

**RESOLUTION NO. 2698**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A  
JOINT EXERCISE OF POWERS AGREEMENT FOR WITH  
THE SALINAS RURAL FIRE PROTECTION DISTRICT  
FOR THE PURCHASE AND MAINTENANCE OF  
A MOBILE AIR SUPPORT UNIT FOR  
THE FIRE DEPARTMENT**

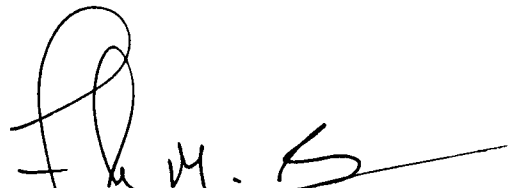
**BE IT RESOLVED**, by the City Council of the City of Soledad that the City Manager is hereby authorized and directed to enter into a Joint Exercise of Powers Agreement with the Salinas Rural Fire Protection District, in the form of the document hereunto attached, marked "Attachment I," for the purchase and maintenance of a Mobile Air Support Unit (MASU) for the Fire Department.

**PASSED AND ADOPTED**, by the City Council of the City of Soledad at a regular meeting duly held on the 2nd day of September, 1998 by the following vote:

AYES, and in favor thereof, Councilmembers: Ben Jimenez, Jr., Fred Ledesma, Richard Ortiz, Mayor Pro Tem Gary Gerbrandt, Mayor Fabian Barrera

NOES, Councilmembers: None

ABSENT, Councilmembers: None

  
MAYOR OF THE CITY OF SOLEDAD

ATTEST:

  
CITY CLERK OF THE CITY OF SOLEDAD

**AGREEMENT**  
**FOR JOINT EXERCISE OF POWERS FOR**  
**THE PURCHASE AND MAINTENANCE OF MOBILE AIR SUPPORT UNIT**

THIS AGREEMENT, dated July 1, 1998 is made and entered into by and between the SALINAS RURAL FIRE PROTECTION DISTRICT, hereinafter referred to as "SALINAS RURAL"; the CITY OF SALINAS, a municipal corporation hereinafter referred to as "Salinas"; the CITY OF SOLEDAD, a municipal corporation hereinafter referred to as "Soledad"; the CITY OF CARMEL BY-THE-SEA, a municipal corporation hereinafter referred to as "Carmel"; the NORTH COUNTY FIRE PROTECTION DISTRICT, hereinafter referred to as "North County"; the CARMEL VALLEY FIRE PROTECTION DISTRICT, hereinafter referred to as "Carmel Valley"; the MID CARMEL VALLEY FIRE PROTECTION DISTRICT, hereinafter referred to as "Mid Valley"; the SPRECKELS COMMUNITY SERVICES DISTRICT, hereinafter referred to as "Spreckels"; the MONTEREY PENINSULA AIRPORT DISTRICT, hereinafter referred to as "Monterey Airport"; the CITY OF MARINA, hereinafter referred to as "Marina"; the CYPRESS FIRE PROTECTION DISTRICT, hereinafter referred to as "Cypress"; and the PEBBLE BEACH COMMUNITY SERVICES DISTRICT, hereinafter referred to as "Pebble Beach". The Agreement is a joint powers agreement, and the parties shall be hereinafter referred to collectively as the "Monterey County Fire Agencies Air Support Group" or "MCFAASG".

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

WHEREAS, Salinas Rural owns a 1989 International Chassis, Bauer compressor and four air storage cylinders and it is to the mutual advantage of the members of the MCFAASG to work together to equip, operate and maintain a functional mobile air support unit (MASU) for efficient operation of their respective fire departments; and

WHEREAS, it would not be economical for any individual city or district to purchase and maintain a MASU; and

WHEREAS, it is vital to the protection of life and property from fire that a MASU be available for emergency use twenty-four (24) hours a day; and

WHEREAS, pursuant to Government Code Section 6502, the MCFAASG members are authorized to jointly exercise their authority to equip, operate and maintain a MASU.

