

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

4 **THIS AGREEMENT** is made and entered into this ____ day of March, 2026, by and
5 between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred
6 to as the "District," and the City of Pomona, hereinafter referred to as the "City." The District
7 and the City are hereinafter referred to collectively or individually as "Parties" or "Party."

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

9 **WHEREAS**, the City and the District entered into Agreement No. 67345 on
10 February 22, 1994, for the provision of fire protection, hazardous materials, emergency
11 medical, and related services; and

12 **WHEREAS**, Agreement No. 67345 was amended on November 16, 1999, and April 20,
13 2024; and

14 **WHEREAS**, on April 16, 2025, the District issued a notice of termination, to be effective
15 on April 16, 2026; and

16 **WHEREAS**, upon full execution of this Agreement, the notice of termination is rescinded;
17 and

18 **WHEREAS**, the District desires to enter into this new Agreement beginning with the
19 2026-2027 fiscal year in order to establish a full cost recovery model, for the District to
20 continue providing fire protection, hazardous materials and related emergency services to the
21 City beyond the termination date of April 16, 2026, for a term of three (3) years, unless
22 terminated earlier as provided in this Agreement; and

23 **WHEREAS**, the District and City have negotiated and agreed to mutually acceptable
24 terms that provide a viable financial model for the City during the term of the Agreement; and

25 **WHEREAS**, the Parties agree that the purpose of the Agreement is to provide a pathway
26 to maintain services without interruption to the City; and

27 **WHEREAS**, by entering into this Agreement, both Parties will be provided time to
28 evaluate the feasibility of, and transition to, a sustainable alternative permanent fire service

1 delivery and funding model, but without any guarantee that such model will be achieved; and
2 **WHEREAS**, both Parties agree to negotiate in good faith, and independently from this
3 Agreement, towards the transition of the City to a property tax pass-through City and
4 development of a long-term sustainable service model; and

5 **WHEREAS**, it is the desire of the Parties to address, by this Agreement, all matters
6 which are related to services to be provided to the City by the District; and

7 **WHEREAS**, this Agreement supersedes any and all previous agreements for fire
8 protection between the Parties.

9 **SECTION I. AGREEMENT EFFECTIVE DATE AND TERM**

10 (A) The effective date of this Agreement shall commence on July 1, 2026, and continue
11 until June 30, 2029, unless the Agreement is terminated earlier as provided in Section I,
12 Subsection (B) or is otherwise amended as provided in Section I, Subsection (C).

13 (B) Either Party may terminate this Agreement by giving one (1) year's written notice to
14 the other Party. Notice shall be sent to the addresses listed in Section III, Subsection (H),
15 herein, or as subsequently changed by either Party in writing.

16 (C) A review of the Agreement terms may be initiated at any time by either Party, upon
17 five (5) days written notice to the other. Any modifications made to this Agreement shall be in
18 writing and executed by both Parties. The Parties agree to negotiate in good faith and deal
19 fairly with respect to performance under this Agreement and with respect to any proposed
20 modifications to this Agreement.

21 **SECTION II. SERVICES**

22 (A) Services to be provided by the District to the City shall include fire protection,
23 hazardous materials services, emergency medical services which include paramedic services
24 (subject to Section II(F) below), Los Angeles County Fire Code and related code enforcement,
25 fire cause and arson investigation, plus all District support services including, but not limited to,
26 supervision, dispatching, training, equipment maintenance, supplies, and procurement,
27 collectively referred to as "Services." The District's cost for augmented staffing assigned to
28 special events (e.g., events outside the scope of this Agreement), held in the City will, upon

1 prior written approval by the City and District, be charged to the City for City-sponsored events
2 or to non-City entities for events held in the City but not sponsored by the City, as the cost for
3 such augmented services is not included in the City's Annual Fee. The City's Annual Fee is
4 defined in Section III and hereinafter referred to as "Annual Fee."

5 (B) The power and authority relating to the provision of Services, the standards of
6 performance, the discipline of personnel, and other matters related to the performance of such
7 Services and control of personnel so employed by the District shall be within the sole
8 discretion of the District except as otherwise provided for in this Agreement.

9 (C) The engine companies assigned to the City Fire Stations (as defined herein to
10 mean fire stations owned by the City and occupied by the District) as listed on the Los Angeles
11 County Fire Department Fee-for-Service Cities Annual Fee Schedule, City of Pomona ("Fee
12 Schedule" attached hereto as "Exhibit A") shall be equipped and staffed in accordance with
13 operational standards of the District. The minimum daily staffing level in the City is established
14 on the Fee Schedule. This staffing level may be modified by mutual agreement of the City
15 and Fire Chief of the District pursuant to Section X, Subsection (B). Any agreed-upon
16 adjustments in staffing pursuant to said Subsection may cause adjustments in the
17 determination of the Annual Fee, as specified in Fee Schedule at Exhibit "A."

18 (D) District shall provide to City one (1) Fire Prevention Engineer (FPE) or Fire Fighter
19 Specialist Prevention Inspector (Inspector) in direct support of the "One Stop Permit Program"
20 (which is a County of Los Angeles program), for the duration that such program remains in
21 effect, and shall provide an appropriate workstation, furnishings, and office support for said
22 FPE or Inspector. If at any time the County's "One Stop Permit Program," is discontinued by
23 the City, the FPE or Inspector shall be reassigned by the District at the District's sole discretion
24 and the fees paid by the City for these positions after discontinuance, if any, shall be credited
25 back to the City.

26 (E) All code enforcement, plan check approval, and other fire prevention activities must
27 be in accordance with the County of Los Angeles Fire Code and District ordinances,
28 regulations, standards, policies and procedures.

1 (F) Transportation of a patient to a hospital in a medical emergency is not provided by
2 the District. Patient transportation is provided through the County of Los Angeles' Department
3 of Health Services contracted services for Emergency Ambulance Transportation Services.

