

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

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 Hermosa Beach, hereinafter referred to as  
7 the "CITY."

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

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

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 Board of  
20 Supervisors of the County of Los Angeles as the governing body of the FIRE DISTRICT which  
21 is \_\_\_\_\_, and this Agreement shall continue in effect until such time  
22 as the Agreement is terminated or otherwise renegotiated.

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

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

1 (D) This Agreement shall remain in effect for a minimum of ten (10) years from the  
2 commencement date of services ("initial ten-year term"). Subsequent to this initial ten-year  
3 term, this Agreement shall be automatically renewed from year to year. The CITY or the FIRE  
4 DISTRICT may terminate this Agreement any time after the expiration of its initial ten-year  
5 term upon one year's written notice as provided in Subsection (E) of this Section I, subject to  
6 the terms and conditions of this Agreement.

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

12 (F) Should either party give written notice of its intent to terminate this Agreement, that  
13 party shall initiate detachment proceedings through the Local Agency Formation Commission  
14 (LAFCO). The party who terminates this Agreement, including any subsequent amendments,  
15 shall bear the cost of all fees associated with detachment of the CITY from the FIRE  
16 DISTRICT. Such fees shall be defined as LAFCO fees, the State Board of Equalization fees,  
17 and any similar fees of this nature but shall not include any Board of Supervisors' or any CITY  
18 administrative fees or attorneys' fees.

19 (G) A review of the Agreement terms may be initiated at any time by either party, upon  
20 written notice to the other, and modifications made to this Agreement upon written consent of  
21 both parties, which consent shall not be unreasonably withheld or delayed. The parties agree  
22 to negotiate in good faith and deal fairly with respect to performance under this Agreement and  
23 with respect to any proposed modifications to this Agreement.

## 24 **SECTION II. SERVICES**

25 (A) Services to be provided by the FIRE DISTRICT to the CITY include fire protection,  
26 hazardous materials services, emergency medical services which include paramedic services,  
27 fire code and related code enforcement, fire cause and arson investigation, plus all FIRE  
28 DISTRICT support services including, but not limited to, supervision, dispatching, training,

1 equipment maintenance, supplies, and procurement, collectively referred to as "services." The  
2 FIRE DISTRICT'S cost for Fire Safety Officers (FSOs) assigned to special events held in the  
3 CITY will not be charged to the CITY for CITY-sponsored events. However, for special events  
4 sponsored by non-CITY entities, the FIRE DISTRICT'S cost for FSOs will be charged to the  
5 appropriate organization.

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

10 (C) The engine company assigned to the CITY fire station as listed on Schedule 2  
11 attached hereto is a paramedic assessment unit staffed with three uniformed personnel daily,  
12 all of which shall be certified as Emergency Medical Technician-1 and one shall also be a  
13 licensed paramedic.

14 (D) In the event the on-scene incident commander of an incident to which the CITY'S  
15 engine company is dispatched determines that the CITY'S engine company will be  
16 committed for a minimum of 30 minutes duration, a FIRE DISTRICT resource assigned  
17 to a station outside the CITY will be dispatched to the CITY fire station to provide  
18 back-up coverage to the CITY.

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

23 (F) Transportation of a patient to a hospital in a medical emergency is not provided by  
24 the FIRE DISTRICT. Emergency transport is provided under a County of Los Angeles  
25 contractual arrangement with a private ambulance company licensed to operate within  
26 Los Angeles County. If the CITY opts to continue to provide medical transportation in the CITY  
27 during the term of this Agreement, the CITY shall provide to the Fire Chief of the FIRE  
28 DISTRICT written notification of the CITY'S desire to do so prior to the effective date of this

1 Agreement. The CITY and FIRE DISTRICT will then enter into an MOU which will outline the  
2 CITY's responsibilities in the administration of its ambulance program including the location of  
3 the housing of ambulance program personnel and equipment,

4 (G) The FIRE DISTRICT will participate in and support community emergency  
5 preparedness, education, training, and exercises. The CITY shall retain responsibility for the  
6 CITY's internal emergency management and related programs.

7 (H) Without cost to the FIRE DISTRICT, the CITY shall ensure that the CITY's water  
8 purveyors provide adequate water and hydrants for fire protection purposes within the CITY.

9 (I) The FIRE DISTRICT shall annually inspect all fire hydrants within the CITY to ensure  
10 that fire hydrants are mechanically operable and capable of delivering water. The FIRE  
11 DISTRICT shall notify the CITY's water purveyors, in writing, of any maintenance requirements  
12 as soon as possible after such inspections and at any other time the FIRE DISTRICT becomes  
13 aware of maintenance or repair requirements. The FIRE DISTRICT shall not be liable to pay  
14 any CITY water purveyor for hydrant installation, use, repair, maintenance, or rental fees or  
15 any other related costs or expenses.

16 (J) The transference of applicable 9-1-1 calls to the FIRE DISTRICT shall be done  
17 immediately upon receipt by the CITY's Public Safety Answering Point (PSAP) and shall be  
18 performed without cost to the FIRE DISTRICT. The CITY shall provide to the FIRE DISTRICT  
19 monthly records of call transfer times for review by the FIRE DISTRICT within thirty (30) days  
20 of the end of each quarterly reporting period.

21 (K) At the request of the CITY, the FIRE DISTRICT shall provide to the CITY statistical  
22 response information reports. The criteria utilized in the preparation of such reports shall be  
23 determined by the CITY MANAGER and the FIRE DISTRICT's jurisdictional Assistant Fire  
24 Chief.

25 (L) Nothing in this Agreement precludes the future expansion or relocation of the CITY  
26 fire station referenced on Schedule 3 herein if such action is mutually beneficial to and  
27 mutually agreed upon in writing by both the CITY and the FIRE DISTRICT.

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

4 **SECTION III. ANNUAL FEE FOR SERVICES**

5 (A) The CITY shall pay an Annual Fee for FIRE DISTRICT services, hereinafter  
6 referred to as "Annual Fee." As provided for in the California Health and Safety Code Section  
7 13878, the FIRE DISTRICT shall be paid monthly, in advance, from funds of the CITY for the  
8 performance of the services referred to in Section II, hereof. The Annual Fee shall be  
9 determined by the method specified in Schedule 2. The CITY shall pay the FIRE DISTRICT  
10 one-twelfth (1/12) of the estimated or actual Annual Fee monthly, in advance, on or before the  
11 first day of each month. The one-year period for payment of the Annual Fee is defined as July  
12 1 through June 30, herein referred to as "fiscal year."

13 (B) Ninety (90) days prior to the commencement of each fiscal year, the FIRE  
14 DISTRICT shall submit a preliminary estimate of the Annual Fee ("preliminary Annual Fee") for  
15 providing services to the CITY for the ensuing fiscal year. This preliminary Annual Fee shall  
16 include estimated costs of FIRE DISTRICT salary and employee benefits and overhead and  
17 shall be used for billing purposes until actual cost information is available.

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

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1 (D) A limitation shall be placed on increases in the amount of actual Annual Fee to be  
2 paid by the CITY each year, hereinafter referred to as "Annual Fee Limitation." For purposes  
3 of calculation of the Annual Fee Limitation, the Annual Fee shall not include any conversion  
4 costs, fire station repair or replacement costs, credits, or rebates of any kind. This Annual Fee  
5 Limitation shall be subject to annual change after the initial five-year period of this Agreement  
6 commencing with the commencement date of services ("initial five-year period") as described  
7 below. During the initial five-year period, the Annual Fee Limitation shall not exceed four  
8 percent (4%) per fiscal year. During the sixth year of this Agreement, the Annual Fee  
9 Limitation shall be the average of the immediately preceding four years' percentage increases  
10 in the Actual Annual Fee plus one percent (1%). During the seventh year of this Agreement  
11 and each subsequent fiscal year, the Annual Fee Limitation shall be the average of the  
12 immediately preceding five years' percentage increases in the actual Annual Fee plus one  
13 percent (1%).

14 (E) In any year where the CITY's actual Annual Fee, as specified in Section III,  
15 Subsection (C) herein, exceeds the preceding fiscal year's actual Annual Fee plus the  
16 applicable Annual Fee Limitation, hereinafter referred to as "Annual Fee Limitation excess,"  
17 payment of the Annual Fee Limitation excess shall be deferred to a subsequent future fiscal  
18 year(s) where the increase in the actual Annual Fee for that fiscal year over the preceding  
19 fiscal year is less than the Annual Fee Limitation. The Annual Fee Limitation excess will be  
20 paid by the CITY in any subsequent fiscal year(s) to the extent the actual Annual Fee increase  
21 in that fiscal year is less than the Annual Fee Limitation for that fiscal year. One-twelfth (1/12)  
22 of such Annual Fee Limitation excess shall be added and paid in each of the CITY's twelve  
23 (12) monthly payments for the subsequent fiscal year(s).

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

1 (F) In addition to the Annual Fee, conversion costs as estimated in Schedule 4  
2 attached hereto and made a part hereof shall be charged to the CITY and shall be paid to the  
3 FIRE DISTRICT by the CITY in sixty (60) equal monthly payments. This amount shall be  
4 added to each monthly invoice for the Annual Fee commencing with the first month's Annual  
5 Fee invoice. Upon the final determination of the actual conversion costs as approved by the  
6 CITY MANAGER and the FIRE CHIEF of the FIRE DISTRICT, the CITY's conversion cost  
7 balance will be adjusted as will all subsequent monthly invoices for the Annual Fee to reflect  
8 the actual conversion costs.

