



DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN

## COUNTY OF LOS ANGELES FIRE DEPARTMENT

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

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

### BOARD OF SUPERVISORS

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FIFTH DISTRICT

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

38 June 23, 2020

CELIA ZAVALA  
EXECUTIVE OFFICER

June 23, 2020

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:

### **ANNEXATION OF THE CITY OF VERNON TO 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 the Board of Supervisors' (Board) approval of a Resolution Making Application to the Local Agency Formation Commission (LAFCO) for the Annexation of the City of Vernon (City) to the District, a Sphere of Influence Amendment for the District, and a Joint Resolution of the Board and the City Accepting Exchange of \$0 Property Tax Revenue Resulting from Annexation of the City to the District (Annexation No. 2020-03). The District is also requesting the Board delegate authority to the District Fire Chief to enter into the Agreement for Services by and between the District and the City (Agreement for Service) upon the successful conclusion of the LAFCO proceedings for the annexation of the City to the District.

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

1. Adopt the Resolution Making Application to LAFCO for the Annexation of the City to the District, Annexation No. 2020-03, the City of Vernon, and a Sphere of Influence Amendment for the District.
2. Adopt the Joint Resolution of the Board of Supervisors of the County of Los Angeles and the City Accepting Exchange of \$0 Property Tax Revenue Resulting from Annexation No. 2020-03 to the District.
3. Delegate authority to the Fire Chief, or his designee, to execute the attached Agreement for

Services upon the successful conclusion of LAFCO's proceedings for the annexation of the City to the District, and authorize the Fire Chief to execute amendments, as approved as to form by County Counsel.

4. Find that this project is categorically exempt from the California Environmental Quality Act, Section 15320, Class 20 of the California Administrative Code.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On November 12, 2013, your Board approved a Feasibility Study prepared by the District for the provision of fire protection, paramedic, and incidental services to the City and authorized the District to provide an approved copy to the City. In this action your Board also authorized the District to proceed with negotiations at the City's request to develop an agreement for service. The District and the City have successfully concluded negotiations and the City of Vernon Council (City Council) voted on May 19, 2020, to proceed with annexation of the City to the District and to approve the Agreement for Service.

The District is now requesting that your Board approve the Resolution Making Application to LAFCO which is required to commence annexation proceedings. The Joint Resolution Accepting Exchange of \$0 Property Tax Revenue is statutorily required for annexations and will result in no exchange of revenues since funding for service will be provided for in the attached Agreement for Service. Once the annexation is approved by LAFCO, the Fire Chief will execute the Agreement for Service with the City of Vernon.

#### **Implementation of Strategic Plan Goals**

This action addresses the County's Strategic Plan Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, as the annexation of the City of Vernon to the District would provide reciprocal benefits to both agencies.

#### **FISCAL IMPACT/FINANCING**

The initial estimated annual 2020-21 City service cost is \$14.1 million as detailed in the Agreement for Services. In recognition of the regional benefits to the District of the additional on duty paramedics and truck company which will be assigned in the City, the District has agreed to share 50% of the annual cost of the paramedic squad and the annual staffing cost of one firefighter post position assigned to the truck company. The District's full year's estimated 2020-21 cost for these added resources would be \$1.5 million. As part of the City's annual cost of \$14.1 million, the City will pay the District \$3.7 million to offset overhead costs.

There is no impact to net County cost.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The City Council voted on May 19, 2020, to proceed with the annexation of the City to the District.

The highlights of the Agreement for Service are as follows:

- ☐ The initial agreement term shall be a minimum of ten (10) years.
- ☐ The District will provide emergency services to the City from two of the City's fire stations with one engine company staffed with four personnel, one engine company staffed with three personnel, one truck company staffed with four personnel, and one paramedic squad staffed with two fire fighter paramedics, for a total operations staffing of thirteen uniformed personnel on duty daily. The City will also fund 0.5 of a Fire Prevention Captain position, 3 Fire Prevention Inspectors (Fire Fighter Specialist), and 0.5 of a Plan Checker (Fire Prevention Engineering Assistant) position.
- ☐ All medically qualified City firefighting personnel will transfer into District service in accordance with the current provisions of State law, County Charter, County Codes, and blanketing-in policies.
- ☐ All City apparatus, equipment, and inventory as needed to provide service to the City will be transferred from the City to the District with a reversionary clause should the City ever withdraw from the District.
- ☐ The initial estimated annual 2020-21 City service cost of \$14.1 million will be adjusted annually to reflect actual costs of service.
- ☐ A maximum annual fee increase (payment cap) which permits a carryover from year to year of the fee increase that exceeds the payment cap is set at 4% per year for the first 5 years and is adjusted in subsequent years based on a formula that ensures all deferred amounts shall eventually be paid to the District.

County Counsel has approved both resolutions and the Agreement for Services as to form.

### **ENVIRONMENTAL DOCUMENTATION**

This project is categorically exempt from the California Environmental Quality Act, Section 15320, Class 20 of the California Administrative Code. A Notice of Exemption is attached.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Annexation of the City to the District would provide benefits to both agencies, including:

Specialized District resources such as hazardous materials and urban search and rescue squads are constantly staffed and would be available to respond within the City as needed. Within 5 miles of the City, 31 Fire District units are constantly staffed and would respond to major or simultaneous incidents within the City.

The paramedic squad and truck company assigned in the City would be available to respond to the adjacent Fire District areas which experience high call volumes. Specifically, the Fire District served cities of Huntington Park, Maywood, Bell, and Commerce, as well as the unincorporated communities of Florence, Walnut Park and East Los Angeles would benefit from the proximity of the resources assigned to the Vernon fire stations which would be available as second due and back up units when simultaneous or large-scale incidents occur within the vicinity.

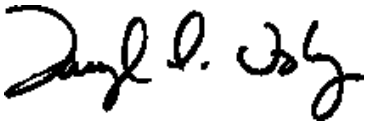
**CONCLUSION**

Please instruct the Executive Officer of the Board to submit one (1) adopted copy of this Board letter, one certified copy of the Resolution making Application to LAFCO and one originally executed Joint Property Tax Transfer Resolution to the Local Agency Formation Commission, and two (2) adopted copies of this Board letter and two (2) executed copies of both resolutions to the following:

Consolidated Fire Protection District  
Attention: Debbie Aguirre, Chief of Staff  
1320 North Eastern Avenue  
Los Angeles, CA 90063

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Daryl L. Osby". The signature is fluid and cursive, with the first name "Daryl" being more prominent.

DARYL L. OSBY  
FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:mv

Enclosures

c: Chief Executive Officer  
County Counsel  
Auditor-Controller

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY  
OF LOS ANGELES AS THE BOARD OF DIRECTORS OF THE  
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY  
MAKING APPLICATION FOR THE ANNEXATION OF TERRITORY TO  
SAID DISTRICT FOR ANNEXATION 2020-03, THE CITY OF VERNON AND THE  
AMENDMENT OF THE SPHERE OF INFLUENCE FOR THE  
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**

**WHEREAS**, the Board of Directors of the Consolidated Fire Protection District of Los Angeles County (District) desires to request an amendment to the sphere of influence of the District and initiate a proceeding for the annexation to said District of the territory hereinafter described pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 commencing with Section 56000 of the California Government Code;

**NOW, THEREFORE**, the Board of Directors of the Consolidated Fire Protection District of Los Angeles County DOES HEREBY RESOLVE AND ORDER as follows:

**SECTION 1.** Application and a proposal are hereby made to the Los Angeles County Local Agency Formation Commission for an amendment to the Consolidated Fire Protection District of Los Angeles County's sphere of influence to include the City of Vernon.

