Agreement for Services by and between the Consolidated Fire Protection District of Los Angeles County and the City of Vernon

Summary

Proposed Services Agreement

Section I. Agreement Effective Date and Term

- Term is a minimum of ten (10) years
- Automatically renewed for 1-year periods
- Either may terminate after the initial 10-year term with one year’s written notice
- The party who terminates will bear the cost of detachment

Section II. Services

- Fire protection, hazardous materials services, emergency medical services, paramedic services, fire code and related code enforcement, fire cause and arson investigation, plus all Fire District support services (dispatching, training, supplies, maintenance, procurement, etc.)
- All firefighting personnel certified as Emergency Medical Technician-1
- Minimum daily staffing level in City:
  - 1 engine company (4 personnel); 1 engine company (3 personnel); 1 truck company (4 personnel); and 1 paramedic squad (2 paramedics) for a total of 13 uniformed personnel on duty daily
- A Memorandum of Understanding will be executed regarding the administration of the City’s ambulance transport program
- Fire District will support community emergency preparedness, education, training, and exercises at the request of the City
- Fire District will annually inspect all fire hydrants in City
- Fire District will provide quarterly and annual statistical response information reports
- May expand or relocate fire stations in City if mutually agreeable to do so
- Staffing level adjustments may impact the annual contract fee

Section III. Annual Fee for Services

- City shall pay an annual fee for service (a year is defined as July 1 – June 30)
- 90 days prior to a new year, the Fire District shall submit a preliminary estimate of the annual fee for the upcoming year
- A limitation will be placed on increases in the amount of the annual fee to be paid by the City, which is subject to annual changes after the initial 5-year period
- In the initial 5-year period, the annual fee shall not increase by more than 4% year over year
- In the 6th year, the limitation shall be the average of the last 4 years plus 1%
- Conversion costs are in addition to the annual fee and will be paid by the City in 36 equal monthly payments (3 years total)
  - If actual fees differ from estimates, the City’s balance will be adjusted
- Annexation fees are paid by the City and are estimated to be $9,000
- All revenues generated from fees established or implemented by the Fire District shall be Fire District revenues with the exception of:
  - Any applicable advanced life support (ALS) fees which are passed through to the City via credits on the City’s monthly invoices
  - Any applicable fire prevention fees related to staffing allocated to the City which will be passed through as an annual credit to the City by the Fire District via credit on the City’s annual fee (minus a 5% administrative charge)
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- Revenues from the City’s Hazardous Materials Release Response Plan and Inventory program and through a City operated emergency medical transport program remain City revenues.
- City retains a 5% administrative charge for any fees collected by the City on behalf of the Fire District and Fire District retains 5% for any fees collected on behalf of the City.
- Vacation and sick benefit days shall be paid by the City to the Fire District in 36 equal monthly payments and are in addition to the annual fee.

Section IV. Equipment, Furniture, Furnishings, and Expendable Equipment/Fire Apparatus and Equipment

- The City shall transfer all fire apparatus, vehicles, fire equipment, and fire station furnishings, furniture, equipment and expendable tools incidental to fire station operations (all will be included in Schedules 5 and 6 as the transfer date nears).
- The City shall pay for any fire apparatus and vehicle repairs necessary due to deferred or deficient maintenance (costs would be added to Schedule 4 accordingly).

Section V. Fire Stations

- City Fire Stations (those identified in Schedule 3) are leased to the Fire District for $1 annually.
- Stations 76 and 77 shall be used for the purpose of providing fire protection and emergency medical and related services. Station 78 shall be leased for $1 annually to accommodate the Fire District’s placement of an Urban Search and Rescue (USAR) or Hazardous Materials (HazMat) team within the City.
  - Fire District shall provide written confirmation of its intent to the City Administrator within 1 year from the effective date of the services agreement.
  - All costs incurred by the Fire District for any modifications and/or repairs to Station 78 shall be at the Fire District’s expense.
  - The lease may be terminated at the Fire District’s discretion with 30 days written notice.
- The City shall certify that all environmental hazards are removed from Fire Station sites and shall hold harmless the Fire District for any liability, cost, expense, claims, or damages arising from any contamination or environmental damage.
- Fire District shall be responsible for utility payments related solely to its use of City Fire Stations and where applicable shall be shared via an equitable formula set forth in a Memorandum of Understanding (Schedule 13).
- Fire District shall be responsible for minor and routine station repairs.
- If costs are expected to exceed the Fire District’s maximum share for a year, the Fire District shall notify the City in writing and the City shall be responsible for excess costs.
- Any repairs in excess of $100,000 shall be defined as “major repairs” and shall be identified in writing and presented to the City.
  - The City shall undertake major repairs within 12 months of the Fire District’s notification to the City, or other time period as mutually agreed.
- Any Fire Station improvements shall require written approval of the City, but will be performed at no cost to the City.

