

**AGREEMENT BETWEEN THE MONTEZUMA FIRE PROTECTION DISTRICT, THE SUISUN FIRE PROTECTION DISTRICT AND THE VACAVILLE FIRE PROTECTION DISTRICT TO PROVIDE ADVISORY SUPPORT TO THE ACTING VACAVILLE FIRE CHIEF POSITION AND TO WORK COLLABORATIVELY TO STUDY THE FEASIBILITY OF THE REORGANIZATION OF FIRE AND EMERGENCY SERVICES**

THIS AGREEMENT ("Agreement") is entered into as of \_\_\_\_\_ by and between the Montezuma Fire Protection District ("Montezuma"), the Suisun Fire Protection District ("Suisun"), and the Vacaville Fire Protection District ("Vacaville"), to provide advisory support to the acting Vacaville Fire Chief and to establish the parameters for working collaboratively to study the feasibility of the reorganization and consolidation of fire and emergency services. Unless identified specifically, each District may be commonly referred to individually as "Party" or collectively as "Parties"

**RECITALS**

**WHEREAS**, each District is a fire district organized and established pursuant to the same enabling legislation, the Fire Protection District Law of 1987, Health & Safety Code section 13800, et seq.; and

**WHEREAS**, Vacaville currently does not have a permanent Fire Chief and desires to contract with Suisun and Montezuma to utilize the expertise of Suisun's and Montezuma's Fire Chiefs in an advisory capacity to the acting Vacaville Fire Chief on an interim basis while the feasibility study progress; and

**WHEREAS**, Suisun and Montezuma desire to assist Vacaville as the first step towards reorganization; and

**WHEREAS**, the Parties believe that the efficiency, effectiveness, and the economy of fire protection services to individuals within the affected territory of each District might be improved by the reorganization of the three (3) districts into one (1) entity; and

**WHEREAS**, the Parties recognize that each District operates differently from the other two which will require a concerted effort to study and analyze the feasibility of actual consolidation of fire and emergency services prior to initiating any reorganization application before the Solano Local Agency Formation Commission (LAFCO); and

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein set forth, it is agreed as follows:

**ARTICLE 1**  
**TERM AND RENEWAL**

1. Term. The term of this Agreement shall begin as of the last date written below and will continue until terminated pursuant to Article 5 below.

**ARTICLE 2**  
**SCOPE OF SERVICES**

- 2.1 Level of Cooperation: The Districts shall provide each other in a timely manner and pursuant to reasonable inquiry, all information necessary to identify common issues with the goal of identifying or formulating a possible plan of reorganization. Such initial service shall be done with existing District personnel. To the extent the Parties desire to jointly hire a third-party consultant to assist with this endeavor, the Parties agree to negotiate the costs of such services in an equitable manner.
- 2.2 Advisory Services to Acting Vacaville Fire Chief: As needed, Suisun and Montezuma Fire Chiefs will provide advisory services to the Acting Vacaville Fire Chief, who will remain, at all times, subject to the oversight and direction of the Vacaville Board.
- 2.3 Rules and Regulations: Each Fire Chief will apply the respective District's own Rules, Regulations, and Policies when operating in that jurisdiction. Where Policies may be absent, the respective Boards of Directors expect the Fire Chief to give direction according to industry and best practices standards. Each Fire Chief will follow the requirements of the Firefighters Procedural Bill of Rights in both jurisdictions and all other requirements under the law.
- 2.4 Limitations upon Authority to Vacaville: Notwithstanding anything to the contrary contained herein, Suisun and Montezuma agree that they shall not, without prior approval of the Vacaville Board of Directors or such officer or officers as the Board may designate, engage in any of the following on behalf of Vacaville:
- a. Borrow or obtain credit in any amount or execute any guarantee, except for items for sale by vendors in the ordinary course of the Fire Chief's operation;
  - b. Expend funds for capital equipment in excess of expenditures expressly budgeted and approved by the Board of Directors;
  - c. Sell or transfer capital assets; and
  - d. Execute or amend any lease of real or personal property.

**ARTICLE 3**  
**DISPUTE RESOLUTION**

- 3.1 In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or breach thereof, the parties agree to use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interest, attempt to reach just and equitable solutions satisfactory to all parties. If they do not reach such solutions within a period of sixty (60) days, either party may terminate this Agreement as provided for in Article 5 below.

- 3.2 If either party fails to cure default within the specified period, the other party may elect to cure the default and any expense incurred shall be payable by the defaulting party.
- 3.3 If either party serves the other with a notice of default and the other party fails to cure the default, the other party waives any further notice of termination of this Agreement.
- 3.4 If this Agreement is terminated because of default by either party, the other party shall be entitled to recover from the defaulting party all damages allowed by law.