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

11 State of California Board of Equalization	\$ <u>300.00</u>
12 County of Los Angeles Local Agency 13 Formation Commission	<u>\$5,000.00</u>

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

- 17 (1) Have available funds previously appropriated to cover the Annual Fee.
- 18 (2) Have paid in advance, when due to the FIRE DISTRICT, the monthly  
19 payments for the Annual Fee from the previously appropriated funds.

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

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

24 City of Hermosa Beach  
25 1315 Valley Drive  
26 Hermosa Beach, CA. 90254  
Attention: Finance Department

27 Payments shall be sent to the FIRE DISTRICT at:

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

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

5 \*

6 Fire Chief Daryl L. Osby  
7 Los Angeles County Fire Department  
8 1320 North Eastern Avenue  
9 Los Angeles, CA 90063-3294

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

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

14 Divide the Annual Fee by 365 days (daily rate) and multiply the  
15 daily rate by the number of days remaining in the month as of the  
16 commencement date of services.

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

23 The interest payment shall be computed as follows:

$$24 \frac{\text{No. of Days Late}}{365 \text{ Days}} \times \text{Prime Lending Rate} \times \$ \text{Amount of Payment} = \text{Late Payment Interest Charge}$$

25 (L) The Annual Fee in this Agreement is based upon current CITY boundaries and  
26 service requirements. During the term of this Agreement, should the CITY annex any area in  
27 which the FIRE DISTRICT does not receive property taxes (such as from a non-FIRE  
28 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.



1 (M) All revenues generated from fees established or implemented by the FIRE  
2 DISTRICT, such as fire prevention fees, shall be FIRE DISTRICT revenues, with the exception  
3 of any applicable paramedic on-board/advanced life support (ALS) assessment fees which will  
4 be passed through to the CITY by the FIRE DISTRICT via credits on the CITY's monthly  
5 invoices. Any revenue generated by fees that the CITY charges through City-operated  
6 emergency medical transportation program in arrangement with a private ambulance firm  
7 would remain CITY revenues. Fees of any nature collected by CITY on behalf of the FIRE  
8 DISTRICT shall be passed-through to the FIRE DISTRICT by the CITY as FIRE DISTRICT  
9 revenues. The CITY shall be authorized to retain a five percent (5%) administrative charge for  
10 any fees collected by the CITY on behalf of the FIRE DISTRICT. Any fees charged and  
11 collected by the CITY subsequent to the commencement date of services shall remain as  
12 revenues of the CITY provided that such fees are not identified as fees for FIRE DISTRICT  
13 services. The FIRE DISTRICT shall be authorized to retain a five percent (5%) administrative  
14 charge for any fees collected by the FIRE DISTRICT on behalf of the CITY. Excluding any  
15 State, Federal, or judicially mandated programs or fees, any fees established by the FIRE  
16 DISTRICT to be imposed in the CITY after the commencement date of services shall require  
17 the prior approval of the CITY, which approval shall not be unreasonably withheld or delayed.  
18 After giving written notice to the FIRE DISTRICT, the CITY may at any time choose to pay, in  
19 part or whole, any fees levied by the FIRE DISTRICT in lieu of imposition of the fees upon the  
20 citizens of the CITY. Neither the FIRE DISTRICT nor the CITY shall be legally obligated to  
21 collect fees on behalf of the other party.

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

1 efforts, shall be credited to the CITY.

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

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

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

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

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

6 (4) If the CITY prevails in arbitration and has paid the FIRE DISTRICT the  
7 disputed amount, a refund to the CITY will be forwarded to the mailing address identified in  
8 Section III, Subsection (I), herein, within thirty (30) calendar days from the date of the issuance  
9 of the arbitrator's decision. In addition, the FIRE DISTRICT will pay to the CITY an interest  
10 payment, as calculated for late payments in Section III, Subsection (K) of this Agreement.  
11 Each party is required to pay its own legal fees associated with such arbitration and is not  
12 entitled to recovery of those fees from the other party.

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

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

25 (Q) After the conclusion of the second year of the Agreement term, the FIRE DISTRICT  
26 shall review incident response data to determine if cost sharing of resources assigned within  
27 the CITY is warranted. Any cost sharing of resources deemed mutually appropriate by the  
28 FIRE CHIEF of the FIRE DISTRICT and the CITY MANAGER of the CITY shall be included in

1 an Amended Schedule 2 to this Agreement and mutually approved by the CITY COUNCIL and  
2 the FIRE CHIEF of the FIRE DISTRICT.

3 **SECTION IV. EQUIPMENT, FURNITURE, FURNISHINGS, AND EXPENDABLE**

4 **EQUIPMENT/FIRE APPARATUS AND EQUIPMENT**

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

10 (B) All right, title, and interest in said CITY apparatus and vehicles shall be conveyed to  
11 FIRE DISTRICT free and clear of any encumbrances. The CITY shall be responsible for any  
12 and all outstanding loans or liens against said apparatus and vehicles.

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

20 **SECTION V. FIRE STATION**

21 (A) The CITY fire station as identified on Schedule 3 attached hereto and made a part  
22 hereof is in need of major repairs and modifications prior to occupancy by the FIRE DISTRICT  
23 as identified in the estimated conversion costs report prepared by the FIRE DISTRICT and  
24 provided to the CITY October 26, 2016. Such repairs include, but are not limited to, seismic  
25 upgrades, removal of the failing second floor, roof replacement, and modification of the first  
26 floor to accommodate five (5) personnel and two ADA compliant restrooms (hereinafter "station  
27 repairs"). The conversion costs options detailed on Schedule 4 are estimated costs only, and  
28 will change based upon the actual costs of construction once the project is officially bid and

1 awarded in accordance with County practices, and as provided herein, the CITY would be  
2 responsible for reimbursing the FIRE DISTRICT the actual costs of station repairs or  
3 replacement. Prior to the commencement date of services, the CITY shall provide a written  
4 request to the FIRE DISTRICT to perform either of the following: 1) commence the station  
5 repairs as described herein above (Option 1 on Schedule 4), or 2) undertake the replacement  
6 of the existing CITY fire station with a new facility, either Option 2 or 3 on Schedule 4  
7 (hereinafter "replacement station"). The provision of services to be provided by the FIRE  
8 DISTRICT to the CITY pursuant to this Agreement will not commence prior to the receipt by  
9 the FIRE DISTRICT of the CITY's written request in accordance with this Section V,  
10 Subsection (A).

11 A replacement station developed by the FIRE DISTRICT on the existing CITY fire  
12 station site would be designed to accommodate five (5) fire station personnel. If the CITY opts  
13 to administer its own CITY-run ambulance transport program pursuant to Section II,  
14 Subsection (F) of this Agreement and to house ambulance personnel at the CITY fire station, a  
15 larger, two-story, seven (7) dorm station would be required and the replacement station would  
16 be developed on CITY-owned property immediately adjacent to the City Hall complex.  
17 Development of the replacement station would be performed by the FIRE DISTRICT in  
18 accordance with FIRE DISTRICT standards and specifications.

19 (B) Should the CITY request the FIRE DISTRICT perform the station repairs (Option 1  
20 on Schedule 4), all actual costs incurred by the FIRE DISTRICT will be included in the  
21 conversion costs due by the CITY pursuant to Section III, Subsection (F) herein and specified  
22 in Schedule 4 of this Agreement. The estimated costs of repairs will be used for billing  
23 purposes until the project is complete. Once the repairs are completed, the FIRE DISTRICT  
24 will adjust the CITY's remaining conversion costs payments to either credit the CITY with any  
25 over-estimated costs, or bill the CITY for any under-estimated costs.

26 (C) Should the CITY opt to have the FIRE DISTRICT undertake the construction of a  
27 replacement station, all costs incurred by the FIRE DISTRICT for the replacement station  
28 (including but not limited to, project management, design, plans and specifications, permits,

1 grading, utilities, construction, and landscaping) will be the responsibility of the CITY and will  
2 be due and payable to the FIRE DISTRICT in sixty (60) equal monthly payments. Such  
3 estimated station replacement cost shall be added to each monthly invoice for the Annual Fee  
4 pursuant to Section III of this Agreement commencing at the completion of the first six months  
5 of the Agreement term and shall be included on the CITY's monthly Annual Fee invoices  
6 beginning with the CITY's seventh monthly Annual Fee invoice. The estimated costs of  
7 replacement will be used for billing purposes until the project is complete. Once completed,  
8 the FIRE DISTRICT will adjust the CITY's remaining payments to either credit the CITY with  
9 any over-estimated costs or bill the CITY for any under-estimated costs.

10 In the event the total actual cost of the replacement station is not available during  
11 the first five (5) years of this Agreement term, if the total actual cost is less than the estimated  
12 costs paid by the CITY, the difference will be included as a credit to the CITY's Annual Fee  
13 during the fiscal year immediately following the availability of the actual costs. If the total  
14 actual replacement station costs are in excess of the estimated costs, this excess amount will  
15 be added to the CITY's Annual Fee billing during the fiscal year immediately following the  
16 availability of the actual costs, payable in twelve (12) equal monthly installments.

