

Agreement

By and Between

City of Portola

And

Beckwourth Fire District

For

Fire Protection and Emergency First Responder Services

This Agreement for Fire Protection and Emergency First Responder Services (“Agreement”) is hereby entered into by and between Beckwourth Fire District, with its principal offices located at 180 Main St, Beckwourth, CA 96129, (“Fire District”) and the City of Portola, with its principal offices located at 35 Third Avenue, Portola, CA 96122, (“Portola”). Collectively Fire District and Portola shall be referred to as “The Parties”. The Parties enter into this Agreement with respect to the following:

RECITALS

WHEREAS, Fire District provides fire protection and emergency first response services; and

WHEREAS, Portola desires to enter into this Agreement for fire service protection and emergency first response services within the incorporated city limits; and

WHEREAS, as set forth in this Agreement and more specifically in the scope of services in Exhibit (1), attached hereto and incorporated herein. Portola owns two fire stations, including the Northside Station and the Southside Station.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the Parties hereby agree as follows:

TERM: This Agreement shall be in full force and effect once signed by both Parties. The term shall be for 12 months; commencing on 1 July 2023 and terminating on 30 June 2024. The Parties agree to review the scope of services annually for content, scope of services, and to negotiate in good faith any modification to any provision herein deemed necessary for the benefit of both Parties.

TERMINATION: This Agreement may be terminated, with or without cause, by either Party by giving 120 days written notice to the other. In the event of a termination by either Party, the fees will be prorated through the date of termination. Any fees paid beyond the cancellation date will be refunded.

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FEES: Portola agrees to pay Fire District annual fees of Eighty-four thousand dollars (\$84,000), which is based on Portola's current number of residents, visitors and businesses, with an annual inflation adjustment of 3% or the percent change in the West Region All Urban Consumer Price Index for the 12 month period, ending May 31 as set forth in the published data most recently available, whichever is greater, effective July 1, 2021. If the West Region All Urban Consumer Price Index is -3% or less, then there will be no inflation adjustment. Fees will be prepaid in two semiannual installments each year, with the first of such payments to be made no later than July 20, 2020. Fees paid by Portola will not be refundable, except if this Agreement is terminated by either Party in accordance with the Termination provision set forth hereinabove.

EXPENSES: Expenses as set forth in Appendix (1) shall be categorized as either; (1) the sole responsibility of Portola; (2) billable services provided by Fire District and third-party service providers; or (3) the sole responsibility of Fire District. Upon the written approval of both Parties as to the amount and purpose for each expense, the expenses to bring and maintain trucks and equipment to code will be the sole responsibility of Portola. Fire District will invoice Portola for time (as per Appendix (1) Billable) and materials for mutually agreed work related to bringing and maintaining said trucks and equipment up to code. Billable items listed in Appendix 1 must be agreed upon in writing by the City Manager prior to any commencement of stated work. Portola reserves the right to contract with a third party for any necessary code services as identified by Fire District. Expense obligations will only be changed or modified subsequent to the annual review with agreement of both Parties. If this Agreement is terminated, both Parties agree that the work performed by Fire District through the date of the notice of termination will be paid for by Portola.

SERVICES: For purposes of this Agreement, "emergency services" shall mean fire protection and emergency first responder services by Fire District with sufficient equipment and properly trained and certificated personnel for fire or emergency. A good faith effort shall be made to combat all fires and respond to other emergency calls within Portola's city limits. Fire District may utilize assets owned by Portola and shall maintain an inventory of all assets. Fire District may utilize privately owned vehicles that have been preapproved by the Fire District Chief, to respond to non-fire emergencies. Should Fire District assets already be deployed during a Portola emergency, other emergency response resources will be used through the County Mutual Aid Agreement. The Mutual Aid Agreement provides redundant coverage in the event of multiple, concurrent, and large emergencies.

Fire District shall ensure City if Portola fire-fighting equipment is up to code, and shall notify the City if a City of Portola station needs maintenance.

Services will be provided pursuant to all District, Local, State, and Federal laws, policies, and regulations.

ACCESSIBILITY: Portola will make a good faith effort to keep roads passable and in good condition, and have snow removed in a timely manner. Fire District's sole responsibility under this Agreement will be to make a good faith effort to reach all properties and persons, as needed, within Portola to provide the fire protection and emergency first responder services described herein.

NOTICES: All notices, demands, or other communications (not including monthly reports listed in Appendix 1) which may be required to be given and/or which are required by the terms of this Agreement shall be in writing and shall be conveyed by personal delivery, or certified mail. All communications will be deemed to have been

delivered when an item is personally delivered, or a certified mail receipt is signed. Written notice shall be provided to the Parties at their respective office locations first set forth hereinabove.

LIABILITY: Fire District agrees to indemnify and defend Portola and its elected and appointed officials, employees, volunteers, and agents from and against any and all claims, suits, actions, costs, expenses, liabilities, damages or judgments (“Liabilities”) that in any way arise out of or are related to the Agreement or the provision of services by Fire District pursuant to the Agreement, except for any liabilities arising from Portola’s sole negligence or willful misconduct.

