

RESOLUTION NO 2394

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR FIRE
CODE SERVICES, BETWEEN THE CITY OF SOLEDAD AND
THE MISSION-SOLEDAD RURAL FIRE
PROTECTION DISTRICT

BE IT RESOLVED by the City Council of the City of Soledad that the Mayor and the City Manager/City Clerk be, and they are hereby, authorized and directed for and in behalf of the City of Soledad to execute an Agreement, for Fire Code Services between the City of Soledad and the Mission-Soledad Rural Fire Protection District, 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 12th day of December, 1994, by the following vote:

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

NAYES, Councilmembers: None

ABSENT, Councilmembers: None

Ben Jimenez Jr.
MAYOR OF THE CITY OF SOLEDAD

ATTEST:

Bue
CITY CLERK OF THE CITY OF SOLEDAD

AGREEMENT FOR FIRE INSPECTION SERVICES

This Agreement, made and entered into this 12th day of December, 1994, by and between the City of Soledad hereinafter referred to as "City" and the "Mission-Soledad Rural Fire Protection District", hereinafter referred as "District".

RECITALS

WHEREAS, District is an entity organized pursuant to statute, responsible for administrating fire protection services in the service area designated on the map attached hereto as Exhibit "A"; and

WHEREAS, District occasionally has the need to retain the services of a fire inspector to conduct inspections and perform plan checks on structures and areas within the District's service area; and

WHEREAS, the parties hereto intend to set forth all their rights, duties, obligations and liabilities with respect to the work, project or activities contemplated herein and the services to be performed by City thereunder.

NOW, THEREFORE, in consideration of the mutual promises of the parties, the parties agree that City shall provide inspection services on an as-needed basis for District in accordance with the following terms, conditions and covenants:

1. **Fire Inspection Services**. City shall, at the request of District, designate a qualified individual or individuals to provide standard fire inspections in compliance with the Uniform Fire Code, and exceptions thereto, as adopted by the City of Soledad in the Title 15 of the Soledad Municipal Code. Said inspector(s) shall also be charged with the duty to perform plan checks on construction documents submitted for review to the District. City's designated inspector(s) shall have the power and the duties of a fire marshall of Soledad when performing inspections and plan checks.

2. **Compensation For Services**. District hereby grants City authority to charge and receive direct payment from all individuals to whom inspection and plan check services are provided pursuant to this agreement, in an amount commensurate with the charge for such services set forth in Table 3-A of the Uniform Administrative Code, as adopted by District.

3. **Termination**. This agreement may be terminated with or without cause by either party at any time after giving no less than thirty (30) days notice in writing

4. General Conditions

A. This is a standby agreement to permit District to request services from City from time to time as appropriate. City reserves the right to deny any request for services if City's designees are for any reason deemed unavailable for performance.

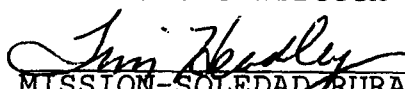
B. District shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed to perform services hereunder for City.

C. All designees engaged by City in the performance of this agreement shall be deemed agents of City and District shall not be liable or responsible to them for anything whatsoever other than as expressly set forth in this agreement. City agrees to hold harmless District and all of its officers and employees from all damages, costs or expenses in law and equity, including costs of suit and expenses for legal services that may at anytime arise or be set up because of damage to property or injuries to persons received or suffered by reason of the operation of City which may be occasioned by any negligent act or omission to act which amounts to negligence on the part of City or any of its agents.

D. City shall assume liability for the wrongful or negligent acts, errors and omissions of its agents in regard to any functions or activity carried out by them on behalf of District pursuant to the terms of this agreement. District shall indemnify City for claims and suits against City in the performance of work authorized by this agreement that are not the wrongful acts of the City, its officers, agents, employees or subcontractors.


E. City shall provide and maintain workers' compensation insurance for all designees performing under this agreement for the period services are rendered in the manner and amount provided by statute in the state workers compensation insurance act of the State of California.