17 (D) Until such time as the station repairs are completed by the FIRE DISTRICT or the  
18 FIRE DISTRICT deems a replacement ready for occupancy, FIRE DISTRICT fire station  
19 personnel assigned to the CITY shall occupy, and all equipment and apparatus necessary to  
20 provide services to the CITY pursuant to this Agreement shall be housed at, the CITY's current  
21 temporary fire station facility, located adjacent to the CITY Hall complex property, at no cost to  
22 the FIRE DISTRICT. The FIRE DISTRICT shall perform day-to-day maintenance and minor  
23 routine repairs on the temporary fire station facility, defined as less than \$10,000 per repair,  
24 and total repairs shall not exceed \$50,000 annually. The FIRE DISTRICT shall notify the CITY  
25 of any non-routine maintenance or major repair needs which shall be undertaken by the CITY  
26 within 10 business days, or as agreed to in writing by the FIRE DISTRICT, at no cost to the  
27 FIRE DISTRICT. Upon FIRE DISTRICT occupancy of the CITY fire station, the temporary fire  
28 station facility will be returned to the CITY in the same condition in which it was received,

1 normal wear and tear excepted. At the CITY's written request, the FIRE DISTRICT will  
2 remove the temporary fire station facility, either moving it to another FIRE DISTRICT location  
3 or disposing of it, without cost to the CITY.

4 (E) This Agreement constitutes a lease whereby the CITY shall lease to the FIRE  
5 DISTRICT the CITY temporary fire station for one dollar (\$1) annually, and when operable, the  
6 permanent fire station for one dollar (\$1) annually. The temporary CITY fire station leased by  
7 the CITY to the FIRE DISTRICT shall be used for the purpose of providing fire protection and  
8 emergency medical and related services as described herein until a permanent CITY fire  
9 station is operable, at which time the temporary CITY fire station lease to the FIRE DISTRICT  
10 shall be terminated. The lease amounts shall be credited against the first invoice of each fiscal  
11 year. In the event the CITY opts for a replacement station pursuant to Subsection (A) herein  
12 above, the lease of the replacement station will commence upon occupancy by the FIRE  
13 DISTRICT, and the lease amount shall be credited against the first invoice of the fiscal year  
14 immediately following station occupancy.

15 (F) The CITY represents and warrants that it has performed all environmental clean-up  
16 of hazardous materials at the permanent CITY fire station site, as required by all applicable  
17 Federal, State, and local laws as detailed in Section VIII, Subsection (C) herein. The CITY  
18 represents and warrants that the CITY has, as federally mandated, at its own expense,  
19 properly removed and replaced, if applicable, all underground fuel tanks and all other  
20 environmental hazards from the permanent CITY fire station site in accordance with all  
21 applicable Federal, State, and local requirements and standards. The FIRE DISTRICT  
22 assumes no responsibility for any and all contamination or environmental damage, including  
23 personal injury or property damage, or liability of any nature whatsoever arising from said fuel  
24 tanks or their removal. The CITY shall indemnify, defend, and hold harmless the FIRE  
25 DISTRICT from any claims, liabilities, damages, costs, or expenses of any nature whatsoever  
26 related to any fuel tanks located at the permanent or the temporary CITY fire station site prior  
27 to the commencement date of service under this Agreement.

28 //

1 (G) The CITY shall indemnify, defend, and hold harmless the FIRE DISTRICT for any  
2 liability, cost, expense, claims, or damages arising from any contamination or environmental  
3 damage, including personal injury or property damage of any kind whatsoever at or adjacent to  
4 the permanent or the temporary CITY fire station sites in any way related to asbestos, if any, at  
5 the CITY fire station sites, or in any way related to hazardous materials or dangerous  
6 conditions caused or created or contributed to by the CITY prior to the commencement date of  
7 services at the CITY fire station sites.

8 (H) The FIRE DISTRICT shall be responsible for utility payments related solely to the  
9 FIRE DISTRICT's use of the permanent or the temporary CITY fire stations. In the event the  
10 CITY fire station's utility connections are shared jointly by others, an equitable formula to  
11 determine sharing of utility costs shall be set forth in a Memorandum of Understanding,  
12 included herein as Schedule 15, attached hereto and made a part hereof entered into by the  
13 CITY and the FIRE DISTRICT and executed by the CITY MANAGER and FIRE CHIEF of the  
14 FIRE DISTRICT, respectively, prior to the commencement date of services or as soon as  
15 practicable thereafter.

16 (I) If the CITY fire station is replaced by the FIRE DISTRICT pursuant to Subsection (A)  
17 herein (Options 2 or 3 of Schedule 4), the FIRE DISTRICT shall be responsible for the cost of  
18 all required routine and major repairs on the replacement station (limited to \$100,000 per  
19 repair) once it is operational. If the station repairs are performed on the existing CITY fire  
20 station pursuant to Subsection (A) herein (Option 1 of Schedule 4), the FIRE DISTRICT shall  
21 be responsible for minor and routine station repairs as follows:

22 (1) The FIRE DISTRICT shall perform all routine, day-to-day maintenance, and  
23 minor repairs (collectively referred to as "routine repairs") on the permanent CITY fire station  
24 leased from the CITY identified on Schedule 3 not to exceed \$50,000 annually for routine  
25 maintenance and repairs for the CITY fire station during the first year of the FIRE DISTRICT's  
26 occupying the CITY fire station (the FIRE DISTRICT's maximum share); for the second  
27 through fifth years of this Agreement after the FIRE DISTRICT has occupied the CITY fire  
28 station, the FIRE DISTRICT's maximum annual share for routine repairs for the CITY fire



1 station shall increase as follows:

2	Year 2	\$55,000
3	Year 3	\$60,500
4	Year 4	\$66,550
5	Year 5	\$73,205
6	Year 6	No Cap on Routine/Minor Repairs

7 (2) The FIRE DISTRICT shall notify the CITY in writing if the total cost for routine  
8 repairs for the CITY fire station in any one year is anticipated to exceed the FIRE DISTRICT's  
9 maximum share for that year in accordance with this Subsection (l), and such excess shall be  
10 added to the CITY's next Fiscal Year's Annual Fee. If the FIRE DISTRICT expends less than  
11 the FIRE DISTRICT's maximum share on the CITY fire station in any year, any amount less  
12 than the FIRE DISTRICT's maximum share for the CITY fire station shall not be carried  
13 forward from year to year. Routine repairs shall include but not be limited to the following:  
14 repair or replacement of apparatus room doors; floor replacement; ceiling replacement;  
15 incidental plumbing and electrical repairs; heating and air conditioning repairs; exhaust fan  
16 replacement; and minor remodeling such as shower refurbishment, installation of stainless  
17 steel countertops, and additional cabinets for offices and/or lockers. All costs for routine  
18 maintenance or repairs or portions thereof in excess of the FIRE DISTRICT's maximum annual  
19 share shall be the responsibility of the CITY. The FIRE DISTRICT may elect to replace or  
20 upgrade appliances or furnishings at the CITY fire station at its own expense. The CITY shall  
21 not be responsible for any such upgrades or replacements, and such upgrades and  
22 replacements shall not reduce the FIRE DISTRICT's maximum share provided above, unless  
23 the items being replaced are no longer functioning or repairable at a reasonable cost as  
24 determined by the FIRE DISTRICT, in which event such costs incurred by the FIRE DISTRICT  
25 shall reduce the FIRE DISTRICT's maximum share.

26 (3) Any non-routine repairs, defined as repairs in excess of \$100,000, hereinafter  
27 shall be referred to as "major repairs" and shall be identified, in writing, by the FIRE DISTRICT  
28 and presented to the CITY. Major repairs shall be undertaken by the CITY within twelve (12)

1 months of the FIRE DISTRICT's notification to the CITY, or other time period as mutually  
2 agreed upon by the FIRE CHIEF of the FIRE DISTRICT and the CITY MANAGER, unless said  
3 major repair is deemed an emergency, hereinafter referred to as "emergency major repair." In  
4 the event of a dispute regarding the existence of major repairs, the general arbitration  
5 procedures stated in Section III, Subsection (N) shall be utilized. Emergency major repairs  
6 shall be defined as conditions that if left unrepaired would compromise the health, welfare, or  
7 security of the fire station inhabitants or the public, as reasonably determined by the FIRE  
8 DISTRICT. The FIRE DISTRICT shall commence emergency major repairs immediately and  
9 make reasonable effort to notify the CITY's designated emergency contact person. The CITY  
10 shall provide the FIRE DISTRICT with the name and telephone number of a designated  
11 contact person for such emergency contacts which may be after hours. The FIRE DISTRICT  
12 will undertake the emergency major repairs and invoice the CITY for the costs of such repairs.  
13 The CITY shall be invoiced for one-twelfth (1/12) of the cost of such repairs monthly for a  
14 period of twelve (12) months. All invoices for emergency major repairs undertaken by the  
15 FIRE DISTRICT shall be due and payable thirty (30) days from the date of invoice and shall be  
16 subject to the terms contained in Section III, Subsections (K) and (N) herein.

17 (4) The FIRE CHIEF of the FIRE DISTRICT may authorize, with the approval of the  
18 CITY, improvements or modifications to the CITY fire station for the FIRE DISTRICT's benefit  
19 at no cost to the CITY. Such FIRE DISTRICT costs shall not be subject to the FIRE  
20 DISTRICT's maximum share provisions as contained herein, and FIRE DISTRICT's maximum  
21 share shall not be reduced by the costs of any such improvements.

22 (J) Without limiting each party's indemnification of the other and during the term of this  
23 Agreement, each party agrees to maintain the following programs of insurance. Each party  
24 shall retain the option of satisfying its insurance obligations herein through use of a program of  
25 commercial or self-insurance coverages, or any combination thereof. Each party's insurance  
26 shall be primary to and not contributing with any insurance or self-insurance programs  
27 maintained by the other, and shall be maintained at each party's own expense.