**SECTION 2.** Application and a proposal are hereby made to the Los Angeles County Local Agency Formation Commission for the annexation of the City of Vernon to the Consolidated Fire Protection District of Los Angeles County. The boundaries of such territory are as described in the attached legal description.

- (a) The reason for this proposal is to provide fire protection, emergency medical, and related services to the City of Vernon.
- (b) The following are affected counties, cities, and districts: the City of Vernon and the Consolidated Fire Protection District of Los Angeles County.

**SECTION 3.** The proposed annexation is subject to the following:

- (a) The general terms and conditions of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 commencing with Section 56000 of the California Government Code and the applicable sections of the Revenue and Taxation Code pertaining to special districts, in particular, Section 95, et seq., of the Revenue and Taxation Code (Allocation of Property Tax Revenues) of which Section 99 pertains to jurisdictional changes.

- (b) Agreement for Services between the City of Vernon and the Consolidated Fire Protection District of Los Angeles County.

**SECTION 4.** The Executive Officer-Clerk of the Board of Supervisors is hereby authorized and directed to file a certified copy of this resolution with the Executive Officer of the Los Angeles County Local Agency Formation Commission.

APPROVED AND ADOPTED THIS 23<sup>Rd</sup> DAY OF JUNE, 2020,  
BY THE FOLLOWING VOTE:

Ayes: Supervisors Solis, Ridley-Thomas, Kuehl, Hahn and Barger

Noes: NONE

Absent: NONE

ATTEST:

CELIA ZAVALA, EXECUTIVE OFFICER-  
CLERK OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF LOS ANGELES

By

Lachelle Smitherman  
Deputy



APPROVED AS TO FORM:

MARY C. WICKHAM  
COUNTY COUNSEL

By

[Signature]  
Deputy

**EXHIBIT "A"**

**ANNEXATION NO. 2020-03  
TO THE CONSOLIDATED FIRE PROTECTION DISTRICT  
OF LOS ANGELES COUNTY  
(VERNON)**

Those parcels of land located within, and comprised of the area coterminous to, the current boundary of the City of Vernon, as same existed on May 19, 2020.

Containing: 3296.9 Acres  
5.15 Square Miles



1                   **AGREEMENT FOR SERVICES BY AND BETWEEN THE**  
2                   **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**  
3                   **AND THE CITY OF VERNON**

4           **THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by  
5 and between the Consolidated Fire Protection District of Los Angeles County, hereinafter  
6 referred to as the "FIRE DISTRICT," and the City of Vernon, hereinafter referred to as the  
7 "CITY."

8                   **W I T N E S S E T H**

9           WHEREAS, the CITY has decided to contract with the FIRE DISTRICT for fire  
10 protection, hazardous materials, emergency medical, and all related services as authorized by  
11 California Government Code Section 54981, and the FIRE DISTRICT is authorized to provide  
12 such services pursuant to California Health and Safety Code Section 13800, et. seq;

13           WHEREAS, it is the desire of the CITY to receive regional fire protection services from  
14 the FIRE DISTRICT due to the benefits afforded by regional service delivery; and

15           WHEREAS, it is the desire of the parties hereto to address, by this Agreement, all  
16 matters which are related to a contract for services to be provided to the CITY by the FIRE  
17 DISTRICT.

18   **SECTION I.   AGREEMENT EFFECTIVE DATE AND TERM**

19           (A) The effective date of this Agreement shall be the date of approval by the FIRE  
20 DISTRICT, which is \_\_\_\_\_, and this Agreement shall continue in  
21 effect until such time as this Agreement is terminated or otherwise renegotiated.

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

25           (C) The date of annexation of the CITY to the FIRE DISTRICT shall be the date of  
26 recordation of annexation documents which shall be on or near the commencement date of  
27 services.

28           (D) This Agreement shall remain in effect for a minimum of ten (10) years from the

1 commencement date of services ("Initial Ten-Year Term"). Subsequent to this Initial Ten-Year  
2 Term, this Agreement shall be automatically renewed for one-year periods. Either party may  
3 terminate this Agreement any time after the expiration of the Initial Ten-Year Term upon one  
4 year's written notice as provided in Subsection (E) of this Section I, subject to the terms and  
5 conditions of this Agreement.

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

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

20 (G) A review of the Agreement terms may be initiated at any time by either party, upon  
21 five (5) days written notice to the other. Any modifications made to this Agreement shall be  
22 upon written consent of both parties by the Fire Chief of the FIRE DISTRICT and the City  
23 Administrator of the CITY. The parties agree to negotiate in good faith and deal fairly with  
24 respect to performance under this Agreement and with respect to any proposed modifications  
25 to this Agreement.

## 26 **SECTION II. SERVICES**

27 (A) Services to be provided by the FIRE DISTRICT to the CITY shall include fire  
28 protection, hazardous materials services, emergency medical services which include

1 paramedic services, fire code and related code enforcement, fire cause and arson  
2 investigation, plus all FIRE DISTRICT support services including, but not limited to,  
3 supervision, dispatching, training, equipment maintenance, supplies, and procurement,  
4 collectively referred to as "Services." The CITY will not be charged for on-duty personnel  
5 reassigned from fire stations outside of the CITY to staff events in the CITY. The FIRE  
6 DISTRICT's cost for Fire Safety Officers (FSOs) or augmented staffing assigned to special  
7 events held in the CITY will be charged to the CITY for CITY-sponsored events or to non-CITY  
8 entities, whichever is the appropriate organization, as the cost for such augmented services is  
9 not included in the CITY's Annual Fee.

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

14 (C) The engine companies assigned to the CITY Fire Stations as listed on Schedule 3  
15 attached hereto shall carry automatic external defibrillators, and all firefighting personnel shall  
16 be certified as Emergency Medical Technician-1. The minimum daily staffing level in the CITY  
17 as indicated on Schedule 2 herein is as follows: one engine company staffed with four  
18 personnel (one fire captain, one fire fighter specialist, and two fire fighters); one engine  
19 company staffed with three personnel (one fire captain, one fire fighter specialist, and one fire  
20 fighter); one truck company staffed with four personnel, (one fire captain, one fire fighter  
21 specialist and two fire fighters); and one paramedic squad staffed with two fire fighter  
22 paramedics, for a total operations staffing of thirteen uniformed personnel on duty daily in the  
23 CITY. This staffing level may be modified by mutual written agreement of the Fire Chief of the  
24 FIRE DISTRICT and City Administrator of the CITY pursuant to Section XI.

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

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

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

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

18 (H) The FIRE DISTRICT shall annually inspect all fire hydrants within the CITY to  
19 ensure that fire hydrants are mechanically operable and capable of delivering water. The FIRE  
20 DISTRICT shall notify the CITY's water purveyors, in writing, of any maintenance requirements  
21 as soon as possible after such inspections and at any other times the FIRE DISTRICT  
22 becomes aware of maintenance or repair requirements. The FIRE DISTRICT shall not be  
23 liable to pay any CITY water purveyor for hydrant installation, use, repair, maintenance, or  
24 rental fees or any other related costs or expenses except if damage results from the FIRE  
25 DISTRICT'S negligent use of said fire hydrants.

