

COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE LOS ANGELES, CALIFORNIA 90063-3294 (323) 881-2401 www.fire.lacounty.gov

"Proud Protectors of Life, Property, and the Environment"

DARYL L. OSBY FIRE CHIEF FORESTER & FIRE WARDEN

October 01, 2019

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

48 October 1, 2019

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

CELIAZAVALA

CELIA ZAVALA EXECUTIVE OFFICER

AGREEMENT FOR DISPATCH SERVICES BETWEEN THE CITY OF VERNON AND THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY (FIRST DISTRICT) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to enter into an agreement for dispatch services with the City of Vernon (City). The City shall compensate the District on a per-incident cost basis. This agreement shall remain operative and effective until terminated by either the commencement of fire protection and emergency medical and related services by the District to the City pursuant to an Agreement for Services or by either party with one year's written notice.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

1. Approve and delegate authority to the Fire Chief, or his designee, to execute the agreement with the City allowing the District to provide a limited scope of communication and dispatch services for emergency fire and medical response.

2. Find that the proposed agreement is categorically exempt from the provisions of the California Environmental Quality Act.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

BOARD OF SUPERVISORS

HILDA L. SOLIS FIRST DISTRICT

MARK RIDLEY-THOMAS SECOND DISTRICT

> SHEILA KUEHL THIRD DISTRICT

JANICE HAHN FOURTH DISTRICT

KATHRYN BARGER FIFTH DISTRICT The Honorable Board of Supervisors 10/1/2019 Page 2

The Verdugo Dispatch currently provides dispatch services for the City. However, the District and the City coordinate through both the Verdugo Dispatch Center and the District's Dispatch Center on responses for emergency medical incidents, as well as brush and structure incidents through an automatic aid agreement.

The automatic aid agreement has proved to be successful for both departments ensuring resources are available for public safety. Nonetheless, utilizing two different dispatch centers significantly delays the dispatching of resources, which has resulted in negative patient outcomes.

Establishing one communications plan, giving the City the ability to request automatic aid resources directly, communicating information quickly, will improve incident interoperability, firefighter safety, reduced response times, workload, and improve address validation, thus reducing the risk to life and property.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable

FISCAL IMPACT/FINANCING

This agreement shall not require the District to incur any non-reimbursable cost and/or expenses for the purpose of implementing this agreement, or any of its provisions, or to require the District to modify, alter, add, remove, or transform any of its existing equipment, system or facilities to implement any of the provisions contained in the agreement.

The City shall compensate the District on a per-incident cost basis. Each July 1st thereafter, the perincident cost shall be adjusted by the District to reflect the District's current costs for providing services.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the agreement shall remain operative and effective until terminated by: the commencement of fire protection and emergency medical and related services by the District to the City pursuant to an Agreement for Services; or, by either party with one year's written notice.

County Counsel has approved the Agreement as attached in significantly final form.

ENVIRONMENTAL DOCUMENTATION

This project is exempt from the California Environmental Quality Act (CEQA) as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board of Supervisors, and Section 15301 of the State CEQA Guidelines (Existing Facilities).

The Honorable Board of Supervisors 10/1/2019 Page 3

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Though approval of the recommended action will increase the District's incoming dispatch call to an estimated 1,830 per year, there will be no impact to current services.

CONCLUSION

Upon execution by your Board, please instruct the Acting Executive Officer, Clerk of the Board to return two (2) copies of the Minute Order and/or this approved letter, as applicable. Please forward the documents to the following:

Consolidated Fire Protection District of Los Angeles County Executive Office Attention: Debbie Aguirre, Chief of Staff 1320 N. Eastern Avenue Los Angeles, CA 90063

The District's contact can be reached at (323) 881-6180.

