

1 **AMENDMENT NUMBER THREE TO THE AGREEMENT FOR SERVICES**
2 **BETWEEN THE CITY OF LA HABRA AND THE**
3 **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**
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5 This Amendment Number Three to the Agreement for Services is authorized by the
6 Board of Supervisors of the County of Los Angeles in Agreement No. 75188 ("Agreement"),
7 entered into on February 8, 2005, between the City of La Habra ("CITY") and the
8 Consolidated Fire Protection District of Los Angeles County ("DISTRICT"), is made and
9 entered into this ____ day of _____, 2023, by and between the CITY and
10 DISTRICT.
11

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

13 **WHEREAS**, the CITY entered into the Agreement with the DISTRICT on February 8,
14 2005 for the provision of fire protection, hazardous materials, emergency medical, and all
15 related services, including dispatching, as authorized by Government Code Section 54981
16 and Health and Safety Code Section 13800 et. seq; and,

17 **WHEREAS**, the Agreement was amended on April 4, 2006 relating to ambulance
18 supplies, refueling, landscape maintenance, and again on December 9, 2014 to extend the
19 term of the Agreement for an additional 10-year period and to address other ministerial
20 provisions of the Agreement; and,

21 **WHEREAS**, the CITY and the DISTRICT mutually desire to further amend the
22 Agreement to modify the level of service on Schedules 2-A, 2-B, and 2-C of the Agreement,
23 as authorized pursuant to "Section XI. Modification of Schedule" of the Agreement, to reflect
24 the closure of Fire Station 193 (previously referred to as La Habra Station 3), to transition
25 from a four-person Paramedic Assessment Unit to a three-person Paramedic Assessment
26 Unit at Fire Station 194 (previously referred to as La Habra Station 4), and to revise the
27 expiration of the Agreement to June 30, 2024; and,
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1 **NOW, THEREFORE, IN CONSIDERATION** of the promises, covenants,
2 representations, and agreements set forth herein, the parties mutually agree that the
3 Agreement for Services be amended as follows:

4 **I. AGREEMENT FOR SERVICES Schedules 2-A, 2-B, and 2-C Operation by**
5 **District**, shall be deleted and replaced with Schedule 2-D, attached hereto and made a part
6 hereof. A summary of Schedule 2-D is as follows:

7 Operations

8 Effective by or before December 31, 2023, the following shall take effect:

- 9 1) The closure of Fire Station 193 which comprised of a Paramedic
10 Assessment Engine with one (1) Captain, one (1) Firefighter Specialist,
11 and one (1) Firefighter Paramedic;
12 2) The reduction of the Paramedic Assessment Engine staffing at Fire
13 Station 194 from four personnel with one (1) Captain, one (1) Firefighter
14 Specialist, one (1) Firefighter Paramedic, and one (1) Firefighter to three
15 personnel with one (1) Captain, one (1) Firefighter Specialist, and one
16 (1) Firefighter Paramedic;

17 **II. AMENDMENT 2, SECTION I. EXTENSION AND TERMINATION OF**
18 **AGREEMENT, paragraph (A)**, shall be deleted in its entirety and replaced with:

19 The Agreement and all amendments shall end effective June 30, 2024, unless
20 otherwise amended and extended by mutual agreement by the DISTRICT and the CITY. At
21 least 180 days prior to termination or expiration of this Agreement, unless otherwise renewed,
22 DISTRICT and CITY shall collaborate in good faith to develop and implement a transition
23 process that involves site inspections and asset transfer as contemplated by Section
24 XIII(A)(2) of the Agreement. The parties agree to negotiate in good faith any disputes
25 regarding the transition process without waiving any other rights or remedies.

26 **III. AGREEMENT FOR SERVICES SECTION III. ANNUAL FEE FOR SERVICES,**
27 **paragraph (A)**, shall be deleted in its entirety and replaced with:

28 CITY shall pay an Annual Fee for DISTRICT services, hereinafter referred to as

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

8 **IV. AGREEMENT FOR SERVICES SECTION V. FIRE STATIONS, paragraph (R),**
9 is added to read as follows:

10 DISTRICT's right to lease Fire Station 193 as listed in Schedule 3-B of the Agreement
11 for one dollar (\$1) annually shall be terminated. Fire Station 193 shall be vacated by the
12 DISTRICT by or before December 31, 2023 and returned to the CITY. DISTRICT and CITY
13 will agree to transfer equipment and items listed in Schedule 5 and Schedule 6. The parties
14 agree to negotiate in good faith any disputes regarding the transition process without waiving
15 any other rights or remedies.

16 **V.** All other Terms and Conditions of the Agreement for Services, as previously
17 amended, shall remain in full force and effect.

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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be
2 executed by their duly authorized officers.

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4 **CITY OF LA HABRA**

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

5
6 By _____
7 James Gomez, Mayor

By _____
Anthony C. Marrone, Fire Chief

8
9
10 **APPROVED AS TO FORM:**

APPROVED AS TO FORM:

Dawyn R. Harrison
County Counsel

11
12
13 By _____
14 Richard Jones, City Attorney

By _____
Senior Deputy