

AGREEMENT

FOR THE PARTICIPATION IN AN ASSISTANCE TO FIREFIGHTERS GRANT FOR THE PROCUREMENT OF PARAMEDIC TRAINING

CITY OF SALINAS, HOST AGENCY

THIS AGREEMENT is made and entered into as of the 5th day of June 2018 by and between the City of SALINAS, (hereinafter the "City") and the City of MONTEREY (hereinafter the "Agency").

RECITALS:

WHEREAS, provision of advanced life support emergency medical services is a primary function of the Fire Department: and

WHEREAS, it is in the best interests that all Agencies to continue to work together to provide applicable training and EMS services to the county, cities and districts, and persons served; and

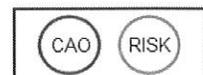
WHEREAS, the CITY, in conjunction and consultation with the all participating agencies, will host a regional Assistance to Firefighters Grant Proposal to the United States Department of Homeland Security; and

WHEREAS, Department of Homeland Security Preparedness Directorate's Office of Grants and Training may award the grant for an amount that will not exceed \$579,000.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. CITY'S OBLIGATION

- A. The City shall coordinate, plan, and purchase paramedic training in accordance with appropriate federal, state, and local laws, rules, and regulations.
- B. The City shall coordinate with the grant program manager and appropriate vendors to secure the equipment in accordance with local procurement procedures and Federal purchasing guidelines.
- C. Any unexpended dollar amounts contributed by an agency will be returned to the agency within three months after the notice of completion for the project has been filed by the City, or the project is declared abandoned by the City, whichever is earlier.



2. AGENCY'S OBLIGATION

- A. The Agency may assist in governing the dates, times and general parameters of the paramedic training.
- B. The Agency may provide technical input and requirements necessary to create an effective paramedic training program to meet their individual and collective needs.
- C. The Agency shall provide funding and resources necessary to complete the purchase of the specified training pursuant to the grant agreement documents with regards to local matching funds and contractual services.

3. COST SHARING PLAN

In consideration of the foregoing, the Agency shall pay the City a share of the paramedic education costs in accordance with the Agency's cost sharing ratio as agreed utilizing the Exhibit A attached to this Memorandum of Understanding.

4. PAYMENT PROVISIONS

Agency agrees to remit full payment of all invoices received from the City within 30 days of receipt. Agency agrees that City may issue invoice prior to delivery of education services, but not prior to actual award of contract. City may invoice agencies for any portion, or the entire amount, of their respective costs.

5. TERM OF THE AGREEMENT

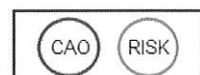
This Agreement shall become effective as of February 1, 2018 and shall remain in effect for a period of six (6) months after notice of completion of the project has been recorded by the Preparedness Directorate's Office of Grant and Training.

6. SEVERABILITY

If any part, term or provision of this agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

7. INDEMNIFICATION

Each Agency shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or



corporation for damage, injury, or death arising out of or connected with that Agency's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the City. "Agency's performance" includes Agency's action or inaction and the action or inaction of Agency's officers, employees, agents and subcontractors.

The City shall indemnify, defend, and hold harmless each Agency, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the City's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the Agency or Agencies. "City's performance" includes City's action or inaction and the action or inaction of City officers, employees, agents and subcontractors.

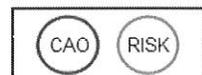
8. INSURANCE

A. Without limiting Agency's or City's duty to indemnify, all Agencies and the City shall maintain in force at all times during the performance of this Agreement a program of insurance, including Public Entity Liability program, with the following Minimum limits of liability:

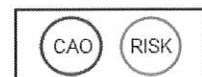
1. Comprehensive general liability, including but not limited to premises, and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Independent Contractors, Products, and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
2. Comprehensive automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned and hired vehicles, used in providing services Under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
3. Workers Compensation in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident, and \$1,000,000 each disease.

B. In the event any party is lawfully self-insured in any or all of the aforementioned insurance areas, a letter certifying those areas of coverage, and in the minimum amounts as set forth in this contract, shall be furnished Upon request to the other parties prior to execution of this Agreement.

9. GENERAL PROVISIONS



- A. **Project Governance** The City shall govern the project to specify and pay costs of the paramedic training program. By agreement between the parties the project may be terminated.
- B. **Amendment**. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- C. **Waiver**. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.
- D. **Successors and Assigns**. This Agreement and the rights, privileges, duties, and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- E. **Compliance with Applicable Law**. The parties shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement.
- F. **Heading**. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- G. **Time is of the Essence**. Time is of the essence in each and all of the provisions of this Agreement.
- H. **Governing Law**. This Agreement shall be governed by and interpreted under the laws of the State of California. The venue for such actions shall be the County of Monterey, California.
- I. **Construction of Agreement**. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- J. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Participation of all Agencies noted is expected but, in the event that an agency elects not to participate, the Agreement will remain valid for those agencies that execute the Agreement.



K. **Authority.** Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the Same.

L. **Integration.** This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the 'subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.

IN WITNESS WHEREOF, the City and the Agency has caused this Agreement to be executed by their duly authorized representative as of the day and year written above.

CITY OF SALINAS (ADDRESS): City Hall Administration 200 Lincoln Avenue Salinas, California 93901	
SIGNATURE	Ray E. Corpuz, Jr.
NAME AND TITLE	Ray E. Corpuz, Jr. City Manager
DATE	6/7/2018 11:58 AM PDT
EIN	94-6000412

CITY OF MONTEREY (ADDRESS): City Manager City Hall Monterey, CA 93940	
SIGNATURE	<i>Hans Usiar</i>
NAME AND TITLE	Hans Usiar, Interim City Manager
DATE	June 5, 2018
EIN	94-6000376

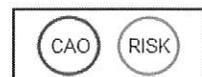


EXHIBIT A

PROJECT TOTAL: \$579,000
FEDERAL SHARE: \$526,364
LOCAL COST MATCH: \$52,636

CITY OF MONTEREY APPROXIMATE COST:

GRANT MATCH (HALF OF 10%): \$26,320
HOST COST COVERAGE (5%): \$13,159
GRANT MANAGEMENT FEE: \$4,343

TOTAL: \$43,822

NOT TO EXCEED \$45,000

CITY OF SALINAS APPROXIMATE COST

GRANT MATCH (MINUS MONTEREY HOST FUNDS): \$13,160
GRANT MANAGEMENT FEE: \$4,343

TOTAL: \$17,503

NOT TO EXCEED \$20,000