4 (G) The District will participate in and support community emergency preparedness,
5 education, training, and exercises at the reasonable request of the City, and approved by the
6 District. Said services shall be provided at no additional cost to the City.

7 (H) The City must retain responsibility for the City's internal emergency management at
8 the City's cost.

9 (I) Without cost to the District, the City shall, within the jurisdictional boundaries of the
10 City, retain responsibility for providing a water system including fire hydrants capable of
11 supplying adequate water fire flow to the District. The City shall ensure that the City's water
12 purveyors provide adequate water and hydrants for fire protection purposes within the City
13 without cost to the District. In addition to any right of indemnification applicable under Section
14 VI, the City agrees to indemnify and hold the District and the County of Los Angeles, their
15 elected and appointed officials, officers, agents, and employees (collectively, the "County")
16 harmless from any and all liability and expenses, including defense costs and legal fees arising
17 from, relating to or in connection with the City's failure to provide adequate water fire flow to
18 the District. Promptly after receipt by the County of any claim or notice of the commencement
19 of any action, administrative or legal proceeding, or investigation as to which this indemnity in
20 favor of the County may apply, the County shall give written notice to the City of such fact.
21 The City shall then immediately assume, on behalf of the County, and conduct with due
22 diligence and in good faith, the defense thereof with counsel satisfactory to the County which
23 counsel shall be the same as representing the City unless otherwise provided below. The
24 County shall have the right to be represented therein by advisory counsel of its own selection
25 and at its own expense. If the defendants in any such action include both the City and the
26 County and the City shall have reasonably concluded that there may be legal defenses
27 available to it which are different from or additional to, or inconsistent with, those available to
28 the County, then the City (without waiving or in any way limiting the County's indemnity rights

1 or its payment of its cost of defense provided herein) shall have the right to select separate
2 counsel to participate in the defense of such action and to incur reasonable and necessary
3 litigation expenses on its own behalf at the City's expense. The indemnity provided to the
4 County shall trigger immediately upon receipt by the City of written tender of defense and
5 indemnification from the County and shall not be contingent upon or postponed by the need for
6 determination of indemnification rights between the Parties. However, upon receipt of a final,
7 non-appealable judgment or award in an action determining that County was not entitled to
8 indemnification by the City pursuant to this Section II, Subsection (I), the County shall
9 reimburse the City in-full for all attorney's fees and costs incurred by the City as a result of the
10 County's tender of defense and indemnification, subject to any limitations imposed by codes,
11 statutes or law that may affect such reimbursement rights by the County to the City and subject
12 to County approval process.

13 (J) The City shall annually inspect all fire hydrants within the City to ensure that fire
14 hydrants are mechanically operable and capable of delivering water. The District shall notify
15 the City's water purveyors, in writing, of any maintenance requirements at any time the District
16 becomes aware of maintenance or repair requirements. The District shall not be liable to pay
17 any City water purveyor for hydrant installation, use, repair, maintenance, or rental fees or any
18 other related costs or expenses except if damage results from the District's negligent use of
19 said fire hydrants.

20 (K) Upon written request by the City, the District shall provide to the City statistical
21 response information reports. The criteria utilized in the preparation of such reports shall be
22 determined by the City Manager and the District's jurisdictional Assistant Fire Chief.

23 (L) Nothing in this Agreement shall preclude the future expansion or relocation of the
24 City's Fire Stations referenced on the City of Pomona – Agreement for Services, Fire Stations
25 to be Occupied by the Fire District ("Station List" attached hereto as Exhibit "B"), if such action
26 is mutually agreed upon in writing by both the City Council and the Fire Chief.

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

28 (A) The City shall pay an Annual Fee for District Services as provided for in the

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

8 (B) The District has provided the City the projected costs and projected Annual Fee for
9 Fiscal Years 2026-2027, 2027-2028 and 2028-2029. These projected costs and Annual Fee
10 are estimates and subject to adjustment.

11 (C) At least ninety (90) days prior to the beginning of the Fiscal Year, the District shall
12 submit an Annual Fee projection ("Estimated Annual Fee") which includes an estimate for
13 providing Services to the City for the ensuing fiscal year. The Annual Fee shall include
14 estimated costs of District salary, employee benefits and overhead and shall be used for billing
15 purposes until actual cost information is available.

16 (D) As soon as actual cost information is available or at least ninety (90) days prior to
17 the beginning of the Fiscal Year, the District shall provide the City a statement of the actual
18 Annual Fee, which includes a true-up from the previous year and includes the Estimated
19 Annual Fee for the next Fiscal Year, referred collectively as Actual Annual Fee True Up. If the
20 Actual Annual Fee True Up is less than the Annual Fee, the District shall credit the City for the
21 difference, which may be applied against future invoices, or if no further invoices will be issued,
22 shall be refunded to the City. If the Actual Annual Fee True Up is greater than the Estimated
23 Annual Fee, the additional amount due to the District will be paid by the City within thirty (30)
24 days of receipt of an invoice issued by the District.

25 (E) Any increase in District costs necessitated or mandated by legislative or judicial
26 decisions or actions, other than penalties or punitive damages due to negligence of the District,
27 shall be due in the Fiscal Year in which they occur.

28 (F) Services as defined in Section II, herein, shall not be performed by the District

1 hereunder unless the City shall first:

2 (1) Have available funds previously appropriated to cover the Annual Fee; and

3 (2) Have paid in advance, when due to the District, the monthly

4 payments or the Annual Fee from the previously appropriated funds.

5 (G) The District shall invoice the City at least thirty (30) days in advance of any
6 scheduled monthly payment. Payment of all invoices under this Agreement shall be due and
7 payable thirty (30) days from the date of invoice (hereinafter referred to as "due date").