Portola agrees to indemnify and defend Fire District and its elected and appointed officials, employees, volunteers, and agents from and against any and all claims, suits, actions, costs, expenses, liabilities, damages or judgments (“Liabilities”) that in any way arise out of or are related to this Agreement or the provision of services by Portola pursuant to this Agreement, except for any liabilities arising from Fire District’s sole negligence or willful misconduct.

WORKMAN’S COMPENSATION: Fire District will maintain workman’s compensation as required by California Law for all Fire District personnel. Fire District shall provide Portola with a certificate of insurance.

EQUIPMENT: All Portola firefighting equipment may be used by the Fire District. However, all equipment shall remain the property of Portola, cleaned and stored in accordance with best practices. All equipment, both Portola’s and Fire District’s will be located in Fire Stations owned by the City or the Fire District as the Chief sees fit for best deployment of resources in the event of an emergency. There will be no restriction where the equipment can be used.

INSURANCE BILLING: Fire District will be allowed to bill for cost recovery for services provided. Fire District will keep all funds received from cost recovery.

FORCE MAJEURE: Performance under this Agreement is subject to interruption and delay due to causes beyond the Parties’ reasonable control, such as acts of God, acts of any government, war or other hostility, including acts of terrorism, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

DISPUTE RESOLUTION: The Parties agree to use their best good faith efforts to resolve any dispute that may arise from this Agreement or services provided pursuant to it. If the Parties are unable to resolve a dispute within 90 days, then the dispute will be referred to mediation for resolution. The Parties shall mutually select a mediator. Each Party will equally share the cost of the mediator and will otherwise bear its own costs and expenses related to the mediation. The mediation shall be conducted in Portola, CA, unless the Parties agree to conduct it in a different location. If the parties are unable to resolve the dispute through mediation within 90 days, then either Party may seek resolution of the dispute by filing a court action in the Superior Court in and for the County of Plumas, State of California.

MISCELLANEOUS: This Agreement shall not be modified in any way, except in writing stating expressly that it constitutes a modification of this Agreement and is signed by both Parties. Nothing contained herein shall create a contractual relationship with or any other rights in favor of any third party. This Agreement embodies the entire understanding between the Parties with respect to the subject matter of this Agreement and, except as otherwise provided herein, supersedes any and all prior understandings and agreements, oral or written,

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relating to the subject matter of this Agreement. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. The Parties may execute this Agreement in counterparts.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day first written above.

EXECUTION

The Parties execute this Agreement by signature below:

BECKWOURTH FIRE DISTRICT

By _____

Title _____

Date _____

CITY OF PORTOLA

By _____

Title _____

Date _____

APPENDIX (1)

Expenses to Portola that are directly billed from third party sources (Fixed and Variable)

- Property (utilities, taxes, building upkeep)
- Insurance of City owned Fire Stations and all emergency vehicles. Fire District will be named as additional insured on the policy
- Repair of equipment or vehicles in the event of a catastrophic failure, unless Portola decides, in its sole discretion, to not repair such equipment or vehicles.
- Equipment purchases as required by code or best practices to ensure the interoperability of Portola's equipment with that of Fire District

Billable by Fire District to Portola with prior written approval.

In the event of an emergency (i.e. a truck has a tire blowout) a phone call to the City Manager will be made for verbal approval; to be followed up with written approval.

In addition to the reimbursement of costs of third-party services, Fire District personnel time associated with inspections and vehicle maintenance / repairs, and misc fire station work is billed at a weighted rate for the Fire Chief at Forty Five dollars (\$45) per hour and for other personnel at Twenty Five dollars (\$25) per hour.

- Bringing equipment up to code
- Maintenance of all vehicles and equipment
- All fluids and lubricants for vehicles and equipment
- All safety inspections to include but not limited to
 - Ladder; hose; and pump testing
 - Fire safety inspections for businesses and properties.

Fire District Expenses

- Fuel
- Consumables
- Fire Chief and Secretary expenses
- Workers Compensation insurance
- Staffing
- Training
- Maintain all logs, records, and other documents required by any State or Federal agency

Fire District will

- Provide a monthly report to Portola on the calls for service, which include the address, date, time, type of response, and response times; in an excel format to the City Manager.
- Provide a monthly report on the status of equipment and Fire Stations.
- Respond to all emergency fire calls as paged out by the Sheriff Department 911 dispatcher and all vehicle accidents, major medical assists requiring fire services level response. Portola and Beckwourth

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agree to work together with Eastern Plumas Health Care Ambulance services and other local Fire agencies to reduce and eliminate whenever possible having fire respond to minor medical calls.

- Provide training, certification, and CE (continuing education) opportunity classes for firefighters and medical responders.
- At the termination of the Agreement, the Fire District will return all Portola property and remove Fire District property from Portola premises.