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions, and agreements herein contained, the parties hereto agree as follows:

## AIR SUPPORT UNIT JOINT POWERS AGREEMENT

Page 2

### 1. Term.

The initial term of this Agreement shall be for the period commencing July 1, 1998 and ending June 30, 2001. Thereafter, this Agreement shall continue from fiscal year to fiscal year until terminated by the parties hereto as provided in Section 7.

### 2. Administration of Agreement.

Salinas Rural shall be designated to administer the Agreement and shall act as agent of the MCFAASG for purpose of completing the buildup of components and maintenance of the high-pressure air compressor and lighting unit (MASU) consistent with this agreement. Purchasing and accounting under this Agreement shall be in accordance with the requirements of the Salinas Rural Fire Protection District policies and procedures. The Salinas Rural Fire Protection District shall receive and administer all funds on behalf of the MCFAASG to implement this agreement. A committee of all the Fire Chiefs involved in the MCFAASG shall be responsible for resolving all operational issues.

### 3. Purchase and Cost Allocation.

Salinas Rural, acting for the MCFAASG shall purchase the buildup and necessary components for the completion of the MASU to be used by the fire departments of the parties entering into this Agreement. Total capital cost of the MASU shall not exceed \$80,000.00 ( including \$20,000.00 received from Proposition 172 funds from the Volunteer Fire Companies). The estimated cost does not include any additional equipment or amenities to outfit the unit or any charge for maintenance and upkeep of the equipment. The capital and maintenance costs of the MASU shall be shared among all members of the MCFAASG on an equal share basis:

Salinas Rural	8.33%	North County	8.33%
Salinas	8.33%	Soledad	8.33%
Carmel Valley	8.33%	Mid Valley	8.33%
Carmel	8.33%	Pebble Beach	8.33%
Spreckels	8.33%	Monterey Airport	8.33%
Marina	8.33%	Cypress	8.33%

All members of the MCFAASG will either make a lump sum payment to Salinas Rural for their share or will make annual payments to Salinas Rural, based on the above percentages of cost, until their share of the cost is retired. Regardless of the other members payment process to Salinas Rural, the member's total obligation will not exceed 8.33% of the total capital cost plus any share of reasonable financing costs if a loan becomes necessary. Interest will only be allocated to those agencies who do not choose to pay by a lump sum. It is understood that if the MASU capital costs needs to be covered through a loan, Salinas Rural will pay for the MASU from proceeds of a loan in their name for said purpose. The maximum term of any lease financing shall be three years.

**AIR SUPPORT UNIT JOINT POWERS AGREEMENT**

Page 3

The Volunteer Fire Companies of Monterey County will pay a lump sum of \$20,000.00 from Proposition 172 proceeds as their contribution. They are not responsible for any annual maintenance or repair costs thereafter. These Volunteer Fire Companies include: San Ardo, Big Sur and Mid Coast.

## 4. Maintenance and Maintenance Fund.

Provision for the maintenance and upkeep of the MASU shall be as follows:

- a) Salinas Rural will be responsible for MASU maintenance in accordance with all OSHA, DMV, DOT and NFPA standards, laws and regulations.
- b) A fund in the amount of \$5,000.00 shall be established initially for the purpose of actual maintenance and upkeep expenses of the MASU and related equipment for the fiscal year commencing July 1, 1999. The fund of \$5,000.00 shall be in addition to the acquisition and capital cost and shall be shared equally. The fund shall be maintained and accounted for on the books of the Salinas Rural Fire Protection District as a "MASU Maintenance Fund". Money remaining in the fund at the end of each fiscal year shall be carried forward to the succeeding fiscal year. The maintenance fund shall not exceed \$10,000.00, all excess funds shall be returned to the MCFAASG agencies contributing to the Maintenance Fund on an equal share basis.
- c) The Maintenance Fund assessment for each member of the MCFAASG will be divided equally for each succeeding fiscal year and will be due and payable within 45 days of receipt of the billing from Salinas Rural. Billing will occur in July of each fiscal year. Should the majority of the Fire Chiefs conclude that the maintenance fund assessment needs to be revised, it may be adjusted accordingly.
- d) In the event of major repair or unforeseen costs with respect to the maintenance and normal use and operation of the MASU or equipment which exceeds the budgeted maintenance costs for the year, each member of the MCFAASG will bear its percentage amount of the deficit according to the percentages set forth in Section 3.

