DISTRICT to the CITY shall commence on
the date stated in Schedule 1 established by the FIRE CHIEF of the FIRE DISTRICT,
hereinafter referred to as "commencement date of services".

(C) The date of annexation of the CITY to the FIRE DISTRICT shall be the date of
recordation of annexation documents which shall be on or near the commencement date of
services.
(D) This Agreement shall remain in effect for a minimum of ten (10) years from the commencement date of services ("Initial Ten-Year Term"). Subsequent to this Initial Ten-Year Term, this Agreement shall be automatically renewed for one year periods. Either party may terminate this Agreement any time after the expiration of the Initial Ten-Year Term upon one year’s written notice as provided in Subsection (E) of this Section I, subject to the terms and conditions of this Agreement.

(E) Subsequent to the ninth (9) year of the Initial Ten-Year Term, the FIRE DISTRICT or the CITY may terminate this Agreement by giving at least one year’s written notice to the other for termination of this Agreement and the CITY’s detachment from the FIRE DISTRICT in accordance with this Section I. Notice shall be sent to the addresses listed in Section III, Subsection (I), herein, or as subsequently changed by either party in writing.

(F) Should either party give written notice of its intent to terminate this Agreement, that party shall initiate detachment proceedings through the Local Agency Formation Commission (LAFCO). The party who terminates this Agreement, including any subsequent amendments, shall bear the cost of all fees associated with detachment of the CITY from the FIRE DISTRICT, unless CITY becomes delinquent or defaults in its Annual Fee payment to the FIRE DISTRICT for FIRE DISTRICT services pursuant to Section III, Subsection (O), in which instance CITY shall bear the costs. Such fees shall be defined as LAFCO fees, the State Board of Equalization fees, and any similar fees of this nature but shall not include any Board of Supervisors’ or any CITY administrative fees or attorneys’ fees.

(G) A review of the Agreement terms may be initiated at any time by either party, upon five (5) days written notice to the other. Any modifications made to this Agreement shall be upon written consent of both parties. The parties agree to negotiate in good faith and deal fairly with respect to performance under this Agreement and with respect to any proposed modifications to this Agreement.

SECTION II. SERVICES

(A) Services to be provided by the FIRE DISTRICT to the CITY shall include fire protection, hazardous materials services, emergency medical services which include
paramedic services, fire code and related code enforcement, fire cause and arson
investigation, plus all FIRE DISTRICT support services including, but not limited to,
supervision, dispatching, training, equipment maintenance, supplies, and procurement,
collectively referred to as "Services." The CITY will not be charged for on-duty personnel
reassigned from fire stations outside of the CITY to staff events in the CITY. The FIRE
DISTRICT’s cost for Fire Safety Officers (FSOs) or augmented staffing assigned to special
events held in the CITY will be charged to the CITY for CITY-sponsored events or to non-CITY
entities, whichever is the appropriate organization, as the cost for such augmented services is
not included in the CITY’s Annual Fee.

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

  (C) The engine companies assigned to the CITY Fire Stations as listed on Schedule 3
attached hereto shall carry automatic external defibrillators, and all firefighting personnel shall
be certified as Emergency Medical Technician-1. The minimum daily staffing level in the CITY
as indicated on Schedule 3 herein is as follows: one engine company staffed with three
personnel (one fire captain, one fire fighter specialist and one fire fighter); one engine company
and one truck company each staffed with four personnel, (one fire captain, one fire fighter
specialist and two fire fighters); and one paramedic squad staffed with two fire fighter
paramedics, for a total operations staffing of thirteen uniformed personnel on duty daily in the
CITY. This staffing level may be modified by mutual agreement of the CITY COUNCIL and
FIRE CHIEF of the FIRE DISTRICT pursuant to Section XI.

  (D) All code enforcement, plan check approval, and other fire prevention activities shall
be in accordance with the County of Los Angeles Fire Code and FIRE DISTRICT ordinances,
regulations, standards, policies and procedures, except as may be amended pursuant to
Section X herein.

  (E) Transportation of a patient to a hospital in a medical emergency is not provided by
the FIRE DISTRICT. Emergency medical transportation is provided under a County of
Los Angeles contractual arrangement with a private ambulance company licensed to operate
within Los Angeles County. If the CITY opts to continue to provide medical transportation in
the CITY during the term of this Agreement, the CITY and FIRE DISTRICT will enter into a
Memorandum of Understanding which will outline the CITY’s responsibilities in the
administration of its ambulance program, including the location of the housing of ambulance
program’s personnel and equipment.

(F) The FIRE DISTRICT will participate in and support community emergency
preparedness, education, training, and exercises at the reasonable request of and at no
additional cost to the CITY. The CITY shall retain responsibility for the CITY’s internal
emergency management and related programs.

(G) Without cost to the FIRE DISTRICT, the CITY shall, within the legal boundaries of
the CITY, retain responsibility for providing a water system including fire hydrants capable of
supplying adequate water fire flow to the FIRE DISTRICT. The CITY shall ensure that the
CITY’s water purveyors provide adequate water and hydrants for fire protection purposes
within the CITY without cost to the FIRE DISTRICT.

(H) The FIRE DISTRICT shall annually inspect all fire hydrants within the CITY to
ensure that fire hydrants are mechanically operable and capable of delivering water. 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 times the FIRE DISTRICT
becomes aware of maintenance or repair requirements. The FIRE DISTRICT shall not be
liable to pay any CITY water purveyor for hydrant installation, use, repair, maintenance, or
rental fees or any other related costs or expenses except if damage results from the FIRE
DISTRICT’S negligent use of said fire hydrants.

(I) The transference of applicable 9-1-1 calls to the FIRE DISTRICT shall be done
immediately upon receipt by the CITY’s Public Safety Answering Point (PSAP) and shall be
performed without cost to the FIRE DISTRICT. The CITY shall be responsible for all costs
associated with connecting ring-down circuits from its PSAP to the FIRE DISTRICT’s circuit.
(J) The FIRE DISTRICT shall provide to the CITY quarterly and annual statistical response information reports. The criteria utilized in the preparation of such reports shall be determined by the CITY ADMINISTRATOR and the FIRE DISTRICT's jurisdictional Assistant Fire Chief.

(K) Nothing in this Agreement shall preclude the future expansion or relocation of the CITY'S Fire Stations referenced on Schedule 3 herein if such action is mutually agreed upon in writing by both the CITY and the FIRE DISTRICT's Fire Chief.

(L) Any agreed-upon adjustments in staffing pursuant to Section XI, Subsection (B) herein may cause adjustments in the determination of the Annual Fee, as specified in Schedule 2 attached hereto and made a part hereof.

SECTION III. ANNUAL FEE FOR SERVICES

(A) The CITY shall pay an Annual Fee for FIRE DISTRICT Services, hereinafter referred to as "Annual Fee." As provided for in the California Health and Safety Code Section 13878, the FIRE DISTRICT shall be paid monthly, in advance, from funds of the CITY for the performance of the services referred to in Section II, hereof. The Annual Fee shall be determined by the method specified in Schedule 2, attached hereto and made a part hereof. The CITY shall pay the FIRE DISTRICT one-twelfth (1/12) of the estimated or actual Annual Fee monthly, in advance, on or before the first day of each month. The one-year period for payment of the Annual Fee is defined as July 1 through June 30, herein referred to as "Fiscal Year."

(B) At least ninety (90) days prior to the commencement of each Fiscal Year, the FIRE DISTRICT shall submit a preliminary estimate of the Annual Fee ("Preliminary Annual Fee") for providing Services to the CITY for the ensuing fiscal year. The Preliminary Annual Fee shall include estimated costs of FIRE DISTRICT salary and employee benefits and overhead, and shall be used for billing purposes until actual cost information is available.

(C) As soon as actual cost information is available, the FIRE DISTRICT shall provide the CITY a statement of the actual Annual Fee for providing Services during the current fiscal year. If the Annual Fee is less than the Preliminary Annual Fee, the FIRE DISTRICT shall
credit the CITY for the difference, which amount shall be deducted from the first monthly invoice and, if applicable, the following monthly invoices subsequent to the statement of the Annual Fee. If the Annual Fee is greater than the Preliminary Annual Fee, the additional amount due the FIRE DISTRICT will be paid by the CITY during the subsequent fiscal year as follows: One-twelfth (1/12) of such additional Annual Fee amount due to the FIRE DISTRICT shall be added and paid in each of the CITY's subsequent twelve (12) monthly payments.