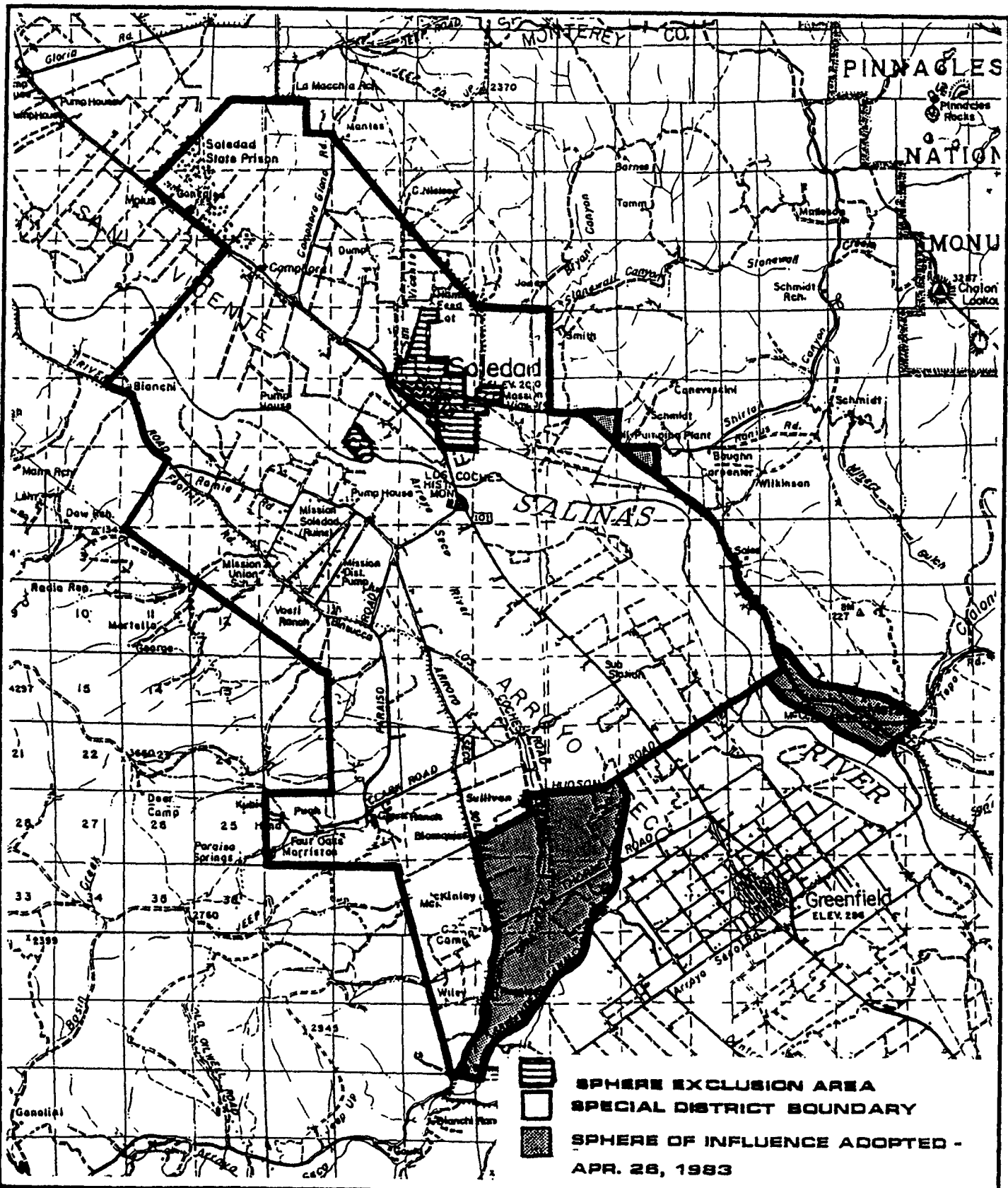
IN WITNESS WHEREOF, the parties hereto have subscribed their names, through their duly authorized officers on a date and year first above written in this agreement.


MISSION-SOLEDAD RURAL FIRE
PROTECTION DISTRICT


CITY OF SOLEDAD

APPROVED AS TO FORM:


CITY ATTORNEY



SPECIAL DISTRICTS

MISSION SOLEDAD RURAL FIRE PROTECTION DISTRICT