26 (I) The transference of applicable 9-1-1 calls to the FIRE DISTRICT shall be done  
27 immediately upon receipt by the CITY's Public Safety Answering Point (PSAP) and shall be  
28 performed without cost to the FIRE DISTRICT. The CITY shall be responsible for all costs

1 associated with connecting ring-down circuits from its PSAP to the FIRE DISTRICT's circuit.

2 (J) The FIRE DISTRICT shall provide to the CITY quarterly and annual statistical  
3 response information reports. The criteria utilized in the preparation of such reports shall be  
4 determined by the CITY ADMINISTRATOR and the FIRE DISTRICT's jurisdictional Assistant  
5 Fire Chief.

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

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

### 12 **SECTION III. ANNUAL FEE FOR SERVICES**

13 (A) The CITY shall pay an Annual Fee for FIRE DISTRICT Services, hereinafter  
14 referred to as "Annual Fee." As provided for in the California Health and Safety Code Section  
15 13878, the FIRE DISTRICT shall be paid monthly, in advance, from funds of the CITY for the  
16 performance of the services referred to in Section II, hereof. The Annual Fee shall be  
17 determined by the method specified in Schedule 2, attached hereto and made a part hereof.  
18 The CITY shall pay the FIRE DISTRICT one-twelfth (1/12) of the estimated or actual Annual  
19 Fee monthly, in advance, on or before the first day of each month. The one-year period for  
20 payment of the Annual Fee is defined as July 1 through June 30, herein referred to as "Fiscal  
21 Year."

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

27 (C) As soon as actual cost information is available, the FIRE DISTRICT shall provide  
28 the CITY a statement of the actual Annual Fee for providing Services during the current fiscal

1 year. If the Annual Fee is less than the Preliminary Annual Fee, the FIRE DISTRICT shall  
2 credit the CITY for the difference, which amount shall be deducted from the first monthly  
3 invoice and, if applicable, the following monthly invoices subsequent to the statement of the  
4 Annual Fee. If the Annual Fee is greater than the Preliminary Annual Fee, the additional  
5 amount due the FIRE DISTRICT will be paid by the CITY during the subsequent fiscal year as  
6 follows: One-twelfth (1/12) of such additional Annual Fee amount due to the FIRE DISTRICT  
7 shall be added and paid in each of the CITY's subsequent twelve (12) monthly payments.

8 (D) A limitation shall be placed on increases in the amount of Annual Fee to be paid by  
9 the CITY each year, hereinafter referred to as "Annual Fee Limitation." For purposes of  
10 calculation of the Annual Fee Limitation, the Annual Fee shall not include any conversion  
11 costs, credits, or rebates of any kind. The Annual Fee Limitation shall be subject to annual  
12 changes after the initial five-year period of this Agreement commencing with the  
13 commencement date of services ("Initial Five-Year Period") as described below. During the  
14 Initial Five-Year Period, the Annual Fee Limitation shall not exceed four percent (4%) per  
15 Fiscal Year. At the conclusion of the Initial Five-Year Period, the FIRE DISTRICT will meet  
16 with the CITY to discuss cost trends and increases that will impact the CITY's Annual Fee.  
17 During the sixth year of this Agreement, the Annual Fee Limitation shall be the average of the  
18 immediately preceding four years' percentage increases in the Annual Fee plus one percent  
19 (1%). During the seventh year of this Agreement and each subsequent Fiscal Year, the  
20 Annual Fee Limitation shall be the average of the immediately preceding five years'  
21 percentage increases in the Annual Fee plus one percent (1%).

22 (E) In any year where the CITY's Annual Fee, as specified in Section III, Subsection (C)  
23 hereinabove, exceeds the preceding Fiscal Year's Annual Fee plus the applicable Annual Fee  
24 Limitation, hereinafter referred to as "Annual Fee Limitation Excess," payment of the Annual  
25 Fee Limitation Excess shall be deferred to a subsequent future Fiscal Year(s) where the  
26 increase in the Annual Fee for that Fiscal Year over the preceding Fiscal Year is less than the  
27 Annual Fee Limitation. The Annual Fee Limitation Excess will be paid by the CITY in any  
28 subsequent Fiscal Year(s) to the extent the Annual Fee increase in that Fiscal Year is less

1 than the Annual Fee Limitation for that Fiscal Year. One-twelfth (1/12) of such Annual Fee  
2 Limitation Excess shall be added and paid in each of the CITY's twelve (12) monthly payments  
3 for the subsequent Fiscal Year(s).

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

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

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

19 State of California Board of Equalization \$ 500.00

20 County of Los Angeles Local Agency  
21 Formation Commission \$ 8,500.00

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

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

28 (I) The FIRE DISTRICT shall invoice the CITY at least thirty (30) days in advance of any

1 scheduled monthly payment. Payment of all invoices under this Agreement shall be due and  
2 payable thirty (30) days from the date of invoice (hereinafter referred to as "due date").

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

4 City of Vernon  
5 4305 Santa Fe Avenue  
6 Vernon, CA 90058  
Attention: Carlos Fandino, City Administrator

7 Payments shall be sent to the FIRE DISTRICT at:

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

10 General notices shall be sent to the FIRE DISTRICT at:

11 Fire Chief Daryl L. Osby  
12 Los Angeles County Fire Department  
13 1320 North Eastern Avenue  
Los Angeles, CA 90063-3294

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

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

18 Divide the Annual Fee by 365 days (daily rate) and multiply  
19 the daily rate by the number of days remaining in the month  
20 as of the commencement date of services.

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

27 The interest payment shall be computed as follows:

28 //

$$\frac{\text{No. of Days Late}}{365 \text{ Days}} \times \text{Prime Lending Rate} \times \$ \text{Amount of Payment} = \text{Late Payment Interest Charge}$$

(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 shall be FIRE DISTRICT revenues with the exception of 1) 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 or 2) any applicable fire prevention fees related to Fire Prevention staffing allocated to the CITY which will be passed through as an annual credit to the CITY by the FIRE DISTRICT via a credit on the CITY's Annual Fee (minus a five percent administrative charge retained by the FIRE DISTRICT). 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

1 of services shall require the prior approval of the City Council. Neither the FIRE DISTRICT nor  
2 the CITY shall be legally obligated to collect fees on behalf of the other party.

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

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

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

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

26 (2) The FIRE DISTRICT and the CITY shall meet and confer in good faith to  
27 expeditiously resolve the dispute. If the FIRE DISTRICT and the CITY cannot fully resolve the  
28 dispute within ninety (90) days of receipt of written notification of this dispute (impasse), the

1 impasse will be sent to an independent arbitrator for resolution. Said arbitrator shall be  
2 selected jointly by the CITY and the FIRE DISTRICT within forty-five (45) days of impasse and  
3 shall be paid for equally by the CITY and the FIRE DISTRICT. If the FIRE DISTRICT and the  
4 CITY cannot agree on an arbitrator, each party shall, at its own expense, retain an arbitrator  
5 within thirty (30) days after the jointly selected arbitrator should have been selected. These  
6 two arbitrators will, within thirty (30) days of their retention, mutually select a third arbitrator.  
7 The mutually agreed-upon arbitrator will resolve the matter within thirty (30) days after his/her  
8 selection. The FIRE DISTRICT and the CITY shall share equally the cost of the third  
9 arbitrator. The arbitrator's resolution of the impasse shall be final and binding.