8 (H) All notices, invoices and payments shall be deemed received on the day delivered if
9 hand-delivered or on the third (3rd) day after deposited in the United States mail. The following
10 addresses shall be utilized as follows:

11 District invoices and refunds, shall be sent to the City at:

12 City of Pomona, City Hall
13 Finance Department
14 P.O. Box 660
Pomona, CA 91769

15 District notices shall be sent to the City at:

16 City of Pomona
17 City Manager's Office
18 City Hall - 2nd Floor
505 South Garey Ave.
Pomona, CA 91766

19 City payments shall be sent to the District at:

20 Los Angeles County Fire Department
21 P. O. Box 54740
22 Los Angeles, CA 90054-0740

23 City notices shall be sent to the District at:

24 Fire Chief Anthony C. Marrone
25 Los Angeles County Fire Department
1320 North Eastern Avenue
Los Angeles, CA 90063-3294

26 Planning Division
27 Los Angeles County Fire Department
1320 North Eastern Avenue
28 Los Angeles, CA 90063-3294

1 Either Party shall notify the other, in writing, of an address change.

2 (I) Interest shall be added to any payment invoiced by the District and that is received
3 by the District more than fifteen (15) calendar days after the due date (late payment). The
4 interest rate on any late payment shall be established as the prevailing prime lending rate for
5 Bank of America, or any successor financial institution, as of the first day payment is late. The
6 period for computing this interest shall commence the day following the payment due date and
7 end on the date of receipt of payment by the District.

8 The interest payment shall be computed as follows:

9
$$\frac{\text{No. of Days Late}}{365 \text{ Days}} \times \text{Prime Lending Rate} \times \$ \text{Amount of Payment} = \text{Late Payment Interest Charge}$$

10
11 (J) In the event of future legislative or judicial action affecting the District's or City's
12 funding, the District or City may renegotiate the Annual Fee and other funding provisions of the
13 Agreement in good faith.

14 (K) The Annual Fee in this Agreement is based upon current City jurisdictional
15 boundaries and service requirements. During the term of this Agreement, should the City
16 annex any area from which the District does not receive property taxes or an adequate funding
17 source for Services rendered by the District to the annexed area (such as, for example, from a
18 non-District-served city), then staffing levels shall be adjusted to adequately serve the annexed
19 area and the City's Service Fee shall be adjusted accordingly as determined by the District and
20 reviewed by the City.

21 (L) In connection with the "One Stop Permit Program," all revenues generated from
22 fees established or implemented by the District shall be credited to the City, less an eight
23 percent (8%) administrative charge retained by the District for Fire Prevention services. The
24 City shall be authorized to retain an eight percent (8%) administrative charge for any fees
25 collected by the City on behalf of the District.

26 (M) In the event that an incident occurs within the City while this Agreement is in effect
27 during which the District is required to deploy a substantial number of District apparatus and
28 personnel to such incident as determined by the District, to the extent authorized by law:

1 (1) Within its sole discretion, the District reserves the right to pursue cost
2 recovery against the party that caused the incident but not against the City. Costs recovered
3 by the District, for resources or services provided by the City in connection with such an
4 incident and deployed within the City, less the cost of the District's recovery efforts, shall be
5 allocated between the District and the City by separate agreement. District shall maintain
6 detailed account information and supporting documentation and provide the same upon
7 request, if available. District and City agree to reasonably cooperate in such recovery efforts.

8 (2) The City shall promptly pay to the District all such District costs recovered by
9 the City less the cost of the City's recovery efforts or any applicable City repair costs. City
10 shall maintain detailed account information and supporting documentation and provide the
11 same upon request, if available.

12 (3) Costs for District resources paid for by the City through this Agreement as
13 detailed on the Fee Schedule herein and deployed to such an incident shall not be recoverable
14 by the District from the City.

15 (4) Neither the District nor the City shall be legally obligated to seek cost recovery
16 on behalf of the other Party.

17 (N) In the event that a billing or payment dispute arises between the District and the
18 City, or a dispute arises under Section V, Subsection (M) of this Agreement, the Parties will
19 negotiate in good faith to resolve the dispute, and the following procedures will be taken to
20 resolve the dispute in the following order:

21 (1) The dispute will be specified, in writing, and presented to the District's Planning
22 Division to the mailing address identified in Section III, Subsection (H) herein, if a City dispute,
23 or to the City Manager if a District dispute, within thirty (30) days of the receipt of a disputed
24 invoice or disputed payment. The City shall pay in full any disputed invoice "under protest."

25 (2) The District and the City shall meet and confer in good faith to expeditiously
26 resolve the dispute. If the District and the City cannot fully resolve the dispute within thirty (30)
27 days of receipt of written notification of this dispute (i.e., an impasse), the impasse will be
28 referred to mediation to take place within ninety (90) days, or by a date agreed upon by the

1 Parties, with a mutually agreed upon mediator. The District and the City shall be equally
2 responsible for the mediator's fee.

3 (3) If the District and the City cannot fully resolve the dispute at mediation, the
4 impasse may be sent to an independent arbitrator for resolution at a non-binding arbitration or
5 the Parties may seek resolution through other available legal remedies, including but not
6 limited to a filing of a lawsuit.

7 (4) Should the Parties seek non-binding arbitration, the arbitrator shall be selected
8 jointly by the City and the District within thirty (30) days of the Parties' decision to seek non-
9 binding arbitration, and the cost of the arbitrator shall be paid for equally by the City and the
10 District. If the District and the City cannot agree on an arbitrator, each Party shall, at its own
11 expense, retain an arbitrator within thirty (30) days after the jointly selected arbitrator should
12 have been selected. These two arbitrators will, within thirty (30) days of their retention,
13 mutually select a third arbitrator. The mutually agreed-upon third arbitrator will resolve the
14 matter within thirty (30) days after their selection. The District and the City shall share equally
15 the cost of the third arbitrator.

