

Gonzales Rural Fire Protection District Agreement

This Agreement is made between the City of Gonzales, a California Municipal Corporation, hereafter called "City," and the Gonzales Rural Fire Protection District of Monterey County, a political subdivision of the State of California, hereafter called "District," as follows:

1. Recitals

- a. District was formed December 18, 1950 for the purpose of providing fire protection to all property lying within the District's boundaries.
- b. City has a firehouse and established fire department.
- c. District, by way of a written agreement, has previously contracted with City for the provision of fire protection services. Previous contracts were until July 1, 1997 and most recently through July 1, 2013.
- d. City and District now wish to enter into a new agreement for the continued provision by City to District of fire protection services.

2. Agreement

a. City Obligations

- i. City agrees to provide fire protection services within the Gonzales Rural Fire Protection District of Monterey County on District's behalf. All decisions concerning the manner in which such services shall be provided, including decisions as to the priority and number of individuals assigned to a given incident and items of equipment to be used in providing services shall at all times rest solely within the discretion of the appropriate City official or officials.
- ii. City shall use all funds provided by District for Fire Department operations and equipment. City shall use District's funds for not more than 50% (fifty percent) of the total Fire Department annual operational expenses.
 1. Funds received by City from District in excess of 50% (fifty percent) of the total Fire Department's annual operational budget shall be placed into the Fire Impact Funds to be expended for equipment, vehicles, and/or facilities that directly relate to fire suppression services. District shall be notified of City's intent to expend said funds and may make recommendations to City on capital expenditures. The City Council shall have the final decision on the appropriate use of Fire Impact Funds.
 2. If this Agreement is terminated, any District contributions to the Fire Impact Fund that remains unexpended as of the date of termination shall be refunded to District.
- iii. All equipment, vehicles, and facilities purchased with funds received from District shall remain the sole property of City.

b. District Obligations

- i. In Consideration of the services provided in Section 2.a. above, District will provide to City all tax revenue forthcoming to District, via assessment, less the amount needed for District's administration costs, including but not

limited to elections, legal notices, insurance, audits, and other mandated expenses. If the amount withheld by District for any fiscal year exceeds \$2,000 (two-thousand dollars), District shall provide City with documentation of the actual administrative costs. District shall also provide to City all special or augmentation funds allocated to District by Monterey County, the State of California, and all public agencies. Payment to City shall be made within 60 (sixty) days of receipt of said funds by District and shall be accompanied by documentation of the total received by District.

- ii. District shall adopt current Fire Codes, in the same manner as adopted by City, including amendments and deletions thereto where applicable to District, within 6 (six) months of adoption of City. District may submit further amendments and/or deletions to the Code to City for review and approval if deemed appropriate.

3. Joint City and District Obligations

a. Fire Impact Fees

- i. City shall maintain a current Fire Impact Fee Program.
- ii. District shall adopt fire impact fees as part of the City's Fire Impact Fee Program. All Fire Impact Fees collected by District shall be paid to City.
- iii. In no event shall the District fees exceed City fees.
- iv. All equipment, vehicles, and facilities purchased with Fire Impact Fees received from District shall remain the sole property of City.

b. Fire Prevention Program

- i. City shall provide plan check and fire inspection services to District based upon a fee schedule established by City.
- ii. District shall establish a procedure whereby Monterey County Planning Department shall submit copies of all plans requiring plan check or fire inspection requests be submitted directly to City by applicant accompanied by the payment of appropriate fees.
- iii. Plan check and fire inspection services shall be completed by City in a reasonable time.
- iv. Fees charged for such services within District shall not exceed fees for plan check and inspection services within City.
- v. All fees received for such services shall be retained by City.

c. Annual Fire Inspections

- i. District shall establish and maintain an annual fire inspection program for all commercial and industrial businesses in the District.
- ii. City shall provide annual fire inspection services to District based upon a fee schedule established by City.
 1. City shall schedule inspections at City's convenience.
 2. Fees received for said services shall be retained by City.

d. Financial Audits

- i. City and District shall each be responsible for providing the other with a copy of their annual financial audit.
- ii. Nothing in this Agreement is intended to require a financial audit.

e. Hold Harmless

- i. City agrees to hold harmless and indemnify District and all of its officers, agents, employees, and volunteers from all damages, costs, or expenses in law or equity, including costs of suit and expenses for legal services, that may at anytime arise due to damage to property, death, or injury to persons received or suffered in the performance of work authorized by this Agreement by City.
- ii. District agrees to hold harmless and indemnify City and all of its officers, agents, employees, and volunteers from all damages, costs, or expenses in law or equity, including costs of suit and expenses for legal services, that may at anytime arise due to damage to property, death, or injuries to persons received or suffered in the performance of work authorized by this Agreement by District.

4. Term

- a. The term of this Agreement shall be for fifteen (15) years, commencing on July 1, 2013 through June 30, 2028.

5. Termination

- a. Either party may terminate this Agreement at any time, with or without cause, with twelve (12) months advance notice. Termination notice must be provided in writing.

In Witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized agents as of the date of July 1, 2013.

City of Gonzales,
a municipal corporation

By Maria Orzco
Mayor

Gonzales Rural Fire Protection
District of Monterey County

By Victor L. Garcia
Chair, Board of Directors