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

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

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

22 (O) CITY understands and agrees that in the event the CITY becomes delinquent or  
23 defaults in its Annual Fee payment to the FIRE DISTRICT for FIRE DISTRICT service, the  
24 County Auditor-Controller is authorized, at the direction of FIRE DISTRICT, to withhold CITY's  
25 unencumbered annual property tax revenue in an amount equal to the outstanding payment for  
26 FIRE DISTRICT Service and credit the withheld amounts to the FIRE DISTRICT's revenue  
27 account. FIRE DISTRICT shall comply with the procedures in County Fiscal Manual section  
28 10.2.12, "Procedures for Collection of Accounts Receivable for Services Performed for Cities

1 and Special Districts" for collecting CITY's delinquent or defaulted Annual Fee payments.  
2 Such withholding by the Auditor-Controller shall continue until such time as CITY resumes  
3 payment to the FIRE DISTRICT directly and all delinquent or defaulted Annual Fee payments  
4 have been recovered.

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

10 (Q) Vacation and sick benefit days, as provided for in Section VII, Subsection (C),  
11 paragraphs (6) and (7) herein and as detailed on Schedules 8, 9, 11, and 12 attached hereto  
12 and made a part hereof, shall be charged to the CITY and shall be paid in thirty-six (36) equal  
13 monthly payments which shall be a separate and distinct charge added to the monthly invoice  
14 for the Annual Fee commencing with the first month's Annual Fee invoice or as soon as  
15 practicable after the finalization of these Schedules. Such charges will be excluded from the  
16 Annual Fee Limitation calculation.

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

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

25 (B) All right, title, and interest in said CITY apparatus and vehicles shall be conveyed to  
26 FIRE DISTRICT free and clear of any encumbrances. The CITY shall be responsible for any  
27 and all outstanding loans or liens against said apparatus and vehicles existing as of the date of  
28 conveyance. All right, title and interest of any apparatus for which the CITY is currently leasing

1 shall be conveyed to the FIRE DISTRICT free and clear of any encumbrances upon the  
2 termination of the lease(s). If the CITY does not avail itself of the ability to purchase, and thus  
3 does not retain ownership of, the vehicle(s) at the termination of the lease(s), the CITY shall be  
4 responsible for the cost of new replacement apparatus to be placed in service in the CITY.  
5 The replacement cost of the apparatus shall be added to the CITY's Annual Fee invoices to be  
6 paid in twelve (12) equal monthly installments.

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

#### 14 **SECTION V. FIRE STATIONS**

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

22 (B) This Agreement constitutes a lease whereby the CITY shall lease to the FIRE  
23 DISTRICT the CITY Fire Stations as identified on Schedule 3 herein for one dollar (\$1)  
24 annually per station. Fire Stations 76 and 77 shall be used for the purpose of providing fire  
25 protection and emergency medical and related services as described herein. The FIRE  
26 DISTRICT may also lease CITY Fire Station 78 for one dollar (\$1) per year to accommodate  
27 the FIRE DISTRICT's placement of an Urban Search and Rescue (USAR) or Hazardous  
28 Materials (HazMat) team within the CITY by giving the City Administrator of CITY written

1 confirmation of its intent to do so within a year from the effective date of this Agreement. All  
2 costs incurred by the FIRE DISTRICT for any modifications and/or repairs to Fire Station 78  
3 necessary for the purpose of accommodating the above uses shall be at the FIRE DISTRICT's  
4 expense. The lease of Fire Station 78 may be terminated at the FIRE DISTRICT's sole  
5 discretion with thirty (30) days' written notice.

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

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

26 (E) The FIRE DISTRICT shall be responsible for utility payments related solely to the  
27 FIRE DISTRICT's use of the CITY Fire Stations. In the event any of the CITY Fire Stations'  
28 utility connections are shared jointly by others, an equitable formula to determine sharing of

1 utility costs shall be set forth in a Memorandum of Understanding, included herein as Schedule  
2 13, attached hereto and made a part hereof entered into by the CITY and the FIRE DISTRICT  
3 and executed by the CITY ADMINISTRATOR and FIRE CHIEF of the FIRE DISTRICT,  
4 respectively, prior to the commencement date of services or as soon as practicable thereafter.

5 (F) The FIRE DISTRICT shall inspect the CITY Fire Stations prior to acceptance and  
6 occupancy. After the FIRE DISTRICT's acceptance of the CITY Fire Stations, the FIRE  
7 DISTRICT shall be responsible for minor and routine station repairs as described in this  
8 Section.

9 (1) The FIRE DISTRICT shall perform all routine, day-to-day maintenance, and  
10 minor repairs (collectively referred to as "routine repairs") on the CITY Fire Stations leased  
11 from the CITY identified on Schedule 3. The FIRE DISTRICT shall be responsible for routine  
12 repairs not to exceed \$60,000 for each of the CITY Fire Stations during the first year after the  
13 commencement date of services of this Agreement (the FIRE DISTRICT's maximum share);  
14 for the second through fifth years of this Agreement after the commencement date of services,  
15 the FIRE DISTRICT's maximum share for routine repairs for each of the CITY Fire Stations  
16 shall be as follows:

|    |        |          |
|----|--------|----------|
| 17 | Year 2 | \$65,000 |
| 18 | Year 3 | \$70,000 |
| 19 | Year 4 | \$75,000 |
| 20 | Year 5 | \$80,000 |

21 (2) The FIRE DISTRICT shall notify the CITY in writing if the total cost for routine  
22 repairs for CITY Fire Stations in any one year is anticipated to exceed the FIRE DISTRICT's  
23 maximum share for that year in accordance with Subsection (F) herein. If the FIRE DISTRICT  
24 expends less than the FIRE DISTRICT's maximum share on the CITY Fire Stations in any  
25 year, any amount less than the FIRE DISTRICT's maximum share for the CITY Fire Stations  
26 shall not be carried forward from year to year. Routine repairs and minor remodeling shall  
27 include but not be limited to the following: repair or replacement of apparatus room doors;  
28 floor replacement; ceiling replacement; incidental plumbing and electrical repairs; heating and

1 air conditioning repairs; exhaust fan replacement; and minor remodeling such as shower  
2 refurbishment, installation of stainless steel countertops, and additional cabinets for offices  
3 and/or lockers that do not exceed \$100,000 per project. All routine repairs or portions thereof  
4 in excess of the FIRE DISTRICT's maximum annual share for CITY Fire Stations shall be the  
5 responsibility of the CITY. The FIRE DISTRICT may elect to replace or upgrade appliances or  
6 furnishings at any of the CITY Fire Stations at its own expense. The CITY shall not be  
7 responsible for any such upgrades or replacements, and such upgrades and replacements  
8 shall not reduce the FIRE DISTRICT's maximum share provided above, unless the items being  
9 replaced are no longer functioning or repairable at a reasonable cost as determined by the  
10 FIRE DISTRICT, in which event such costs incurred by the FIRE DISTRICT shall reduce the  
11 FIRE DISTRICT's maximum share. Any proposed modifications to the exterior of any of the  
12 CITY's fire stations shall require advance written approval of the CITY ADMINISTRATOR.