16 (5) If the District prevails in either an undisputed non-binding arbitration
17 ("undisputed" shall meaning following arbitration neither Party requests a de novo action within
18 thirty (30) days and consented to the arbitrator's award) or receives a final non-appealable
19 award, all money owed and not paid to the District will be forwarded to the mailing address
20 identified in Section III, Subsection (H), within thirty (30) calendar days from the date of the
21 issuance of the arbitrator's or judicial decision. In addition, the City will be assessed and pay
22 the interest payment amount for a late payment as calculated in Section III, Subsection (I) of
23 this Agreement.

24 (6) If the City prevails in either an undisputed non-binding arbitration or receives a
25 final, non-appealable award and has paid the District the disputed amount, a refund to the City
26 will be forwarded to the mailing address identified in Section III, Subsection (H), herein, within
27 thirty (30) calendar days from the date of the issuance of the arbitrator's or judicial decision. In
28 addition, the District will pay to the City an interest payment, as calculated for late payments in

1 Section III, Subsection (I) of this Agreement.

2 (7) Each Party is required to pay its own legal fees associated with such non-
3 binding arbitration and is not entitled to recovery of those fees from the other Party.

4 (O) City understands and agrees that in the event the City becomes delinquent or
5 defaults in its Annual Fee payment to the District by more than sixty (60) days the County
6 Auditor-Controller is authorized, at the direction of the District, to withhold City's
7 unencumbered annual property tax revenue in an amount equal to the outstanding payment for
8 Services and credit the withheld amounts to the District's revenue account. District shall
9 comply with the procedures in County Fiscal Manual section 10.2.12, "Procedures for
10 Collection of Accounts Receivable for Services Performed for Cities and Special Districts" (or
11 any subsequent replacement for the Procedures) for collecting City's delinquent or defaulted
12 Annual Fee payments. Such withholding by the Auditor-Controller shall continue until such
13 time as City resumes payment to the District directly and all delinquent or defaulted Annual
14 Fee payments have been recovered.

15 **SECTION IV. INTENTIONALLY LEFT BLANK**

16 This section intentionally left blank

17 **SECTION V. FIRE STATIONS**

18 (A) The District currently operates and provides Services to the City using the City Fire
19 Stations identified on the Station List attached hereto as Exhibit B and made a part hereof.
20 The District shall continue to occupy, staff, and operate from these stations for the duration of
21 this Agreement, or until such time as this Agreement is terminated as set forth herein.

22 (B) This Agreement constitutes a lease whereby the City shall lease to the District the
23 City Fire Stations as identified on the Station List herein for one dollar (\$1) annually per station
24 for the duration of the Agreement or until this Agreement is terminated.

25 (C) The City represents and warrants that it has performed all environmental cleanup of
26 hazardous materials at all City Fire Station sites identified on the Station List as required by all
27 applicable Federal, State, and local laws as detailed in Section VII, Subsection (B) herein. The
28 City represents and warrants that the CITY has, as federally mandated, at its own expense,

1 properly removed and replaced, if applicable, all underground fuel tanks and all other
2 environmental hazards from all City Fire Station sites identified on the Station List in
3 accordance with all applicable Federal, State, and local requirements and standards. The
4 District assumes no responsibility for any and all contamination or environmental damage,
5 including personal injury or property damage, or liability of any nature whatsoever arising from
6 said fuel tanks or their removal.

7 (D) The District shall be responsible for utility payments related solely to the District's
8 use of the City Fire Stations.

9 (E) After the City establishes compliance with Section V, Subsection (B), the District
10 shall accept the City Fire Stations. The District shall continue to occupy City Fire Stations
11 throughout the term of this Agreement.

12 (F) In the event the District vacates the City Fire Stations, the District shall vacate the
13 City Fire Stations effective as of the date stated in writing by the District to the City (except as
14 otherwise provided by written agreement between the District and the City and shall remove all
15 District owned property therein as of the withdrawal., The District shall return the facility in
16 good condition, with only normal wear and tear as expected based on typical usage.

17 (G) The District shall perform all routine, day-to-day maintenance and minor repairs on
18 all City Fire Stations identified in the Station List set forth in Exhibit B. District shall be
19 responsible for "minor repairs" which is defined to include repairs up to and not to exceed
20 TWENTY THOUSAND DOLLARS and ZERO CENTS (\$20,000) per City Fire Station per year.
21 Unspent repair funds from one facility shall not be credited against another facility.

22 (H) Repairs in excess TWENTY THOUSAND DOLLARS and ZERO
23 CENTS(\$20,000) per City Fire Station per year shall be the responsibility of the City and are
24 hereinafter referred to as "major repairs". Major repairs shall be identified by the District and
25 undertaken by the City within twelve(12) months from written notice to the City by the District,
26 or other mutually agreed upon time period by the Fire Chief and City Manager, unless the
27 repair is deemed an "emergency major repair" (as defined below). Notwithstanding the
28 foregoing, the District shall be fully responsible for any major repairs or damages arising from

1 intentional or negligent acts of the District's personnel, volunteers, or agents.

2 (I) Emergency major repairs shall be defined as repairs that, if left unrepaired, would
3 compromise the health, welfare, or security of City Fire Station occupants or the public, as
4 determined by the District. City shall initiate emergency major repairs within two (2) days of
5 written notification by the District, or the District will undertake the necessary repairs and
6 invoice the City.

7 (J) The occupancy and lease of the East County Training Center located at 3325 West
8 Temple Avenue, Pomona CA (ECTC) will continue subject to cancellation and termination by
9 either Party by providing written notice in accordance with Section I, Subsection(B). Annual
10 rent paid for use of the ECTC by the District shall be fixed at the current annual rate charged
11 by the City to the District as of the date of execution of this Agreement (i.e., \$899,718.00) for
12 the duration of this Agreement and shall be paid monthly as a credit against invoiced costs
13 billed monthly by the District to the City for services rendered by the District pursuant to this
14 Agreement. In the event that the District continues with possession of the ECTC, pursuant to
15 this lease, for any portion of any month, the City shall be credited or paid for the prorated
16 amount due.

