

**THIRD SUPPLEMENTAL FIRE AND EMERGENCY MEDICAL SERVICES  
AGREEMENT BETWEEN  
SANTA CLARA COUNTY CENTRAL FIRE PROTECTION DISTRICT AND  
LOS ALTOS HILLS COUNTY FIRE DISTRICT  
FOR THE PURCHASE AND OPERATION OF  
TWO FIRE ENGINE APPARATUSES AND FIREFIGHTING EQUIPMENT**

This Supplemental Fire and Emergency Medical Services Agreement (the “Agreement”) for the purchase, reimbursement, and operation of two Type 1 fire engine apparatuses, and peripheral firefighting equipment, including, but not limited to, ladders, firehose, nozzles, breathing apparatus, specialized rescue tools, and technology devices, (“Apparatuses”) is made by and between the Santa Clara County Central Fire Protection District, a dependent special district (“CENTRAL FIRE DISTRICT”), and the Los Altos Hills County Fire District, a special district (“LAHCFD”), each a “Party” and collectively the “Parties.”

**RECITALS**

**WHEREAS**, LAHCFD provides fire protection services within its district boundaries through a Fire and Emergency Medical Services Agreement, dated December 13, 2016, (“Master Services Agreement”) with CENTRAL FIRE DISTRICT, and the City of Los Altos for fire suppression, emergency medical response, and associated fire resources; and

**WHEREAS**, this Agreement shall not amend any terms in the Master Services Agreement; and

**WHEREAS**, upon consultation with the CENTRAL FIRE DISTRICT, LAHCFD desires to enhance its firefighting capabilities by supporting the acquisition of Apparatuses for CENTRAL FIRE DISTRICT to deploy for the benefit of LAHCFD, its residents, and adjoining jurisdictions, and the CENTRAL FIRE DISTRICT desires to get reimbursed for such deployment; and

**WHEREAS**, assignment of the Apparatuses to CENTRAL FIRE DISTRICT stations in jurisdictions adjoining LAHCFD shall enhance fire protection within the LAHCFD; and

**WHEREAS**, the CENTRAL FIRE DISTRICT’s assignment of the Apparatuses for mutual aid will improve regional firefighting capabilities, and support the mutual aid system within this region; and

**WHEREAS**, LAHCFD wishes to plan and prepare for increases in the population of Los Altos Hills, enable lower response times, and support the acquisition of additional Apparatuses to enhance firefighting, disaster response, and emergency medical services.

**NOW THEREFORE**, in consideration of the recitals, and the mutual obligations of the Parties set forth in this Agreement, CENTRAL FIRE DISTRICT and LAHCFD agree as follows:

## ARTICLE 1

- 1.1 Reserved.

## ARTICLE 2 EFFECTIVE DATE; TERM; EXTENSIONS

- 2.1 Term of Agreement. This Agreement shall be effective on the date of full execution by the Parties, and shall be effective until the expiration or termination of the Master Agreement, including any extensions thereto.
- 2.2 Continuing Obligations. The provisions in Articles 8-10 (inclusive), 12, and 15 shall survive expiration or termination of this Agreement for any reason.

## ARTICLE 3 SCOPE OF SERVICES

- 3.1 Fire Suppression and Protection Services. CENTRAL FIRE DISTRICT shall purchase the Apparatuses and assign, use, and deploy them to enhance fire protection services to the residents of the LAHCFD and surrounding areas, and to support the mutual aid system within this region. CENTRAL FIRE DISTRICT shall assign the Apparatuses to CENTRAL FIRE DISTRICT stations in jurisdictions adjoining LAHCFD.

## ARTICLE 4

- 4.1 Reserved.

## ARTICLE 5 SERVICE LEVELS, STANDARDS OF PERFORMANCE

- 5.1 Standard of Performance. CENTRAL FIRE DISTRICT shall perform all required services under this Agreement in a manner and according to the standards observed by competent fire personnel providing equivalent services. All products of whatever nature, and all services shall be prepared, and provided in a professional manner.

## ARTICLE 6

- 6.1 Reserved.