(D) A limitation shall be placed on increases in the amount of Annual Fee to be paid by the CITY each year, hereinafter referred to as "Annual Fee Limitation." For purposes of calculation of the Annual Fee Limitation, the Annual Fee shall not include any conversion costs, credits, or rebates of any kind. The Annual Fee Limitation shall be subject to annual changes after the initial five-year period of this Agreement commencing with the commencement date of services ("Initial Five-Year Period") as described below. During the Initial Five-Year Period, the Annual Fee Limitation shall not exceed four percent (4%) per Fiscal Year. At the conclusion of the Initial Five-Year Period, the FIRE DISTRICT will meet with the CITY to discuss cost trends and increases that will impact the CITY's Annual Fee. During the sixth year of this Agreement, the Annual Fee Limitation shall be the average of the immediately preceding four years' percentage increases in the Annual Fee plus one percent (1%). During the seventh year of this Agreement and each subsequent Fiscal Year, the Annual Fee Limitation shall be the average of the immediately preceding five years' percentage increases in the Annual Fee plus one percent (1%).

(E) In any year where the CITY's Annual Fee, as specified in Section III, Subsection (C) hereinabove, exceeds the preceding Fiscal Year's Annual Fee plus the applicable Annual Fee Limitation, hereinafter referred to as "Annual Fee Limitation Excess," payment of the Annual Fee Limitation Excess shall be deferred to a subsequent future Fiscal Year(s) where the increase in the Annual Fee for that Fiscal Year over the preceding Fiscal Year is less than the Annual Fee Limitation. The Annual Fee Limitation Excess will be paid by the CITY in any subsequent Fiscal Year(s) to the extent the Annual Fee increase in that Fiscal Year is less than the Annual Fee Limitation for that Fiscal Year. One-twelfth (1/12) of such Annual Fee
Limitation Excess shall be added and paid in each of the CITY’s twelve (12) monthly payments for the subsequent Fiscal Year(s).

In the event the CITY detaches from the FIRE DISTRICT, any unpaid Annual Fee Limitation Excess together with any outstanding Annual Fee payments due by the CITY as of the effective date of detachment shall be due and payable to the FIRE DISTRICT no later than the effective date of detachment. Should a credit be due the CITY from the FIRE DISTRICT, a refund shall be paid to the CITY no later than the effective date of detachment.

(F) In addition to the Annual Fee, conversion costs as specified in Schedule 4 attached hereto and made a part hereof shall be charged to the CITY and shall be paid to the FIRE DISTRICT by the CITY in thirty-six (36) equal monthly payments. This amount shall be added to each monthly invoice for the Annual Fee commencing with the first month’s Annual Fee invoice. Upon the final determination of the actual conversion costs as approved by the CITY ADMINISTRATOR and the FIRE CHIEF of the FIRE DISTRICT, the CITY’s conversion cost balance will be adjusted as will all subsequent monthly invoices for the Annual Fee to reflect the actual conversion costs.

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

- State of California Board of Equalization $300.00
- County of Los Angeles Local Agency Formation Commission $8,500.00

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

1. Have available funds previously appropriated to cover the Annual Fee; and
2. Have paid in advance, when due to the FIRE DISTRICT, the monthly payments or the Annual Fee from the previously appropriated funds.

(I) The FIRE DISTRICT shall invoice the CITY at least thirty (30) days in advance of any scheduled monthly payment. Payment of all invoices under this Agreement shall be due and
payable thirty (30) days from the date of invoice (hereinafter referred to as “due date”).

Invoices and general notices shall be sent to the CITY at:

City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058
Attention: Carlos Fandino, City Administrator

Payments shall be sent to the FIRE DISTRICT at:

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

General notices shall be sent to the FIRE DISTRICT at:

Fire Chief Daryl L. Osby
Los Angeles County Fire Department
1320 North Eastern Avenue
Los Angeles, CA 90063-3294

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

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

\[
\text{Divide the Annual Fee by 365 days (daily rate) and multiply}
\]
\[
\text{the daily rate by the number of days remaining in the month}
\]
\[
\text{as of the commencement date of services.}
\]

(K) Interest shall be added to any payment invoiced by the FIRE DISTRICT and that is received by the FIRE DISTRICT more than fifteen (15) calendar days after the due date (late payment). The interest rate on any late payment shall be established as the prevailing prime lending rate for Bank of America, or any successor financial institution, as of the first day payment is late. The period for computing this interest shall commence the day following the payment due date and end the date of receipt of payment by the FIRE DISTRICT.

The interest payment shall be computed as follows:

\[
\text{No. of Days Late} \times \text{Prime Lending Rate} \times \text{Amount of Payment} = \text{Late Payment Interest Charge}
\]

\[
\frac{\text{No. of Days Late}}{365 \text{ Days}} \times \text{Prime Lending Rate} \times \text{Amount of Payment} = \text{Late Payment Interest Charge}
\]
(L) The Annual Fee in this Agreement is based upon current CITY boundaries and service requirements. During the term of this Agreement, should the CITY annex any area from which the FIRE DISTRICT does not receive property taxes (such as from a non-FIRE DISTRICT-served city), staffing levels shall be adjusted to adequately serve the annexed area and the CITY’s Annual Fee shall be adjusted accordingly as determined by the FIRE DISTRICT and reviewed by the CITY.

(M) All revenues generated from fees established or implemented by the FIRE DISTRICT, such as fire prevention fees, shall be FIRE DISTRICT revenues with the exception of any applicable paramedic on-board/advanced life support (ALS) fees which will be passed through to the CITY by the FIRE DISTRICT via credits on the CITY’s monthly invoices. Any revenue generated by fees that the CITY charges as the administering agency for the CITY’s Hazardous Materials Release Response Plan and Inventory program and through a CITY-operated emergency medical transportation program in arrangement with a private ambulance firm would remain CITY revenues. Fees of any nature collected by CITY on behalf of the FIRE DISTRICT shall be passed-through to the FIRE DISTRICT by the CITY as FIRE DISTRICT revenues. The CITY shall be authorized to retain a five percent (5%) administrative charge for any fees collected by the CITY on behalf of the FIRE DISTRICT. Any fees charged and collected by the CITY subsequent to the commencement date of services shall remain as revenues of the CITY provided that such fees are not identified as fees for FIRE DISTRICT services. The FIRE DISTRICT shall be authorized to retain a five percent (5%) administrative charge for any fees collected by the FIRE DISTRICT on behalf of the CITY. Excluding any State, Federal, or judicially mandated programs or fees, any fees established by the FIRE DISTRICT to be imposed in the CITY after the commencement date of services shall require the prior approval of the City Council. Neither the FIRE DISTRICT nor the CITY shall be legally obligated to collect fees on behalf of the other party.

In the event that an incident occurs within the CITY while this Agreement is in effect during which the FIRE DISTRICT may be required to deploy a substantial number of FIRE DISTRICT apparatus and personnel to such incident as determined by the FIRE DISTRICT, to
the extent authorized by law, the FIRE DISTRICT reserves the right to pursue cost recovery within its sole discretion against the party that caused the incident but not against the CITY. Costs recovered by the FIRE DISTRICT for CITY-paid resources (as detailed in Schedule 2 herein) deployed on such an incident within the CITY, less the cost of the FIRE DISTRICT’s recovery efforts, shall be credited to the CITY.

In the event the CITY were to pursue cost recovery for FIRE DISTRICT resources deployed to an incident within the CITY to which the FIRE DISTRICT deploys a substantial number of apparatus and personnel, to the extent authorized by law, the CITY shall promptly pay to the FIRE DISTRICT all such FIRE DISTRICT costs recovered by the CITY less the cost of the CITY’s recovery efforts. Costs for FIRE DISTRICT resources paid for by the CITY through this Agreement as detailed on Schedule 2 herein and deployed to such an incident shall not be recoverable by the FIRE DISTRICT from the CITY. Neither the FIRE DISTRICT nor the CITY shall be legally obligated to seek cost recovery on behalf of the other party.

(N) In the event that a billing/payment dispute arises between the FIRE DISTRICT and the CITY, the parties will negotiate in good faith to resolve the dispute and the following procedures will be taken to resolve the dispute:

(1) The dispute will be specified, in writing, and presented to the FIRE DISTRICT’s Chief Deputy of Business Operations if a CITY dispute, or to the CITY ADMINISTRATOR if a FIRE DISTRICT dispute, within thirty (30) days of the receipt of a disputed invoice or disputed payment. The CITY shall pay in full any disputed invoice "under protest."

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

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

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

(5) Each party is required to pay its own legal fees associated with such arbitration and is not entitled to recovery of those fees from the other party.