Section VI. Indemnification

- Neither party shall be liable for the negligent or wrongful acts of the other in the performance of the agreement.
Section VII. Personnel

- Fire District agrees to appoint sworn City firefighter employees (to be specified on Schedule 7) who have completed 6 months service with the City.
- City sworn employees shall be employed by the Fire District with the actual number of transferring City employees to be determined at the time of transition to Fire District service.
- The City shall designate sworn employees to be assigned to positions with a representative from the Vernon Fire labor groups’ approval.
- The agreement will result in the creation of 42 additional Fire District sworn positions:
  - More than 42 sworn employees may be transferring from the City, but the 42 positions will receive Fire District seniority rights.
  - For these 42 positions, continuous service will include all continuous service time with the City.
  - All City and Fire District seniority will be considered for all purposes except for those individuals beyond the 42 positions for which City seniority shall not count for purposes of bidding rights, vacation schedules, and to determine the order of layoff or reduction.
- Non-sworn employees may transfer to the Fire District without further civil service examination and must successfully complete a probationary period consistent with LA county Civil Service Rules.
- All City employees must complete a medical exam and background investigation.
- All 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.
- Uniform costs will be issued by Fire District and shall be paid for by the City (to be included in Schedule 4).
- The City shall pay to the Fire District transferred vacation benefit shifts/days (240 hours for 24-hr shift worker) for transferring employees at the City’s salary rates in effect on the commencement date of services (to be included in Schedule 8 for sworn and 11 for non-sworn).
- The City shall pay to the Fire District transferred sick benefit shifts/days (240 hours for 24-hr shift worker) for transferring employees at the City’s salary rates in effect on the commencement date of services (to be included in Schedule 9 for sworn and 12 for non-sworn).
- Transferring City employees would be required to leave retirement contributions on deposit with CalPERS and establish reciprocity with Los Angeles County Employees Retirement Association (LACERA).

Section VIII. Environmental Quality Control

- Fire District shall be responsible to comply with the provisions of the California Environmental Quality Act of 1970 (CEQA).
- The City shall have a Cal OSHA assessor perform an assessment survey on Fire Stations and Fire District shall approve and accept the report.
- City shall mitigate all environmental hazards (if any) at Fire Stations prior to commencement date of services.

Section IX. Hazardous Materials Release Response Plan and Inventory

- City will continue to act as the administering agency for the City’s Hazardous Materials Release Response Plan and Inventory.
- The City shall retain all fees collected in the administration of their program.
- When the Fire District’s Health/Hazardous Materials Emergency response Teams respond to a hazardous materials incident in the City, the Fire District will invoice the City on an as-call basis for the costs associated with the response team.
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Section X. Adoption of Los Angeles County Fire Code

- Upon annexation of the City to the Fire District, the LA County Fire Code-Title 32 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

Section XI. Modification of Schedules

- All schedules incorporated by reference will be subject to modification by mutual written agreement of the City Administrator and Fire Chief of the Fire District as needed after the date of approval of the agreement by both parties
- Modifications to the staffing levels as indicated on Schedule 2 may cause an adjustment in the annual fee

Section XII. Withdrawal

- If the City terminates the agreement and withdraws from the Fire District at any time after the initial 10-year term, both parties agree that:
  - Leases on Fire Stations shall terminate and the Fire District shall vacate on effective date of withdrawal
  - Fire District shall return to City fire apparatus, vehicles and related fire apparatus equipment, station equipment, furniture, and tools of a comparable type as that which was conveyed at the commencement date of services

Section XIII. Good Faith and Fair Dealing

- Fire District and the City agree to act in good faith and fair dealing regarding the performance, administration, and interpretation of the agreement

Section XIV. General Provisions

- The agreement constitutes the entire agreement between parties and supersedes any prior understanding and may be modified only by further written agreement between parties