

**RESOLUTION NO. 4265**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH  
AMERICAN MEDICAL RESPONSE WEST AMBULANCE COMPANY FOR THE USE  
OF THE FIRE STATION TO HOUSE AMBULANCE PERSONNEL**

**WHEREAS**, Monterey County will enter into an agreement with American Medical Response West ("AMR") Ambulance Company to serve as the ambulance provider for the County of Monterey and incorporated cities effective September 1, 2008; and

**WHEREAS**, the City Council of the City of Soledad is committed to providing the highest level of emergency medical service to the community; and

**WHEREAS**, the City's commitment to providing the highest level of emergency medical service to the community can be accomplished by partnering with AMR to ensure that one of three South County ambulance units is stationed in Soledad and specifically within the City's Fire Station; and

**WHEREAS**, AMR is willing to enter into an agreement with the City to pay for the use of space in the City Fire Station to house AMR personnel, as well as to pay some portion of the City's utility costs for said facility.

**NOW, THEREFORE BE IT HEREBY RESOLVED**, that the City Council of the City of Soledad hereby approves and authorizes the City Manager to execute the "Real Estate Lease" between the City of Soledad and AMR Ambulance Company, in substantially the form attached hereto as Exhibit "A", which by this reference, is incorporated herein.

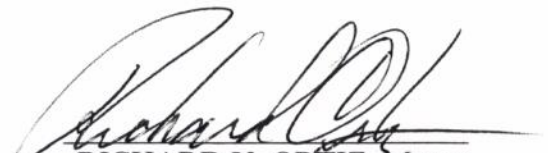
**PASSED AND ADOPTED**, by the City Council of the City of Soledad at a regular meeting duly held on the 6<sup>th</sup> day of August 2008, by the following vote:

AYES, and in favor thereof, Councilmembers: Martha Camacho, Juan Saavedra, Patricia Stephens, Mayor Pro Tem Christopher Bourke, Mayor Richard Ortiz


NOES, Councilmembers: None

ABSENT, Councilmembers: None

ABSTAIN, Councilmembers: None

  
RICHARD V. ORTIZ, Mayor

ATTEST:

  
ADELA P. GONZALEZ, City Clerk

## LEASE

This Lease Agreement ("Lease") is entered into as of August 6, 2008, by and between the City of Soledad (the "City"), a municipal corporation, and American Medical Response West. ("AMR"). The City and AMR may be referred to individually as Party or collectively as the Parties.

### RECITALS

A. July 2008, the Monterey County Board of Supervisors contracted with American Medical Response West to be the ambulance provider for the County of Monterey (the "County"). The term of AMR's agreement with the County is for a period of one (1) year commencing on September 1, 2008.

B. AMR desires to locate and house one ambulance unit, consisting of one AMR ambulance and AMR ambulance personnel, in the City of Soledad.

C. The City desires to provide AMR with sleeping quarters for the on-duty AMR personnel as well as space to house the AMR ambulance at the Soledad Fire Station.

**NOW THEREFORE, IT IS AGREED** by the Parties hereto that for the consideration set forth below, the Parties agree to the following terms and conditions:

#### 1. PREMISES

The City, in consideration of the lease payments provided in this Lease, leases to AMR that certain portion of the Soledad Fire Station designated as ambulance personnel sleeping quarters (the "Premises"), as more particularly described in Attachment "A", attached hereto and incorporated herein by this reference.

#### 2. TERM

The Lease term shall be for a period of one (1) year, commencing on September 1, 2008 and terminating on August 31, 2008.

#### 3. LEASE PAYMENTS

A.. AMR shall pay to the City the sum of One Thousand One Hundred and Ten Dollars (\$1,110.00) per month (the "Lease Payment") during the Lease Term. Lease Payments shall be made to the City at 248 Main Street, Soledad, California 93960 on or before the first (1<sup>st</sup>) day of each month of the Lease Term.

#### 4. REVIEW OF AGREEMENT

The City hereby reserves the right to review this Lease at the end of six months, February 28, 2009, in order to evaluate potential or actual increases in utility costs for the Soledad Fire Station which may result from AMR's use of the Premises. If the City exercises its right to review the Lease at the close of the six month period, the Parties shall, within a reasonable time of such review by the City, negotiate the cost of utilities to be paid by AMR, if any, and shall promptly execute a written amendment to this Lease which memorializes the cost of utilities to be paid by AMR.

Exhibit     A

## **5. POSSESSION**

AMR shall be entitled to possession of the Premises and shall yield possession to City on the last day of the term of this Lease, unless this Lease is terminated earlier or as otherwise agreed to by the Parties in writing.

## **6. USE OF PREMISES**

A. AMR shall use the Premises solely as sleeping quarters for AMR ambulance personnel.

B. In addition to the foregoing, the City has agreed to provide AMR with full access to the following portions of the Soledad Fire Station: i) the kitchen, ii) the restroom and shower facilities, and) the dayroom.

C. AMR's use of the Premises and all other portions of the Soledad Fire Station shall comply with all rules, regulations and policies applicable to salaried and volunteer Soledad Fire Department personnel.

## **7. INSURANCE**

AMR shall procure, at its sole expense, and maintain in full force and effect during the Term, the following insurance naming the City, its appointed and elected officials, employees and agents as additional insureds:

A. Comprehensive General Liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the Premises with a policy limit of at least One Million Dollars (\$1,000,000) per occurrence.