(O) CITY understands and agrees that in the event the CITY becomes delinquent or defaults in its Annual Fee payment to the FIRE DISTRICT for FIRE DISTRICT service, the County Auditor-Controller is authorized, at the direction of FIRE DISTRICT, to withhold CITY’s unencumbered annual property tax revenue in an amount equal to the outstanding payment for FIRE DISTRICT Service and credit the withheld amounts to the FIRE DISTRICT’s revenue account. FIRE DISTRICT shall comply with the procedures in County Fiscal Manual section 10.2.12, "Procedures for Collection of Accounts Receivable for Services Performed for Cities and Special Districts" for collecting CITY’s delinquent or defaulted Annual Fee payments. Such withholding by the Auditor-Controller shall continue until such time as CITY resumes payment to the FIRE DISTRICT directly and all delinquent or defaulted Annual Fee payments have been recovered.

(P) The FIRE DISTRICT shall credit to the CITY’s Annual Fee billing the cost expended...
by the CITY to fulfill the requirements of Section VII, Subsection (C), paragraph (12), Health Insurance, herein, in the invoice subsequent to the FIRE DISTRICT’s receipt of cost documentation. The CITY shall present documentation satisfactory to the FIRE DISTRICT of the amount expended prior to credit being made.

(Q) Vacation, sick, and any holiday benefit days, as provided for in Section VII, Subsection (C), paragraphs (6) and (7) herein and as detailed on Schedules 8, 9, 10, 12, 13, and 14 attached hereto and made a part hereof, shall be charged to the CITY and shall be paid in thirty-six (36) equal monthly payments which shall be a separate and distinct charge added to the monthly invoice for the Annual Fee commencing with the first month’s Annual Fee invoice or as soon as practicable after the finalization of these Schedules. Such charges will be excluded from the Annual Fee Limitation calculation.

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

(A) On the commencement date of services, the CITY shall transfer to the FIRE DISTRICT all fire apparatus, vehicles, fire equipment, and fire station furnishings, furniture, equipment and expendable tools incidental to fire station operations, as inventoried and identified by the FIRE DISTRICT in writing, and listed in Schedules 5 and 6 attached hereto. Items not listed in Schedules 5 and 6, shall not be transferred to the FIRE DISTRICT and will remain with the CITY.

(B) All right, title, and interest in said CITY apparatus and vehicles shall be conveyed to FIRE DISTRICT free and clear of any encumbrances. The CITY shall be responsible for any and all outstanding loans or liens against said apparatus and vehicles existing as of the date of conveyance. All right, title and interest of any apparatus for which the CITY is currently leasing shall be conveyed to the District FIRE DISTRICT free and clear of any encumbrances upon the termination of the lease(s). If the CITY does not avail itself of the ability to purchase, and thus does not retain ownership of, the vehicle(s) at the termination of the lease(s), the CITY shall be responsible for the cost of new replacement apparatus to be placed in service in the CITY. The replacement cost of the apparatus shall be added to the CITY’s Annual Fee invoices to be
paid in twelve (12) equal monthly installments.

(C) All fire apparatus, vehicles, and related apparatus/vehicular equipment transferred to the FIRE DISTRICT by the CITY shall be in good working order. The CITY shall pay for any fire apparatus and vehicle repairs necessary due to deferred or deficient maintenance. Prior to the commencement date of services, the FIRE DISTRICT shall inspect all such fire apparatus and vehicles and identify any repairs required due to deferred or deficient maintenance. The FIRE DISTRICT shall add the cost for such repairs to the conversion costs and modify Schedule 4 accordingly.

SECTION V. FIRE STATIONS

(A) Upon the commencement date of services, CITY Fire Stations identified on Schedule 3 attached hereto and made a part hereof shall be used and occupied by the FIRE DISTRICT. In the event that during the term of this Agreement the CITY and FIRE DISTRICT mutually agree to staff a new fire station facility, the staffing levels in Schedule 2 of this Agreement will be updated as necessary and Schedule 3 will be updated accordingly. All terms and conditions contained in this Agreement applicable to the lease and maintenance of CITY fire stations shall apply to the new fire station.

(B) This Agreement constitutes a lease whereby the CITY shall lease to the FIRE DISTRICT the CITY Fire Stations as identified on Schedule 3 herein for one dollar ($1) annually per station. Fire Stations 76 and 77 shall be used for the purpose of providing fire protection and emergency medical and related services as described herein. The FIRE DISTRICT may utilize CITY Fire Station 78 to house FIRE DISTRICT administrative staff and reserve fire apparatus. All costs incurred by the FIRE DISTRICT for any modifications and/or repairs to Fire Station 78 necessary for the purpose of accommodating the above uses shall be at the FIRE DISTRICT’s expense. The lease of Fire Station 78 may be terminated at the FIRE DISTRICT’s sole discretion with thirty (30) days written notice.

(C) The CITY represents and warrants that it has performed all environmental cleanup of hazardous materials at all CITY Fire Station sites identified on Schedule 3 as required by all applicable Federal, State, and local laws as detailed in Section VIII, Subsection (C) herein.
The CITY represents and warrants that the CITY has, as federally mandated, at its own expense, properly removed and replaced, if applicable, all underground fuel tanks and all other environmental hazards from all CITY Fire Station sites identified on Schedule 3 in accordance with all applicable Federal, State, and local requirements and standards. The FIRE DISTRICT assumes no responsibility for any and all contamination or environmental damage, including personal injury or property damage, or liability of any nature whatsoever arising from said fuel tanks or their removal. The CITY shall indemnify, defend, and hold harmless the FIRE DISTRICT from any claims, liabilities, damages, costs, or expenses of any nature whatsoever related to any fuel tanks, and related ancillary equipment, located at the CITY Fire Station sites prior to the commencement date of services under this Agreement.

(D) The CITY shall indemnify, defend, and hold harmless the FIRE DISTRICT for any liability, cost, expense, claims, or damages arising from any contamination or environmental damage, including personal injury or property damage of any kind whatsoever at or adjacent to the CITY Fire Station sites in any way related to asbestos, if any, at any of the CITY Fire Station sites, or in any way related to hazardous materials or dangerous conditions caused or created or contributed to by the CITY prior to the commencement date of services at any of the CITY Fire Station sites.

(E) The FIRE DISTRICT shall be responsible for utility payments related solely to the FIRE DISTRICT’s use of the CITY Fire Stations. In the event any of the CITY Fire Stations’ utility connections are shared jointly by others, an equitable formula to determine sharing of utility costs shall be set forth in a Memorandum of Understanding, included herein as Schedule 15, attached hereto and made a part hereof entered into by the CITY and the FIRE DISTRICT and executed by the CITY ADMINISTRATOR and FIRE CHIEF of the FIRE DISTRICT, respectively, prior to the commencement date of services or as soon as practicable thereafter.

(F) The FIRE DISTRICT shall inspect the CITY Fire Stations prior to acceptance and occupancy. After the FIRE DISTRICT’s acceptance of the CITY Fire Stations, the FIRE DISTRICT shall be responsible for minor and routine station repairs as described in this Section.
(1) The FIRE DISTRICT shall perform all routine, day-to-day maintenance, and
minor repairs (collectively referred to as “routine repairs”) on the CITY Fire Stations leased
from the CITY identified on Schedule 3. The FIRE DISTRICT shall be responsible for routine
repairs not to exceed $60,000 for each of the CITY Fire Stations during the first year after the
commencement date of services of this Agreement (the FIRE DISTRICT’s maximum share);
for the second through fifth years of this Agreement after the commencement date of services,
the FIRE DISTRICT’s maximum share for routine repairs for each of the CITY Fire Stations
shall be as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Maximum Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 2</td>
<td>$65,000</td>
</tr>
<tr>
<td>Year 3</td>
<td>$70,000</td>
</tr>
<tr>
<td>Year 4</td>
<td>$75,000</td>
</tr>
<tr>
<td>Year 5</td>
<td>$80,000</td>
</tr>
</tbody>
</table>

(2) The FIRE DISTRICT shall notify the CITY in writing if the total cost for routine
repairs for CITY Fire Stations in any one year is anticipated to exceed the FIRE DISTRICT’s
maximum share for that year in accordance with Subsection (F) herein. If the FIRE DISTRICT
expends less than the FIRE DISTRICT’s maximum share on the CITY Fire Stations in any
year, any amount less than the FIRE DISTRICT’s maximum share for the CITY Fire Stations
shall not be carried forward from year to year. Routine repairs and minor remodeling shall
include but not be limited to the following: repair or replacement of apparatus room doors;
floor replacement; ceiling replacement; incidental plumbing and electrical repairs; heating and
air conditioning repairs; exhaust fan replacement; and minor remodeling such as shower
refurbishment, installation of stainless steel countertops, and additional cabinets for offices
and/or lockers that do not exceed $100,000 per project. All routine repairs or portions thereof
in excess of the FIRE DISTRICT’s maximum annual share for CITY Fire Stations shall be the
responsibility of the CITY. The FIRE DISTRICT may elect to replace or upgrade appliances or
furnishings at any of the CITY Fire Stations at its own expense. The CITY shall not be
responsible for any such upgrades or replacements, and such upgrades and replacements
shall not reduce the FIRE DISTRICT’s maximum share provided above, unless the items being
replaced are no longer functioning or repairable at a reasonable cost as determined by the
FIRE DISTRICT, in which event such costs incurred by the FIRE DISTRICT shall reduce the
FIRE DISTRICT’s maximum share. Any proposed modifications to the exterior of any of the
CITY’s fire stations shall require advance written approval of the CITY ADMINISTRATOR.