Respectfully submitted,

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DARYL L. OSBY FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:kc

Enclosures

c: Chief Executive Officer County Counsel Auditor-Controller

AGREEMENT BY AND BETWEEN THE

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE CITY OF VERNON FOR DISPATCH SERVICES

THIS AGREEMENT is made and entered into this _____ day of ______, 2019, 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, CITY has decided to annex to the FIRE DISTRICT for the provision of fire protection, hazardous materials, emergency medical, and all related services (collectively hereinafter referred to as "fire services") as authorized by Government Code Section 55632 and pursuant to the provisions of Section 56848.3 of the Government Code of the State of California; and

WHEREAS, on August 6, 2019, CITY approved an Agreement for Services by and between the Consolidated Fire Protection District of Los Angeles County and the City of Vernon (hereinafter referred to as "Agreement"); and

WHEREAS, it is contemplated that final approval of the Agreement by the Board of Supervisors of Los Angeles County as governing body of the FIRE DISTRICT (hereinafter referred to as "Board of Supervisors") will occur at the conclusion of the statutorily required public hearings; and

WHEREAS, CITY has requested fire dispatch services by the FIRE DISTRICT to begin prior to the transfer of fire services to the FIRE DISTRICT; and

WHEREAS, FIRE DISTRICT is authorized by the California Health & Safety Code Sections 13862 and 13878, to provide such services to CITY.

NOW, THEREFORE, IN CONSIDERATION of the covenants, representations and agreements set forth herein, the parties mutually agree as follows:

I. RESPONSIBILITIES

A. Responsibilities of FIRE DISTRICT. It shall be the responsibility of the FIRE

1	DISTRICT to operate the FIRE DISTRICT communication and dispatch system (DISTRICT			
2	SYSTEM) and to do all of the following for incidents within the City normally responded to by			
3	the Vernon Fire Department:			
4	1. Receive 9-1-1 and wireless emergency calls;			
5	2. Transfer 9-1-1 and wireless calls to other agencies as appropriate;			
6	3. Receive seven-digit emergency and direct connect (ring-down or party line)			
7	calls on numbers/circuits provided by CITY;			
8	4. Provide TDD and foreign language translation;			
9	5. Dispatch appropriate resources consistent with agreed upon run cards;			
10	6. Provide emergency medical dispatch pre-arrival and lifesaving protocols to			
11	callers as approved by the Los Angeles County Department of Health Services;			
12	7. Enter incident information into computer-aided dispatch system (CAD),			
13	including verified incident address/location, specific location information,			
14	informant's location, informant's telephone number, basic emergency information,			
15	appropriate text and type codes;			
16	8. Time stamp receipt of 911 calls, entry into CAD, dispatch, and all status changes			
17	from mobile units initiated on mobile data computers (MDCs), if equipped;			
18	9. Electronically document all incident and pertinent non-incident information;			
19	10. Provide routine and emergency voice communications;			
20	11. Track and record equipment status, location, and availability;			
21	12. Coordinate Area, Regional, and specific agency mutual aid, initial action, and			
22	automatic aid agreements for dispatch purposes only;			
23	13. Formulate, dispatch, and track strike team responses;			
24	14. Maintain CAD databases;			
25	15. Provide CAD and basic Management Information record (MIS records			
26	management and storage). The MIS records management system as indicated			
27	in #17 below.			
28	16. Coordinate and assist CITY to integrate existing or future Fire and Emergency			
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1	Medical Services (EMS) report with CAD data. If unable to integrate into 3rd
2	party technology, FIRE DISTRICT will provide access to NFIRS and EPCR
3	applications as needed:
4	a. Incident Module (Basic NFIRS) as needed
5	b. EPCR as needed;
6	17. Provide access to CAD information;
7	18. Provide access to unit histories, unit status, rosters, and information;
8	19. Request and coordinate mass casualty resources;
9	20. Notify and coordinate with other city departments and outside agencies as
10	required;
11	21. Provide recording and retention of radio and telephone transmissions
12	consistent with State law;
13	22. Provide an annual report of operations;
14	23. Provide management and supervision to achieve desired results;
15	24. Provide access to the Reddinet Hospital status system;
16	25. Provide one (1) fire station terminal modem CRT type system;
17	26. Provide one (1) Administrative Office terminal modem CRT type system;
18	27. Provide one (1) "Dispatch" printer at the CITY fire station;
19	28. Provide system hardware/software maintenance and dispatch services
20	comparable to other District fire resources; and
21	B. Responsibilities of CITY. It shall be the responsibility of CITY to do all of the
22	following:
23	1. Provide equipment, hardware, and software which interface with the DISTRICT
24	SYSTEM (unless otherwise agreed to by all Parties), which include but are not
25	limited to:
26	a. Telephone numbers and routing coordination with features consistent with the
27	DISTRICT SYSTEM (9-1-1 and seven digit lines);
28	b. Voice radio system comprised of a sufficient number of channels which