## ARTICLE 7 VEHICLES AND EQUIPMENT

- 7.1 Apparatuses and Equipment. Except as otherwise provided in this Agreement, CENTRAL FIRE DISTRICT shall provide, and own, operate, maintain, insure, and—

except as provided under the Master Services Agreement—staff the Apparatuses at its sole expense. The Apparatuses shall be utilized for the benefit of LAHCFD, and surrounding areas. Except as otherwise provided in this Agreement, the Apparatuses shall also be available to respond as part of the mutual aid system within Santa Clara County and as requested and approved by the CENTRAL FIRE DISTRICT Fire Chief. In the event of deployment of the Apparatuses outside Santa Clara County, CENTRAL FIRE DISTRICT’s Fire Chief will notify LAHCFD in writing within forty-eight hours of deployment. Such deployment shall to the maximum extent feasible be limited in duration to not more than 30 days.

## **ARTICLE 8 RECORDS RETENTION**

- 8.1 Record Retention and Storage. In accordance with all applicable laws and local policies, each Party shall retain ownership of its own fire service records. The Parties agree to grant access to, share, and exchange records as needed, in compliance with applicable federal, state, and local laws and policies concerning data protection and privacy. No Party may destroy the other Party’s records without written permission. Notwithstanding anything to the contrary, CENTRAL FIRE DISTRICT shall retain all records related to this Agreement for a period five (5) years after termination or expiration of this Agreement. CENTRAL FIRE DISTRICT shall promptly provide any and all such records to LAHCFD upon request.

## **ARTICLE 9 INSURANCE, INDEMNITIES, AND RELATIONSHIPS OF THE PARTIES**

- 9.1.1 With regard to the Apparatuses, CENTRAL FIRE DISTRICT shall add LAHCFD, its Board, officers, personnel, contractors, and agents, individually and collectively, as additional insureds, and add insurance coverage equivalent to that required for comparable equipment in the Master Services Agreement. Certificates of insurance evidencing ongoing coverage shall be provided by CENTRAL FIRE DISTRICT to LAHCFD’s risk manager annually on the anniversary date of this Agreement. LAHCFD shall be given thirty (30) days advance notification of any material changes, cancellations, or anticipated lapses in coverage including, but not limited to, policy limits and deductibles. Any significant changes in coverage shall be subject to approval by LAHCFD.
- 9.1.2 Reserved.
- 9.1.3 Should either of the Apparatuses be rendered inoperable, damaged, or compromised prior to the end of its useful life, CENTRAL FIRE DISTRICT shall, at its expense or through insurance, replace the Apparatus with an equivalent Type 1 apparatus and equipment for deployment and use through termination of this Agreement.
- 9.2 Indemnities and Relationships of the Parties

- 9.2.1 CENTRAL FIRE DISTRICT's personnel shall not be considered to be either general or special employees of LAHCFD, or agents or contractors of LAHCFD, for any purposes, including the workers' compensation laws.
- 9.2.2 Notwithstanding the provisions of Government Code Section 895.2, to the fullest extent permitted by law, and in recognition of LAHCFD's sole role as the funder of Services under this Agreement, CENTRAL FIRE DISTRICT shall defend (with counsel reasonably approved by LAHCFD), indemnify, and hold harmless the LAHCFD, the LAHCFD Board of Commissioners, members of the LAHCFD Board of Commissioners, the LAHCFD's employees, representatives, agents and volunteers from any and all suits, damages, costs, fees, claims, demands, causes of action, liabilities, losses expenses, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death and financial losses (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors, or omissions, negligence, or willful misconduct of CENTRAL FIRE DISTRICT's officers, assistants, subcontractors, employees, or agents in connection with the performance of Services or this Agreement.
- 9.2.3 This Agreement is entered into solely for the mutual benefit of the signatory Parties, and not for the benefit of any resident or other person or entity. No person or entity not a party hereto shall have any right to enforce this Agreement or bring any action as a consequence of this Agreement arising out of a failure or omission on the part of any of the Parties to provide the Services described herein.
- 9.2.4 This Agreement shall supplement, and shall not supplant or reduce the scope of any agreements or arrangements between the Parties for automatic aid or mutual aid or otherwise, including but not limited to the Master Services Agreement, in emergencies requiring fire suppression or first responder medical care into the areas of LAHCFD covered by this Agreement.
- 9.2.5 This Agreement shall not be construed to create any separate joint powers entity under the provisions of Government Code §6500, *et seq.* Notwithstanding the provisions for allocation of loss or liability provided therein, the provisions of this Agreement for loss allocation shall govern.