(3) Any non-routine repairs, defined as repairs in excess of $100,000, hereinafter
shall be referred to as "major repairs" and shall be identified, in writing, by the FIRE DISTRICT
and presented to the CITY. Major repairs shall be undertaken by the CITY within twelve (12)
months of the FIRE DISTRICT’s notification to the CITY, or other time period as mutually
agreed upon by the FIRE CHIEF of the FIRE DISTRICT and the CITY ADMINISTRATOR,
unless said major repair is deemed an emergency, hereinafter referred to as "emergency
major repair.” In the event of a dispute regarding the existence of major repairs, the general
arbitration procedures stated in Section III, Subsection (N) shall be utilized. Emergency major
repairs shall be defined as conditions that if left unrepaired would compromise the health,
welfare, or security of the fire station inhabitants or the public, as reasonably determined by the
FIRE DISTRICT. The FIRE DISTRICT shall commence emergency major repairs immediately
and make reasonable effort to notify the CITY’s designated emergency contact person. The
CITY shall provide the FIRE DISTRICT with the name and telephone number of a designated
contact person for such emergency major repairs, which may occur after-hours. The FIRE
DISTRICT will undertake the emergency major repairs and invoice the CITY for the costs of
such repairs. The CITY shall be invoiced for one-twelfth (1/12) of the cost of such repairs
monthly for a period of twelve (12) months. All invoices for emergency major repairs
undertaken by the FIRE DISTRICT shall be due and payable thirty (30) days from the date of
invoice and shall be subject to the terms contained in Section III, Subsections (K) and (N)
herein.

(4) The FIRE CHIEF of the FIRE DISTRICT may authorize, with the written
approval of the CITY, improvements to any of the CITY Fire Stations for the FIRE DISTRICT’s
benefit at no cost to the CITY. Such improvements shall not be subject to the FIRE
DISTRICT’s maximum share provisions as contained herein, and FIRE DISTRICT’s maximum
share shall not be reduced by the costs of any such improvements.

(G) Without limiting each party’s indemnification of the other and during the term of this Agreement, each party agrees to maintain the programs of insurance as set forth below. Each party shall retain the option of satisfying its insurance obligations herein through use of a program of commercial or self-insurance coverages, or any combination thereof. Each party’s insurance shall be primary to and not contributing with any insurance or self-insurance programs maintained by the other, and shall be maintained at each party’s own expense.

(1) The CITY shall maintain: General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than $1 million per occurrence and $2 million aggregate; Workers Compensation insurance to meet statutory requirements, and including Employers’ Liability coverage with limits of not less than $1 million each; Professional Liability covering liability arising from any error, omission, negligent or wrongful act of the CITY with limits of not less than $1 million per occurrence and $2 million aggregate; and Property Coverage providing Special form ("all-risk") coverage in an amount equivalent to the full replacement value of the CITY Fire Stations and applying to CITY-owned and leased real property. The CITY agrees to name the FIRE DISTRICT as an additional insured on its insurance policies.

(2) The FIRE DISTRICT shall maintain: General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than $1 million per occurrence and $2 million aggregate; Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident; Workers Compensation insurance to meet statutory requirements, and including Employers' Liability coverage with limits of not less than $1 million each incident; and Professional Liability covering liability arising from any error, omission, negligent or wrongful act of the FIRE DISTRICT with limits of not less than $1 million per occurrence and $2 million aggregate. The FIRE DISTRICT agrees to name the CITY as an additional insured on its insurance policies.

(H) The FIRE DISTRICT shall not be liable for any damages to any of the CITY Fire Stations which results from any seismic events, natural disasters, civil disturbances, or acts of
God. Should any such event occur that makes any of the CITY fire stations uninhabitable and/or non-operational, the CITY shall immediately find temporary quarters for the FIRE DISTRICT to operate out of until the CITY can repair the affected CITY fire station(s).

(I) The FIRE DISTRICT and the CITY, respectively, shall be fully responsible for any repairs or any damages arising from the intentional or negligent acts of their respective personnel. Disputes regarding implementation of this provision shall be resolved pursuant to Section III, Subsection (N).

SECTION VI. INDEMNIFICATION

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

(A) The CITY agrees to indemnify, defend, and hold harmless the FIRE DISTRICT and the County of Los Angeles, hereinafter referred to as “COUNTY”, their elected and appointed officials, officers, agents, and employees from any and all liability and expenses, including defense costs and legal fees, arising from or connected with claims and lawsuits arising from the negligent or wrongful acts of the CITY in the performance of this Agreement including any matters relating to the separation from CITY service by the CITY employees transferring to the FIRE DISTRICT as specified on Schedules 7 and 11 herein.

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

SECTION VII. PERSONNEL

(A) SWORN EMPLOYEES

(1) Appointment - Subject to the provisions of the California Government Code, Section 1031 and the Los Angeles County Code Section 6.02.040, the FIRE DISTRICT agrees to appoint, without further civil service examination, those CITY firefighter series employees, hereinafter referred to as "sworn employees," specified on Schedule 7, attached hereto and
made a part hereof, who have successfully completed six (6) months service with the CITY, exclusive of temporary or reserve fire fighters. Sworn employees’ service with the CITY must include actual firefighting experience in a permanent fire fighter position. The date of hire that establishes the sworn CITY employees’ continuous service date in a safety capacity with the CITY shall be utilized for purposes of the mandatory retirement age for transferring safety employees.

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

(3) **Positions** - CITY sworn employees qualified pursuant to this Section VII are fully identified on Schedule 7 attached hereto and are subject to the terms and conditions of this Agreement. CITY sworn employees shall be employed by the FIRE DISTRICT in the number and status as follows:

<table>
<thead>
<tr>
<th>Number</th>
<th>Fire District Status</th>
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<tbody>
<tr>
<td>9</td>
<td>Captain</td>
</tr>
<tr>
<td>11</td>
<td>Fire Fighter Specialist</td>
</tr>
<tr>
<td>Remaining</td>
<td>Fire Fighter</td>
</tr>
</tbody>
</table>

The actual number of transferring CITY employees employed by the FIRE DISTRICT as a Fire Fighter will be based on the number of transferring employees at the time of transition to FIRE DISTRICT service.

The CITY shall designate sworn employees to be assigned to the Captain, Fire Fighter Specialist, and Fire Fighter positions indicated above. Any CITY designated employee shall be eligible for the assigned position if the employee has held the position being designated to or a higher position in the service of the CITY. A duly authorized representative from the Vernon Firefighter’s Association, Local 2312 (VFA) and the Vernon Fire Management Association (VFMA) shall approve, in writing, the appointment of the personnel designated to the ranks of Captain and Fire Fighter Specialist as listed on Schedule 7 attached. Once approved by the VFA and VFMA, these designations shall become final and not subject to change unless a CITY sworn employee designated on the list does not transfer to the FIRE
DISTRICT. The CITY shall indemnify, defend, and hold harmless the FIRE DISTRICT from any claims, liabilities, damages, costs, or expenses of any nature whatsoever related to the designation of transferring employees’ ranks by the CITY.

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

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

(6) **Driver License** - As a condition of employment, all CITY sworn employees will be required to have a Class C Driver License with fire fighter endorsements as the minimum standard driver license obtained from their state of residence. If the employees’ state of residence does not issue a firefighter endorsement, the employee shall acquire a commercial license appropriate to the vehicle being driven. No employee shall have license restrictions which would prevent him/her from performing his/her employment duties.

(7) **EMT-1 Training** - Sworn members of the FIRE DISTRICT are required to be certified as Emergency Medical Technician I (EMT-1). The CITY certifies that all CITY sworn employees transferring to the FIRE DISTRICT shall have current EMT-1 certification, current continuing education (CE), and certified skills (CS) testing. Current CE shall be defined as the equivalent of one (1) hour of CE for each month that has elapsed since the last recertification date. Current CS shall be defined as twelve (12) skills tests during a 24-month skills cycle. The CITY shall reimburse the FIRE DISTRICT for any costs incurred by the FIRE DISTRICT.
as a result of non-compliance by any CITY employee of the requirements herein. In addition, all transferring CITY paramedics who desire to transfer to the FIRE DISTRICT as a paramedic must complete 24 hours a year, or 48 hours during their 2-year cycle of paramedic CE, including skills testing, and the FIRE DISTRICT’s re-activation class which consists of up to three (3) days of classroom and five (5) or more shifts of internship (i.e. ride-alongs) on a FIRE DISTRICT paramedic squad. Any transferring paramedic who does not successfully pass this re-activation class and/or who has any pending action against them by the County’s Emergency Medical Services Authority, or the State’s Local Emergency Medical Services Agency would be ineligible to function as a paramedic with the FIRE DISTRICT. At the time of transition to the FIRE DISTRICT, all transferring employees shall provide documentation certifying that all CE and CS are up-to-date and completed.