1	adequately covers the area of operation, using reliable equipment and sites;
2	c. Dispatching resources in all fire stations which receive and transmit voice
3	signals with features consistent with the DISTRICT SYSTEM;
4	d. Reliable voice system and mobile radios in all fire apparatus, with capabilities
5	and features consistent with the DISTRICT SYSTEM;
6	e. Reliable voice portable radios for all personnel, with the capabilities and
7	features consistent with the DISTRICT SYSTEM;
8	f. Geographic file information suitable for entry into DISTRICT CAD SYSTEM,
9	including street location data, plot, city maps and other landmark/common
10	place addresses, high value or brush areas, freeway information, and target
11	hazards.
12	2. Provide listing of all apparatus, including radio designations, cross-staffed
13	manned units and special response vehicles;
14	3. Provide dispatch tables, algorithms, file protocols, dispatch recommendations,
15	and move-ups to formulate dispatch recommendations;
16	4. Provide CITY Fire Department personnel list including titles, radio call signs,
17	office and home phone numbers, pager and cellular telephone numbers;
18	5. Provide a list of key CITY personnel and telephone directory;
19	6. Provide a list of receiving hospitals and access method for Paramedics;
20	7. Provide copies of mutual aid, automatic aid, initial action or other inter-agency
21	agreements;
22	8. Provide initial ongoing DISTRICT SYSTEM training to all radio users;
23	9. Provide copies of all applicable FCC licenses;
24	10. Comply with DISTRICT SYSTEM policies; and
25	11. Use DISTRICT SYSTEM incident type codes, priorities and categories.
26	II. EQUIPMENT
27	A. Start-up Costs and Equipment. FIRE DISTRICT's start-up costs shall include
28	utilizing existing CITY equipment and providing any additional hardware/software necessary to

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provide CITY with a dispatch system and service comparable to other FIRE DISTRICT resources.

B. Maintenance of Equipment. FIRE DISTRICT shall test, and maintain any and all equipment located in any fire station or fire apparatus owned and controlled by CITY to provide CITY with a dispatch system and service comparable to other FIRE DISTRICT resources.

C. Purchase of Future Equipment. If any of the CITY's existing equipment becomes damaged and/or is no longer feasible to maintain in the FIRE DISTICT's sole discretion, CITY shall be responsible for the replacement of such. In addition, as new technology becomes available, CITY may purchase new products to enhance the current level of service. CITY will provide written notice to FIRE DISTRICT of any anticipated purchase of new technology that will be connected to the DISTRICT SYSTEM. FIRE DISTRICT, in its sole discretion, may refuse to connect any new technology to the DISTRICT SYSTEM based on the lack of compatibility with the DISTRICT SYSTEM or if such technology compromises the security of the DISTRICT SYSTEM. CITY shall be responsible for all costs required to connect any new technology to the DISTRICT SYSTEM.

III. TERM

This Agreement shall become effective on ______ (EFFECTIVE DATE). The Agreement shall remain operative and effective until terminated in accordance with the termination provisions herein.

IV. COSTS

A. Per Incident Cost.

- Beginning with the EFFECTIVE DATE, CITY shall pay to the FIRE DISTRICT \$40.13 per incident (PER INCIDENT COST) for each incident dispatched by FIRE DISTRICT, regardless of the incident's disposition (for example, units cancelled en-route).
- 2. CITY shall pre-pay for FIRE DISTRICT dispatch services using an estimated number of 1,830 annual dispatched incidents. This 1,830 annual dispatched incident number is then multiplied by the PER INCIDENT COST for the total

amount due by the CITY to the FIRE DISTRICT.

- 3. On July 1st, 2020, the FIRE DISTRICT will calculate the total number of dispatched incidents in the previous fiscal year. The FIRE DISTRICT shall subtract or add the appropriate number of dispatched incidents above or below 1,830 multiplied by the PER INCIDENT COST, for the fiscal year in which the dispatch occurred, to/from the billable amount due for the next fiscal year.
- Each July 1st thereafter, the PER INCIDENT COST shall be adjusted by the FIRE DISTRICT to reflect the FIRE DISTRICT's current costs for providing services. See PER INCIDENT COST Calculation Formula as detailed on Exhibit A attached hereto.