28 (1) The CITY shall maintain: General Liability insurance (written on ISO policy form

1 CG 00 01 or its equivalent) with limits of not less than \$1 million per occurrence and \$2 million  
2 aggregate; Workers Compensation insurance to meet statutory requirements, and including  
3 Employers' Liability coverage with limits of not less than \$1 million each; Professional Liability  
4 covering liability arising from any error, omission, negligent or wrongful act of the CITY with  
5 limits of not less than \$1 million per occurrence and \$2 million aggregate; and Property  
6 Coverage providing Special form ("all-risk") coverage in an amount equivalent to the full  
7 replacement value of the CITY fire station and applying to CITY- owned and leased real  
8 property.

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

17 (K) The FIRE DISTRICT shall not be liable for any damages to the CITY fire station  
18 which results from any seismic events, natural disasters, civil disturbances, or acts of God.  
19 Should any such event occur that makes the CITY fire station unlivable and/or non-operational,  
20 the CITY shall immediately find temporary quarters for the FIRE DISTRICT to operate out of  
21 until the CITY can repair the CITY fire station.

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

26 **SECTION VI. INDEMNIFICATION**

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

1 (A) The CITY agrees to indemnify, defend, and hold harmless the FIRE DISTRICT and  
2 the County of Los Angeles, hereinafter referred to as "COUNTY", their elected and appointed  
3 officials, officers, agents, and employees from any and all liability and expenses, including  
4 defense costs and legal fees, arising from or connected with claims and lawsuits arising from  
5 the negligent or wrongful acts of the CITY in the performance of this Agreement.

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

11 **SECTION VII. PERSONNEL**

12 (A) **SWORN EMPLOYEES**

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

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

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

	<u>Number</u>	<u>Fire District Status</u>
1		
2	3	Captain
3	3	Fire Fighter Specialist
4	9	Fire Fighter Paramedic

5 The CITY shall designate sworn employees to be assigned to the Captain, Fire  
6 Fighter Specialist, and Fire Fighter Paramedic positions indicated above. Any CITY  
7 designated employee shall be eligible for the assigned position if the employee has held the  
8 position being designated to or a higher position in the service of the CITY. A duly authorized  
9 representative from the Hermosa Beach Firefighters' Association – Local 3371 shall approve,  
10 in writing, the appointment of the personnel designated to the ranks of Captain and Fire Fighter  
11 Specialist as listed on Schedule 7 attached. Once approved by the Hermosa Beach  
12 Firefighters' Association – Local 3371, these designations shall become final and not subject to  
13 change unless a CITY sworn employee designated on the list does not transfer to the FIRE  
14 DISTRICT. The CITY shall indemnify, defend, and hold harmless the FIRE DISTRICT from  
15 any claims, liabilities, damages, costs, or expenses of any nature whatsoever related to the  
16 designation of transferring employees' ranks by the CITY.

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

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

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

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

25 (8) **Seniority** - This Agreement will result in the creation of fifteen (15) additional  
26 FIRE DISTRICT sworn positions. More than fifteen (15) sworn employees may be transferring  
27 from the CITY to the FIRE DISTRICT. Pursuant to Section 53292 of the California  
28 Government Code and except as specified in Section VII, Subsection (C), paragraph (10)

1 herein, so as not to impair the seniority rights of FIRE DISTRICT sworn employees, as a result  
2 of the fifteen (15) newly created sworn positions, only fifteen (15) CITY sworn employees with  
3 the most CITY Fire Department continuous service time will receive FIRE DISTRICT seniority  
4 rights and COUNTY seniority. In the event any two or more transferring CITY employees have  
5 the same continuous service date with the CITY Fire Department, the CITY shall use whatever  
6 method currently utilized by the CITY to determine the manner in which the seniority for those  
7 affected employees shall be established.

8 FIRE DISTRICT seniority is principally used for transfer bidding rights and, for  
9 these fifteen (15) positions, will be based on continuous service time in the firefighter series  
10 with the CITY's Fire Department. COUNTY seniority, which as defined in Los Angeles County  
11 Civil Service Rule 2.15 as "continuous service," is principally used for purposes of determining  
12 the order of layoff or reduction. Also as defined in Section 6.04.040 of the Los Angeles County  
13 Code, "continuous service" is principally used for purposes of determining rights to some types  
14 of paid leave. For these fifteen (15) positions, continuous service will include all continuous  
15 service time with the CITY, including any continuous non-permanent time.

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

20 All CITY and FIRE DISTRICT seniority will be considered for all purposes, except  
21 for those individuals beyond the fifteen (15) additional sworn positions for which CITY seniority  
22 shall not count for purposes of bidding rights, vacation schedules, and to determine the order  
23 of layoff or reduction.

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

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

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

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

14 (B) **NON-SWORN EMPLOYEES**

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

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

25 (C) **ALL EMPLOYEES**

26 (1) **Medical Exam & Background Investigation** - Prior to the commencement  
27 date of services, as a condition of the FIRE DISTRICT employment, each CITY employee  
28 must be medically qualified by a FIRE DISTRICT-administered physical examination, which



1 includes a drug screening component, and must pass the FIRE DISTRICT's background  
2 investigation. Any CITY employee who is on medical leave of absence on the commencement  
3 date of services shall be blanketed into FIRE DISTRICT if he/she passes the required medical  
4 examination and background investigation upon termination of medical leave. The FIRE  
5 DISTRICT retains the right to not accept any CITY employee in its sole discretion upon  
6 completion of the employee's medical exam and background investigation. In such case, the  
7 CITY employee's rights, obligations and status as a CITY employee shall be dictated by CITY  
8 rules and regulations.

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

15 CITY Fire Fighter Paramedics shall transfer to the FIRE DISTRICT into Fire  
16 Fighter Paramedic positions. Any CITY Fire Fighter Paramedic who opts to transfer into a  
17 non-paramedic Fire Fighter position after transfer to the Fire District shall receive the  
18 appropriate FIRE DISTRICT Fire Fighter salary based on the transferring employee's time in  
19 service with the CITY, plus any appropriate CITY bonuses as determined by the FIRE  
20 DISTRICT, and such employee shall not be eligible to receive a Y-rated salary pursuant to this  
21 Section VII, Subsection (C), paragraph 2(a).

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

26 Paramedic bonuses will be included in the "CITY salary" for those employees  
27 who transfer to the FIRE DISTRICT into a "Fire Fighter Specialist" or "Captain" position  
28 pursuant to this Section VII, Subsection (A), paragraph (3) and who are receiving a paramedic

1 bonus in the CITY at the time of transfer to the FIRE DISTRICT. In the event any employee  
2 transferring to the FIRE DISTRICT into a “Fire Fighter Specialist” or “Captain” position is  
3 subsequently assigned to a paramedic position in the FIRE DISTRICT, the employee’s salary  
4 will be recalculated to eliminate the amount of his CITY paramedic bonus and to include the  
5 applicable FIRE DISTRICT paramedic bonus. All other bonuses, regardless of eligibility for  
6 CITY retirement credit, other than paramedic bonuses, will be considered by the FIRE  
7 DISTRICT in its discretion for inclusion in the determination of an employee’s FIRE DISTRICT  
8 salary placement but is not guaranteed. The ultimate decision regarding the inclusion of  
9 bonuses rests with the FIRE DISTRICT in its discretion.

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

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

28 (b) Non-Sworn Employees - Except as provided in Section VII, Subsection (C),

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

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

12 (4) **Uniforms** - CITY issued uniforms and safety equipment that meet FIRE  
13 DISTRICT standards shall be transferred to the FIRE DISTRICT with the transferring  
14 employees. CITY uniforms will be supplemented by FIRE DISTRICT issued uniforms and/or  
15 safety equipment necessary to meet FIRE DISTRICT requirements. The CITY shall assume  
16 all costs for supplementing uniforms and safety equipment that do not meet FIRE DISTRICT  
17 standards. Such costs shall be included on Schedule 4, as soon as available. Subsequent  
18 uniform issues will be as provided for in the current Memorandum of Understanding for the  
19 respective employee representation units entered into between the County of Los Angeles and  
20 the certified employee organizations, if applicable.

21 (5) **Personnel/Medical/Time Records** - As a condition of FIRE DISTRICT  
22 employment, CITY employees must consent to the transfer of complete original personnel and  
23 employment medical records to the FIRE DISTRICT. The CITY will provide the FIRE  
24 DISTRICT with complete and original personnel and employment medical records of all CITY  
25 personnel to be transferred pursuant to this Agreement, including any employee's complete  
26 original Workers' Compensation files, all claims for disability compensation, and all additional  
27 documentation related to open claims which remain ongoing after the date of transfer of the  
28 CITY employees to the FIRE DISTRICT, which shall be the commencement date of services.

1 In addition, the CITY will provide the FIRE DISTRICT with a minimum of one (1) year's time  
2 records of "hours worked" prior to the commencement date of services for all CITY personnel  
3 to be transferred pursuant to this Agreement. Each transferring employee shall certify to the  
4 FIRE DISTRICT the completeness of his/her personnel file.

5 (6) **Vacation and Holiday Shifts/Days** - The CITY shall pay to the FIRE  
6 DISTRICT in the manner set forth in Section III, Subsection (P) herein for transferred vacation  
7 benefit shifts/days and holiday benefit shifts/days for transferring employees at the CITY's  
8 salary rates in effect on the commencement date of service. The CITY shall transfer in whole  
9 hours all vacation benefit shifts/days an employee is entitled to in CITY employment to a  
10 maximum of twenty (20) vacation days or ten (10) shifts, whichever is applicable. The CITY  
11 may transfer in whole hours all holiday benefit shifts/days an employee is entitled to in CITY  
12 employment to a maximum of twenty-two (22) holiday days or eleven (11) shifts, whichever is  
13 applicable. Vacation and holiday benefit shifts/days are outlined in Schedules 8 and 9,  
14 respectively, for sworn personnel and Schedules 12 and 13, respectively, for non-sworn  
15 personnel, which are attached hereto and made a part hereof. CITY salary rates for  
16 reimbursement to the FIRE DISTRICT are defined in this Section VII, Subsection (C),  
17 paragraph (2).