(8) Seniority - This Agreement will result in the creation of forty-one (41) additional FIRE DISTRICT sworn positions. More than forty-one (41) sworn employees may be transferring from the CITY to the FIRE DISTRICT. Pursuant to Section 53292 of the California Government Code and except as specified in Section VII, Subsection (C), paragraph (10) herein, so as not to impair the seniority rights of FIRE DISTRICT sworn employees, as a result of the forty-one (41) newly created sworn positions, only forty-one (41) CITY sworn employees with the most CITY Fire Department continuous service time will receive FIRE DISTRICT seniority rights and COUNTY seniority. In the event any two or more transferring CITY employees have the same continuous service date with the CITY Fire Department, the CITY shall use whatever method currently utilized by the CITY to determine the manner in which the seniority for those affected employees shall be established.

FIRE DISTRICT seniority is principally used for transfer bidding rights and, for these forty-one (41) positions, will be based on continuous service time in the firefighter series with the CITY’s Fire Department. COUNTY seniority, which as defined in Los Angeles County Civil Service Rule 2.15 as “continuous service,” is principally used for purposes of determining the order of layoff or reduction. Also as defined in Section 6.04.040 of the Los Angeles County Code, “continuous service” is principally used for purposes of determining rights to some types
of paid leave. For these forty-one (41) positions, continuous service will include all continuous
service time with the CITY, including any continuous non-permanent time.

The assigned FIRE DISTRICT and COUNTY seniority dates for any remaining
sworn employees will be the commencement date of services with the FIRE DISTRICT. They
will be placed on the FIRE DISTRICT seniority list and also assigned a COUNTY continuous
service date in order of their relative service time with the CITY.

All CITY and FIRE DISTRICT seniority will be considered for all purposes, except
for those individuals beyond the forty-one (41) additional sworn positions for which CITY
seniority shall not count for purposes of bidding rights, vacation schedules, and to determine
the order of layoff or reduction.

As those CITY sworn employees with full FIRE DISTRICT and COUNTY seniority
rights leave FIRE DISTRICT service, any remaining sworn employees will be assimilated into
full FIRE DISTRICT and COUNTY seniority status based on their time in service as sworn
CITY/FIRE DISTRICT employees, with the exception of those employees who fall under the
 provision of Section VII, Subsection (C), paragraph (10) herein.

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

(10) Longevity Bonus - For purposes of determining eligibility for the FIRE
DISTRICT's Fire Fighter longevity bonus for those CITY employees blanketed-in to FIRE
DISTRICT in the Fire Fighter classification, all continuous CITY service time in the Fire Fighter
or successive promotional classifications shall be deemed as fulfilling the required aggregate
service time for longevity bonus entitlement, except as provided in Section VII, Subsection (C),
paragraph (10) herein.

(11) Training Records – The CITY will provide the FIRE DISTRICT with complete
training records of all CITY sworn employees to be transferred to the FIRE DISTRICT pursuant
to this Agreement.
(B) **NON-SWORN EMPLOYEES**

1. **Appointment** – The FIRE DISTRICT may agree to appoint without further civil service examination non-Fire Fighter series employees, hereinafter referred to as "non-sworn employees", who have successfully completed six (6) months continuous service with the CITY and who shall be listed on Schedule 11, attached hereto and made a part hereof. All non-sworn employees shall successfully complete a probationary period consistent with Los Angeles County Civil Service Rules.

2. **Seniority** - Since non-sworn positions are not being created as a result of this annexation, the FIRE DISTRICT and COUNTY seniority date for all transferring non-sworn CITY employees, which is primarily used for the purpose of determining the order of layoff or reduction, shall be the commencement date of services.

(C) **ALL EMPLOYEES**

1. **Medical Exam & Background Investigation** - Prior to the commencement date of services, as a condition of the FIRE DISTRICT employment, each CITY employee must be medically qualified by a FIRE DISTRICT-administered physical examination, which includes a drug screening component, and must pass the FIRE DISTRICT’s background investigation. Any CITY employee who is on medical leave of absence on the commencement date of services shall be blanketed into FIRE DISTRICT if he/she passes the required medical examination and background investigation upon termination of medical leave. The FIRE DISTRICT retains the right to not accept any CITY employee in its sole discretion upon completion of the employee’s medical exam and background investigation. In such case, the CITY employee’s rights, obligations and status as a CITY employee shall be dictated by CITY rules and regulations.

2. **Salary Step Placement** - For the purpose of determining an employee’s FIRE DISTRICT salary step placement, "CITY salary" shall be defined as all monthly earnings that are eligible towards CITY retirement credit, excluding any compensation for unused benefit days or holidays, uniform allowances, and all overtime earnings. The employee’s initial salary step placement shall not be less than his/her CITY salary as defined in this Section VII,
Subsection (C), paragraph 2.

Paramedic bonuses shall be excluded from “CITY salary” for those employees who transfer to the FIRE DISTRICT into a “Fire Fighter” position. Any transferring employees who are assigned to “Fire Fighter Paramedic” positions will be entitled to receive the applicable FIRE DISTRICT paramedic bonus.

Paramedic bonuses will be included in the “CITY salary” for those employees who transfer to the FIRE DISTRICT into a “Fire Fighter Specialist” or “Captain” position pursuant to this Section VII, Subsection (A), paragraph (3) and who are receiving a paramedic bonus in the CITY at the time of transfer to the FIRE DISTRICT. In the event any employee transferring to the FIRE DISTRICT into a “Fire Fighter Specialist” or “Captain” position is subsequently assigned to a paramedic position in the FIRE DISTRICT, the employee’s salary will be recalculated to eliminate the amount of his CITY paramedic bonus and to include the applicable FIRE DISTRICT paramedic bonus. All other bonuses, other than paramedic bonuses, will be considered by the FIRE DISTRICT in its discretion for inclusion in the determination of an employee’s FIRE DISTRICT salary placement but is not guaranteed. The ultimate decision regarding the inclusion of bonuses rests with the FIRE DISTRICT in its discretion.

(a) Sworn Employees - Except as provided in Section VII, Subsection (C), paragraphs (9) and (10), all continuous service time accrued as a sworn employee in the service of the CITY shall be considered for the purpose of determining COUNTY employee benefits including sick leave, vacation, step placement on the applicable COUNTY salary schedule, and the pensionability of their Flexible Benefits income. Salary step placement of sworn employees shall be within the salary range of the FIRE DISTRICT position assigned, but no less than the salary step that provides for the same salary or next higher salary as the sworn employee’s CITY salary as defined in this Section VII, Subsection (C), paragraph 2. Subsequent salary step advances, if applicable, shall be one (1) year from the last step advance with the CITY or in accordance with COUNTY policy, whichever is sooner. In the event that the sworn employee’s CITY salary is higher than the top step of the COUNTY salary range, the sworn
employee will be placed on the top step of that range, but shall be Y-Rated in order to maintain
the same level of base salary as the employee had with the CITY.

   A sworn CITY employee’s Y- Rate shall remain in effect until the regular salary
including any bonuses exceeds the Y-Rate amount. Y-Rated employees shall not be eligible
for bonuses in addition to their Y-Rated salary. Sworn employees who have accrued CITY
service time in a non-sworn position shall have such non-sworn service time considered for
purposes of determining COUNTY seniority date and benefits, but not salary step placement.

   (b) Non-Sworn Employees - Except as provided in Section VII, Subsection (C),
paragraphs (9) and (10), all continuous service time accrued as a non-sworn employee in the
service of the CITY shall be considered for all purposes except for bidding rights for work and
vacation schedules, and to determine the order of layoff or reduction. Salary placement of
non-sworn employees shall be within the salary range of the FIRE DISTRICT position
assigned, and at the salary step that provides for the same salary or next higher salary as the
employee’s CITY salary as of the commencement date of services through this Agreement. In
the event that the employee’s CITY salary is higher than the top step of the COUNTY salary
range, the employee will be placed on the top step of that range, but shall be Y-Rated so that
no loss in pay occurs.