B. Start-up Costs.

CITY shall be responsible for all start-up costs as determined by the FIRE DISTRICT at changeover of service. Start-up costs are estimated to be \$333,856 as detailed on **Exhibit B** attached hereto. An initial partial payment for the start-up costs of \$112,000 shall be due at system activation. The remaining balance will be added to the City's conversion costs obligation pursuant to the Agreement for Services. In the event an Agreement for Services is not effectuated by July 1, 2020, the balance of the start-up costs will be due July 31, 2020.

C. Billing. Pursuant to California Health & Safety Code Section 13878, the FIRE DISTRICT will bill the first year in advance, wherein the FIRE DISTRICT will bill year one based on the estimated 1,830 average calls per year. Each year thereafter, the FIRE DISTRICT will bill based on the previous fiscal year's call total. If the actual incident count is fewer than the estimated incident count, the FIRE DISTRICT shall credit the CITY for the difference, which amount shall be deducted from the subsequent fiscal year's annual invoice. If the actual incident count is greater than the estimated incident due to the DISTRICT will be added to the CITY's subsequent fiscal year's annual invoice. The CITY shall be billed by written invoice for the PER INCIDENT COST. All invoices shall be payable

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1	within thirty (30) days after receipt by CITY. All payments shall be sent to the FIRE			
2	DISTRICT at:			
3	Consolidated Fire Protection District of Los Angeles County			
4	P.O. Box 54750			
5	Los Angeles, CA 90054			
6	D. No Cost to FIRE DISTRICT. Nothing in this Agreement shall be construed to			
7	require FIRE DISTRICT to incur any non-reimbursable cost and/or expense for the			
8	purpose of implementing this Agreement, or any of its provisions, or to require the			
9	DISTRICT SYSTEM to modify, alter, add to, remove or transform any of its existing			
10	equipment, system or facilities to implement any of the provisions of this Agreement.			
11	It is the intent of this Agreement, and the Parties acknowledge and agree, that any			
12	such changes modifications or alterations shall be at the sole cost of CITY.			
13	V. INDEMNITY			
14	A. Assumption of Risk. Each Party to this Agreement assumes full and sole			
14 15	A. Assumption of Risk. Each Party to this Agreement assumes full and sole responsibility for all risks of injury and damages, including damage to all operating			
15	responsibility for all risks of injury and damages, including damage to all operating			
15 16	responsibility for all risks of injury and damages, including damage to all operating equipment, arising from its own operation and use of and its own repairs and			
15 16 17	responsibility for all risks of injury and damages, including damage to all operating equipment, arising from its own operation and use of and its own repairs and maintenance performed on the equipment and each shall be solely responsible for all			
15 16 17 18	responsibility for all risks of injury and damages, including damage to all operating equipment, arising from its own operation and use of and its own repairs and maintenance performed on the equipment and each shall be solely responsible for all claims, liability, loss, suits, damages, costs, and expenses (including attorneys' fees and			
15 16 17 18 19	responsibility for all risks of injury and damages, including damage to all operating equipment, arising from its own operation and use of and its own repairs and maintenance performed on the equipment and each shall be solely responsible for all claims, liability, loss, suits, damages, costs, and expenses (including attorneys' fees and costs of litigation) and personal injuries (including death at any time) resulting directly or			
15 16 17 18 19 20	responsibility for all risks of injury and damages, including damage to all operating equipment, arising from its own operation and use of and its own repairs and maintenance performed on the equipment and each shall be solely responsible for all claims, liability, loss, suits, damages, costs, and expenses (including attorneys' fees and costs of litigation) and personal injuries (including death at any time) resulting directly or indirectly from, or arising out of, its own operation and use of and its own repairs and			
 15 16 17 18 19 20 21 	responsibility for all risks of injury and damages, including damage to all operating equipment, arising from its own operation and use of and its own repairs and maintenance performed on the equipment and each shall be solely responsible for all claims, liability, loss, suits, damages, costs, and expenses (including attorneys' fees and costs of litigation) and personal injuries (including death at any time) resulting directly or indirectly from, or arising out of, its own operation and use of and its own repairs and maintenance performed on the equipment and accessories. Each Party shall bear the			
 15 16 17 18 19 20 21 22 	responsibility for all risks of injury and damages, including damage to all operating equipment, arising from its own operation and use of and its own repairs and maintenance performed on the equipment and each shall be solely responsible for all claims, liability, loss, suits, damages, costs, and expenses (including attorneys' fees and costs of litigation) and personal injuries (including death at any time) resulting directly or indirectly from, or arising out of, its own operation and use of and its own repairs and maintenance performed on the equipment and accessories. Each Party shall bear the full legal and financial responsibility for its own conduct, actions and omissions carried			
 15 16 17 18 19 20 21 22 23 	responsibility for all risks of injury and damages, including damage to all operating equipment, arising from its own operation and use of and its own repairs and maintenance performed on the equipment and each shall be solely responsible for all claims, liability, loss, suits, damages, costs, and expenses (including attorneys' fees and costs of litigation) and personal injuries (including death at any time) resulting directly or indirectly from, or arising out of, its own operation and use of and its own repairs and maintenance performed on the equipment and accessories. Each Party shall bear the full legal and financial responsibility for its own conduct, actions and omissions carried out in the performance of that Party's obligations and responsibilities under this			
 15 16 17 18 19 20 21 22 23 24 	responsibility for all risks of injury and damages, including damage to all operating equipment, arising from its own operation and use of and its own repairs and maintenance performed on the equipment and each shall be solely responsible for all claims, liability, loss, suits, damages, costs, and expenses (including attorneys' fees and costs of litigation) and personal injuries (including death at any time) resulting directly or indirectly from, or arising out of, its own operation and use of and its own repairs and maintenance performed on the equipment and accessories. Each Party shall bear the full legal and financial responsibility for its own conduct, actions and omissions carried out in the performance of that Party's obligations and responsibilities under this Agreement.			