18 Transferring CITY employees shall accrue vacation benefits each pay period.  
19 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  
20 each month to the last day of that month. The amount of vacation benefits accrued by each  
21 transferring CITY employee shall be based on the transferring employees' continuous service  
22 time as a sworn employee of the CITY. Transferring CITY employees may use their accrued  
23 vacation benefits during the pay period immediately following the pay period in which the  
24 benefits are accrued, notwithstanding the employees' assigned COUNTY seniority.

25 (7) **Sick Shifts/Days** - The CITY shall pay to the FIRE DISTRICT in the manner  
26 set forth in Section III, Subsection (P) herein for transferred sick benefit shifts/days for  
27 transferring employees at the CITY's salary rates in effect on the commencement date of  
28 service. The CITY shall transfer in whole hours all sick benefit shifts/days an employee is

1 entitled to in CITY employment to a maximum of twelve (12) sick days or six (6) shifts,  
2 whichever is applicable. Sick benefit shifts/days are outlined in Schedule 10 for sworn  
3 personnel and Schedule 14 for non-sworn personnel, which are attached hereto and made a  
4 part hereof. The CITY salary rates for reimbursement to the FIRE DISTRICT are defined in  
5 this Section VII, Subsection (C), paragraph (2).

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

15 (9) **Los Angeles County Employees Retirement Association**

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

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

25 c) Service performed by such sworn and non-sworn personnel while  
26 employees of the CITY shall not be credited as retirement service with LACERA, and except  
27 as provided in California Government Code Sections 31836.1 and 31836.2, shall not be  
28 counted for the purpose of discontinuing contributions after thirty (30) years of continuous

1 service pursuant to Government Code Sections 31625.2 and 31664, to the extent applicable,  
2 and shall not be counted for the purpose of determining health insurance premiums charged to  
3 LACERA retirees.

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

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

27 The CITY and the FIRE DISTRICT shall cooperate in the ongoing management  
28 of any Workers' Compensation claims pending, filed, during the time CITY personnel are

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

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

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

28 //

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

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

9 **SECTION VIII. ENVIRONMENTAL QUALITY CONTROL**

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

16           (B) Prior to the commencement date of services, the CITY shall have a Cal-OSHA  
17 Registered Environmental Assessor perform a Phase I Site Assessment and Building  
18 Asbestos Survey and, if subsequently required, a Phase II Site Assessment on the CITY fire  
19 station facility. All Site Assessments and related reports shall be reviewed, approved, and  
20 accepted by the FIRE DISTRICT.

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

28           (D) The FIRE DISTRICT shall, at its sole expense, mitigate and abate all environmental



1 damage (if any) caused by the FIRE DISTRICT or its agents at the CITY fire station after the  
2 commencement date of services.

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

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

16 (A) The FIRE DISTRICT is currently the administering agency for the CITY's  
17 Hazardous Materials Release Response Plan and Inventory, California Health and Safety  
18 Code Chapter 6.95, Sections 25500 - 25545, hereinafter referred to as the "Program." The  
19 FIRE DISTRICT shall continue to be the administering agency for the Program during the term  
20 of this Agreement.

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

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

24 Pursuant to Los Angeles County Fire Code - Title 32, Sections 10000.1 and 10000.2,  
25 and California Health and Safety Code Section 13869, as may be subsequently amended,  
26 upon annexation of the CITY to the FIRE DISTRICT, the County of Los Angeles Fire Code -  
27 Title 32, including any subsequent amendments to such code, shall be enforced in the CITY by  
28 the FIRE DISTRICT. By ordinance, the CITY shall adopt the County of Los Angeles Fire Code

1 – Title 32 as of the commencement date of services. This ordinance will adopt all existing  
2 CITY amendments to the County of Los Angeles Fire Code - Title 32 as a separate  
3 attachment. The FIRE DISTRICT will enforce applicable amendments specific to the CITY.  
4 Where differences occur between the Los Angeles County Fire Code - Title 32 and the  
5 amendments adopted by the CITY, the CITY amendments will take precedence unless an  
6 impracticality of enforcement is determined by the FIRE DISTRICT in its sole discretion, in  
7 which case the FIRE DISTRICT and the CITY shall work towards establishing a mutually  
8 agreeable resolution.

9 **SECTION XI. MODIFICATION OF SCHEDULES**

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

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

18 **SECTION XII. WITHDRAWAL**

19 (A) In the event the CITY terminates this Agreement and withdraws from the FIRE  
20 DISTRICT at any time subsequent to ten (10) years from the commencement date of service,  
21 per the provisions of Section I, herein, the FIRE DISTRICT and the CITY agree that:

22 (1) The lease on the fire station shall terminate and the FIRE DISTRICT shall  
23 vacate the CITY fire station on the effective date of withdrawal except as provided for in a  
24 subsequent written agreement as may be entered into by the CITY and the FIRE DISTRICT.

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

28 (3) The FIRE DISTRICT shall return to the CITY fire station equipment, furniture,

1 tools, and furnishings of a comparable type and condition as of the commencement date of  
2 services, which are essential to the operation of the fire station facility and are detailed in  
3 Schedule 6.

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

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

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

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

### 14 **SECTION XIV. GENERAL PROVISIONS**

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

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

24 (C) Entire Agreement – This Agreement constitutes the entire agreement between  
25 the parties relating to the subject matter of this Agreement, and supersedes any prior  
26 understanding whether oral or written and may be modified only by further written agreement  
27 between the parties hereto. The non-enforceability, invalidity or illegality of any provision of  
28 this Agreement shall not render the other provisions thereof unenforceable, invalid or illegal.

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, the Chairman has executed this Agreement on behalf of the FIRE DISTRICT  
5 and which execution has been attested to by its Clerk.

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

**CITY OF HERMOSA BEACH**

8  
9 By \_\_\_\_\_  
10     Chairman, Board of Supervisors

By \_\_\_\_\_  
Mayor

11 DATE \_\_\_\_\_

DATE \_\_\_\_\_

12  
13  
14 **ATTEST:**  
15 **LORI GLASGOW**  
16 Executive Officer-Clerk of  
17 The Board of Supervisors

**ATTEST:**  
  
  
18 By \_\_\_\_\_  
19     Deputy  
20  
21  
22  
23  
24  
25  
26  
27  
28

**APPROVED AS TO FORM:**  
  
23 **MARY C. WICKHAM**  
24 County Counsel

**APPROVED AS TO FORM:**  
  
  
By \_\_\_\_\_  
City Attorney

**CITY OF HERMOSA BEACH - AGREEMENT FOR SERVICES**

**SCHEDULE 1**

**COMMENCEMENT DATE OF SERVICE**

*TO BE DETERMINED*

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

**APPROVED:**

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

\_\_\_\_\_  
**CITY MANAGER**

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

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

**CITY OF HERMOSA BEACH - AGREEMENT FOR SERVICES  
SCHEDULE 2  
OPERATION BY DISTRICT WITH ESTIMATED 2017-18 ANNUAL FEE**

**Operations:**

<u>Station</u>	<u>Equipment</u>	<u>Post Positions <sup>(a)</sup></u>	<u>Estimated 2017-18 City Cost</u>
1	Paramedic Assessment Engine	3	\$2,229,255
	Paramedic Squad	2	\$1,148,966 <sup>(b)</sup>

**Fire Prevention:**

Captain	0.05	\$12,342
Fire Fighter Specialist	0.25	\$52,256
Fire Prevention Engineering Assistant II	0.25	\$34,006

<b>Total Salary and Employee Benefits Cost</b>	<b>\$3,476,825</b>
<b>Overhead @ 34.8280%</b>	<b>\$1,210,909</b>

<b>ESTIMATED 2017-18 ANNUAL FEE</b>	<b>\$4,687,734</b>
-------------------------------------	--------------------

<sup>(a)</sup> Three persons staff each post position through a 56-hour work week.

<sup>(b)</sup> City Cost is only 80% of the full cost of a paramedic squad due to anticipated benefit of the paramedic squad on a regional basis.

