

AGREEMENT FOR EMERGENCY FIRE SERVICES

DATE: As of July 1, 2016 and through June 30, 2019

PARTIES: CITY OF SALINAS
(Hereinafter referred to as "CITY")
c/o City of Salinas Fire Department
65 West Alisal Street, Suite 210
Salinas, California 93901; and

Monterey County Regional Fire PROTECTION DISTRICT
(Hereinafter referred to as "Regional")
19900 Portola Drive
Salinas, California 93908

RECITALS

1. Regional has submitted a proposal to CITY whereby CITY will provide emergency fire services in a portion of Regional's service area.
2. CITY has the resources available to and desires to provide emergency fire services in said portion of Regional's service area.

TERMS:

1. This Agreement shall be for a term of three (3) years, commencing July 1, 2016, and ending June 30, 2019 unless terminated sooner as stipulated in Paragraph 10, below. This Agreement may be extended for additional one-year periods, provided the parties hereto have mutually agreed, in writing, to such an extension thirty (30) days prior to the ending date of the then existing agreement.
2. CITY will provide emergency fire services, as hereinafter provided, to that certain area hereinafter referred to as the "CONTRACT AREA". Said CONTRACT AREA is that certain area between the CITY OF SALINAS and the shaded area shown on the CONTRACT AREA//FUTURE GROWTH AREA MAP, hereinafter referred to as Attachment "A", a copy of which is attached hereto and made a part hereof.
3. CITY, through its CITY FIRE DEPARTMENT, will furnish to the CONTRACT AREA, the following emergency fire services:
 - a. Fire suppression;

- b. Emergency medical service and rescue;
- c. Hazardous material response;
- d. Initial fire scene origin and cause investigation.

Regional, through its Fire District, will furnish to the CONTRACT AREA, the following emergency fire services:

- a. Protection for all grass, brush and watershed areas within the State Responsibility Area. Regional agrees to maintain and provide personnel and equipment for assistance to CITY in the Local Responsibility Area within CONTRACT AREA upon request by CITY. This assistance will be specifically identified in "run cards" of the dispatch system;
 - b. Extended fire scene origin and cause investigation;
 - c. All Fire Prevention Services that will include: Plan Checks, School Inspections, Hydrant Maintenance and Public Safety Talks;
 - d. Fire Suppression: Structure Fire: One Type 1 Engine, 1 Water Tender and 1 Chief Officer. Additional Equipment as requested by the City.
- 4. It is hereby agreed by the CITY that the level of service provided to the CONTRACT AREA will be equal to or greater than that which is currently being provided by Regional.
 - 5. In order to ensure an efficient level of mutual cooperation, both Regional and CITY will participate in annual joint training exercises to include Haz/Mat First Responder Operational (FRO), Haz/Mat Decon and provide burn trailer training to MCRFPD personnel.
 - 6. Regional agrees to indemnify, defend and hold the CITY, its officers, agents and employees harmless against any and all losses, claims, demands, damages or judgments arising from any negligent act, error or omission in the discharge of this Agreement by Regional, its officers, agents, and employees.
 - 7. Except as provided in Paragraph 3 above, all other services normally provided in the CONTRACT AREA by Regional will be the responsibility of Regional. Regional shall not be liable for any costs incurred by the CITY while operating in the CONTRACT AREA, except as otherwise provided in Paragraph 6.
 - 8. For emergency fire services rendered during Fiscal Years 2016-2017, 2017-2018 2018- 2019, Regional agrees to pay CITY the total amount of \$196,000.00 per fiscal year. For purposes of this Agreement, the fiscal year shall be that period of time which commences on July 1 and which terminates on June 30. Payments

shall be made twice a year in approximately equal amounts by December 31st and June 30th of each fiscal year

9. CITY and Regional agree that the existing Automatic Aid Agreement will remain in effect.
10. This Agreement may be terminated by either party for any reason upon written notice provided to the other party no less than sixty (60) days in advance of the termination date. The terminating party shall deliver written notification to the other party at the address set forth in the section of this Agreement entitled "PARTIES".
11. The increase in size, reduction in size, or elimination of areas from the CONTRACT AREA shall be subject to mutual consent of the parties requiring at least thirty (30) days written notice for the request of a meeting. Consistent with Paragraph 15 of this Agreement, any amendment hereto must be in writing and signed by both parties to this Agreement.
12. Rights and Obligations under this Agreement. By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.
13. Attorney Fees. In case suit shall be brought to interpret or to enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the court. CITY's attorney fees, if awarded, shall be calculated at the market rate.
14. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey, or in the appropriate federal court with jurisdiction over the matter.
15. Entire Agreement. This Agreement constitutes the entire agreement between the CITY and Regional and is the final expression of the CITY and Regional with respect to the included terms and conditions, and as a complete and exclusive statement of the terms and conditions of the agreement. CITY and Regional acknowledge that any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by CITY and Regional.
16. Modification. No amendments to or changes to this Agreement may be made, except by a writing expressly authorized and signed by CITY and Regional.
17. Insurance. CITY and Regional are both political subdivisions of the State of California that are self-insured for all forms of legal liability. Regional shall,

throughout the duration of this Agreement, maintain such insurance covering all operations of Regional, its agents, representatives, and employees, performed in connection with this Agreement. Upon execution of this Agreement, Regional shall provide evidence of such insurance, in a form satisfactory to the City, demonstrating coverage sufficient to meet the limits provided in this section:

1. General Liability Combined Single Limit coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 2. Automobile Liability (owned/non-owned), combined single limit per occurrence of \$1,000,000.
 3. Worker's Compensation coverage at the statutory limits.
18. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.
19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
20. Warranty of Authority. Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement on behalf of the City of Salinas and of the Monterey County Regional Fire Protection District.

CITY OF SALINAS

Ray Corpuz, City Manager

Date

APPROVED AS TO FORM

Christopher Callihan City Attorney

Date

MONTEREY COUNTY REGIONAL FIRE PROTECTION DISTRICT

Warren P. Poitras, President

Monterey County Regional Fire Protection District
Board of Directors

Date