13 (3) Any non-routine repairs, defined as repairs in excess of \$100,000, hereinafter  
14 shall be referred to as "major repairs" and shall be identified, in writing, by the FIRE DISTRICT  
15 and presented to the CITY. Major repairs shall be undertaken by the CITY within twelve (12)  
16 months of the FIRE DISTRICT's notification to the CITY, or other time period as mutually  
17 agreed upon by the FIRE CHIEF of the FIRE DISTRICT and the CITY ADMINISTRATOR,  
18 unless said major repair is deemed an emergency, hereinafter referred to as "emergency  
19 major repair." In the event of a dispute regarding the existence of major repairs, the general  
20 arbitration procedures stated in Section III, Subsection (N) shall be utilized. Emergency major  
21 repairs shall be defined as conditions that if left unrepaired would compromise the health,  
22 welfare, or security of the fire station inhabitants or the public, as reasonably determined by the  
23 FIRE DISTRICT. The FIRE DISTRICT shall commence emergency major repairs immediately  
24 and make reasonable effort to notify the CITY's designated emergency contact person. The  
25 CITY shall provide the FIRE DISTRICT with the name and telephone number of a designated  
26 contact person for such emergency major repairs, which may occur after-hours. The FIRE  
27 DISTRICT will undertake the emergency major repairs and invoice the CITY for the costs of  
28 such repairs. The CITY shall be invoiced for one-twelfth (1/12) of the cost of such repairs

1 monthly for a period of twelve (12) months. All invoices for emergency major repairs  
2 undertaken by the FIRE DISTRICT shall be due and payable thirty (30) days from the date of  
3 invoice and shall be subject to the terms contained in Section III, Subsections (K) and (N)  
4 herein.

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

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

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

26 (2) The FIRE DISTRICT shall maintain: General Liability insurance (written on ISO  
27 policy form CG 00 01 or its equivalent) with limits of not less than \$1 million per occurrence  
28 and \$2 million aggregate; Automobile Liability insurance (written on ISO policy form CA 00 01

1 or its equivalent) with a limit of liability of not less than \$1 million for each accident; Workers  
2 Compensation insurance to meet statutory requirements, and including Employers' Liability  
3 coverage with limits of not less than \$1 million each incident; and Professional Liability  
4 covering liability arising from any error, omission, negligent or wrongful act of the FIRE  
5 DISTRICT with limits of not less than \$1 million per occurrence and \$2 million aggregate. The  
6 FIRE DISTRICT agrees to name the CITY as an additional insured on its insurance policies.

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

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

## 16 **SECTION VI. INDEMNIFICATION**

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

19 (A) The CITY agrees to indemnify, defend, and hold harmless the FIRE DISTRICT and  
20 the County of Los Angeles, hereinafter referred to as "COUNTY", their elected and appointed  
21 officials, officers, agents, and employees from any and all liability and expenses, including  
22 defense costs and legal fees, arising from or connected with claims and lawsuits arising from  
23 the negligent or wrongful acts of the CITY in the performance of this Agreement including any  
24 matters relating to the separation from CITY service by the CITY employees transferring to the  
25 FIRE DISTRICT as specified on Schedules 7 and 10 herein.

26 (B) The FIRE DISTRICT agrees to indemnify, defend, and hold harmless the CITY, its  
27 elected and appointed officials, agents, officers, and employees from any and all liability and  
28 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:

| <u>Number</u> | <u>Fire District Status</u> |
|---------------|-----------------------------|
| 9             | Captain                     |
| 12            | Fire Fighter Specialist     |
| Remaining     | Fire Fighter                |

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

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

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

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

24 (6) **Driver License** - As a condition of employment and as required in the County Class  
25 Specification for the firefighter series, all CITY sworn employees will be required to have a  
26 California Class C Driver License with firefighter endorsements as the minimum standard  
27 driver license. No employee shall have license restrictions which would prevent him/her from  
28 performing his/her employment duties.

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

19       (8) **Seniority** - This Agreement will result in the creation of forty-two (42) additional  
20 FIRE DISTRICT sworn positions. More than forty-two (42) sworn employees may be  
21 transferring from the CITY to the FIRE DISTRICT. Pursuant to Section 53292 of the California  
22 Government Code and except as specified in Section VII, Subsection (C), paragraph (10)  
23 herein, so as not to impair the seniority rights of FIRE DISTRICT sworn employees, as a result  
24 of the forty-two (42) newly created sworn positions, forty-two (42) CITY sworn employees with  
25 the most CITY Fire Department continuous service time will receive FIRE DISTRICT seniority  
26 rights and COUNTY seniority. In the event any two or more transferring CITY employees have  
27 the same continuous service date with the CITY Fire Department, the CITY shall use whatever  
28 method currently utilized by the CITY to determine the manner in which the seniority for those

1 affected employees shall be established.

2 FIRE DISTRICT seniority is principally used for transfer bidding rights and, for these  
3 forty-two (42) positions, will be based on continuous service time in the firefighter series with  
4 the CITY's Fire Department. COUNTY seniority, which as defined in Los Angeles County Civil  
5 Service Rule 2.15 as "continuous service," is principally used for purposes of determining the  
6 order of layoff or reduction. Also as defined in Section 6.04.040 of the Los Angeles County  
7 Code, "continuous service" is principally used for purposes of determining rights to some types  
8 of paid leave. For these forty-two (42) positions, continuous service will include all continuous  
9 service time with the CITY, including any continuous non-permanent time.

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

14 All CITY and FIRE DISTRICT seniority will be considered for all purposes, except  
15 for those individuals beyond the forty-two (42) additional sworn positions for which CITY  
16 seniority shall not count for purposes of bidding rights, vacation schedules, and to determine  
17 the order of layoff or reduction.

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

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

27 (10) **Longevity Bonus** - For purposes of determining eligibility for the FIRE  
28 DISTRICT's Fire Fighter longevity bonus for those CITY employees blanketed into 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 10, 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

1 pensionability of their Flexible Benefits income. Salary step placement of sworn employees  
2 shall be within the salary range of the FIRE DISTRICT position assigned, but no less than the  
3 salary step that provides for the same salary or next higher salary as the sworn employee's  
4 CITY salary as defined in this Section VII, Subsection (C), paragraph 2. Subsequent salary  
5 step advances, if applicable, shall be one (1) year from the last step advance with the CITY or  
6 in accordance with COUNTY policy, whichever is sooner. In the event that the sworn  
7 employee's CITY salary is higher than the top step of the COUNTY salary range, the sworn  
8 employee will be placed on the top step of that range, but shall be Y-Rated in order to maintain  
9 the same level of base salary as the employee had with the CITY.

