

**FIRE PROTECTION AGREEMENT
BETWEEN
THE CITY OF DEL REY OAKS AND
THE CITY OF SEASIDE**

THIS AGREEMENT, made and executed this 4th day of October 2018, by and between the CITY OF SEASIDE, a municipal corporation, hereinafter referred to as "Seaside", and the CITY OF DEL REY OAKS, a municipal corporation, hereinafter referred to as "Del Rey Oaks" provides as follows:

SECTION 1. Intergovernmental Fire Protection Services.

This Agreement covers fire protection and related services provided by Seaside to Del Rey Oaks pursuant to Government Code Section 55632.

SECTION 2. Scope of Services.

In the performance of services set forth in this agreement, the City of Seaside agrees to provide fire protection services to the City of Del Rey Oaks at a level consistent to that provided to the City of Seaside.

The City of Seaside Fire Chief, or authorized representative, shall exercise sole authority for the distribution and application of fire protection related resources and the determination of operational priorities.

The City of Seaside fire protection services shall include:

- A. Fire response to confine, control and extinguish fires in Del Rey Oaks.
- B. Hazardous Material Incident response to isolate and evacuate areas impacted until the material is removed.

The City of Seaside will remove small amounts of automotive fluids and other common materials from the incident site.

- C. Emergency Medical Response (EMS) at the Emergency Medical Technician level (known as BLS, or Basic Life Support).
- D. Rescue and extraction to persons trapped or otherwise in danger of personal injury or death.

- E. Fire Prevention and Investigation services such as fire plan checking utilizing Uniform Building Codes and Uniform Fire Codes relating to new construction or remodeling. This service includes periodic inspection of business occupancies consistent with scheduling of inspections by Seaside.
- F. Other emergency situations that present an immediate threat to life or property.
- G. Miscellaneous services such as periodic testing for the amount of flow from fire hydrants within current agreements with the Monterey Water Management District and current practices of the Seaside Fire Department.
- H. Reports will be provided to the City of Del Rey Oaks to document monthly response information by the fifth working day of the following month including:

- Reporting Period (Month and Year)
- Total number of Responses
- Date and Time of Each Response
- Type of Incident for each Response
- Response Time

Response reports for each Del Rey Oaks incident will be maintained by Seaside and will be provided to Del Rey Oaks upon specific request.

Fire investigation records and reports shall be provided to the Del Rey Oaks Police Department upon specific request pursuant to an investigation considered potentially criminal in nature.

SECTION 3. Del Rey Oaks Responsibilities.

- A. Water System and Fire Hydrants: Del Rey Oaks shall provide and maintain a water system that provides adequate water for fire suppression purposes with an acceptable number of properly located fire hydrants. This system shall be consistent with the current Seaside standards for fire protection water supply.
- B. Uniform Fire Code: Del Rey Oaks shall adopt and maintain in effect an ordinance adopting the most current Uniform Fire Code with amendments consistent with those adopted by Seaside.
- C. Code Enforcement and Permits: Del Rey Oaks agrees to coordinate all development, construction, and business licensing with the Seaside Fire Department. Such coordination shall include review and approval of the Seaside Fire Department for Building Permits required by the current edition of the Uniform Building and Uniform Fire Codes.

This review and approval includes development plans, subdivision plans and business license applications that will be evaluated for impacts to fire and emergency service delivery and compliance with fire and life safety codes and ordinances. All fire department approvals shall be completed prior to the issuance of building permits or commencement of construction.

- D. Hazardous Materials: Del Rey Oaks shall adopt and maintain in effect legislation, which requires the person(s) responsible for the release of hazardous material(s) to be responsible for the cost of, said removal.

SECTION 4. Terms.

- A. This Agreement shall be for a period of three (3) years, commencing July 1, 2019 and ending June 30, 2022.
- B. The annual fire protection fee shall be paid upon quarterly billing by the City of Seaside.
- C. The annual fire protection contract amounts are as follows and increases will be equal to the general salary adjustments for the Fire Engineer classification outlined in the City of Seaside Firefighters Association Memorandum of Understanding. The annual increase on July 1, 2019 will be 3%; July 1, 2020 will be 3.84% and July 1, 2021 will be determined through future contract negotiations; not to exceed 4%:
- Fiscal Year 2019-20 Contract amount to be \$200,850
 - Fiscal Year 2020-21 Contract amount to be \$208,550
 - Fiscal Year 2021-22 Contract amount to be \$208,550
Plus the general salary adjustment not to exceed 4%
- D. Either party may cancel this Agreement with at least ninety days written notice prior to the termination date. Payments for services hereunder will be pro-rated to the date of cancellation.
- E. By January of 2022, representatives from both cities will meet to discuss terms for the subsequent years contracts.
- F. Once a year, representatives of both cities will meet to discuss provisions of fire service and methods to improve service and/or reduce expenses.

SECTION 5. Hold Harmless, Indemnify and Defend Agreement.

City of Seaside shall defend, indemnify, hold harmless and protect the City of Del Rey Oaks and each of its officers, officials, employees, authorized representatives, agents, and

volunteers from and against any and all cost, damage, expense, liability, loss (including without limitation to costs and fees of litigation) of every nature arising out of or in connection with City's (including any subcontractor, anyone directly or indirectly employed by anyone for whose acts any of them may be liable) performance of work hereunder or failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Del Rey Oaks.

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this contract or affects the legal liability of either party by imposing any standard of care respecting emergency services different from the standard of care imposed by law.

The City of Del Rey Oaks shall defend, indemnify, hold harmless and protect the City of Seaside, and its officers, employees, representatives, agents and volunteers from and against any and all cost, damage, expense, liability, loss (including without limitation to costs and fees of litigation) of every nature arising out of or in connection with Del Rey Oak's performance of work hereunder or failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Seaside.

SECTION 6. Changes.

No alteration or variation of the terms or conditions of the Agreement shall be valid unless made in writing and signed by the parties hereto.

SECTION 7. Assignment.

The rights and obligations of Seaside hereunder are not assignable and cannot be delegated. Any such purported assignment or delegation without written consent of Del Rey Oaks shall be void.

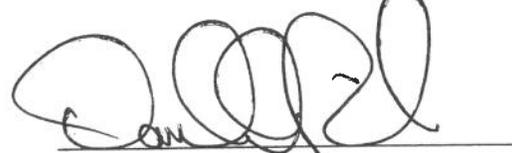
IN WITNESS WHEREOF, the parties execute this Agreement hereto on the day and year first above written.

CITY OF SEASIDE



Craig Malin, City Manager

CITY OF DEL REY OAKS

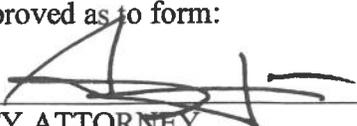


Dino Pick, City Manager

Approved as to form:


CITY ATTORNEY
CITY OF SEASIDE

Approved as to form:


CITY ATTORNEY
CITY OF DEL REY OAKS