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

   (4) Uniforms - CITY issued uniforms and safety equipment that meet FIRE
DISTRICT standards shall be transferred to the FIRE DISTRICT with the transferring
employees. CITY uniforms will be supplemented by FIRE DISTRICT issued uniforms and/or
safety equipment necessary to meet FIRE DISTRICT requirements. The CITY shall assume
all costs for supplementing uniforms and safety equipment that do not meet FIRE DISTRICT
standards. Such costs shall be included on Schedule 4, as soon as available. Subsequent
uniform issues will be as provided for in the current Memorandum of Understanding for the
respective employee representation units entered into between the County of Los Angeles and
the certified employee organizations, if applicable.
(5) **Personnel/Medical/Time Records** - As a condition of FIRE DISTRICT employment, CITY employees must consent to the transfer of complete original personnel and employment medical records to the FIRE DISTRICT. The CITY will provide the FIRE DISTRICT with complete and original personnel and employment medical records of all CITY personnel to be transferred pursuant to this Agreement, including any employee’s complete original Workers’ Compensation files, all claims for disability compensation, and all additional documentation related to open claims which remain ongoing after the date of transfer of the CITY employees to the FIRE DISTRICT, which shall be the commencement date of services. In addition, the CITY will provide the FIRE DISTRICT with a minimum of one (1) year’s time records of "hours worked" prior to the commencement date of services for all CITY personnel to be transferred pursuant to this Agreement. Each transferring employee shall certify to the FIRE DISTRICT the completeness of his/her personnel file.

(6) **Vacation and Holiday Shifts/Days** – The CITY shall pay to the FIRE DISTRICT in the manner set forth in Section III, Subsection (P) herein for transferred vacation benefit shifts/days for transferring employees at the CITY’s salary rates in effect on the commencement date of services. The CITY may transfer holiday benefit shifts/days for transferring employees at the CITY’s discretion. The CITY shall transfer in whole hours all vacation benefit shifts/days an employee is entitled to in CITY employment to a maximum of twenty (20) vacation days, i.e one hundred sixty (160) hours for employees assigned to a 40-hour work schedule, or ten (10) shifts, i.e, two hundred forty (240) hours for employees assigned to a 24-hour shift schedule, whichever is applicable. The CITY may transfer in whole hours all holiday benefit shifts/days an employee is entitled to in CITY employment to a maximum of twenty (20) holiday days i.e one hundred sixty (160) hours for employees assigned to a 40-hour work schedule, or ten (10) shifts, i.e, two hundred forty (240) hours for employees assigned to a 24-hour shift schedule, whichever is applicable. Vacation and holiday benefit shifts/days are outlined in Schedules 8 and 9, respectively, for sworn personnel and Schedules 12 and 13, respectively, for non-sworn personnel, which are attached hereto and made a part hereof. CITY salary rates for reimbursement to the FIRE DISTRICT are defined in
this Section VII, Subsection (C), paragraph (2).

Transferring CITY employees shall accrue vacation benefits each pay period. Pay periods are the 1st day of each month to the 15th day of that month, and the 16th day of each month to the last day of that month. The amount of vacation benefits accrued by each transferring CITY employee shall be based on the transferring employees’ continuous service time as a sworn employee of the CITY. Transferring CITY employees may use their accrued vacation benefits during the pay period immediately following the pay period in which the benefits are accrued, notwithstanding the employees’ assigned COUNTY seniority.

(7) **Sick Shifts/Days** – The CITY shall pay to the FIRE DISTRICT in the manner set forth in Section III, Subsection (P) herein for transferred sick benefit shifts/days for transferring employees at the CITY’s salary rates in effect on the commencement date of services. The CITY shall transfer in whole hours all sick benefit shifts/days an employee is entitled to in CITY employment to a maximum of twelve (12) sick days, i.e., ninety-six (96) hours for employees assigned to a 40-hour work schedule, or six (6) shifts, i.e., one hundred forty-four (144) hours for employees assigned to a 24-hour shift schedule, whichever is applicable. Sick benefit shifts/days are outlined in Schedule 10 for sworn personnel and Schedule 14 for non-sworn personnel, which are attached hereto and made a part hereof. The CITY salary rates for reimbursement to the FIRE DISTRICT are defined in this Section VII, Subsection (C), paragraph (2).

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

   a) All sworn employees subject to this Agreement will, on the first day of the month following the date they are appointed to a position in the FIRE DISTRICT, become members of the Los Angeles County Employees Retirement Association (LACERA) Plan C for Safety Members or any other Safety Plan as permitted by the County Employees’ Retirement Law of 1937 (CERL) and the Public Employees’ Pension Reform Act of 2013 (PEPRA).

   b) All non-sworn employees subject to this Agreement will, on the first day of the month following the date they are appointed to a position in the FIRE DISTRICT, become members of Plan G for General Members or one (1) of the other non-safety LACERA plans available at the time of the commencement date of services pursuant to the provisions of CERL and PEPRA.

   c) Service performed by such sworn and non-sworn personnel while employees of the CITY shall not be credited as retirement service with LACERA, and except as provided in California Government Code Sections 31836.1 and 31836.2, shall not be counted for the purpose of discontinuing contributions after thirty (30) years of continuous service pursuant to Government Code Sections 31625.2 and 31664, to the extent applicable, and shall not be counted for the purpose of determining health insurance premiums charged to LACERA retirees.

(10) **Retirement from Public Employees Retirement System** – Transferring CITY employees would be required to leave retirement contributions on deposit with the California Public Employees Retirement System (CalPERS) and establish reciprocity with LACERA, limiting the FIRE DISTRICT’s retirement benefit costs. The transferring employees’ LACERA contribution rates would be based on their age upon entering the CalPERS system. The FIRE DISTRICT’s rate structure for salary and employee benefits includes a component for retirement costs for positions staffing CITY stations; therefore, the FIRE DISTRICT cost would be offset. At the time of retirement, a reciprocal member would receive retirement benefits from both agencies based on the benefits of reciprocity, such as adding service credit under each system to determine eligibility to retire. Any CITY employee who retires from CalPERS
prior to the commencement date of services will not be accepted for FIRE DISTRICT employment.

In the event a transferring employee opts to retire from CalPERS at any time while in the employment of the FIRE DISTRICT, such employee shall forfeit all of his/her continuous service time with the CITY, including all service time with the CITY Fire Department, for purposes of determining FIRE DISTRICT and COUNTY seniority and COUNTY employee benefits and step placement pursuant to Section VII, Subsection (A), paragraphs (8) and (10), and Section VII, Subsection (C), paragraph (2). The FIRE DISTRICT and COUNTY seniority date for any employee retiring from CalPERS pursuant to this paragraph (10) of Subsection (C) of Section VII shall immediately become the commencement date of services, any longevity bonus received by the employee which is based on continuous time with the CITY will be eliminated from the employee’s salary, any Y-Rated salary will be eliminated, and the employee’s salary will be adjusted and based solely on the employee’s FIRE DISTRICT rank and total time as an employee with the FIRE DISTRICT. Such employees must also be medically qualified by a FIRE DISTRICT-administered physical examination as required of newly hired fire fighters.

(11) **Workers’ Compensation** - California Labor Code Sections shall govern Workers’ Compensation benefits for all transferring CITY employees who sustain industrial injuries. Notwithstanding Section 5500.5 et seq. of the California Labor Code, the CITY agrees to reimburse the FIRE DISTRICT for the FIRE DISTRICT’s proportionate share of all medical, legal, administrative, and any other indemnity costs for which the FIRE DISTRICT shall be liable for those industrial injuries apportionable in whole or in part to employees’ employment with the CITY. The CITY’s responsibility as provided for herein shall not be affected by any change in Federal or State law.

The CITY and the FIRE DISTRICT shall cooperate in the ongoing management of any Workers’ Compensation claims pending, filed, during the time CITY personnel are employed by the FIRE DISTRICT by providing such information as is necessary for the CITY and/or the FIRE DISTRICT to appropriately manage a Workers’ Compensation claim filed by a
FIRE DISTRICT employee previously employed by the CITY. 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 an employee who transfers from CITY employment to FIRE DISTRICT employment. 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 an employee who has a pending Workers' Compensation claim involving the CITY or who asserts a Workers' Compensation claim during employment with the FIRE DISTRICT upon which the CITY is potentially liable in whole or in part. The CITY shall be responsible for adjusting and paying all costs related to those claims which have been filed or are pending as of the effective date of this Agreement. 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 involving the CITY at the time of transfer. Pursuant to Subsection C, Paragraph S, the CITY shall provide Workers' Compensation related files on all employees transferring to the FIRE DISTRICT.