17 (K) Without limiting each Party's indemnification of the other and during the term of this
18 Agreement, each Party agrees to maintain the programs of insurance as set forth below. Each
19 Party shall retain the option of satisfying its insurance obligations herein through use of a
20 program of commercial or self-insurance coverages, or any combination thereof. Each Party's
21 insurance shall be primary to and not contributing with any insurance or self-insurance
22 programs maintained by the other and shall be maintained at each Party's own expense.

23 (1) The City shall maintain: General Liability insurance (written on ISO policy form
24 CG 00 01 or its equivalent) with limits of not less than \$1 million per occurrence and \$2 million
25 aggregate; Workers Compensation insurance to meet statutory requirements, and including
26 Employers' Liability coverage with limits of not less than \$1 million each; Professional Liability
27 covering liability arising from any error, omission, negligent or wrongful act of the City with
28 limits of not less than \$1 million per occurrence and \$2 million aggregate; and Property

1 Coverage providing Special form ("all-risk") coverage in an amount equivalent to the full
2 replacement value of the City Fire Stations and applying to City- owned and leased real
3 property. The City agrees to name the District as an additional insured on its insurance
4 policies.

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

14 (L) The District shall not be liable for any damages to any of the City Fire Stations
15 which results from any seismic events, natural disasters, civil disturbances, or acts of God.
16 Should any such event occur that makes any of the City Fire Stations uninhabitable and/or
17 non-operational, the City shall immediately find temporary quarters for the District to perform
18 its operations until the City can repair the affected City Fire Station(s).

19 (M)The District and the City, respectively, shall be fully responsible for any repairs or
20 any damages arising from the intentional or negligent acts of their respective personnel.
21 Disputes regarding implementation of this provision shall be resolved pursuant to Section III,
22 Subsection N).

23 **SECTION VI. INDEMNIFICATION**

24 Except as specifically otherwise provided in this Agreement, neither Party shall be liable
25 for the negligent or wrongful acts of the other in the performance of this Agreement.

26 (A) The City agrees to indemnify, defend, and hold harmless the District and the
27 County of Los Angeles, hereinafter referred to as "County", their elected and appointed
28 officials, officers, agents, and employees from any and all liability and expenses, including

1 defense costs and legal fees, arising from or connected with claims and lawsuits arising from:

2 (1) Any contamination, environment hazard, or environmental damage of any kind,
3 including personal injury or property damage, at or adjacent to the facilities located on the
4 Station List, that existed or were caused by the City prior to occupation by the District.

5 (2) Any fuel tank or related ancillary equipment, at or adjacent to the facilities
6 located on the Station List, that existed or were caused by the City prior to occupation by the
7 District.

8 (3) Any negligent or wrongful acts of the City in the performance of this Agreement.

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

13 **SECTION VII. ENVIRONMENTAL QUALITY CONTROL**

14 (A) The District shall be responsible to comply with the provisions of the California
15 Environmental Quality Act of 1970 (CEQA), insofar as the same may apply to the District's
16 operations under this Agreement. The District agrees to hold the City free and harmless from
17 any and all claims, demands, or judgments arising out of the District's failure to comply with the
18 provisions of CEQA, relative to the operations under this Agreement.

19 (B) The City shall, at its sole expense, mitigate and abate all environmental hazards (if
20 any) at the City Fire Station sites prior to the execution date of this Agreement and provide
21 evidence to the satisfaction of the District that all recommended measures have been
22 completed and that all applicable laws and requirements have been complied with. Any
23 residual contamination or environmental damage from conditions on or adjacent to City Fire
24 Stations which existed before the execution date of this Agreement but which are discovered
25 after the commencement date of services, shall be the responsibility of the City.

26 (C) The District shall, at its sole expense, mitigate and abate all environmental damage
27 (if any) caused by the District or its agents at any of the City Fire Stations after the execution
28 date of this Agreement.

1 **SECTION VIII. HAZARDOUS MATERIALS RELEASE RESPONSE PLAN AND**
2 **INVENTORY**

3 (A) The District shall serve as the Administering Agency for the Hazardous Materials
4 Release Response Plan and Inventory, pursuant to California Health and Safety Code Chapter
5 6.95, Sections 25500–25545, Article 2 (“Hazardous Materials Program”), in accordance with
6 applicable agreements and State law. The District shall continue to act as the Administering
7 Agency for the Hazardous Materials Program for the duration of this Agreement.

8 (B) All fees collected in connection with the administration of the Hazardous Materials
9 Program shall be retained by the District as authorized by State law, unless otherwise modified
10 by mutual written agreement of the Parties.

11 **SECTION IX. ADOPTION OF LOS ANGELES COUNTY FIRE CODE**

12 The City has adopted Los Angeles County Fire Code - Title 32, including any
13 subsequent amendments. The District shall continue to enforce Los Angeles County Fire
14 Code – Title 32, along with any amendments applicable specific to the City.

15 **SECTION X. MODIFICATION OF SCHEDULES**

16 (A) With the exception of the Fee Schedule, all schedules attached hereto and
17 incorporated herein by reference will be subject to modification or amendment by mutual
18 written agreement of the City Manager and Fire Chief of the District as needed after the date of
19 approval of this Agreement by both Parties.

20 (B) The staffing levels as indicated on the Fee Schedule may be subject to modification
21 by mutual written agreement of the City and Fire Chief of the District. Any such modification of
22 staffing levels may cause an adjustment in the determination of the Annual Fee as specified in
23 Section II, Subsection (C) herein.

24 **SECTION XI. WITHDRAWAL**

25 (A) In the event the City terminates this Agreement and withdraws from the District, the
26 District and the City agree that:

27 (1) The lease on the fire stations shall terminate and the District shall vacate on the
28 effective date of withdrawal except as provided for in a subsequent written agreement as may

1 be entered into by the City and the District.