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

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

**APPROVED:**

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

\_\_\_\_\_  
**CITY MANAGER**

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

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

**CITY OF HERMOSA BEACH - AGREEMENT FOR SERVICES  
SCHEDULE 3  
FIRE STATION TO BE OCCUPIED BY DISTRICT**

<u>Facility Name</u>	<u>Location</u>
Hermosa Beach Station 1	540 Pier Avenue Hermosa Beach, CA
Temporary Station 1 (adjacent to City Hall Complex)	1305 Bard Street Hermosa Beach, CA

*To be adjusted if a new replacement station is built at a location other than 540 Pier Avenue, Hermosa Beach.*

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

**APPROVED:**

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

\_\_\_\_\_  
**CITY MANAGER**

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

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

**CITY OF HERMOSA BEACH - AGREEMENT FOR SERVICES  
SCHEDULE 4  
CONVERSION COSTS**

<u>FACILITY</u>		
Description	Cost	Total
<b><u>OPTION 1:</u></b>		
Existing fire station (5 dorms):		
Seismic upgrade to first floor fire station structure	\$ 910,000 *	
Demolish and remove second floor structure	140,000	
Remove and replace roof, include asbestos abatement	119,000	
Install new signage	5,600	
Exterior stucco repair	21,000	
Replace exterior vents	2,800	
Exterior paint and seal	23,800	
Remove and replace all windows with dual glazed windows	30,800	
Remove and replace rear apparatus door	21,000	
Electrical	152,600	
Mechanical	42,000	
Plumbing	32,200	
Diesel Exhaust	8,680	
Modifications to existing floor plan for P&A and ADA compliance:		
Design and construction administration	71,500	
Demo, framing and carpentry, insulation, & T-bar ceiling	85,800	
Two compliant restrooms	42,900	
Drywall and paint	35,750	
Doors and finish hardware	15,730	
Flooring	21,450	
Office furniture, kitchen table and chairs	35,750	
	<u>1,818,360</u>	
	<b>TOTAL OPTION 1 COST</b>	<b><u>\$ 1,818,360</u></b>
<b><u>OPTION 2:</u></b>		
Demolish existing station and rebuild new fire station on existing lot:		
One story, five dorms, 4,500 sq. ft. (estimated at \$970/sq. ft.)		
	<b>TOTAL OPTION 2 COST</b>	<b><u>\$ 4,365,000</u></b>
<b><u>OPTION 3:</u></b>		
Demolish existing station and rebuild new fire station:		
Standard seven dorm Fire District prototype station		
9,800 sq. ft. (estimated at \$970/sq. ft.)		
Two-story station if rebuilt on existing station site;		
One story station if built on an alternate site		
	<b>TOTAL OPTION 3 COST</b>	<b><u>\$ 9,500,000</u></b>

Costs identified as of October 2016



**CITY OF HERMOSA BEACH - AGREEMENT FOR SERVICES  
SCHEDULE 4  
CONVERSION COSTS**

**COMMUNICATIONS**

<u>Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>
Station Telephone System Replacement	1	\$ 32,000	\$ 32,000
Selective Calling Units (SCU) Parts and Labor	1	24,500	24,500
VHF Handheld Radios	6	2,000	12,000
UHF Handheld Radios	2	2,000	4,000
Cell Phone - Verizon (Paramedic Squad)	1	192	192
Cell Phone Vehicle Charger (Paramedic Squad)	1	30	30
<b>TOTAL COMMUNICATIONS COST</b>			<b><u>\$ 72,722</u></b>

Note: The cost for radios installed in the vehicles is included in each vehicle's outfitting costs.

**CITY OF HERMOSA BEACH - AGREEMENT FOR SERVICES  
SCHEDULE 4  
CONVERSION COSTS**

**VEHICLES**

**HMB E-11 2014 PIERCE VELOCITY PUMPER:**

<u>Outfitting/Repairs</u>	<u>Labor Rate/Hr</u>	<u>Labor Hours</u>	<u>Total</u>
No existing problems or required repairs	-	-	-
Paint, install decals and stripe			\$ 25,000
<b>Total HMB E-11 Outfitting/Repairs</b>			<b>\$ 25,000</b>

**NEW PARAMEDIC SQUAD:**

<u>Apparatus Cost</u>	<u>Labor Rate/Hr</u>	<u>Labor Hours</u>	<u>Total</u>
New Apparatus Cost			\$ 96,500
Emergency lighting package and electrical			8,500
Miscellaneous up-fitting supplies			1,500
Fire Equipment Mechanic labor	\$ 82.53	264	21,788
Welder/Fabricator labor	86.18	52	4,481
<b>Total Apparatus Cost</b>			<b>\$ 132,769</b>

<u>Communications</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>
<b>Data:</b>			
MDCs	2	\$ 5,000	\$ 10,000
NB Tait	2	500	1,000
VML 750 LTE	2	2,000	4,000
Installation	2	1,300	2,600
<b>Radios:</b>			
Testing and Programming	2	\$ 2,750	\$ 5,500
XTL5000 UHF	2	3,200	6,400
XTL5000 VHF	2	3,200	6,400
Installation	2	4,000	8,000
Headset	2	1,500	3,000
<b>Total Communications Cost</b>			<b>\$ 46,900</b>
<b>TOTAL VEHICLES COST</b>			<b>\$ 204,669</b>

Costs identified as of October 2016

**CITY OF HERMOSA BEACH - AGREEMENT FOR SERVICES  
SCHEDULE 4  
CONVERSION COSTS**

**FIRE EQUIPMENT**

Equipment	Unit Cost	Assessment Engine		Paramedic Squad	
		Qty.	Total Cost	Qty.	Total Cost
1 1/2" Hose Clamp - Wildland	\$ 52.70	1	\$ 52.70		
1 1/2" NSF x 1" IPM	25.83	2	51.66		
1" IPF x 1 1/2" NSM	25.83	2	51.66		
1" IPF x 1" NSM	7.50	2	15.00		
1" Nozzle - Barrel	14.07	1	14.07		
1" Nozzle - KK	298.93	1	298.93		
1" NSF x 1" IPM	7.50	2	15.00		
1" Wye - Wildland	108.97	2	217.94		
4" Hydra-Assist Valve	975.00	1	975.00		
4" NSM Rockerlug x 2 1/2" NSM Long-Handle	129.45	1	129.45		
4" NSM Rockerlug x 3 1/2" NSM Long-Handle	188.61	1	188.61		
4" NSM x 3 1/2" NSM	87.00	2	174.00		
4" NSM x 3 1/2" NSF	75.86	1	75.86		
Africanized Honey Bee Kit	120.00	1	120.00	1	\$ 120.00
Attic Ladder - 10'	1,100.00	1	1,100.00		
Axe Scabbard (TRYFIRE)	167.00	1	167.00	2	334.00
Bolt Cutters - Large 36" (HK Porter)	127.35	1	127.35	1	127.35
Bolt Cutters - Small 14" (HK Porter)	76.13	1	76.13		
Breathing Apparatus - SCBA	7,000.00	4	28,000.00	2	14,000.00
Bypass - 2 1/2"	93.99	1	93.99		
Bypass - 4"	261.60	2	523.20		
Class A Foam Containers	11.29	4	45.16		
Drop Bag - 85' 3/8" Rope	93.00	4	372.00	2	186.00
Eductor - Water (VitaMotivator)	1,126.80	1	1,126.80		
Extension Ladder - 24'	3,150.00	1	3,150.00		
Flashlight - Handheld (Pelican)	114.96	4	459.84		
Hack Saw - with Blades	12.06			1	12.06
Hall Runner	43.56	2	87.12	2	87.12
Hammer - Ball Peen	15.19	1	15.19	1	15.19
Hose - 1 3/4" Attack - 50'x14=700'	127.45	16	2,039.20		
Hose - 1" Reel Line 100'x6=600,	380.5	6	2,283.00		
Hose - 4" Supply - 50'x16=800'	510.38	16	8,166.08		
Hose - Hard Suction 4"	725.70	2	1,451.40		
Hose Pack - 1 3/4" High Rise - 50'x2=100'	238.60	2	477.20		
Hydrant Wye - 4" NSF x (3) 2 1/2" NSM	1,419.60	1	1,419.60		
Junkin Plastic Litter (Stokes Basket)	539.29			1	539.29
Knife - Utility	4.43			1	4.43
Measuring Tape	19.90			1	19.90
Nozzle - 1 1/2" Elkhart 205BA	575.00	1	575.00		
Nozzle - 1 1/2" TFT - D Handle (M1)	840.00	6	5,040.00		
Nozzle - 1" Reel Line - Bubble Cup	327.60	2	655.20		
Nozzle - 2 1/2" Smooth Bore	906.00	2	1,812.00		
Nozzle - 2 1/2" TFT - D Handle (M2)	1,242.00	3	3,726.00		
Nozzle - Fog 1000 GPM Monitor	1,116.00	1	1,116.00		
Nozzle - TFT Foam Expansion	378.00	1	378.00		
Pelican Flashlight - Big Beam	204.00			1	204.00
Pick Head Axe (Council)	37.95	2	75.90	2	75.90
Pike Pole/Ceiling Hook - 4' (Firehooks Uni)	91.60	1	91.60	1	91.60
Pike Pole/Ceiling Hook - 6' (Firehooks Uni)	99.80	1	99.80		
Pry Bar - 5' (Council)	34.45	1	34.45	1	34.45

