

1 **AMENDMENT NUMBER FOUR 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 Four 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 on this ____ day of _____, 202_, by and between the CITY and
10 DISTRICT.
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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, on December 9, 2014,
18 and again on _____, 2023, to extend the term of the Agreement and to address
19 other ministerial provisions of the Agreement; and

20 **WHEREAS**, the CITY and the DISTRICT mutually desire to further amend the
21 Agreement to modify the level of service on Schedules 2-D of the Agreement, as authorized
22 pursuant to "Section XI. Modification of Schedule" of the Agreement, to transition from a
23 three-person Paramedic Assessment Unit to a three-person Paramedic Engine at Fire
24 Station 192, and to extend the term of the Agreement to June 30, 2034; and

25 **WHEREAS**, the DISTRICT is authorized to enter into Amendment Four pursuant to
26 the County of Los Angeles Board of Supervisors' authorization on September 12, 2023.
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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. Schedules 2-D, of Amendment Three**, shall be deleted and replaced with
5 Schedule 2-E, attached hereto and made a part hereof. A summary of Schedule 2-E is as
6 follows:

7 Operations

8 Effective July 1, 2024, the following shall take effect:

- 9 1) Fire Station 191 will be paid for 100 percent by the CITY;
- 10 2) Fire Station 192 will transition from a three-person Paramedic
11 Assessment Unit consisting of one (1) Captain, one (1) Firefighter
12 Specialist, and one (1) Firefighter Paramedic, to a three-person
13 Paramedic Engine with one (1) Captain, one (1) Firefighter Specialist
14 Paramedic, and one (1) Firefighter Paramedic;
- 15 3) The DISTRICT and the CITY will evenly cost share Fire Station 194.

16 **II. AMENDMENT 3, SECTION II. EXTENSION AND TERMINATION OF**
17 **AGREEMENT**, shall be deleted in its entirety and replaced with:

- 18 A. The effective date of this Amendment shall commence on July 1, 2024,
19 and shall continue in effect for a successive ten (10) year period from the
20 commencement date, or until such time as this Agreement is terminated
21 or otherwise renegotiated.
- 22 B. Prior to the commencement of the eighth year of this ten-year term, the
23 DISTRICT may terminate this Agreement by giving at least two years
24 written notice to the other for termination of this Agreement and the
25 CITY's detachment from the DISTRICT in accordance with Section I.
26 The CITY may terminate this Agreement at any time by giving at least
27 one year written notice to the DISTRICT. Notice shall be sent to the
28 addresses listed in Section III, Subsection (I,) herein, or as subsequently

1 changed by either party in writing.

2 C. At least 180 days prior to termination or expiration of this Agreement,
3 DISTRICT and CITY shall collaborate in good faith to develop and
4 implement a transition process that involves site inspections and asset
5 transfer as contemplated by Section XIII(A)(2) of the Agreement. The
6 parties agree to negotiate any disputes regarding the transition process
7 without waiving any other rights or remedies.

8 D. A review of the Agreement terms may be initiated at any time by either
9 party, upon five (5) days written notice to the other. Any modifications
10 made to this Agreement shall be upon written consent of both the Fire
11 Chief of the DISTRICT and the City Manager of the CITY. The parties
12 agree to negotiate in good faith and deal fairly with respect to
13 performance under this Agreement with respect to any proposed
14 modifications to this Agreement.

15 **III. AMENDMENT 3, SECTION III. ANNUAL FEE FOR SERVICES,**

16 shall be deleted in its entirety and replaced with:

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

25 **IV. AMENDMENT 3, SECTION IV. FIRE STATIONS, paragraph (R),**

26 Shall be deleted in its entirety if all obligations contained therein have occurred on or
27 before December 31, 2023, including all agreed upon asset transfers, as contemplated by
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1 Section XIII(A)(2).

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

4 IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be
5 executed by their duly authorized officers.

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CITY OF LA HABRA

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

By _____
James Gomez, Mayor

By _____
Anthony C. Marrone, Fire Chief

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Dawyn R. Harrison
County Counsel

By _____
Richard Jones, City Attorney

By _____
Senior Deputy