B. Workers' Compensation insurance that complies with the statutory requirements of the State of California.

## **8. INDEMNITY**

AMR shall indemnify, defend and hold harmless the City, its appointed and elected officials, employees and agents from and against any or all loss, liability, expense, claim, costs (including costs of defense), suits, damages of every kind, nature and description directly or indirectly arising from AMR's negligent or intentionally wrongful performance of work or conduct. This paragraph shall not be construed to exempt the City, its appointed and elected officials, employees and agents from its own fraud, willful injury or violation of law whether willful or negligent. City shall indemnify, defend and hold harmless AMR from and against any or all loss, liability, expense, claim, costs (including costs of defense), suits, and damages of every kind, nature and description directly or indirectly arising from the negligent or intentionally wrongful performance of City. This paragraph shall not be construed to exempt AMR from its own fraud, willful injury or violation of law whether willful or negligent. For purposes of Section 2782 of the Civil Code, the parties hereto recognize and agree that this Lease is not a construction contract. By execution of this Lease, AMR acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration.

## **9. DEFAULTS**

AMR shall be in default of this Lease, if AMR fails to fulfill any lease obligation or term by which AMR is bound. Subject to any governing provisions of law to the contrary, if AMR fails to cure any financial obligation within thirty (30) days, or any other obligation within sixty (60) days, after written notice of such default is provided to AMR by the City, the City may take possession of the Premises without further notice, and without prejudicing AMR's rights to damages. In the alternative, the City may elect to cure any default and the cost of such action shall be added to AMR's financial obligations under this Lease.

## **10. TERMINATION**

Notwithstanding the Term established herein, this Lease may be terminated by either party as of the last day of any calendar month by giving sixty (60) day prior written notice thereof to the other party.

## **11. ASSIGN ABILITY/SUBLETTING**

AMR may not assign or sublease any interest in the Premises without the prior written consent of the City.

## **12. DAMAGES**

A. If the Premises are so damaged by fire or from any other cause as to render it unusable for tenancy, then either party shall have the right to terminate the Lease as of the date on which such damage occurs, through written notice to the other party, to be given fifteen (15) days after the occurrence of such damage, except that should such damage or destruction occur as the result of the abuse of negligence of AMR, so as to render the Premises unusable for tenancy, only City shall have the right of termination.

Should this right be exercised by either City or AMR, then rent for the current month shall be prorated between the parties as of the date on which such damage occurred and any prepaid rent shall be refunded to AMR.

B. If the Lease is not terminated as provided in this paragraph, then rent for the current month shall be prorated between the parties as of the date on which such damage occurred and any prepaid rent shall be refunded to AMR.

## **13. ABANDONMENT**

AMR shall not vacate or abandon the Premises at any time during the term of this Lease.

## **14. ENTRY BY CITY**

AMR shall permit City and/or its agents to enter into and upon the Premises at all reasonable times and upon reasonable notice for the purpose of inspecting it or for the purpose of maintaining and/or repairing the Premises. City has the right to enter the Premises if it appears to have been abandoned by AMR.

**15. SURRENDER**

On the last day of the term of this Lease, AMR shall surrender the Premises to City in good condition, broom clean, ordinary wear and tear excepted. Upon termination of this Lease, AMR must immediately make sure that all occupants move out of the Premise and take all of their personal property with them. AMR must deliver all keys to City and leave behind all property belonging to City.

**16. NOTICE**

Notices under this Lease shall not be deemed valid unless sent by first class mail, postage prepaid, addressed as follows:

CITY: Adela P. Gonzalez  
City Manager  
City of Soledad  
248 Main Street  
Soledad, CA 93960

AMR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Such addresses may be changed from time to time by either party by providing notice as set forth above.

**17. ENTIRE AGREEMENT/AMENDMENT**

This Lease Agreement contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the party obligated under the amendment signs the writing.

**18. SEVERABILITY**

If any provision of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**19. WAIVER**

The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**20. CUMULATIVE RIGHTS**

The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

21. GOVERNING LAW

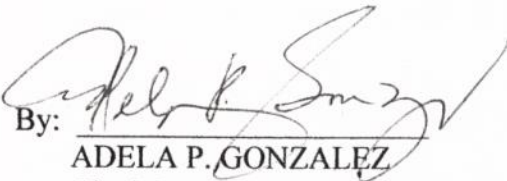
This Lease shall be construed in accordance with the laws of the state of California.

IN WITNESS THEREOF, the City and AMR execute this Lease as follows:

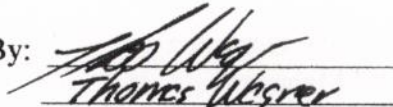
CITY:

AMR:

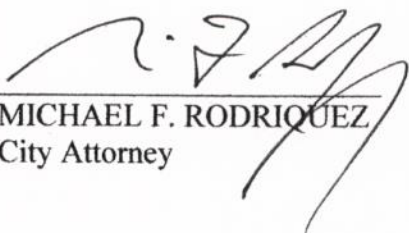
By:

  
ADELA P. GONZALEZ  
City Manager

By:

  
Thomas Weisner  
CEO  
COO

APPROVED AS TO FORM:

  
MICHAEL F. RODRIQUEZ  
City Attorney