C. Liability for Mutual/Automatic Aid. Notwithstanding any other provisions of this

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Agreement, CITY shall indemnify defend and hold harmless FIRE DISTRICT from and against any claims or liability, including death, injury or property damage, and including the costs of defense arising out of the making of any calls initiating any contact, or other actions or omissions relating to dispatching Area Regional and/or specific agency mutual aid and/or automatic aid whenever such aid is contacted or otherwise summoned to respond from outside of the jurisdiction of CITY. The Parties acknowledge and agree that whenever such mutual aid and/or automatic aid is contacted or otherwise summoned by FIRE DISTRICT, such contact is made as a courtesy in order to facilitate the implementation of such mutual aid and/or automatic aid and is not intended to create any liability on the part of FIRE DISTRICT.

VI. INSURANCE

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The Parties agree to obtain and maintain at their own cost during the term hereof policies of insurance, or programs of self-insurance, covering their respective liability under this agreement as follows:

A. General Liability:

(1) Each occurrence	\$1,000,000
(2) Products/Completed Operations Aggregate	\$5,000,000*
(3) Personal & Advertising Injury	\$1,000,000
(4) General Aggregate	\$2,000,000

*\$1,000,000 for comprehensive form

If the above insurance is written on a claims made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this agreement.

B. <u>Business Automobile Liability</u>. Business automobile liability insurance. For owned,
scheduled, non-owned, or hired automobiles with a combined single limit of not less than
\$1,000,000.

C. <u>Workers' Compensation</u>. Workers' compensation insurance as required by
California law.

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VII. CONFIDENTIALITY

A. The Parties shall keep confidential any information provided by the other Party and marked "Confidential Information," or any information conveyed orally by the disclosing party to the non-disclosing party with notification of its confidentiality, and followed by a written communication within five (5) days affirming that information as Confidential Information. This paragraph shall not apply to any of the following:

- 1. Information which a Party can demonstrate by written records was known to the non-disclosing Party prior to the effective date of this Agreement:
- 2. Information that is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other act or omission of the non-disclosing Party; or
- 3. Information that is obtained lawfully from a third party.

B. Should either Party receive a Public Records Act request from records that the other Party has marked as "Confidential Information" the Party receiving the request shall notify the other Party and the other Party shall then determine whether such information shall be released. If the Party determines that the information cannot or should not be released, then that Party shall be responsible for notifying the requesting person in writing and taking such action as that Party may deem appropriate to defend its determination to maintain the confidentiality of the record(s).

VIII. RECORDS, INSPECTIONS AND AUDITS

The Parties and their authorized representatives shall have the right to examine records related to this agreement for a period of four (4) years after the final payment hereunder. Each Party shall maintain and make available to the other accurate records and documents relative to its activities pursuant to this agreement. Each shall allow the other to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records or other data related to all other matters covered by this Agreement. Each Party shall maintain such data and records in an accessible location and condition for a period of not less than four (4) years from the date of final payment or until after the conclusion of any

1 audit, whichever occurs last.