Prior to incurring the costs of major repairs or other unforeseen costs, all members shall be provided with written notice of the nature, extent and estimated cost of such major repairs or other such unforeseen costs for approval by a majority of Fire Chiefs of the MCFAASG. Following completion of such repairs, the members shall pay their share within thirty days of receipt of the bill. For purposes of this paragraph, major repairs or unforeseen costs shall consist of any single combined expenditure which will exceed the then balance of the Maintenance Fund or \$2,500.00, whichever is less.

## AIR SUPPORT UNIT JOINT POWERS AGREEMENT

Page 4

- e) Except as otherwise provided, any damages sustained by the MASU other than "normal wear and tear", incurred either through accident or negligence, shall be repaired at the sole expense of the MCFAASG member which was using the vehicle at the time the damage occurred. The cost of the property damage insurance deductible and/or repairs not covered by the insurance shall be borne by the MCFAASG member that was using the MASU at the time the damage occurred.
- f) The repair of any part of the MASU covered by this agreement will be authorized by Salinas Rural and may be performed by other members of the MCFAASG or any other responsible provider of services contracted by Salinas Rural to perform such repairs to the MASU.
- g) All expenses relating to maintenance and upkeep of the MASU and its component parts and equipment shall be charged to the Maintenance Fund. Maintenance and upkeep are defined as the direct costs of equipment maintenance, labor and parts; member agency personnel costs are not included.

### 5. Modifications/Additions

After acceptance of the MASU as designated in this agreement, any major modification or addition must be approved by a unanimous vote of Fire Chiefs of the MCFAASG.

### 6. Administrative Reports and Personnel Expenses.

- a) Salinas Rural shall provide semi-annual reports to the other MCFAASG members detailing maintenance costs and the status of the Maintenance Fund.
- b) Salinas Rural will have the compressor air tested in accordance with the National Fire Protection Association Standards on a quarterly basis. Salinas Rural will keep a copy of those test results on file for five years.
- c) The member or members providing the personnel for the operation of the equipment shall not be entitled to contributions from the other members for such personnel costs.

### 7. Operation and Storage.

The MASU will be housed by Salinas Rural. The MASU may be temporarily assigned to a member agency for a specific need, i.e. a multi-day training exercise.

The MASU shall be available to all members of the MCFAASG on a daily basis for routine filling of air bottles and cascade systems. The MASU may be available to non-members as agreed upon

**AIR SUPPORT UNIT JOINT POWERS AGREEMENT**

Page 5

by a majority of Fire Chiefs of the MCFAASG. Overtime costs incurred by Salinas Rural will be reimbursed at a rate agreed upon by a majority of Fire Chiefs of the MCFAASG.

The MASU shall be subject to calls for emergency 24-hours per day as a county wide mutual aid resource. In the event two or more requests by different agencies are made for the MASU on or about the same time, the MCFAASG member that makes a request first shall have priority. There will be no overtime costs reimbursed for mutual aid responses requested by MCFAASG agencies. However, the MCFAASG reserves the right to bill for overtime costs incurred for responses to agencies not a member of MCFAASG.

Only fire fighters trained by Salinas Rural and who posses the proper DMV driver's license endorsements shall be allowed to operate the MASU. Salinas Rural shall develop and maintain an Operations Manual for the MASU.