2 (2) As to any apparatus, vehicles, equipment, tools, furniture, furnishings, or other
3 personal property for which a monetary or in-kind credit was given to the City upon the
4 effective date of this Agreement, the District will not be obligated in any manner to return
5 comparable items to the City at the date of withdrawal of this Agreement nor responsible for
6 the quality, condition or repair of said property.

7 (B) In the event of the termination of the Agreement by either Party, or by expiration,
8 as provided herein, the District and the City agree to enter into separate and further
9 agreements to address the specific details of termination not addressed in this Agreement. The
10 City agrees it is responsible for procuring the Services described herein in Section II and
11 participate in good faith in the transition of Services, upon termination and/or expiration of this
12 Agreement. Each Party also agrees to effectuate a timely detachment under the Cortese-
13 Knox-Hertzberg Local Government Reorganization Act of 2000, upon either the notice of
14 termination or expiration of Agreement and provide written mutual intention of detachment to
15 the County LAFCO and any other responsible agency upon request of the terminating party or
16 expiration of this Agreement, whichever event occurs first.

17 **SECTION XII. GOOD FAITH AND FAIR DEALING**

18 The District and the City covenant and warrant to cooperate, act in good faith and fair
19 dealing regarding the performance, administration, and interpretation of this Agreement and, if
20 applicable, any Local Agency Formation Commission (LAFCO) process.

21 **SECTION XIII. GENERAL PROVISIONS**

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

28 (B) Waiver – No breach of any provision hereof can be waived unless in writing.

1 Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of
2 the same or any other provision hereof.

3 (C) Notice of Termination - Upon full execution of this Agreement, and with the approval
4 of the governing bodies of the City of Pomona and County of Los Angeles, the notice of
5 termination issued by the District on April 16, 2025 is rescinded.

6 (D) Entire Agreement – This Agreement constitutes the entire agreement
7 between the Parties relating to the subject matter of this Agreement and supersedes any prior
8 or contemporaneous understanding whether oral or written and may be modified only by
9 further written agreement between the Parties. The non-enforceability, invalidity or illegality of
10 any provision of this Agreement shall not render the other provisions thereof unenforceable,
11 invalid or illegal.

12
13 **[Signatures on Next Page]**
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1 **IN WITNESS WHEREOF**, the City, by majority vote of its City Council, has caused
2 this Agreement to be executed by its Mayor and which execution has been attested to by its
3 Clerk; pursuant to action by a majority vote of the Board of Supervisors, as governing body of
4 the District, the Chair has executed this Agreement on behalf of the District and which
5 execution has been attested to by its Clerk.

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

CITY OF POMONA

8
9 By _____
10 Chair, Board of Supervisors

By _____
Tim Sandoval, Mayor

11 DATE _____

DATE _____

12
13 ATTEST:

ATTEST:

14 EDWARD YEN
15 Executive Officer-Clerk of
16 The Board of Supervisors

17 By _____
18 Deputy

By _____
Rosalia A. Butler, City Clerk

19
20
21 APPROVED AS TO FORM:

APPROVED AS TO FORM:

22 DAWYN R. HARRISON
23 County Counsel

24 By _____
25 Jenny Tam
26 Senior Deputy County Counsel

By _____
Christy Marie Lopez,
Special Counsel to the City of Pomona

27 Exhibits:
28 A: Fee schedule
B: Station List

EXHIBIT A

FOR DISCUSSION PURPOSES ONLY**Reflects Reduction of District Cost Share by 33.3% each year starting in 26-27**

**LOS ANGELES COUNTY FIRE DEPARTMENT
FEE-FOR-SERVICE CITIES ANNUAL FEE SCHEDULE
* CITY OF POMONA ***

Station	Equipment	Post Position (a)	Estimated 25-26		
			Current Cost Share	Total City Share	Total District Share
Operations:					
182	Engine	3	\$ 3,247,506	\$ 3,247,506	\$ -
182	Squad	2	2,044,182	2,044,182	-
183	Engine	3	3,247,506	3,247,506	-
183	Squad	2	2,044,182	2,044,182	-
184	Engine	3	3,247,506	3,247,506	-
185	Quint	4	4,110,738	2,055,369	2,055,369 (c)
186	Engine	3	3,247,506	3,247,506	-
187	Quint	4	4,110,738	2,384,274	1,726,464 (d)
187	Squad	2	2,044,182	1,991,229	52,953 (e)
188	Engine	3	3,247,506	3,247,506	-
			\$ 30,591,552	\$ 26,756,766	\$ 3,834,786
Fire Prevention:					
Area Inspector	Fire Fighter Specialist	3	\$ 980,787	\$ 719,244	\$ 261,543 (f)
	Fire Prevention Engineering Asst. I	1	190,023	95,012	95,012 (g)
			\$ 1,170,810	\$ 814,255	\$ 356,555
ESTIMATED TOTAL SALARIES & EMPLOYEE BENEFITS			\$ 31,762,362	\$ 27,571,021	\$ 4,191,341
District Overhead	36.9515%		11,736,669	10,187,906	1,548,763
ESTIMATED ANNUAL FEE			\$ 43,499,031	\$ 37,758,927	\$ 5,740,104

(a) Station operations staffing numbers reflect post positions (3 staff per post position each with a 56-hr work week). Station operations include overtime required to maintain 24-hour constant staffing. Fire Prevention positions do not include overtime since constant staffing is not required.

(b) Rates for Squad staffing include paramedic bonuses, plus an additional paramedic bonus for the Fire Fighter on the engine.

(c) District funds 50% of the resource cost. The net city cost is reflected.

(d) District funds one Fire Fighter post position and the City's training center rent is applied against the second Fire Fighter post position.

(e) District funds 50% of one paramedic bonus. The net city cost is reflected.

(f) The City will fund 2.2 of a Fire Prevention Fire Fighter Specialist

(g) Only 50% of this resource is assigned to the City, so the City is only charged 50% of its cost. The net city cost is reflected.