(12) **Health Insurance** – The CITY shall continue to provide the existing coverage of paid medical and dental insurance for all employees transferring to the FIRE DISTRICT for one (1) full calendar month after the commencement date of services or, for those employees on medical leave with the CITY on the commencement date of services, for at least one (1) full calendar month after the effective date of their blanketing into the FIRE DISTRICT. The FIRE DISTRICT shall reimburse the CITY as specified in Section III, Subsection (O).

(13) **Deferred Compensation Plans** - Pursuant to Section 6.02.040 of the Los Angeles County Code, CITY employees transferring to the FIRE DISTRICT shall be eligible for immediate participation in the COUNTY employees' deferred compensation plans for which they may be eligible depending upon their transferred rank, unless such immediate eligibility is otherwise prohibited by Federal or California statute or regulation.

(14) **Marriage and Birth Certificates** – For purposes of completing the background investigations pursuant to Section VII, Subsection (C), paragraph (1) herein and for verification of eligibility of health insurance coverage, prior to the commencement date of services as
determined by the FIRE DISTRICT, all transferring CITY employees will be required to provide copies of their marriage certificates and the birth certificates for themselves and all dependents who will be covered under their health insurance benefits.

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

**SECTION VIII. ENVIRONMENTAL QUALITY CONTROL**

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

(B) Prior to the commencement date of services, the CITY shall have a Cal-OSHA Registered Environmental Assessor perform a Phase I Site Assessment and Building Asbestos Survey and, if subsequently required, a Phase II Site Assessment on all CITY Fire Station facilities to be occupied by the FIRE DISTRICT pursuant to Schedule 3 attached hereto. All Site Assessments and related reports shall be reviewed, approved, and accepted by the FIRE DISTRICT.

(C) The CITY shall, at its sole expense, mitigate and abate all environmental hazards (if any) at the CITY Fire Station sites prior to the commencement date of services and provide evidence to the satisfaction of the FIRE DISTRICT that all recommended measures have been completed and that all applicable laws and requirements have been complied with. Any residual contamination or environmental damage from conditions on or adjacent to CITY Fire Stations which existed before the commencement date of services but which are discovered after the commencement date of services, shall be the responsibility of the CITY.

(D) The FIRE DISTRICT shall, at its sole expense, mitigate and abate all environmental damage (if any) caused by the FIRE DISTRICT or its agents at any of the CITY Fire Stations after the commencement date of services.
(E) Prior to occupancy of the CITY Fire Stations by the FIRE DISTRICT, the FIRE DISTRICT shall inspect the facilities and identify all hazardous materials stored at the facilities for which the CITY shall be responsible for removal. The CITY shall remove all identified hazardous materials prior to FIRE DISTRICT occupancy of the CITY Fire Stations. If, after FIRE DISTRICT occupancy of the CITY Fire Stations, stored hazardous materials are discovered by the FIRE DISTRICT which were not previously identified during the above inspection, the CITY shall remove said materials within thirty (30) days after written notice by the FIRE DISTRICT to the CITY, or the FIRE DISTRICT may remove the materials and invoice the CITY for the costs of such removal. In the event such hazardous materials pose an immediate danger to human health or the environment as determined by the FIRE DISTRICT, such materials shall be removed immediately by the CITY upon notification by the FIRE DISTRICT to the CITY.

SECTION IX. HAZARDOUS MATERIALS RELEASE RESPONSE PLAN AND INVENTORY

(A) CITY will continue to act as the administering agency for the CITY’s Hazardous Materials Release Response Plan and Inventory, California Health and Safety Code Chapter 6.95, Sections 25500 – 25545, hereinafter referred to as the “Program” during the term of this Agreement.

(B) The CITY shall retain all fees collected in the administration of the Program as provided by State law.

(C) When the FIRE DISTRICT’s Health/Hazardous Materials Emergency Response Teams respond to a hazardous materials incident in the CITY, the FIRE DISTRICT will subsequently invoice the CITY on an as-call basis for the costs associated with the response team unit(s) responded. Payments by the CITY of invoices for all such hazardous materials emergency incident response team responses shall be made pursuant to the provisions of Section III herein.

SECTION X. ADOPTION OF LOS ANGELES COUNTY FIRE CODE

Pursuant to Los Angeles County Fire Code - Title 32, Sections 10000.1 and 10000.2,
and California Health and Safety Code Section 13869, as may be subsequently amended, upon annexation of the CITY to the FIRE DISTRICT, the County of Los Angeles Fire Code – Title 32, including any subsequent amendments to such code, shall be enforced in the CITY by the FIRE DISTRICT. By ordinance, the CITY shall adopt the County of Los Angeles Fire Code – Title 32 as of the commencement date of services. This ordinance will adopt all existing CITY amendments to the County of Los Angeles Fire Code – Title 32 as a separate attachment. The FIRE DISTRICT will enforce applicable amendments specific to the CITY. Where differences occur between the Los Angeles County Fire Code – Title 32 and the amendments adopted by the CITY, the CITY amendments will take precedence unless an impracticality of enforcement is determined by the FIRE DISTRICT in its sole discretion, in which case the FIRE DISTRICT and the CITY shall work towards establishing a mutually agreeable resolution.

SECTION XI. MODIFICATION OF SCHEDULES

(A) With the exception of Schedule 2, all schedules attached hereto and incorporated herein by reference will be subject to modification by mutual agreement of the CITY ADMINISTRATOR and FIRE CHIEF of the FIRE DISTRICT as needed after the date of approval of this Agreement by both parties.

(B) The staffing levels as indicated on Schedule 2 may be subject to modification by mutual written agreement of the CITY COUNCIL and FIRE CHIEF of the FIRE DISTRICT. Any such modification of staffing levels may cause an adjustment in the determination of the Annual Fee as specified in Section II, Subsection (L) herein.

///

SECTION XII. WITHDRAWAL

(A) In the event the CITY terminates this Agreement and withdraws from the FIRE DISTRICT at any time subsequent to the Initial Ten-Year Term, per the provisions of Section I, herein, the FIRE DISTRICT and the CITY agree that:

(1) The lease on the fire stations shall terminate and the FIRE DISTRICT shall vacate the CITY Fire Stations on the effective date of withdrawal except as provided for in a
(2) The FIRE DISTRICT shall return to the CITY, fire apparatus, vehicles and related fire apparatus equipment of a comparable type, condition, and age, in the quantity and type as described on Schedule 5 as of the commencement date of services.

(3) The FIRE DISTRICT shall return to the CITY Fire Station equipment, furniture, tools, and furnishings of a comparable type and condition as of the commencement date of services, which are essential to the operation of the fire station facilities and are detailed in Schedule 6.

(4) As to any apparatus, vehicles, equipment, tools, furniture, furnishings, or other personal property for which a monetary or in-kind credit was given to the CITY upon the effective date of this Agreement, the FIRE DISTRICT will not be obligated in any manner to return comparable items to the CITY at the date of withdrawal of this Agreement.

(B) In the event of the termination of the Agreement by either party as provided herein, the FIRE DISTRICT and the CITY agree to enter into separate and further agreements to address the specific details of termination not addressed in this Agreement.

SECTION XIII. GOOD FAITH AND FAIR DEALING

The FIRE DISTRICT and the CITY covenant and warrant to act in good faith and fair dealing regarding the performance, administration, and interpretation of this Agreement.

SECTION XIV. GENERAL PROVISIONS

(A) Severability – In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement 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 writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.
(C) **Entire Agreement** – This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement, and supersedes any prior understanding whether oral or written and may be modified only by further written agreement between the parties hereto. The non-enforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions thereof unenforceable, invalid or illegal.
IN WITNESS WHEREOF, the CITY, by majority vote of its City Council, has caused this Agreement to be executed by its Mayor and which execution has been attested to by its Clerk; pursuant to action by a majority vote of the Board of Supervisors, as governing body of the FIRE DISTRICT, the Chair has executed this Agreement on behalf of the FIRE DISTRICT and which execution has been attested to by its Clerk.

