

RESOLUTION NO 2138

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
 AUTHORIZING THE EXECUTION OF A "COOPERATIVE
 REIMBURSEMENT AGREEMENT FOR THE CALENDAR
 YEAR 1992 WITH MISSION-SOLEDAD RURAL
 FIRE PROTECTION DISTRICT

BE IT RESOLVED by the City Council of the City of Soledad that the Mayor and the City Clerk be, and they are hereby, authorized and directed for and in behalf of said City to execute and deliver a "Cooperative Reimbursement Agreement with MISSION-SOLEDAD RURAL FIRE PROTECTION DISTRICT for calendar year 1992 in the form of the document hereunto attached, marked "Exhibit A", and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 24th day of February, 1992, by the following vote:

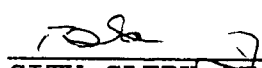
AYES, and in favor thereof, Councilmembers: Fabian Barrera, Ben Jimenez, Jr., Fred Ledesma, Mayor Pro Tem John Holguin, Mayor Joe Ledesma

NOES, Councilmembers: None

ABSENT, Councilmembers. None


 MAYOR OF THE CITY OF SOLEDAD

ATTEST:


 CITY CLERK OF THE CITY OF SOLEDAD

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF SOLEDAD, a California municipal corporation, hereinafter called "CITY", and MISSION-SOLEDAD RURAL FIRE PROTECTION DISTRICT, a political subdivision of the State of California, hereinafter called "DISTRICT" as follows.

RECITALS:

A. CITY has a fire house and an established fire department. Said department operates four (4) fire trucks, owned jointly by CITY and DISTRICT, for the mutual benefit of both entities.

B. The parties are now entering into this agreement for the purpose of setting forth their respective rights and obligations with respect to the use, operation and maintenance of said equipment.

AGREEMENT:

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

1. The term of this agreement shall be for one (1) year commencing January 1, 1992 and ending on December 31, 1992.

2. CITY shall keep all fire trucks belonging to CITY and the DISTRICT fully maintained and supplied with gasoline, oil and lubricants as needed, and shall keep said trucks repaired and provided with adequate tires.

3. CITY shall, during the term hereof, have the use of said trucks for the prevention and suppression of fires within the MISSION-SOLEDAD RURAL FIRE PROTECTION DISTRICT. CITY agrees to furnish men and such other incidental equipment as may be necessary for said purposes. Decisions as to what particular item or items of equipment shall be used for said purposes shall at all times rest with the discretion of the appropriate official or officials of the fire department of the CITY.

4. a) DISTRICT hereby agrees to pay to CITY, on or before December 31, 1992, the amount of \$57,030 for normal cost of the CITY's fire department expenditures for the fire protection service.

b) DISTRICT also agrees to pay to CITY on or before July 1, 1992, the fourth payment for the fire truck jointly purchased by the CITY and DISTRICT in the amount of \$9,612.27.

5. DISTRICT currently is indebted to CITY in the sum of \$44,440 for its share of the cost of fire services provided to DISTRICT by CITY for Fiscal Year 1990/1991. DISTRICT agrees to pay \$28,000 now and \$16,440 on or before June 1, 1992.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed by their duly constituted agents as of the 12th day of Feb, 1992.

CITY OF SOLEDAD
BY: Joe C. Ledesma
MAYOR

MISSION-SOLEDAD RURAL FIRE
PROTECTION DISTRICT
BY: John G. Sessett Jr.
COMMISSIONER

ATTEST:
[Signature]
CITY CLERK

BY: [Signature]
COMMISSIONER