**8. New Members**

After the effective date of this Agreement, additional agencies may become signatories to the Agreement. Request for membership shall be submitted to Salinas Rural. A majority vote of Fire Chiefs of the MCFAASG is required for acceptance into the MCFAASG.

Agencies entering under this section shall be required to pay an initial capital fee that is equivalent to Section #3 above plus an amount equal to any maintenance assessment that would have accrued from the beginning of this Agreement to the entry date. Said fee shall be distributed on a pro rata basis among the original members to the Agreement to defray their initial expenses in creating the MASU.

**9. Termination.**

- a) Any party to this Agreement may voluntarily terminate its participation upon giving thirty (30) days advance written notice to all other parties. All outstanding debts of the terminating party arising out of this Agreement on or prior to the date of termination shall be paid within thirty days after date of termination. In the event of termination of this Agreement by all of the parties hereto Salinas Rural shall retain ownership and possession of the MASU.
- b) An automatic and involuntary termination by an MCFAASG member shall occur if the annual assessment to the Maintenance Fund is not paid within 180 calendar days of the date of the billing by Salinas Rural. All outstanding debts arising on or prior to automatic termination date shall remain due and payable until satisfied by the terminating member.
- c) In the event of termination of the Agreement by a unanimous vote of all members, Salinas Rural agrees to buy out the member(s) share at the original contribution

## AIR SUPPORT UNIT JOINT POWERS AGREEMENT

Page 6

and capital costs in Section #3 above, less a 10% annual depreciation. Pay back will be over a term agreed upon by a majority of Fire Chiefs of the MCFAASG.

- d) An individual agency who terminates its membership does so with no right to a buyout.
- e) Final accounting and disbursement of all proceeds of sale and moneys remaining in the Maintenance Fund will then be performed by Salinas Rural to close the books. Any remaining funds will be disbursed equally between the membership.

### 10. Legal Title.

Legal title to the MASU and to all installed equipment shall remain with the Salinas Rural Fire Protection District.

### 11. Indemnity.

- a) Each party to this Agreement shall provide its own defense and shall pay all awarded damages, settlement amounts, costs, and/or attorney's fees arising from or related to its individual maintenance, use and operation of the MASU.
- b) No party shall be liable in damages to any other party, any employee or Volunteer of any party, or any other person or entity for failure to deliver the MASU upon demand.
- c) Each party will indemnify, defend and hold harmless each of the other parties and their elected officials, officers, employees or Volunteers from all liability claims, workers' compensation claims, damages, costs, and attorney's fees which arise solely from the indemnifying party's negligent acts or omissions involving use, maintenance and operation of the MASU. A party shall be in "use and operation of the MASU" at any time it or its employees are in possession and control of the vehicle.

### 12. Insurance.

General liability insurance with a minimum coverage of \$1,000,000.00 per occurrence along with automobile liability and physical damage insurance shall be secured to cover the MASU by Salinas Rural. Agencies wishing to use the air support unit on their own will insure the unit during the time it is in their possession and will also show Salinas Rural as an additional insured, or provide evidence of self-insurance as applicable.

Nothing contained in this Agreement shall be construed to make any party hereto or any of its officers, agents, employees or Volunteers the officer, agent, employee or Volunteer of any other party, except as to the specific responsibilities of Salinas Rural as set forth herein.

**AIR SUPPORT UNIT JOINT POWERS AGREEMENT**

Page 7

## 13. Conferring of Benefits

There are no third party beneficiaries to this contract. The signatories to the agreement do not intend to confer any benefit on any persons or entities that are neither signatories hereto, nor become signatories at some time in the future. This agreement is intended to benefit only the signers and no one else. There is no intent by the signatories to confer any benefit on the public or persons who may be affected by the use of the MASU.