IX. TERMINATION

A. This Agreement shall be terminated:

- Upon the commencement date of services pursuant to the Agreement for Services By and Between the Fire District and the City; or
- 2) By either party to this Agreement by giving written notice of such intent to the other party, with or without cause, at least one (1) year prior to the effective date of such termination.

Upon termination of this Agreement pursuant to paragraph 1 above, the FIRE DISTRICT will refund to the CITY any prepaid incident costs pursuant to Section IV herein via a credit on the City's Annual Fee for Services as defined in the Agreement for Services.

X. GENERAL PROVISIONS

A. Entire Agreement. This Agreement supersedes any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof and no other Agreement, statement, or promise relating to the subject matter of the Agreement, which is not contained herein shall be valid or binding. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments.

B. Interpretation. This Agreement is the product of negotiation and compromise on each Party's part. Every provision in this Agreement shall be interpreted as though the Parties equally participated in its drafting. Therefore, notwithstanding the provisions in California Civil Code Section 1654 to the contrary, if this Agreement's language is uncertain, the Agreement shall not be construed against the Party causing the uncertainty to exist.

C. Governing Law Venue. The validity of this Agreement and any of its terms or provisions, as well as the duties of the Parties hereunder, shall be governed by the laws of the State of California. Venue for any litigation shall be Los Angeles County, California.

D. Severability. Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts,

terms and provisions hereof shall remain in full force and effect and shall in no way be
 invalidated, impaired or affected thereby.

E. Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which he/she/it may be entitled. "Prevailing party" means a party who dismisses the action or proceeding in exchange for payment of a sum(s) allegedly due; performance of the term(s) or covenant(s) allegedly breached or violated; or consideration substantially equal to the relief sought in the action.

F. Waiver of Breach. The waiver of either Party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision.

G. Assignment. Nothing under this Agreement shall be construed to give any rights or benefits to any party other than FIRE DISTRICT and CITY. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of FIRE DISTRICT and CITY, and not for the benefit of any other party. Neither of the Parties shall assign any right or interest in this Agreement, and shall not delegate any duty owed, without the other Party's prior written consent.

Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the non-breaching Party may immediately terminate or suspend this Agreement. In the event FIRE DISTRICT or CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform and be bound by this Agreement's covenants, conditions, obligations, and provisions.

H. Successors and Assigns. Subject to the provisions regarding assignment, this
 Agreement shall be binding on the heirs, executors, administrators, successors and assigns of
 the respective Parties.

I. Time is of the Essence. Whenever a task is to be performed by the Parties herein, the same shall be performed consistent with any time constraints set forth hereunder, including

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exhibits, time being considered of essence of this Agreement. Unless otherwise specified in this Agreement, all "days" refer to calendar days.

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J. Force Majeure. Neither of the Parties shall be considered in default in the performance of its obligations hereunder if such obligations were prevented or delayed by any cause, existing or future, beyond the reasonable control of such Party, which includes, but is not limited to, acts of God, labor disputes, or civil unrest. Any delays beyond the control of the Parties shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

9 **K.** Notice. Notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address 10 indicated below; or on the third (3rd) business day following deposit, postage prepaid, using 11 12 certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office; or when sent via facsimile to a Party at the facsimile number set forth below or to such other or 13 future facsimile number provided in the notice sent under the terms of this paragraph, on the 14 date of transmission of that facsimile. Should either of the Parties have a change of address, it 15 shall immediately notify the other Party in writing of such change, provided, however, that each 16 address for notice must include a street address and not merely a post office box. All notices, 17 18 demands or requests shall be given to the following addresses:

Consolidated Fire Protection District of Los Angeles County 19 Attention: Daryl L. Osby, Fire Chief 20 1320 N. Eastern Avenue Los Angeles, CA 90063 21 Fax: (323) 265-9948 22 City of Vernon 23 Attention: Carlos Fandino, City Administrator 4305 Santa Fe Avenue 24 Vernon, CA 90058 25 Fax: (323) 826-1407 26 // 27 \parallel 28 //