FOR DISCUSSION PURPOSES ONLY

Reflects Reduction of District Cost Share by 33.3% each year starting in 26-27

**LOS ANGELES COUNTY FIRE DEPARTMENT
FEE-FOR-SERVICE CITIES ANNUAL FEE SCHEDULE
* CITY OF POMONA ***

Projected 26-27

District Cost Share reduced by 33.3%

<u>Station</u>	<u>Equipment</u>	<u>Post Position (a)</u>	<u>Total Cost (h)</u>	<u>Total City Share</u>	<u>Total District Share</u>
<i>Operations:</i>					
182	Engine	3	\$ 3,384,767	\$ 3,384,767	\$ -
182	Squad	2	2,130,583	2,130,583	-
183	Engine	3	3,384,767	3,384,767	-
183	Squad	2	2,130,583	2,130,583	-
184	Engine	3	3,384,767	3,384,767	-
185	Quint	4	4,284,485	2,856,338	1,428,147 (c)
186	Engine	3	3,384,767	3,384,767	-
187	Quint	4	4,284,485	2,784,961	1,499,524 (d)
187	Squad	2	2,130,583	2,093,789	36,794 (e)
188	Engine	3	3,384,767	3,384,767	-
			\$ 31,884,553	\$ 28,920,088	\$ 2,964,465
<i>Fire Prevention:</i>					
Area Inspector	Fire Fighter Specialist	2.2	\$ 1,022,242	\$ 749,644	\$ 272,598 (f)
	Fire Prevention Engineering Asst. I	1	198,055	99,027	99,027 (g)
			\$ 1,220,296	\$ 848,671	\$ 371,625
ESTIMATED TOTAL SALARIES & EMPLOYEE BENEFITS			\$ 33,104,849	\$ 29,768,759	\$ 3,336,090
District Overhead (i)	37.2325%		12,325,763	11,083,653	1,242,110
ESTIMATED ANNUAL FEE			\$ 45,430,612	\$ 40,852,412	\$ 4,578,200

- (a) Station operations staffing numbers reflect post positions (3 staff per post position each with a 56-hr work week). Station operations include overtime required to maintain 24-hour constant staffing. Fire Prevention positions do not include overtime since constant staffing is not required.
- (b) Rates for Squad staffing include paramedic bonuses, plus an additional paramedic bonus for the Fire Fighter on the engine.
- (c) District funds 50% of the resource cost. The net city cost is reflected. District share will be reduced by 33.3% each year beginning in 26-27
- (d) District funds one Fire Fighter post position and the City's training center rent is applied against the second Fire Fighter post position. Effective 26-27, the District share of one Fire Fighter post position will be reduced to 33.3% each year, but the City's training center rent will continue to be applied against the second Fire Fighter post position at the 26-27 rate \$899,718.
- (e) District funds 50% of one paramedic bonus. The net city cost is reflected. District share will be reduced by 33.3% each year beginning in 26-27
- (f) The City's share is reflected.
- (g) Only 50% of this resource is assigned to the City, so the City is only charged 50% of its cost. The net city cost is reflected.
- (h) Total Cost is projected to increase by 4.44%, 6.37%, and 5.17% from 26-27 to 28-29. The increases reflect annual COLA assumptions of 0% in 25-26, 2% in 26-27, 5% in 27-28, and 3% in 28-29, annual Employee Benefit increases of 8.0%, and annual DOH increase of 0.28%.
- (i) District Overhead Rate assumed to increase by 0.28% each year based on the percentage increase in the District Overhead Rate from 24-25 to 25-26.

FOR DISCUSSION PURPOSES ONLY

Reflects Reduction of District Cost Share by 33.3% each year starting in 26-27

**LOS ANGELES COUNTY FIRE DEPARTMENT
FEE-FOR-SERVICE CITIES ANNUAL FEE SCHEDULE
* CITY OF POMONA ***

Projected 27-28

District Cost Share reduced by 66.6%

<u>Station</u>	<u>Equipment</u>	<u>Post Position (a)</u>	<u>Total Cost (h)</u>	<u>Total City Share</u>	<u>Total District Share</u>
<i>Operations:</i>					
182	Engine	3	\$ 3,593,177	\$ 3,593,177	\$ -
182	Squad	2	2,261,769	2,261,769	-
183	Engine	3	3,593,177	3,593,177	-
183	Squad	2	2,261,769	2,261,769	-
184	Engine	3	3,593,177	3,593,177	-
185	Quint	4	4,548,293	4,042,937	505,356 (c)
186	Engine	3	3,593,177	3,593,177	-
187	Quint	4	4,548,293	3,436,331	1,111,962 (d)
187	Squad	2	2,261,769	2,248,749	13,020 (e)
188	Engine	3	3,593,177	3,593,177	-
			\$ 33,847,774	\$ 32,217,437	\$ 1,630,337
<i>Fire Prevention:</i>					
Area Inspector	Fire Fighter Specialist	2.2	\$ 1,085,184	\$ 795,801	\$ 289,382 (f)
	Fire Prevention Engineering Asst. I	1	210,249	105,125	105,125 (g)
			\$ 1,295,433	\$ 900,926	\$ 394,507
ESTIMATED TOTAL SALARIES & EMPLOYEE BENEFITS			\$ 35,143,207	\$ 33,118,363	\$ 2,024,844
District Overhead (i)	37.5135%		13,183,447	12,423,857	759,590
ESTIMATED ANNUAL FEE			\$ 48,326,654	\$ 45,542,220	\$ 2,784,434