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

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

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

27 (4) Uniforms - CITY issued uniforms and safety equipment that meet FIRE  
28 DISTRICT standards shall be transferred to the FIRE DISTRICT with the transferring

1 employees. CITY uniforms will be supplemented by FIRE DISTRICT issued uniforms and/or  
2 safety equipment necessary to meet FIRE DISTRICT requirements. The CITY shall assume  
3 all costs for supplementing uniforms and safety equipment that do not meet FIRE DISTRICT  
4 standards. Such costs shall be included on Schedule 4, as soon as available. Subsequent  
5 uniform issues will be as provided for in the current Memorandum of Understanding for the  
6 respective employee representation units entered into between the County of Los Angeles and  
7 the certified employee organizations, if applicable.

8 (5) **Personnel/Workers' Compensation/Time Records** - As a condition of FIRE  
9 DISTRICT employment, CITY employees must consent to the transfer of complete original  
10 personnel and employment records to the FIRE DISTRICT. The CITY will provide the FIRE  
11 DISTRICT with complete and original personnel and employment records of all CITY  
12 personnel to be transferred pursuant to this Agreement, including any employee's complete  
13 original Workers' Compensation files, all claims for disability compensation, and all additional  
14 documentation related to open claims which remain ongoing after the date of transfer of the  
15 CITY employees to the FIRE DISTRICT, which shall be the commencement date of services.  
16 In addition, the CITY will provide the FIRE DISTRICT with a minimum of one (1) year's time  
17 records of "hours worked" prior to the commencement date of services for all CITY personnel  
18 to be transferred pursuant to this Agreement. Each transferring employee shall certify to the  
19 FIRE DISTRICT the completeness of his/her personnel file.

20 (6) **Vacation Shifts/Days** - The CITY shall pay to the FIRE DISTRICT in the  
21 manner set forth in Section III, Subsection (P) herein for transferred vacation benefit shifts/  
22 days for transferring employees at the CITY's salary rates in effect on the commencement date  
23 of services. The CITY shall transfer in whole hours all vacation benefit shifts/days an  
24 employee is entitled to in CITY employment to a maximum of twenty (20) vacation days, i.e.,  
25 one hundred sixty (160) hours for employees assigned to a 40-hour work schedule, or ten (10)  
26 shifts, i.e., two hundred forty (240) hours for employees assigned to a 24-hour shift schedule,  
27 whichever is applicable. Vacation shifts/days are outlined in Schedule 8 for sworn personnel  
28 and Schedule 11 for non-sworn personnel, which are attached hereto and made a part hereof.

1 CITY salary rates for reimbursement to the FIRE DISTRICT are defined in this Section VII,  
2 Subsection (C), paragraph (2).

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

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

21 (8) **Waiver of Accumulated Benefits** – The FIRE DISTRICT shall not assume any  
22 responsibility for personnel benefits or CITY obligations accrued by CITY employees prior to  
23 the commencement date of services, except as expressly provided for in this Agreement. The  
24 CITY shall provide a waiver for said accumulated benefits executed in favor of the FIRE  
25 DISTRICT by each CITY employee as a condition of employment by the FIRE DISTRICT. It is  
26 further understood that employees subject to this Agreement shall become eligible for  
27 vacation, sick, and holiday time while in FIRE DISTRICT service only as provided in the FIRE  
28 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

1 each system to determine eligibility to retire. Any CITY employee who retires from CalPERS  
2 prior to the commencement date of services will not be accepted for FIRE DISTRICT  
3 employment.

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

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

26           The CITY and the FIRE DISTRICT shall cooperate in the ongoing management of  
27 any Workers' Compensation claims pending filed during the time CITY personnel are  
28 employed by the FIRE DISTRICT by providing such information as is necessary for the CITY

1 and/or the FIRE DISTRICT to appropriately manage a Workers' Compensation claim filed by a  
2 FIRE DISTRICT employee previously employed by the CITY. The CITY shall notify the FIRE  
3 DISTRICT of any claims pending, filed, or denied; and any temporary or permanent work  
4 restrictions imposed with respect to an employee who transfers from CITY employment to  
5 FIRE DISTRICT employment. The FIRE DISTRICT shall notify the CITY of any claims  
6 pending, filed, or denied; and any temporary or permanent work restrictions imposed with  
7 respect to an employee who has a pending Workers' Compensation claim involving the CITY  
8 or who asserts a Workers' Compensation claim during employment with the FIRE DISTRICT  
9 upon which the CITY is potentially liable in whole or in part. The CITY shall be responsible for  
10 adjusting and paying all costs related to those claims which have been filed or are pending as  
11 of the effective date of this Agreement. This responsibility of the CITY is subject to contribution  
12 from the FIRE DISTRICT for any post-transfer injury or exacerbation of an existing injury  
13 already at issue in a pending Workers' Compensation claim involving the CITY at the time of  
14 transfer. Pursuant to Subsection C, Paragraph 5, the CITY shall provide Workers'  
15 Compensation related files on all employees transferring to the FIRE DISTRICT.

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

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

27 (14) **Marriage and Birth Certificates** – For purposes of completing the background  
28 investigations pursuant to Section VII, Subsection (C), paragraph (1) herein and for verification

1 of eligibility of health insurance coverage, prior to the commencement date of services as  
2 determined by the FIRE DISTRICT, all transferring CITY employees will be required to provide  
3 copies of their marriage certificates and the birth certificates for themselves and all dependents  
4 who will be covered under their health insurance benefits.

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

7 **SECTION VIII. ENVIRONMENTAL QUALITY CONTROL**

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

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

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

27 (D) The FIRE DISTRICT shall, at its sole expense, mitigate and abate all environmental  
28 damage (if any) caused by the FIRE DISTRICT or its agents at any of the CITY Fire Stations

1 after the commencement date of services.

2 (E) Prior to occupancy of the CITY Fire Stations by the FIRE DISTRICT, the FIRE  
3 DISTRICT shall inspect the facilities and identify all hazardous materials stored at the facilities  
4 for which the CITY shall be responsible for removal. The CITY shall remove all identified  
5 hazardous materials prior to FIRE DISTRICT occupancy of the CITY Fire Stations. If, after  
6 FIRE DISTRICT occupancy of the CITY Fire Stations, stored hazardous materials are  
7 discovered by the FIRE DISTRICT which were not previously identified during the above  
8 inspection, the CITY shall remove said materials within thirty (30) days after written notice by  
9 the FIRE DISTRICT to the CITY, or the FIRE DISTRICT may remove the materials and invoice  
10 the CITY for the costs of such removal. In the event such hazardous materials pose an  
11 immediate danger to human health or the environment as determined by the FIRE DISTRICT,  
12 such materials shall be removed immediately by the CITY upon notification by the FIRE  
13 DISTRICT to the CITY.

14 **SECTION IX. HAZARDOUS MATERIALS RELEASE RESPONSE PLAN AND**  
15 **INVENTORY**

16 (A) CITY will continue to act as the administering agency for the CITY's Hazardous  
17 Materials Release Response Plan and Inventory, California Health and Safety Code Chapter  
18 6.95, Sections 25500 – 25545, hereinafter referred to as the "Program" during the term of this  
19 Agreement. CITY shall make available records to FIRE DISTRICT to assist in the planning for  
20 emergency response.

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

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

1 **SECTION X. ADOPTION OF LOS ANGELES COUNTY FIRE CODE**

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

15 **SECTION XI. MODIFICATION OF SCHEDULES**

16 (A) All schedules attached hereto and incorporated herein by reference will be subject to  
17 modification by mutual written agreement of the CITY ADMINISTRATOR and FIRE CHIEF of  
18 the FIRE DISTRICT as needed after the date of approval of this Agreement by both parties.