1	IN WITNESS WHEREOF, this Agreement to be executed by each Party on the day and				
2	year written below, and is effective and operative upon the date that it is fully executed by both				
3	parties whichever date of execution by either party is later.				
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5	CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY	CITY OF VERNON			
6					
7	By Daryl L. Osby, Fire Chief	By Melissa Ybarra, Mayor			
8	Daryl L. Osby, Fire Chief	Melissa Ybarra, Mayor			
9	Data	Data			
10	Date	Date			
11					
12		ATTEST:			
13					
14		By			
15		By Deborah Harrington, Interim City Clerk			
16					
17	APPROVED AS TO FORM:	APPROVED AS TO FORM:			
18	MARY C. WICKHAM				
19	County Counsel				
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21	By Christina Angeles, Principal Deputy	By Hema Patel, City Attorney			
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26	F\PlanningjVernon\Vernon Dispatch Agreement				
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FIRE DISTRICT FISCAL YEAR 2019-20 PER INCIDENT DISPATCH COST CITY OF VERNON

Position	No. of Positions	Annual Max. Salary (1)	Total Salary
Assistant Fire Chief (4)	1	\$247,416	\$247,416
Senior Secretary III	1	65,124	65,124
Administrative Assistant II	1	69,099	69,099
Supervising Fire Dispatcher (5)	14	80,383	1,125,359
Fire Dispatcher II (5)	78	72,117	5,625,140
Fire Dispatcher Specialist (5)	4	78,042	312,169
Head Fire Dispatcher (5)	1	84,851	84,851
Communications Services Analyst	1	89,524	89,524
Telecommunications Systems Consult Eng	g 1	131,833	131,833
	Salary Employee Benefits:		7,750,516
	⁽²⁾ Safety	73.44%	181,703
	⁽³⁾ General	62.51%	4,690,518
			4,872,220
	⁽⁷⁾ Dept. Overhead Rate	42.34%	3,281,724
	Total Cost		15,904,461
	⁽⁶⁾ Incidents Dispatched Estimated cost per call		396,320 \$40.13

(1) Annual Salary includes the Board-approved COLA of 2% effective October 1, 2018 and 2.5% effective July 1, 2019 for the Assistant Fire Chief; 2% effective October 1, 2018 and 2.5% effective October 1, 2019 for the Sr. Secretary III, Admin. Assistant II and Head Fire Dispatcher positions. The remaining positions include an assumed COLA of 2% effective October 1, 2018 and 2.5% effective October 1, 2019. The Annual Salary also includes 2019-20 Step Variance of 111.9838% for the Assistant Fire Chief and 93.2334% for all others.

(2) Employee Benefits for Asst. Fire Chief based on the Auditor approved 2019-20 IER Safety EB (73.4400%).

(3) Employee Benefits for all others based on the Auditor approved 2019-20 Indirect Expense Rate (IER) General EB (62.5144%).

(4) The Assistant Fire Chief's salary includes the 5.5% EMT and 3.0% FFL Bonus.

(5) These items include EMD Bonus of 7.50% based on the Memorandum of Understanding for barganing unit

603 and 604, effective June 1, 2016, Article 9, Section 5 (29 Standard Salary Levels).

(6) Based on LACoFD 2018 Statistical Summary.

(7) The Department Overhead Rate is based on the 2019-20 IER Group IV Rate (42.3420%).

EXHIBIT B

FIRE DISTRICT FISCAL YEAR 2019-20 ESTIMATED START UP COSTS FOR DISPATCHING SERVICES CITY OF VERNON

Costs for equipping four fire stations comprised of four 3-man engines, one 4-man truck, one 2-man rescue ambulance, one Hazardous Materials unit, and one USAR vehicle

Equipment	Number of Units	Unit <u>Cost</u>	2019-20 <u>Est. Cost</u>
Communications: CradlePoint Modem MDC EPCR Vehicle Data Installation Radios (installation, testing and prog.) Headset Installation Quality Assurance Testing	8	\$21,917	\$175,336
Station SCUs	4	\$16,500	\$66,000
Station 76 Telecom and Installation	1	\$23,925	\$23,925
Station 77 Telecom and Installation	1	\$24,145	\$24,145
Station 78 Telecom and Installation	1	\$22,225	\$22,225
Station 77 Telecom and Installation	1	\$22,225	<u>\$22,225</u>
		Total Cost	<u>\$333,856</u>