**ARTICLE 4**  
**INDEMNIFICATION**

- 4.1 Each Party to this Agreement agrees to indemnify and hold harmless the other participating Parties, their boards, officers, and employees from any loss, claims, judgment, or liability, including costs and attorney fees, arising out of and to the extent caused by the negligent acts or omissions of the indemnifying Party under this Agreement.

**ARTICLE 5**  
**TERMINATION**

- 5.1 Unilateral Termination. Any Party may unilaterally terminate the Agreement by notice to the other Parties in writing at least thirty (30) days.
- 5.2 Termination Based on Mutual Agreement. This Agreement may be terminated at any time in accordance with Section 5.2. A time frame shorter than thirty (30) days may be mutually agreed upon. The Parties specifically agree that this Agreement will terminate upon final action by LAFCO and any successor agency formed as a result of such action.

**ARTICLE 6**  
**INSURANCE COVERAGE**

- 6.1 Each District shall provide and maintain, for the duration of the Agreement, either insurance in the form and amounts prescribed below or a statement that the party is self-insured up to the amount specified below:
  - a. Commercial General Liability insurance, occurrence form, with the limits of not less than \$1 million per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. The general aggregate limit shall be not less than \$5 million. The fire damage component of such insurance shall be not less than \$100,000.00.
  - b. Automobile Liability insurance, occurrence form, with a limit of not less

than \$1 million each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

- c. Workers' Compensation insurance in at least the minimum statutory limits. With respect to Workers' Compensation coverage, the party employing the fire department employee will provide Workers' Compensation coverage for any injuries sustained in the normal course and scope of the employee's performance of services, as required by the state of California.

## **ARTICLE 7** **MISCELLANEOUS**

- 7.1 Force Majeure. No Party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, pandemic, sabotage, accident, illness, death, or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- 7.2 Non-assignability. This Agreement and the rights and duties hereunder may not be assigned by any Party without obtaining the prior written consent of the others, and the Parties expressly agree that any attempt to assign the rights of any party hereunder without such consent will be null and void. This Agreement is not intended to create any rights of a third-party beneficiary.
- 7.3 Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any action commenced about this Agreement must be filed in the Solano County Superior Court. The article and paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the articles and paragraphs or be considered in their interpretation. This Agreement may be executed in several counterparts, each of which shall be deemed an original.
- 7.4 Entire Agreement. This Agreement shall constitute the full and complete agreement between the parties hereto. This Agreement supersedes all prior negotiations, representations, or agreements, if any.
- 7.5 Amendments. This Agreement may be modified in writing and signed by both parties.
  - a. Any mutually agreed upon changes, including any increase or decrease in remuneration, shall be effective when incorporated in written amendments to this Agreement.
  - b. No verbal agreements or conversations prior to the execution of this Agreement or requested amendment shall affect or modify any of the items or conditions of this Agreement unless reduced to writing according

to the applicable provisions of this Agreement.

7.6 Invalidity of Provisions of this Agreement. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.

7.7 No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressed.

7.8 Negotiated Agreement. The provisions of this Agreement are the product of negotiation between the parties and shall not be construed as having been prepared by one party or another. The parties to this Agreement understand their right to seek independent counsel and advice regarding the terms of this Agreement prior to execution of this Agreement.

7.9 No Third-Party Beneficiary. This Agreement is only for the benefit of the parties as municipal or corporate entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or party shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

7.10 Notices. All notices required or permitted by this Agreement shall be in writing and shall either be hand delivered, sent by telecopy or facsimile, sent by U.S. mail, certified mail, return receipt requested, postage prepaid, addressed as set forth on the signature page hereof. A notice shall be effective either when personally delivered, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

Notices shall be delivered to the following individuals on behalf of each party:

**Montezuma:**

Montezuma Fire Protection District  
21 North Fourth Street  
Rio Vista, CA 94571

**Suisun:**

Suisun Fire Protection District  
445 Jackson Street  
Fairfield, CA 94533

**Vacaville:**

Vacaville Fire Protection District  
420 Vine Street  
Vacaville, CA. 95688

7.11 Authorized Signatures. Each party represents and warrants that the signatories to this Agreement are legally authorized to sign and enter into this Agreement on behalf of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**MONTEZUMA FIRE PROTECTION DISTRICT**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chris Mingay, Chair of the Board of Directors

**SUISUN FIRE PROTECTION DISTRICT**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lynn Lippstreu Chair of the Board of Directors

**VACAVILLE FIRE PROTECTION DISTRICT**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chris Calvert, Chairman of the Board of Directors