19 (B) Modifications to the staffing levels as indicated on Schedule 2 may cause an  
20 adjustment in the determination of the Annual Fee as specified in Section II, Subsection (L)  
21 herein.

22 **SECTION XII. WITHDRAWAL**

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

26 (1) The lease on the fire stations shall terminate and the FIRE DISTRICT shall  
27 vacate the CITY Fire Stations on the effective date of withdrawal except as provided for in a  
28 subsequent written agreement as may be entered into by the CITY and the FIRE DISTRICT.

1 (2) The FIRE DISTRICT shall return to the CITY, fire apparatus, vehicles and  
2 related fire apparatus equipment of a comparable type, condition, and age, in the quantity and  
3 type as described on Schedule 5 as of the commencement date of services.

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

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

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

### 15 **SECTION XIII. GOOD FAITH AND FAIR DEALING**

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

### 18 **SECTION XIV. GENERAL PROVISIONS**

19 (A) Severability – In the event that any provision herein contained is held to be invalid,  
20 void, or illegal by any court of competent jurisdiction, the same shall be deemed severable  
21 from the remainder of this Agreement and shall in no way affect, impair or invalidate any other  
22 provision contained herein. If any such provision shall be deemed invalid due to its scope or  
23 breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted  
24 by law.

25 (B) Waiver – No breach of any provision hereof can be waived unless in writing.  
26 Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of  
27 the same or any other provision hereof.

28 (C) Entire Agreement – This Agreement constitutes the entire agreement

1 between the parties relating to the subject matter of this Agreement, and supersedes any prior  
2 understanding whether oral or written and may be modified only by further written agreement  
3 between the parties hereto. The non-enforceability, invalidity or illegality of any provision of  
4 this Agreement shall not render the other provisions thereof unenforceable, invalid or illegal.

5 //

6 //

7 //

1       **IN WITNESS WHEREOF**, the CITY, by majority vote of its City Council, has caused this  
2 Agreement to be executed by its Mayor and which execution has been attested to by its Clerk;  
3 pursuant to action by a majority vote of the Board of Supervisors, as governing body of the  
4 FIRE DISTRICT, as authorized its Fire Chief to execute this Agreement on behalf of the FIRE  
5 DISTRICT.

6  
7 **CONSOLIDATED FIRE PROTECTION**  
8 **DISTRICT OF LOS ANGELES COUNTY**

9 By \_\_\_\_\_  
10 Fire Chief Daryl L. Osby

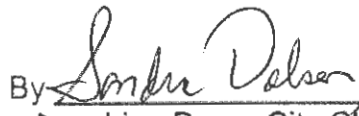
11 DATE \_\_\_\_\_  
12  
13

**CITY OF VERNON**

By  \_\_\_\_\_  
Leticia Lopez, Mayor

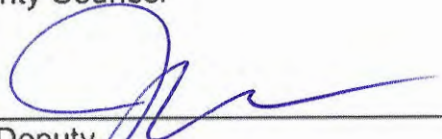
DATE 05-27-2020

14 ATTEST:

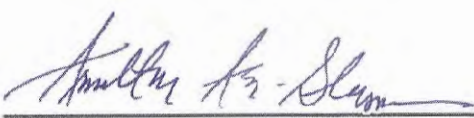
15  
16 By  Administrative Secretary  
17 for Lisa Pope, City Clerk  
18  
19

20 APPROVED AS TO FORM:

21 MARY C. WICKHAM  
22 County Counsel

23 By  \_\_\_\_\_  
24 Deputy  
25  
26  
27  
28

APPROVED AS TO FORM:

By  \_\_\_\_\_  
Arnold M. Alvarez-Glasman, Interim 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  
FIRE CHIEF**

\_\_\_\_\_  
**CARLOS R. FANDINO, JR  
CITY ADMINISTRATOR**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

**CITY OF VERNON - AGREEMENT FOR SERVICES  
SCHEDULE 2  
OPERATION BY DISTRICT WITH ESTIMATED 2020-21 ANNUAL FEE\***

**Station Operations Staffing :**

| <u>City Station</u> | <u>Equipment</u>      | <u>Post Positions</u> <sup>(a)</sup> | <u>Estimated<br/>2020-21<br/>Net City Cost</u> |
|---------------------|-----------------------|--------------------------------------|------------------------------------------------|
| 76                  | Engine                | 3                                    | \$2,629,351                                    |
|                     | Truck                 | 4                                    | 2,629,351 <sup>(b)</sup>                       |
|                     | Paramedic Squad       | 2                                    | 840,032 <sup>(c)</sup>                         |
| 77                  | Engine                | 4                                    | 3,333,716                                      |
| 78                  | Closed <sup>(d)</sup> | -                                    |                                                |

**Fire Prevention Staffing :** <sup>(e)</sup>

|                                                   |     |          |
|---------------------------------------------------|-----|----------|
| Fire Prevention Engineering Asst. II (Plan Check) | 0.5 | \$79,382 |
| Captain                                           | 0.5 | 145,336  |
| Fire Fighter Specialist (Inspector)               | 3   | 738,294  |

|                                              |              |
|----------------------------------------------|--------------|
| Total Estimated Salary and Employee Benefits | \$10,395,462 |
| Overhead @ 35.3306%                          | 3,672,780    |

|                                      |                     |
|--------------------------------------|---------------------|
| <b>Estimated 2020-21 Annual Fee*</b> | <b>\$14,068,242</b> |
|--------------------------------------|---------------------|

- (a) Three persons staff each post position through a 56-hour workweek (A, B, C shifts). Station Operations includes 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 cost of this unit.
- (d) If within one year of the effective date of the Annexation Agreement, the Fire District provides written notice to the City that the Fire District opts to switch an engine or truck in the City with a hazmat and/or usar unit to be placed at City stations 76, 77, and/or 78, the City will be charged only for the engine or truck that each of these units replaces. No additional charge for placement of hazmat or usar units will be made by the Fire District to the City.
- (e) City will provide reasonable office space including counter space, desk space, etc. for Fire Prevention Staffing assigned to the City at no cost to the Fire District.

\* Based on FY 2020-21 4.42% increase

**APPROVED:**

**DARYL L. OSBY**  
**FIRE CHIEF**

  
**CARLOS FANDINO, JR**  
**CITY ADMINISTRATOR**

5-27-2020

**DATE**

**DATE**

**CITY OF VERNON - AGREEMENT FOR SERVICES  
SCHEDULE 3  
FIRE STATIONS TO BE OCCUPIED BY DISTRICT**

| <u>Facility Name</u>    | <u>Location</u>                     |
|-------------------------|-------------------------------------|
| Vernon Fire Station 76  | 3375 Fruitland Avenue<br>Vernon, Ca |
| Vernon Fire Station 77  | 4301 Santa Fe Avenue<br>Vernon, Ca  |
| Vernon Fire Station 78* | 2800 Soto Street<br>Vernon, Ca      |

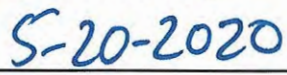
\* Vernon Fire Station 78 shall be leased to the Fire District only if the Fire District provides written notice that it will house a USAR or HAZMAT unit in the City within one year of the date of service commencement - see Staffing Schedule 2.