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

CITY OF VERNON

By ________________________________
Chair, Board of Supervisors

By ________________________________
Melissa Ybarra, Mayor

DATE ______________________________

DATE ______________________________

ATTEST:

CELIA ZAVALA
Executive Officer-Clerk of
The Board of Supervisors

By ________________________________
Deputy

By ________________________________
Deborah Harrington, Interim City Clerk

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By ________________________________
Christina Angeles, Principal Deputy

By ________________________________
Hema Patel, City Attorney
CITY OF VERNON - AGREEMENT FOR SERVICES
SCHEDULE 1
COMMENCEMENT DATE OF SERVICES

TO BE DETERMINED

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

APPROVED:

______________________________  ________________________________
DARYL L. OSBY                 CARLOS R. FANDINO, JR
FIRE CHIEF                    CITY ADMINISTRATOR

______________________________  ________________________________
DATE                               DATE
CITY OF VERNON - AGREEMENT FOR SERVICES
SCHEDULE 2
OPERATION BY DISTRICT WITH ESTIMATED 2019-20 ANNUAL FEE

Operations Staffing:

<table>
<thead>
<tr>
<th>City Station</th>
<th>Equipment</th>
<th>Post Positions (a)</th>
<th>Estimated 2019-20 Net City Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>76</td>
<td>Engine</td>
<td>3</td>
<td>$2,489,916</td>
</tr>
<tr>
<td></td>
<td>Truck</td>
<td>4</td>
<td>2,489,916 (b)</td>
</tr>
<tr>
<td>77</td>
<td>Engine</td>
<td>4</td>
<td>$3,153,354</td>
</tr>
<tr>
<td></td>
<td>Paramedic Squad</td>
<td>2</td>
<td>803,582 (c)</td>
</tr>
<tr>
<td>78</td>
<td>Closed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>79</td>
<td>Closed</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Fire Prevention Staffing:

<table>
<thead>
<tr>
<th>Role</th>
<th>Post Positions</th>
<th>Estimated 2019-20 Net City Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Prevention Engineering Asst. II (Plan Check)</td>
<td>0.5</td>
<td>$74,186</td>
</tr>
<tr>
<td>Captain</td>
<td>0.33</td>
<td>91,203</td>
</tr>
<tr>
<td>Fire Fighter Specialist (Inspector)</td>
<td>2</td>
<td>468,010</td>
</tr>
<tr>
<td>Total Estimated Salary and Employee Benefits</td>
<td></td>
<td>$9,570,167</td>
</tr>
<tr>
<td>Overhead @ 35.1003%</td>
<td></td>
<td>3,359,158</td>
</tr>
<tr>
<td>Estimated 2019-20 Annual Fee</td>
<td></td>
<td>$12,929,325</td>
</tr>
</tbody>
</table>

(a) Three persons staff each post position through a 56-hour work week (A, B, C-Shift). Station operations include overtime required to maintain 24-hour constant staffing.

(b) In recognition of the regional benefit to be derived by the truck company assigned in the City, the Fire District will share in the annual staffing cost of one firefighter post position.

(c) In recognition of the regional benefit to be derived by the paramedic squad assigned in the City, the Fire District will share fifty percent (50%) of the annual staffing costs of this unit.

Agreed to and accepted by the undersigned representatives of the City and the Fire District who certify that they are duly authorized to agree to and accept this Schedule 2.

APPROVED:

DARYL L. OSBY
FIRE CHIEF

CARLOS R. FANDINO, JR
CITY ADMINISTRATOR

DATE

DATE
### CITY OF VERNON - AGREEMENT FOR SERVICES

**SCHEDULE 3**

**FIRE STATIONS TO BE OCCUPIED BY DISTRICT**

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vernon Fire Station 76</td>
<td>3375 Fruitland Avenue</td>
</tr>
<tr>
<td></td>
<td>Vernon, Ca</td>
</tr>
<tr>
<td>Vernon Fire Station 77</td>
<td>4301 Santa Fe Avenue</td>
</tr>
<tr>
<td></td>
<td>Vernon, Ca</td>
</tr>
<tr>
<td>Vernon Fire Station 78</td>
<td>2800 Soto Street</td>
</tr>
<tr>
<td></td>
<td>Vernon, Ca</td>
</tr>
</tbody>
</table>

**APPROVED:**

<table>
<thead>
<tr>
<th>DARYL L. OSBY</th>
<th>CARLOS R. FANDINO, JR</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRE CHIEF</td>
<td>CITY ADMINISTRATOR</td>
</tr>
</tbody>
</table>

**DATE**

---

_F:/Vernon/Schedule 3 - Facilities_
CITY OF VERNON - AGREEMENT FOR SERVICES
SCHEDULE 4
CONVERSION COSTS

TO BE DETERMINED

APPROVED:

DARYL L. OSBY                 CARLOS R. FANDINO, JR
FIRE CHIEF                   CITY ADMINISTRATOR

DATE                        DATE
CITY OF VERNON - AGREEMENT FOR SERVICES
SCHEDULE 5
VEHICLES, FIRE APPARATUS, AND RELATED EQUIPMENT

TO BE DETERMINED

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

APPROVED:

DARYL L. OSBY
FIRE CHIEF

CARLOS R. FANDINO, JR
CITY ADMINISTRATOR

DATE

DATE

F:\Vernon\Schedule 5 - Vehicles
CITY OF VERNON - AGREEMENT FOR SERVICES
SCHEDULE 6
FIRE STATION EQUIPMENT, FURNITURE, AND FURNISHINGS

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

APPROVED:

DARYL L. OSBY
FIRE CHIEF

______________________________

DATE

CARLOS R. FANDINO, JR
CITY ADMINISTRATOR

______________________________

DATE
CITY OF VERNON - AGREEMENT FOR SERVICES
SCHEDULE 7
SWORN PERSONNEL, RANKS, SALARIES - FOR ESTABLISHMENT OF DISTRICT SALARY

TO BE DETERMINED

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

APPROVED:

DARYL L. OSBY
FIRE CHIEF

CARLOS R. FANDINO, JR
CITY ADMINISTRATOR

DATE

DATE
CITY OF VERNON- AGREEMENT FOR SERVICES
SCHEDULE 8
SWORN PERSONNEL VACATION HOURS TO BE TRANSFERRED BY CITY TO DISTRICT

TO BE DETERMINED

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

APPROVED:

DARYL L. OSBY
FIRE CHIEF

CARLOS R. FANDINO, JR
CITY ADMINISTRATOR

DATE
DATE
CITY OF VERNON - AGREEMENT FOR SERVICES
SCHEDULE 9
SWORN PERSONNEL HOLIDAY HOURS TO BE TRANSFERRED BY CITY TO DISTRICT

TO BE DETERMINED

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

APPROVED:

DARYL L. OSBY  
FIRE CHIEF

CARLOS R. FANDINO, JR
CITY ADMINISTRATOR

DATE  

DATE
CITY OF VERNON - AGREEMENT FOR SERVICES
SCHEDULE 10
SWORN PERSONNEL SICK HOURS TO BE TRANSFERRED BY CITY TO DISTRICT

TO BE DETERMINED

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

APPROVED:

DARYL L. OSBY
FIRE CHIEF

CARLOS R. FANDINO, JR
CITY ADMINISTRATOR

DATE

DATE
CITY OF VERNON - AGREEMENT FOR SERVICES
SCHEDULE 11
NON-SWORN PERSONNEL, RANKS AND SALARIES - FOR ESTABLISHMENT OF DISTRICT SALARY

TO BE DETERMINED

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

APPROVED:

DARYL L. OSBY
FIRE CHIEF

CARLOS R. FANDINO, JR
CITY ADMINISTRATOR

DATE

DATE

\"users\planning\Vernon\Schedule 11 Non-Sworn Pens.\"
CITY OF VERNON - AGREEMENT FOR SERVICES
SCHEDULE 12
NON-SWORN PERSONNEL - VACATION HOURS TO BE TRANSFERRED BY CITY TO DISTRICT

TO BE DETERMINED

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

APPROVED:

______________________________  ________________________________
DARYL L. OSBY                  CARLOS R. FANDINO, JR
FIRE CHIEF                      CITY ADMINISTRATOR

______________________________  ________________________________
DATE                             DATE
CITY OF VERNON - AGREEMENT FOR SERVICES
SCHEDULE 13
NON-SWORN PERSONNEL - HOLIDAY HOURS TO BE TRANSFERRED BY CITY TO DISTRICT

TO BE DETERMINED

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

APPROVED:

DARYL L. OSBY  
FIRE CHIEF

CARLOS R. FANDINO, JR  
CITY ADMINISTRATOR

DATE  

DATE

/users/planning/Vernon/Schedule 13 Non-Sworn Sick
CITY OF VERNON - AGREEMENT FOR SERVICES
SCHEDULE 14
NON-SWORN PERSONNEL - SICK HOURS TO BE TRANSFERRED BY CITY TO DISTRICT

TO BE DETERMINED

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

APPROVED:

DARYL L. OSBY  CARLOS R. FANDINO, JR
FIRE CHIEF  CITY ADMINISTRATOR

DATE  DATE
CITY OF VERNON - AGREEMENT FOR SERVICES
SCHEDULE 15
MEMORANDUM OF UNDERSTANDING

TO BE DETERMINED

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

APPROVED:

DARYL L. OSBY
FIRE CHIEF

CARLOS R. FANDINO, JR
CITY ADMINISTRATOR

DATE

DATE

fiusers\planning\VernonSchedule 15 MOU