**CITY OF HERMOSA BEACH - AGREEMENT FOR SERVICES  
SCHEDULE 4  
CONVERSION COSTS**

**FIRE EQUIPMENT**

<u>Equipment</u>	<u>Unit Cost</u>	<u>Assessment Engine</u>		<u>Paramedic Squad</u>	
		<u>Qty.</u>	<u>Total Cost</u>	<u>Qty.</u>	<u>Total Cost</u>
Ram Bar (Paratech)	595.69	1	595.69	1	595.69
Redwood Plugs - Assorted	5.00	5	25.00		
Roof Ladder - 14'	2,319.00	1	2,319.00		
Rope - Life Line 250'	267.00	1	267.00	1	267.00
Rope Bag	93.00	1	93.00	1	93.00
Rope Bag with Hardware	300.00			1	300.00
Rubbish Hook (Nupla)	93.15	1	93.15	1	93.15
Salvage Cover	134.40	1	134.40	1	134.40
Saw - Chain	975.00	1	975.00	1	975.00
Saw - Rotary	1,500.00	1	1,500.00		
Shovel - Scoop	35.78	1	35.78		
Shovel - LHRP	29.19	1	29.19	2	58.38
Siamese (2) 2 1/2" NSF x 2 1/2" NSM (Akron)	1,058.80	1	1,058.80		
Sledge Hammer (Council)	27.10	1	27.10	1	27.10
Smokey Packs-Complete	500.00	3	1,500.00		
Smooth Bore - Stack Tip for Monitor	600.00	1	600.00		
Soft Suction - 4"	420.27	2	840.54		
Staple Gun	44.15			1	44.15
Strainer - Hard Suction	134.00	1	134.00		
Stream Straightner	250.00	1	250.00		
Swift Water - Helmets	32.51	4	130.04	2	65.02
Swift Water - PFD	109.87	4	439.48	2	219.74
Swift Water Bag	26.92	1	26.92	1	26.92
Swift Water Marker Buoy	5.02	1	5.02	1	5.02
Swift Water Throw Bags	35.12	2	70.24	2	70.24
Tape - Duct	6.00			1	6.00
Tape - Electrical	3.00			1	3.00
Tape - Fireline	14.15			1	14.15
Tape - Haz-Mat	14.15			1	14.15
Tin Snips	13.36			1	13.36
Wildland - Fire Shelter	350.00			2	700.00
Wildland Web Gear (Fittings, Canteen, Harness)	223.00	4	892.00	2	446.00
Wrench - 2 1/2" thru 6" LDH (Akron)	93.60	2	187.20		
Wrench - Foam Container	13.00	1	13.00		
Wrench - Pin Hole (Akron)	25.26	2	50.52		
Wrench - Pipe Large	73.48	1	73.48	1	73.48
Wrench - Pipe Small	46.50	1	46.50	1	46.50
Wrench - Spanner 5 Hole (Sierra)	9.85	5	49.25		
Wrench/Socket - Combination set	222.74	1	222.74	1	222.74
Wye Gated 2 1/2" NSF x (2) 1 1/2" NSM - Water Thief (Elkhart)	1,259.40	1	1,259.40		
Wye Gated 2 1/2" NSF x 1 1/2" NSM Brass (Elkhart)	314.64	2	629.28		
<b><u>Homeland Security Equipment:</u></b>					
Altair CO Detector	129.00	1	129.00	1	129.00
Terrorism Decon Bucket	10.00	1	10.00	1	10.00
Chemical Resistant Gloves	3.25	4	13.00	2	6.50
Tyvek Suits (Require 4)	29.22	4	116.88	4	116.88
Trauma Shears	1.09	1	1.09	1	1.09
Super Sani Cloth (Purple Wipes)	6.51	1	6.51	1	6.51
Spirit II	6.65	1	6.65	1	6.65

**CITY OF HERMOSA BEACH - AGREEMENT FOR SERVICES  
SCHEDULE 4  
CONVERSION COSTS**

**FIRE EQUIPMENT**

<u>Equipment</u>	<u>Unit Cost</u>	<u>Assessment Engine</u>		<u>Paramedic Squad</u>	
		<u>Qty.</u>	<u>Total Cost</u>	<u>Qty.</u>	<u>Total Cost</u>
Duct Tape	6.65	1	6.65	1	6.65
Alcohol Hand Sanitizer	9.87	1	9.87	1	9.87
Decon Brush (Require 2)	8.16	2	16.32	2	16.32
Bleach	2.00	1	2.00	1	2.00
Terrorism T-Bags	36.00	3	108.00	2	72.00
Drager APR Mask	197.80	3	593.40	2	395.60
Canberra Personal Radiological Dosimeter	850.00	3	2,550.00	2	1,700.00
Duo-Dote Auto Injectors (2 per position)	unavail. *	6	-	4	-
CBRN Canisters (2 per position)	125.00	6	750.00	4	500.00
MCI Trauma Chest Kits & Inventory	350.00	2	700.00	1	350.00
Apparatus Totals			\$86,756.18	\$23,694.55	
<b>TOTAL FIRE EQUIPMENT</b>				<b><u>\$110,450.73</u></b>	

\* Cost currently unavailable due to nationwide shortage. Actual conversion costs will include the cost to procure these items.

Note: The Fire Equipment Total reflects the needs based on existing inventory of all City equipment at the time these conversion costs were compiled. Should any of the equipment inventoried not be available for transfer at the time of transfer of service, the costs incurred by the Fire District to purchase such equipment would be added to the City's total conversion cost obligation.

Costs identified as of October 2016

**CITY OF HERMOSA BEACH - AGREEMENT FOR SERVICES  
SCHEDULE 4  
CONVERSION COSTS**

**PERSONAL PROTECTIVE EQUIPMENT & UNIFORMS**

<b><u>Personal Protective Equipment (PPE)</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Cost</u></b>	<b><u>Total Cost</u></b>
Structure Helmet	15	\$ 221.48	\$ 3,322.20
Structure Flash Hood	15	25.54	383.10
Structure Gloves - Dragon Fire	30	70.85	2,125.50
Hose Strap	15	12.00	180.00
Safety Goggles	15	9.71	145.65
SCBA Mask	15	639.00	9,585.00
Wildland - Brush Pants	15	165.19	2,477.85
Wildland - Brush Jacket	15	187.07	2,806.05
Wildland - Helmet	15	46.69	700.35
Wildland - Helmet Shroud	15	30.48	457.20
Shirt - Wildland Blue Long Sleeve	30	7.32	219.60
Wildland - Gloves	15	31.33	469.95
Bee Vail	15	9.79	146.85
Wildland - Head lamp	15	19.62	294.30
Body Armor & Bag	15	489.00	7,335.00
Flash Light - Survivor (Turnouts)	15	50.14	752.10
Flash Light - Pelican Pocket (Personal)	15	22.42	336.30
Key "N"	15	5.64	84.60
			<b>PPE Total</b>
			<b>\$ 31,822</b>
<b><u>Station Uniforms</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Cost</u></b>	<b><u>Total Cost</u></b>
Uniform Pants	30	\$ 93.10	\$ 2,793.00
Uniform Shirt - Short Sleeve	30	76.65	2,299.50
Uniform Shirt - Long Sleeve	15	88.50	1,327.50
Uniform Jacket	15	96.51	1,447.65
Uniform Leather Belt	15	10.95	164.25
Silver Belt Buckle (LACoFD)	15	16.00	240.00
Uniform Work Boots	30	201.00	6,030.00
Uniform Dress Tie	15	6.52	97.80
Uniform Soft Cap	15	59.50	892.50
Uniform Name Bar	30	9.00	270.00
Turnout - Coat	30	999.00	29,970.00
Turnout - Pant	30	646.00	19,380.00
Turnout - Boots	30	107.59	3,227.70
Suspenders	15	41.22	618.30
			<b>Station Uniforms Total</b>
			<b>\$ 68,758</b>
			<b>TOTAL PPE AND STATION UNIFORMS</b>
			<b>\$ 100,580</b>

Costs identified as of October 2016

**CITY OF HERMOSA BEACH - AGREEMENT FOR SERVICES  
SCHEDULE 4  
CONVERSION COSTS**

**MEDICAL EQUIPMENT**

<u>Equipment</u>	<u>Unit Cost</u>	<u>Assessment Engine Qty.</u>	<u>Total Cost</u>	<u>Paramedic Squad Qty.</u>	<u>Total Cost</u>
Glucometer	\$ 21.00	1	\$ 21.00	1	\$ 21.00
Glucometer TEST STRIPS	70.00	1	70.00	1	70.00
Medical Box - LACoFD Standard PM Box	83.64	1	83.64	1	83.64
Peds Immobilization Board	319.00	1	319.00	1	319.00
Splint-Slishman	148.00	1	148.00	1	148.00
Splint-Traction-Peds	440.00	1	440.00	1	440.00
Splint-Vacuum LARGE	36.00	1	36.00	1	36.00
Splint-Vacuum MEDIUM	26.30	1	26.30	1	26.30
Splint-Vacuum SMALL	19.50	1	19.50	1	19.50
Splint-Vacuum Starter Set	280.00	1	280.00	1	280.00
Suction-Portable	600.00	1	600.00		
Trauma Box - Black	219.74			3	659.22
Apparatus Totals			\$ 2,043.44		\$ 2,102.66
<b>TOTAL MEDICAL EQUIPMENT</b>					<b><u>\$ 4,146.10</u></b>

**MISCELLANEOUS**

<u>Knox Systems</u>	<u>Qty.</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Estimated cost for replacement of key lock boxes (no labor included)	250	\$350	\$ 87,500 *
<p>* The Supra boxes and key cylinders currently utilized by the City are not interchangeable with the Knox Box system utilized by the Fire District, therefore, all existing lock boxes in the City will require replacement. The City does not have an inventory of the lock boxes in place in the City, thus the cost to replace the lock boxes is based on the estimated number of lock boxes as provided by Hermosa Beach Fire Department staff. The actual cost for replacing all lock boxes in the City will be updated upon the completion of transition to Fire District service and billed to the City as part of the City's overall conversion cost obligation.</p>			
<b><u>Deferred Equipment Maintenance</u></b>			<b><u>Total Cost</u></b>
(To be completed prior to commencement of service)			TBD
<b>TOTAL MISCELLANEOUS COSTS</b>			<b><u>\$ 87,500</u></b>

