

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 _____, 2024, 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
14 February 8, 2005 for the provision of fire protection, hazardous materials, emergency
15 medical, and all related services, including dispatching, as authorized by Government Code
16 Section 54981 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 October 1, 2023, to extend the term of the Agreement and to address other
19 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 Schedule 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:

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5 **I. Schedules 2-D, of Amendment Three** shall be deleted and replaced with
6 Schedule 2-E, attached hereto and made a part hereof. A summary of Schedule 2-E
7 is as follows:

8 Operations

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

- 10 1) Fire Station 191 will be paid for 100 percent by the CITY;
- 11 2) Fire Station 192 will transition from a three-person Paramedic
12 Assessment Unit consisting of one (1) Captain, one (1) Firefighter
13 Specialist, and one (1) Firefighter Paramedic, to a three-person
14 Paramedic Engine with one (1) Captain, one (1) Firefighter Specialist
15 Paramedic, and one (1) Firefighter Paramedic;
- 16 3) The DISTRICT and the CITY will evenly cost share Fire Station 194.
- 17 4) Fire Station 193 will remain closed.

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19 **II. PARAGRAPH (A), AS AMENDED, AND PARAGRAPHS (C), (D), AND (E) OF**
20 **THE AGREEMENT FOR SERVICES, SECTION I. AGREEMENT EFFECTIVE DATE**
21 **AND TERM**, shall be deleted in their entirety and replaced with:

- 22 A. The effective date of this Amendment shall commence on July 1, 2024, and
23 shall continue in effect for a successive ten (10) year period from the
24 commencement date, or until such time as this Agreement is terminated or
25 otherwise renegotiated.

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- 27 C. Subsequent to this ten (10) year term commencing July 1, 2024, this
28 Agreement shall be automatically renewed from year to year. Prior to the

1 commencement of the eighth year of this ten-year term, the DISTRICT may
2 terminate this Agreement by giving at least two years written notice to the CITY
3 for termination of this Agreement and the CITY's detachment from the
4 DISTRICT in accordance with Section I. The CITY may terminate this
5 Agreement at any time by giving at least one year written notice to the
6 DISTRICT. Notice shall be sent to the addresses listed in Section III,
7 Subsection (I,) herein, or as subsequently changed by either party in writing.

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

14 E. A review of the Agreement terms may be initiated at any time by either party,
15 upon five (5) days written notice to the other. Any modifications made to this
16 Agreement shall be upon written consent of both the Fire Chief of the
17 DISTRICT and the City Manager of the CITY. The parties agree to negotiate in
18 good faith and deal fairly with respect to performance under this Agreement
19 with respect to any proposed modifications to this Agreement.
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21 **III. AGREEMENT FOR SERVICES, SECTION III. ANNUAL FEE FOR SERVICES,**
22 **paragraphs (A) and (D), shall be deleted in their entirety and replaced with:**

23 (A) CITY shall pay an Annual Fee for DISTRICT services, hereinafter referred to
24 as "Annual Fee". As provided for in the California Health and Safety Code Section
25 13878, DISTRICT shall be paid monthly, in advance, from funds of CITY for the
26 performance of the services referred to in Section II, hereof. The Annual Fee shall
27 be determined by the methods specified in Schedule 2-E attached hereto and
28

1 made a part hereof. CITY shall pay DISTRICT one-twelfth (1/12) of the estimated
2 or actual Annual Fee monthly, in advance, on or before the first day of each
3 month. The one-year period for payment of the Annual Fee is defined as July 1
4 through June 30, herein referred to as "fiscal year."

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6 (D) A limitation shall be placed on increases in the amount of actual Annual Fee to
7 be paid by the CITY each year, hereafter to as "Annual Fee Limitation." During
8 the term of the extended ten-year term, the Annual Fee Limitation shall not exceed
9 four percent (4%) per fiscal year. During the sixth year of this Agreement, the
10 Annual Fee Limitation shall be the average of the preceding four years'
11 percentage increases in the Actual Annual Fee plus one percent (1%). The Annual
12 Fee Limitation shall temporarily cease in Fiscal Year 2024-25 and resume in
13 Fiscal Year 2025-26.

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15 **IV. AGREEMENT FOR SERVICES, SECTION V. FIRE STATIONS, paragraph (R)**
16 **as added by Amendment #1 and amended by Amendment #3, shall be deleted and**
17 **replaced as follows:**

18 (R) All routine maintenance of the landscaping at City Fire Stations 192 (520 S.
19 Harbor Blvd) and 193 (1000 W. Risner Way) shall be the sole responsibility of the
20 CITY. All routine maintenance of the landscaping at City Fire Stations 194 (13540
21 Beach Blvd) and 191(850 W. La Habra Blvd) shall be the sole responsibility of the
22 DISTRICT. Special maintenance such as irrigation and tree maintenance shall be
23 performed by the CITY. The DISTRICT shall notify the CITY via email or letter of
24 the need for special maintenance. The CITY shall provide a corrective action plan
25 within 30 days of the DISTRICT'S written request.
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1 **V. AGREEMENT FOR SERVICES, SECTION V. FIRE STATIONS, paragraph (S)**
2 **is added to the Agreement and shall read as follows:**

3 (S) In the instance of a mutually agreed upon closure of a fire station, the
4 DISTRICT and CITY shall negotiate the value, in good faith, for the
5 reimbursement, return, or credit to the CITY of furniture, tools, furnishings and
6 related fire equipment set forth in the schedule for the corresponding fire station.
7 If applicable, apparatus and vehicles returned will be of a comparable type,
8 condition, age and quantity as described in Schedule 5 as of the commencement
9 date of services.

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11 **VI. CONFLICT OF PROVISIONS,**

12 In the event the provisions in this Amendment Number Four conflict with the
13 provisions in the Agreement, and as previously amended, the terms of this
14 Amendment Number Four shall take precedence and supersede the conflicting
15 terms of the Agreement or any prior amendment. Otherwise, all other terms and
16 conditions of the Agreement, as previously amended, shall remain in full force and
17 effect.

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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment 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 Daren Nigsarian, Mayor

By _____
 Anthony C. Marrone, Fire Chief

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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