**APPROVED:**

\_\_\_\_\_  
**DARYL L. OSBY**  
**FIRE CHIEF**

\_\_\_\_\_  
**DATE**

  
\_\_\_\_\_  
**CARLOS R. FANDINO, JR**  
**CITY ADMINISTRATOR**

  
\_\_\_\_\_  
**DATE**

**CITY OF VERNON - AGREEMENT FOR SERVICES  
SCHEDULE 4  
CONVERSION COSTS**

TO BE DETERMINED

**APPROVED:**

\_\_\_\_\_  
**DARYL L. OSBY**  
**FIRE CHIEF**

\_\_\_\_\_  
**CARLOS R. FANDINO, JR**  
**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**

**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**

\_\_\_\_\_  
**CARLOS R. FANDINO, JR  
CITY ADMINISTRATOR**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**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 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 10**

**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**

**CITY OF VERNON - AGREEMENT FOR SERVICES  
SCHEDULE 11**

**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  
FIRE CHIEF**

\_\_\_\_\_  
**CARLOS R. FANDINO, JR  
CITY ADMINISTRATOR**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

**CITY OF VERNON - AGREEMENT FOR SERVICES  
SCHEDULE 12  
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  
FIRE CHIEF**

\_\_\_\_\_  
**CARLOS R. FANDINO, JR  
CITY ADMINISTRATOR**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

**CITY OF VERNON - AGREEMENT FOR SERVICES  
SCHEDULE 13  
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**

RESOLUTION NO. 79078

**JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, AND THE CITY COUNCIL OF THE CITY OF VERNON APPROVING AND ACCEPTING EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION NO. 2020-03 TO THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, CONSISTING OF THE ENTIRE CITY OF VERNON**

**WHEREAS**, pursuant to Section 99 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change, the governing bodies of all agencies whose service areas or service responsibilities would be altered by such change must determine the amount of property tax revenue to be exchanged between the affected agencies and approve and accept the exchange of property tax revenues by Resolution, but if the affected agency is a special district, the Board of Supervisors must negotiate on behalf of the district; and

**WHEREAS**, the annexation and inclusion of the City of Vernon to the Consolidated Fire Protection District of Los Angeles County (Fire District) affects only the Fire District and the City of Vernon; and

**WHEREAS**, this Resolution pertains only to the annexation and inclusion of those areas of the City of Vernon that are not now in the Fire District; and

**WHEREAS**, the Board of Supervisors of the County of Los Angeles, as the governing body of the Fire District, and the City Council of the City of Vernon have determined that the amount of property tax revenue to be exchanged as a result of the annexation of the City of Vernon to the Fire District is as set forth below.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. The negotiated exchange of property tax revenues resulting from the annexation of the City of Vernon to the Fire District is approved and accepted.

2. For fiscal years commencing after the effective date of this jurisdictional change, no property tax revenue is ordered transferred to the Fire District from the County of Los Angeles or the City of Vernon due to the annexation of the City of Vernon into the Fire District. In addition, for each fiscal year commencing after the effective date of this jurisdictional change, no portion of the incremental tax growth attributable to this annexation shall be transferred from the County of Los Angeles or the City of Vernon to the Fire District.

3. Funding to the Fire District for this annexation is agreed upon and established in a separate agreement entitled "AGREEMENT FOR SERVICES BY AND BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE CITY OF VERNON" approved by the City of Vernon on May 19, 2020, 2020, and to be approved by the Fire District upon the successful completion of annexation proceedings held by the Local Agency Formation Commission.

4. No additional transfer of property tax revenues shall be made from any other taxing agency(ies) to the Fire District as a result of this annexation.

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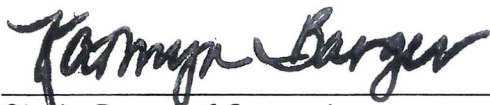
The foregoing Resolution was adopted by the Board of Supervisors of the County of Los Angeles, as the governing body of the Consolidated Fire Protection District of Los Angeles County, and the City Council of the City of Vernon.

CITY OF VERNON

By   
Mayor Leticia Lopez

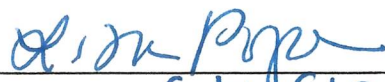
Date 5-19-2020

CONSOLIDATED FIRE PROTECTION  
DISTRICT OF LOS ANGELES COUNTY

By   
Chair, Board of Supervisors

Date JUN 23 2020

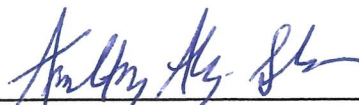
ATTEST:

By   
Lisa Pope, City Clerk

(SEAL)

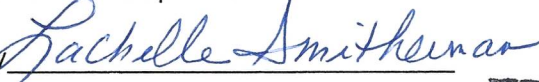
APPROVED AS TO FORM:

CITY ATTORNEY

By   
Arnold M. Alvarez-Glasman,  
Interim City Attorney

ATTEST:

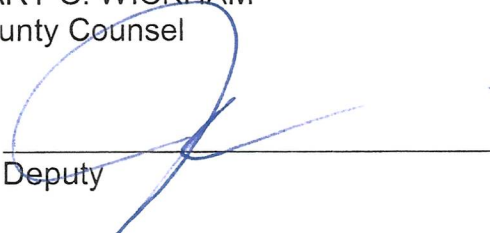
CELIA ZAVALA,  
Executive Officer-Clerk of  
The Board of Supervisors

By   
Rachelle Smithman  
~~Deputy~~ **DEPUTY**

(SEAL)

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By   
Deputy



# Notice of Exemption

Appendix E

To: ☐ Office of Planning and Research  
1400 Tenth Street, Room 121  
Sacramento, CA 95814

From: (Public Agency) Consolidated Fire Protection District  
1320 N. Eastern Ave.

☒ County Clerk  
County of Los Angeles

(Address)  
Los Angeles, CA 90063

Project Title: Annexation No. 2020-03 to the Consolidated Fire Protection of Los Angeles County

Project Location - Specific: the City of Vernon

Project Location - City: Vernon

Project Location - County: Los Angeles

## Description of Nature, Purpose, and Beneficiaries of Project:

Annexation of the City of Vernon to the Consolidated Fire Protection District of Los Angeles County

Name of Public Agency Approving Project: Los Angeles County Board of Supervisors

Name of Person or Agency Carrying Out Project: Consolidated Fire Protection District of Los Angeles County

## Exempt Status: (check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c))x;
- ☒ Categorical Exemption. State type and section number:
- ☐ Statutory Exemptions. State code number:

Reasons why project is exempt: Categorical Exemption, Section 15320, Class 20, Local government reorganization requiring no changes in areas where previous powers were exercised such as the establishment of subsidiary districts, consolidations, and mergers.

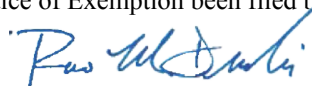
## Lead Agency

Contact Person Lorraine Buck

Area Code/Telephone/Extension: (323) 881-2404

## If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature:  Date: 5/28/20 Title: Chief, Forestry Division

- ☐ Signed by Lead Agency
- ☐ Signed by Applicant

Date received for filing at OPR:

Revised October 1989