Costs identified as of October 2016

**CITY OF HERMOSA BEACH - AGREEMENT FOR SERVICES  
SCHEDULE 4  
CONVERSION COSTS**

**EXCESS EQUIPMENT CREDIT**

	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
<b>Fire Equipment</b>			
1 ½" NSF x 2 ½" NSM	2	\$ 12.15	\$ 24.30
2 ½" NSF x 1 ½" NSM	3	12.60	37.80
2 ½" NSF x 2 ½" NSF	2	24.94	49.88
2 ½" NSM x 2 ½" NSM	2	13.00	26.00
4" NSF x 4" NSF	3	60.75	182.25
4" NSM x 4" NSM	3	44.35	133.05
A-Tool	1	61.76	61.76
Cribbing-Assorted-Set	1	300.00	300.00
Elevator Tool Kit	1	100.00	100.00
Extinguisher – Water	1	71.28	71.28
Generator - Portable (Honda)	1	1,300.00	1,300.00
Hose Clamp – LDH (HasBra)	1	390.35	390.35
K-Tool	1	111.76	111.76
Light-Portable (Pelican)	1	579.00	579.00
Mallet – Rubber/Nupla Dead Blow	1	23.56	23.56
Mechanical Axe/Line Cutter	1	300.00	300.00
Monitor-Potable-With Tips (TFT BlitzFire)	1	1,500.00	1,500.00
Shovel - LHSP	1	29.19	29.19
Wrench – Spanner – Adjustable	4	64.90	259.60
Wye Gated 2½" NSF x 1½" NSM (Akron)	2	234.35	468.70
Wye Gated 2½" NSF x 2½" NSM (Akron)	1	962.50	962.50
		<b>Fire Equipment Total</b>	<b>\$ 6,910.98</b>
<b>Medical Equipment</b>			
Defibrillator/Monitor	1	\$ 40,000.00	\$ 40,000.00
Gurney	3	3,500.00	10,500.00
Oxygen Bottle (H Size)	2	120.00	240.00
Oxygen Bottle (JD Size)	2	100.00	200.00
Oxygen Regulators	2	38.95	77.90
Stair Chair	2	900.00	1,800.00
		<b>Medical Equipment Total</b>	<b>\$ 52,817.90</b>
<b>Personal Fitness Equipment (Trade In Value)</b>			
Half Rack, Matrix, Model A690			\$ 1,933.75
Functional Trainer, Matrix Model MSFT300			5,000.65
C2 Rowing Machine, Concept 2, Model D			900.00
Medicine Balls x 6, Dynamic, 12 lbs			599.70
Multipurpose Utility Bench x 2, Matrix			500.00
Dumbbells Hex Type Misc. weights 25 total			150.00
Foam Rollers, Trigger Point			40.00
Kettlebells Misc.			25.00
Olympic Plates (405 lbs.)			200.00
Body Bars, 9 lbs.			99.80
		<b>Personal Fitness Equipment Total</b>	<b>\$ 9,448.90</b>
<b>Communications Equipment</b>			
Panasonic Tablet	7	\$ 1,800.00	\$ 12,600.00
APX7000 Radios	7	7,000	49,000.00
		<b>Communications Equipment Total</b>	<b>\$ 61,600.00</b>
SCBA Bottle Filling Station			<b>\$ 23,000.00</b>
		<b>TOTAL EXCESS EQUIPMENT CREDIT</b>	<b><u>\$ 153,777.78</u></b>

\* This credit is comprised of available City equipment at the time of equipment inventory which is in excess of the equipment needs of the Fire District for the provision of service in the City and which is acceptable for transfer to the Fire District. Should any of the equipment itemized above not be available at the transfer of service, the City's total conversion cost credit will be adjusted accordingly.

Costs identified as of October 2016.



**CITY OF HERMOSA BEACH - AGREEMENT FOR SERVICES  
SCHEDULE 4  
CONVERSION COSTS**

**CONVERSION COSTS SUMMARY**

	Option 1	Option 2	Option 3
Facility *	\$ 1,818,360	\$ 4,365,000	\$ 9,500,000
Communications	72,722	72,722	72,722
Vehicles	204,669	204,669	204,669
Fire Equipment	110,451	110,451	110,451
PPE & Uniforms	100,580	100,580	100,580
Medical Equipment	4,146	4,146	4,146
Miscellaneous	87,500	87,500	87,500
<b>Subtotal</b>	<b>\$ 2,398,428</b>	<b>\$ 4,945,068</b>	<b>\$ 10,080,068</b>
Credit for Excess Equipment	(\$153,778)	(\$153,778)	(\$153,778)
Credit for City vehicles**	(180,220)	(180,220)	(180,220)
<b>Subtotal Net of Credits</b>	<b>\$ 2,064,430</b>	<b>\$ 4,611,070</b>	<b>\$ 9,746,070</b>
Contingency - 15%	309,665	691,661	1,461,911
<b>Total Estimated Conversion Costs</b>	<b><u>\$ 2,374,095</u></b>	<b><u>\$ 5,302,731</u></b>	<b><u>\$ 11,207,981</u></b>

\* Based upon rough estimates when the survey of facilities was conducted.

\*\* The credit reflected herein is based on the value of the vehicles acceptable to the Fire District and is comprised of the fair market value established at the time of the Fire District's initial inspection. These costs may be adjusted, if necessary, by the Fire District to reflect any reasonable change in value at the time of transfer of service.

All costs identified as of October 2016

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

**APPROVED:**

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

\_\_\_\_\_  
**CITY MANAGER**

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

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

**CITY OF HERMOSA BEACH - AGREEMENT FOR SERVICES  
SCHEDULE 5  
VEHICLES, FIRE APPARATUS, AND RELATED EQUIPMENT**

**A. VEHICLES**

<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>CITY VEHICLE #</u>	<u>PLATE #</u>	<u>VIN #</u>
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**B. FIRE APPARATUS**

<u>MAKE</u>	<u>MODEL</u>	<u>YEAR</u>	<u>CITY VEHICLE #</u>	<u>PLATE #</u>	<u>VIN #</u>
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**C. RELATED FIRE EQUIPMENT**

All equipment assigned to the units within the City as detailed below was transferred from the inventory on the City's fleet.

ENGINE 1

<u>QUANTITY</u>	<u>DESCRIPTION</u>
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*(TO BE COMPLETED ON OR ABOUT COMMENCEMENT DATE OF SERVICE)*

**APPROVED:**

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

\_\_\_\_\_  
**CITY MANAGER**

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

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

**CITY OF HERMOSA BEACH - AGREEMENT FOR SERVICES  
SCHEDULE 6  
FIRE STATION EQUIPMENT, FURNITURE, AND FURNISHINGS**

**Hermosa Beach Fire Station 1  
540 Pier Avenue  
Hermosa Beach, CA**

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

**APPROVED:**

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

\_\_\_\_\_  
**CITY MANAGER**

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

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

**CITY OF HERMOSA BEACH - AGREEMENT FOR SERVICES  
SCHEDULE 7  
SWORN PERSONNEL, RANKS, SALARIES - FOR ESTABLISHMENT OF DISTRICT SALARY**

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

APPROVED:

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

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**CITY OF HERMOSA BEACH - AGREEMENT FOR SERVICES  
SCHEDULE 8**

**SWORN PERSONNEL - VACATION HOURS TO BE TRANSFERRED BY CITY TO DISTRICT**

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

**APPROVED:**

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

\_\_\_\_\_  
**CITY MANAGER**

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

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

**CITY OF HERMOSA BEACH - AGREEMENT FOR SERVICES  
SCHEDULE 9**

**SWORN PERSONNEL - HOLIDAY HOURS TO BE TRANSFERRED BY CITY TO DISTRICT**

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

**APPROVED:**

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

\_\_\_\_\_  
**CITY MANAGER**

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

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

**CITY OF HERMOSA BEACH - AGREEMENT FOR SERVICES  
SCHEDULE 10  
SWORN PERSONNEL - SICK HOURS TO BE TRANSFERRED BY CITY TO DISTRICT**

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

**APPROVED:**

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

\_\_\_\_\_  
**CITY MANAGER**

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

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

**CITY OF HERMOSA BEACH - AGREEMENT FOR SERVICES  
SCHEDULE 11**

**NON-SWORN PERSONNEL, RANKS AND SALARIES - FOR ESTABLISHMENT OF DISTRICT SALARY**

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

**APPROVED:**

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

\_\_\_\_\_  
**CITY MANAGER**

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

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



**CITY OF HERMOSA BEACH - AGREEMENT FOR SERVICES  
SCHEDULE 12**

**NON-SWORN PERSONNEL - VACATION HOURS TO BE TRANSFERRED BY CITY TO DISTRICT**

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

**APPROVED:**

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

\_\_\_\_\_  
**CITY MANAGER**

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

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

**CITY OF HERMOSA BEACH - AGREEMENT FOR SERVICES  
SCHEDULE 13**

**NON-SWORN PERSONNEL - HOLIDAY HOURS TO BE TRANSFERRED BY CITY TO DISTRICT**

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

**APPROVED:**

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

\_\_\_\_\_  
**CITY MANAGER**

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

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

**CITY OF HERMOSA BEACH - AGREEMENT FOR SERVICES  
SCHEDULE 14**

**NON-SWORN PERSONNEL - SICK HOURS TO BE TRANSFERRED BY CITY TO DISTRICT**

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

**APPROVED:**

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**DARYL L. OSBY  
FIRE CHIEF**

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**CITY MANAGER**

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**DATE**

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**DATE**

**CITY OF HERMOSA BEACH - AGREEMENT FOR SERVICES  
SCHEDULE 15  
MEMORANDUM OF UNDERSTANDING**

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

**APPROVED:**

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**DARYL L. OSBY  
FIRE CHIEF**

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**CITY MANAGER**

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**DATE**

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**DATE**