## 14. Notification.

All notices herein required shall be in writing and delivered in person or sent by first class mail, postage prepaid, addressed as follows:

Salinas Rural Fire Protection District  
19900 Portola Drive  
Salinas, California 93908

Salinas Fire Department  
222 Lincoln Avenue  
Salinas, California 93901

Soledad Fire Department  
P. O. Box 156  
Soledad, California 93960

Carmel Fire Department  
P. O. Box 6418  
Carmel, California 93921

North County Fire Protection District  
11200 Speegle Street  
Castroville, California 95012

Monterey Peninsula Airport District  
200 Fred Kane Drive  
Monterey, California 93940

Carmel Valley Fire Protection District  
P. O. Box 965  
Carmel Valley, California 93924

**AIR SUPPORT UNIT JOINT POWERS AGREEMENT**

Page 8

Mid Carmel Valley Fire Protection District  
8455 Carmel Valley Road  
Carmel, California 93923

Spreckels Community Services District  
P. O. Box 7247  
Spreckels, California 93962  
City of Marina  
211 Hillcrest Avenue  
Marina, California, 93933

Cypress Fire Protection District  
2221 Garden Road  
Monterey, California 93940

Pebble Beach Community Services District  
Fire Department  
3101 B Forest Lake Road  
Pebble Beach, California 93953

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SALINAS RURAL FIRE PROTECTION DISTRICT**

BY: [Signature] 12-24-98 ATTEST: Stuart E. Noyes  
President of the Board Date  
Approved as to Form: [Signature] 9/15/95  
Legal Counsel Date

**CITY OF SALINAS**

BY: [Signature] ATTEST: N/A  
Mayor Date  
Approved as to Form: [Signature] 9-9-98  
City Attorney Date

**CITY OF SOLEDAD**

BY: Belinda B. Espinosa ATTEST: N/A  
City Manager Date  
9-2-98  
Approved as to Form: [Signature]  
City Attorney Date

**AIR SUPPORT UNIT JOINT POWERS AGREEMENT**

Page 9

**CITY OF CARMEL BY-THE-SEA**

BY: [Signature] 10/23/98  
Mayor Date

ATTEST: [Signature]

Approved as to Form: N/A 10/23/98  
City Attorney Date

**NORTH COUNTY FIRE PROTECTION DISTRICT**

BY: [Signature] 9/30/98  
President of the Board Date

ATTEST: [Signature]

Approved as to Form: N/A 9-30-98  
Legal Counsel Date

**MONTEREY PENINSULA AIRPORT DISTRICT**

BY: [Signature] 10/1/98  
General Manager Date

ATTEST: N/A

Approved as to Form: N/A  
Legal Counsel Date

**CARMEL VALLEY FIRE PROTECTION DISTRICT**

BY: [Signature] 9/8/98  
President of the Board Date

ATTEST: [Signature]

Approved as to Form: N/A 9/8/98  
Legal Counsel Date

**MID CARMEL VALLEY FIRE PROTECTION DISTRICT**

BY: [Signature] 10/15/98  
President of the Board Date

ATTEST: [Signature]

Approved as to Form: N/A 10/15/98  
Legal Counsel Date

**AIR SUPPORT UNIT JOINT POWERS AGREEMENT**  
Page 10

**SPRECKELS COMMUNITY SERVICES DISTRICT**

BY: James R. Riley 13 Oct '98 ATTEST: Cornie Adam  
President of the Board Date

Approved as to Form: N/A  
Legal Counsel Date

**CITY OF MARINA**

BY: [Signature] 10-20-98 ATTEST: Mark S. Morgan CMDR.  
Mayor Date

Approved as to Form: Robert R. Wallis 10/19/98  
City Attorney Date

**CYPRESS FIRE PROTECTION DISTRICT**

BY: Robert Townsend 8/27/98 ATTEST: Gayle Sheppard 8/27/98  
President of the Board Date

Approved as to Form: David Willy 9/2/98  
Legal Counsel Date

**PEBBLE BEACH COMMUNITY SERVICES DISTRICT**

BY: David R. Hendrick 9/15/98 ATTEST: David Andrews 9/15/98  
President of the Board Date

Approved as to Form: N/A  
Legal Counsel Date