

RESOLUTION NO. 2699

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AN AGREEMENT WITH THE MISSION-SOLEDAD
RURAL FIRE PROTECTION DISTRICT FOR
FIRE PROTECTION SERVICES**

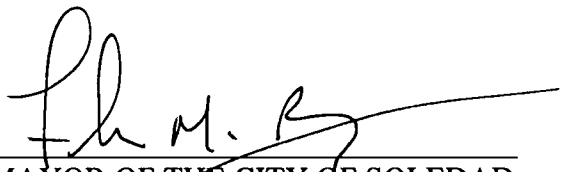
BE IT RESOLVED, by the City Council of the City of Soledad that the City Manager is hereby authorized and directed to enter into an Agreement in the form of the document hereunto attached, marked "Attachment I," with the Mission-Soledad Rural Fire Protection District for Fire Protection

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

RURAL FIRE DISTRICT AGREEMENT

THIS AGREEMENT is made between the City of Soledad, a California Municipal Corporation, hereafter called "CITY," and the Mission Soledad Rural Fire Protection District of Monterey County, a political subdivision of the State of California, hereafter called "DISTRICT," as follows:

RECITALS

A. DISTRICT was formed December 18, 1950, for the purpose of providing fire protection services to all property lying within DISTRICT's boundaries.

B. CITY has a fire house and an established volunteer fire department. Said department operates a variety of mobile fire fighting equipment and support apparatus. Such equipment is currently operated for the mutual benefit of both CITY and DISTRICT.

C. DISTRICT, by way of written agreement, has previously contracted with CITY for the provision of fire protection services. The previous contract between CITY and DISTRICT expired on July 1, 1997.

D. CITY and DISTRICT now wish to enter into a new agreement for the continued provision by CITY to DISTRICT of fire protection services.

AGREEMENT

It is therefore mutually agreed by and between the said parties, as follows:

1. CITY OBLIGATIONS.

CITY agrees to provide fire department related emergency services within the Mission Soledad Rural Fire Protection District of Monterey County on DISTRICT's behalf. All decisions concerning the manner in which emergency and non emergency services shall be provided, including decisions as to the priority and number of individuals assigned to a given incident and the items of equipment to be used in providing service shall at all times rest solely within the discretion of the appropriate CITY official or officials of the CITY's Fire Department.

2. DISTRICT OBLIGATIONS.

a. In consideration of the services described in Paragraph 1, DISTRICT will provide to CITY all revenues forthcoming to DISTRICT, less the amount needed for DISTRICT's administrative costs, including but not limited to elections, legal notices, insurance, audits and other mandated expenses. DISTRICT shall provide CITY with documentation of actual administrative

costs, ie: audits, consultant fees, office supplies, and any fees paid to the County. DISTRICT shall also provide to CITY all special or augmentation funds provided to DISTRICT, including Proposition 172 grants or other funding allocated to DISTRICT by Monterey County or the State of California or any other public agency. Payment to the CITY will be made within sixty (60) days of receipt of said revenue by the DISTRICT, and shall be accompanied by documentation of total revenue received by DISTRICT (i.e., copy of property tax statement, copy of check).

All such funds shall be used for Fire Department operations and equipment purchases.

All Soledad Fire Department equipment, vehicles or facilities acquired or financed by CITY using funds received from DISTRICT shall remain the sole property of CITY.

b. DISTRICT will adopt the 1997 Uniformed Fire Code, in the same manner as adopted by CITY, including amendments and deletions thereto where applicable to DISTRICT, by no later than December 31, 1998. DISTRICT may submit further amendments and/or deletions to the Code to CITY for review and approval. DISTRICT will adopt updated versions of the Fire Code within six (6) months of adoption of the same by CITY.

3. JOINT CITY/DISTRICT OBLIGATIONS.

a. CITY will prepare a study to develop a new capital improvement plan and Fire Impact Mitigation Fees. Once completed, DISTRICT will adopt the study and take all actions necessary to implement the Fire Impact Mitigation Fee, including obtaining Monterey County authorization to collect impact fees, not longer than six (6) months from the time the study is completed. All impact fees collected by DISTRICT shall be paid to CITY. CITY will maintain said fees in a separate fund for the purchase of capital equipment and or construction of infrastructure. In no event shall the impact fees collected by DISTRICT exceed those fees established in the CITY's Fire Impact Mitigation Fee Schedule and all such fees shall be in compliance with State and County regulations. All capital equipment purchased or construction of infrastructure with such funds will be owned solely by CITY.

b. CITY shall provide plan check and fire inspection service to DISTRICT based upon a fee schedule established by CITY. DISTRICT shall establish a procedure whereby the Monterey County Planning Department shall submit copies of all plans requiring plan checks to CITY and shall notify applicants of the requirement that plan check or fire inspection requests be submitted directly to the CITY by applicant, accompanied by the payment of the appropriate fee. All fees received for such services shall be retained by CITY. Plan check and fire inspection services shall be completed by CITY in a reasonable time, but shall not interfere with other CITY services. Said fees shall not exceed CITY fees for plan check and inspection services.

c. DISTRICT shall establish a requirement for an annual fire prevention inspection of all commercial and industrial businesses within DISTRICT. CITY shall provide fire prevention inspection services to DISTRICT based upon a fee schedule established by CITY, and

all fees received for said service shall be retained by CITY. Said inspections shall be scheduled by CITY at CITY's convenience.

d. CITY and DISTRICT shall each be responsible for providing one another with copies of their respective annual financial audits.

e. CITY shall indemnify, defend and hold harmless the DISTRICT, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including, but not limited to, damages to property and injuries to or death of persons, court costs, and attorney's fees) occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the CITY'S 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 DISTRICT. CITY'S performance includes CITY'S action or inaction and the action or inaction of CITY'S officers, employees, and subcontractors.

DISTRICT 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, but not limited to, damages to property and injuries to or death of persons, court costs, and attorney's fees) occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the DISTRICT'S 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 DISTRICT'S performance of this agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the CITY. DISTRICT'S performance includes DISTRICT'S action or inaction and the action or inaction of DISTRICT'S officers, employees, and subcontractors.

4. TERMS.

The term of the agreement shall be for fifteen (15) years, commencing September 3, 1998 to June 30, 2013. Either party may terminate this agreement at any time, with or without cause, with twelve (12) months notice.

5. CONTACTS.

CITY shall be represented by the City Manager, and DISTRICT shall be represented by the Board of Directors of the Mission- Soledad Rural Fire Protection District. Any notice which either party desires or is required to give to the other party shall be in writing and either served personally or sent by registered or certified mail to the other party. Notice to the CITY shall be directed to: City Manager, P.O. Box 156, Soledad, CA. 93960. Tel. (831) 678-3963. Notice to the DISTRICT shall be directed to Mission-Soledad Rural Fire Protection District, 37400 Metz Rd. Soledad, CA. 93960. Tel. (831) 678-3379.

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized agents as of the day of September 2, 1998.

CITY OF SOLEDAD, a municipal corporation

By Fabrizio M. Barreiro
Mayor

MISSION SOLEDAD RURAL FIRE PROTECTION DISTRICT OF MONTEREY COUNTY

By Tim Dudley
Chairman, Board of Directors

APPROVED AS TO FORM:

[Signature]
City Attorney

APPROVED AS TO FORM:

[Signature]
County Counsel