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# CITY OF POMONA COUNCIL REPORT

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March 16, 2026

To: Honorable Mayor and Members of the City Council

From: Anita D. Scott, City Manager

Submitted By: Mark J. Gluba, Assistant City Manager

**SUBJECT: APPROVAL OF A THREE-YEAR TRANSITIONAL AGREEMENT WITH THE LOS ANGELES COUNTY FIRE DISTRICT (LACOFD) FOR FIRE AND EMERGENCY SERVICES**

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## **RECOMMENDATION:**

It is recommended that the City Council take the following actions:

- 1) Approve the proposed Three-Year Transitional Agreement (**Attachment**) with LACoFD in substantially the form submitted , and;
- 2) Authorize the City Manager to execute the Agreement upon approval by the Los Angeles County Board of Supervisors

## **EXECUTIVE SUMMARY:**

The City entered into a Fire Services Agreement with the Los Angeles County Fire Protection District (Fire District) in 1994. The agreement established a cost-sharing model for certain personnel and apparatus costs between the Fire District and the City to acknowledge regional benefits and expansion of certain apparatus availability effectuated by Pomona joining the District. In November 2023, the Fire District initiated a request for full cost reimbursement for services, to be phased in over three years. The City determined that the proposed cost increase would have a significant long-term financial impact. Since that time, the City and the Fire District have worked collaboratively to develop an interim agreement that addresses service cost concerns while allowing additional time to evaluate a longer-term solution. The proposed interim agreement is the item now being brought forward for consideration.

## **SB1439/GOVERNMENT CODE §84308 APPLICABILITY:**

When this box is checked, it indicates the agenda item is subject to the Levine Act SB1439 requirements. Councilmembers are reminded to check their campaign contributions and determine whether they have received a campaign contribution of \$500 or more that would require disclosure and/or recusal from discussing or acting on this agenda item. Campaign contributions of \$500 or more made 1) by any person or entity who is identified in the agenda report as the applicant or proposer or 2) on behalf of the applicant or participant, including a parent, subsidiary or otherwise

related business entity, or 3) by any person who has a financial interest in the agenda item requires a councilmember to comply with SB1439.

**FISCAL IMPACT:**

None with this action for the current Fiscal Year (FY) 2025-26. However, by eliminating the long-term arrangement of covering the district share, there will be significant additional annual Fire and EMS costs beginning in FY 2026-27. The estimated costs from the proposed three-year phased implementation beginning in FY 2026-27 are displayed in Table 1: *Fire Contract with Full Cost Recovery*. This includes annual increases thereafter. The Fire District proposal reduces the District’s cost share and increases the City’s cost share by 33.3% each year in an incremental approach as follows:

- *City cost share increase by 1/3 in FY 2026-27*
- *City cost share increase by 2/3 in FY 2027-28*
- *Full payment in FY 2028-29 and the Annual Fee Limitation temporarily removed from FY 2025-26 through FY 2028-29*
- *The Annual Fee Limitation would resume in FY 2029-30 by the average of the preceding four years of Annual Fee % increases plus 1%*

**Table 1: Fire Contract with Full Cost Recovery**

Fiscal Year	FY 2024-25 (Actuals)	FY 2025-26 (Budget)	FY 2026-27 (Estimate)	FY 2027-28 (Estimate)	FY 2028-29 (Estimate)
<b>Proposed Contract Amount</b>	\$35,999,656	\$37,758,927	\$40,852,412	\$45,542,220	\$49,015,978
<b>Annual Increase</b>		\$1,759,271	\$3,093,485	\$4,689,808	\$3,473,758
<b>Percent Increase</b>		4.66%	8.19%	11.48%	7.63%
<i>The proposed cost-recovery starting in FY 2025-26 increases the City’s Fire Services expenditures an estimated additional \$13M over the next four fiscal years.</i>					

When compared to the prior six fiscal years, during which annual increases to the fire services contract averaged approximately \$1.5 million. The Fire District’s proposed cost increase represents a significant and unsustainable departure from historical trends. However, the transitional nature of this agreement is intended to remove the termination notice and afford both parties time to engage in negotiations for Pomona’s permanent annexation into the LACoFD.

These decisions will shape not only the structure of fire and emergency medical services in Pomona, but also the City’s broader ability to preserve core services and maintain financial resilience.

### **PREVIOUS RELATED ACTION:**

On July 7, 2025, the City Council received a staff presentation regarding a notice of termination received from Los Angeles County Fire and discussed options for providing cost-effective Fire and Emergency Services.

### **DISCUSSION:**

In 1994, the City of Pomona and the Fire District entered into a fee-for-service contract for Fire Services within the City. At the time of execution, the agreement afforded the City an estimated savings of \$1.3M for Fire Services and touted cost avoidance and benefits to the Fire District. This District benefit was contractually acknowledged by the District through a cost-sharing agreement in which the District agreed to pay half the resource costs of each of truck company 187 and 181 (now 187 and 185). Additionally, later in negotiations, the District requested new terms for the continued exclusive use of the East County Training Facility (ECTC) to recalculate how the City is compensated for the facility. This request was negotiated and incorporated within the draft agreement to continue current use rate calculations for the training facility, while the District can terminate its exclusive use with a one-year advanced notice to the City.

On April 16, 2025, LA County Fire Chief Marone, issued a formal 365-Day Notice of Termination. Subsequently indicating the Fire District's intent to terminate services to Pomona, if the City does not agree to the full cost recovery proposal. In accordance with Council direction, the staff continued to explore options for sustainable delivery of Fire and EMS Services and negotiations with LACoFD. While staff continues to assert that the full cost recovery model is not sustainable over the long-term and under existing economic conditions, the proposed agreement (Attachment 1) is a result of continued negotiations and addresses the District's request for progression to a full cost recovery model, with the commitment from both parties to negotiate, in good faith, to establish a potential property tax exchange and revenue package to facilitate the City's permanent annexation into the LACoFD.

The request for full cost recovery for all resources does not appear to account for the historical cost avoidance or ongoing operational benefit the District receives from the truck companies stationed in Pomona. The City and District have benefited from a mutually beneficial relationship since the execution of the initial contract. The District has benefited from expanded capacity and additional apparatus availability in its regional service delivery model, and the City has benefited from excellent service and savings over past City Fire Services delivery models. However, the District has made it clear that it cannot support the continued contractual cost-sharing agreement for the truck companies and historical compensation rates for the ECTC in Pomona. Simultaneously, the recent requests from the District for full cost recovery are not fiscally sustainable for the City over the long term. These respective fiscal challenges appear to have reached a point of unsustainability for both parties. The Transitional nature of this agreement is intended to remove the termination notice and afford both parties the time to engage in negotiations for Pomona's permanent annexation into the LACoFD to facilitate fiscal sustainability of Fire and EMS services in the City.

Prepared by:

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Mark J. Gluba  
Assistant City Manager

**ATTACHMENTS:**

1. Draft Transitional Agreement