

RESOLUTION NO. 2332

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE EXECUTION OF A 'COOPERATIVE
REIMBURSEMENT AGREEMENT FOR THE CALENDAR
YEAR 1994 WITH MISSION-SOLEDAD RURAL
FIRE PROTECTION DISTRICT**

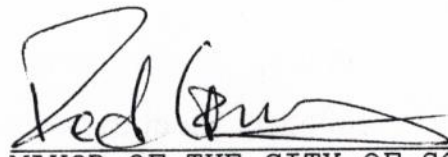
BE IT RESOLVED by the City Council of the City of Soledad that the Mayor and City Clerk be, and they are hereby, authorized and directed for and on behalf of said City to execute and deliver a **"Cooperative Reimbursement Agreement" with MISSION-SOLEDAD RURAL FIRE PROTECTION DISTRICT** for calendar year 1994 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 28th day of March, 1994 by the following vote:

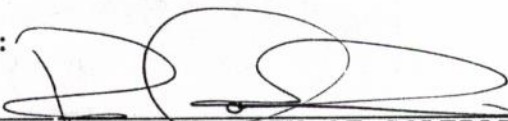
AYES, and in favor thereof, Councilmembers: John Holguin, Ben Jimenez, Jr., Richard Ortiz, Mayor Pro Tem Fabian Barrera, Mayor Fred Ledesma.

NAYES, Councilmembers: None

ABSENT, Councilmembers: None


MAYOR OF THE CITY OF SOLEDAD

ATTEST:


CITY CLERK OF THE CITY OF SOLEDAD

AGREEMENT

FISCAL YEAR 1994/1995

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, 1994 and ending on December 31, 1994.
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

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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, 1994, the amount of Seventy-Two Thousand Seven Hundred Twenty-Five Dollars (\$72,725) for normal cost of the CITY's fire department expenditures for the fire protection service. This amount does not include any separate billing by the Fire Department Association for rural fires.

b) DISTRICT also agrees to pay to CITY on or before July 1, 1994, the fourth payment for the fire truck jointly purchased by the CITY and DISTRICT in the amount of Sixteen Thousand Eight Hundred Ninety-Four Dollars and Twenty-Eight Cents (\$16,894.28).

5. DISTRICT during calendar year 1994, will adopt a fire impact mitigation tax for new development in the County.

6. Enlargement and/or new fire station is not provided for in this Agreement.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed by their duly constituted agents as of the 8th day of March, 1994.

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CITY OF SOLEDAD
By: [Signature]
MAYOR

ATTEST: [Signature]
CITY CLERK

MISSION-SOLEDAD RURAL FIRE
PROTECTION DISTRICT
By: [Signature]
COMMISSIONER

By: [Signature]
COMMISSIONER