- (a) Station operations staffing numbers reflect post positions (3 staff per post position each with a 56-hr work week). Station operations include overtime required to maintain 24-hour constant staffing. Fire Prevention positions do not include overtime since constant staffing is not required.
- (b) Rates for Squad staffing include paramedic bonuses, plus an additional paramedic bonus for the Fire Fighter on the engine.
- (c) District funds 50% of the resource cost. The net city cost is reflected. District share will be reduced by 33.3% each year beginning in 26-27
- (d) District funds one Fire Fighter post position and the City's training center rent is applied against the second Fire Fighter post position. Effective 26-27, the District share of one Fire Fighter post position will be reduced to 33.3% each year, but the City's training center rent will continue to be applied against the second Fire Fighter post position at the 26-27 rate \$899,718.
- (e) District funds 50% of one paramedic bonus. The net city cost is reflected. District share will be reduced by 33.3% each year beginning in 26-27
- (f) The City's share is reflected.
- (g) Only 50% of this resource is assigned to the City, so the City is only charged 50% of its cost. The net city cost is reflected.
- (h) Total Cost is projected to increase by 4.44%, 6.37%, and 5.17% from 26-27 to 28-29. The increases reflect annual COLA assumptions of 0% in 25-26, 2% in 26-27, 5% in 27-28, and 3% in 28-29, annual Employee Benefit increases of 8.0%, and annual DOH increase of 0.28%.
- (i) District Overhead Rate assumed to increase by 0.28% each year based on the percentage increase in the District Overhead Rate from 24-25 to 25-26.

FOR DISCUSSION PURPOSES ONLY

Reflects Reduction of District Cost Share by 33.3% each year starting in 26-27

**LOS ANGELES COUNTY FIRE DEPARTMENT
FEE-FOR-SERVICE CITIES ANNUAL FEE SCHEDULE
* CITY OF POMONA ***

Projected 28-29

**No District Share for Operations
City is fully responsible for Operations**

<u>Station</u>	<u>Equipment</u>	<u>Post Position (a)</u>	<u>Total Cost (h)</u>	<u>Total City Share</u>	<u>Total District Share</u>
<i>Operations:</i>					
182	Engine	3	\$ 3,771,324	\$ 3,771,324	\$ -
182	Squad	2	2,373,905	2,373,905	-
183	Engine	3	3,771,324	3,771,324	-
183	Squad	2	2,373,905	2,373,905	-
184	Engine	3	3,771,324	3,771,324	-
185	Quint	4	4,773,794	4,773,794	- (c)
186	Engine	3	3,771,324	3,771,324	-
187	Quint	4	4,773,794	3,874,076	899,718 (d)
187	Squad	2	2,373,905	2,373,905	- (e)
188	Engine	3	3,771,324	3,771,324	-
			\$ 35,525,921	\$ 34,626,203	\$ 899,718
<i>Fire Prevention:</i>					
Area Inspector	Fire Fighter Specialist	2.2	\$ 1,138,986	\$ 835,257	\$ 303,730 (f)
	Fire Prevention Engineering Asst. I	1	220,673	110,337	110,337 (g)
			\$ 1,359,660	\$ 945,593	\$ 414,066
ESTIMATED TOTAL SALARIES & EMPLOYEE BENEFITS			\$ 36,885,581	\$ 35,571,796	\$ 1,313,784
District Overhead (i)	37.7945%		13,940,721	13,444,182	496,538
ESTIMATED ANNUAL FEE			\$ 50,826,302	\$ 49,015,978	\$ 1,810,322

- (a) Station operations staffing numbers reflect post positions (3 staff per post position each with a 56-hr work week). Station operations include overtime required to maintain 24-hour constant staffing. Fire Prevention positions do not include overtime since constant staffing is not required.
- (b) Rates for Squad staffing include paramedic bonuses, plus an additional paramedic bonus for the Fire Fighter on the engine.
- (c) District funds 50% of the resource cost. The net city cost is reflected. District share will be reduced by 33.3% each year beginning in 26-27
- (d) District funds one Fire Fighter post position and the City's training center rent is applied against the second Fire Fighter post position. Effective 26-27, the District share of one Fire Fighter post position will be reduced to 33.3% each year, but the City's training center rent will continue to be applied against the second Fire Fighter post position at the 26-27 rate \$899,718.
- (e) District funds 50% of one paramedic bonus. The net city cost is reflected. District share will be reduced by 33.3% each year beginning in 26-27
- (f) The City's share is reflected.
- (g) Only 50% of this resource is assigned to the City, so the City is only charged 50% of its cost. The net city cost is reflected.
- (h) Total Cost is projected to increase by 4.44%, 6.37%, and 5.17% from 26-27 to 28-29. The increases reflect annual COLA assumptions of 0% in 25-26, 2% in 26-27, 5% in 27-28, and 3% in 28-29, annual Employee Benefit increases of 8.0%, and annual DOH increase of 0.28%.
- (i) District Overhead Rate assumed to increase by 0.28% each year based on the percentage increase in the District Overhead Rate from 24-25 to 25-26.

EXHIBIT B

**CITY OF POMONA - AGREEMENT FOR SERVICES
STATION LIST
FIRE STATIONS TO BE OCCUPIED BY THE FIRE DISTRICT**

<u>Facility Name</u>	<u>Location</u>
* Fire Station 181 Division & Battalion HQ	590 South Park Avenue Pomona, CA
Fire Station 182	1059 North White Avenue Pomona, CA
Fire Station 183	780 North San Antonio Avenue Pomona, CA
Fire Station 184	1980 West Orange Grove Avenue Pomona, CA
Fire Station 185	925 East Lexington Avenue Pomona, CA
Fire Station 186	280 East Bonita Avenue Pomona, CA
Fire Station 187	3325 West Temple Avenue Pomona, CA
Fire Station 188	18 Village Loop Road Pomona, CA
Fire Station 189 (Only utilized during Fairgrounds Events)	1101 West McKinley Avenue Pomona, CA

*Site used only for administrative functions.

APPROVED:

**ANTHONY C. MARRONE
FIRE CHIEF**

**ANITA D. SCOTT
CITY MANAGER**

DATE

DATE