## **ARTICLE 10**

### **TERMS OF PAYMENT; FINANCIAL PROVISIONS**

- 10.1 LAHCFD shall pay an amount equal to the cost to the Central Fire Protection District to purchase the Apparatuses, which shall not exceed \$2,300,000 ("Not to Exceed Amount"), for the Services provided under this Agreement. LAHCFD shall pay no additional costs and, no costs associated with the Apparatuses, including but not limited to, administration, insurance, management including battalion chief and other staffing, overhead fees, station costs, and maintenance costs relating to the Apparatuses. To the extent grants, and/or other external funding are obtained by CENTRAL FIRE DISTRICT to pay for, or to offset the cost of, the acquisition of the Apparatuses pursuant to this Agreement, such funding shall be refunded to the LAHCFD.

- 10.2 CENTRAL FIRE DISTRICT shall invoice LAHCFD for payment upon CENTRAL FIRE DISTRICT's payment for purchase of the Apparatuses. LAHCFD shall make payment within thirty (30) days of receipt of the invoice.

## ARTICLE 11

- 11.1 Reserved.

## ARTICLE 12 TERMINATION

- 12.1 Termination for Cause. Without limiting any other remedy that may be available, this Agreement may be terminated for a material breach after giving the breaching Party notice and a reasonable opportunity to cure as stated in Section 13.1.
- 12.2 Duties Upon Termination. In the event of termination, and in accordance with all applicable laws, all Parties shall retain ownership of their respective records. However, this ownership shall be subject to retention and production provisions specified in Section 8.
- 12.3 Pro Rata Payment Upon Termination. In the event that either the Master Services Agreement or this Agreement, or both, are terminated for any reason prior to expiration of the useful life of the Apparatuses, which the Parties deem to be twelve (12) years starting the day that the Apparatuses are deployed, CENTRAL FIRE DISTRICT shall meet and confer and shall promptly rebate to LAHCFD on a pro rata basis the funds paid by LAHCFD pursuant to Article 10 as of the date of the termination based upon the assumption of full and even amortization for LAHCFD's payment over the useful life of the Apparatuses. If the Master Services Agreement or this Agreement, or both, are terminated on or after the expiration of such useful life, CENTRAL FIRE DISTRICT shall not be required to rebate funds to LAHCFD. If the Master Services Agreement or this Agreement, or both, are terminated on or before the first day of deployment of the Apparatuses, the CENTRAL FIRE DISTRICT shall rebate the LAHCFD the full amount paid by LAHCFD to the CENTRAL FIRE DISTRICT under Article 10 of this Agreement. By way of example only, if the cost of the Apparatuses is \$2,300,000 and the Agreement terminates 2 years after deployment, the CENTRAL FIRE DISTRICT shall be required to promptly rebate to LAHCFD the amount of \$1,916,666.67 (computed by multiplying 10/12 and \$2,300,000).

## ARTICLE 13 DISPUTE RESOLUTION

- 13.1 Mediation. At any time during the term of this Agreement, the Party aggrieved by a material breach may give written notice describing the breach to the Party responsible. Upon receipt of the written notice, the Party responsible shall respond within ten (10) working days in writing with a detailed action plan summarizing the Party's position on



and appropriate to fulfill the intent of the Parties under this Agreement and to affect any necessary corrections thereto (as may be requested from time to time).

15.6 Waiver of Rights. No Party may waive or release any of its rights or interests in this Agreement except in writing. Failure to assert any right arising from this Agreement shall not be deemed or construed to be a waiver of such right. Waiver of any particular right shall not constitute a waiver of any other right under this Agreement.

15.7 Interest in Agreement. This Agreement shall not be deemed or construed to confer upon any person or entity, other than the Parties hereto, any right or interest, including, without limiting the generality of the foregoing, any third-party beneficiary status or any right to enforce any provision of this Agreement.

15.8 Consents, Approvals, and Modifications.

All consents, approvals, and interpretations relating to this Agreement shall bind a Party only when executed by such Party's Authorized Representative. CENTRAL FIRE DISTRICT's shall be its Fire Chief, or the Fire Chief's written designee, and LAHCFD's shall be its General Manager, or the General Manager's written designee. Modification of this Agreement may occur only in a writing executed by both Parties.

15.9 Entire Agreement. This Agreement constitutes the entire understanding and agreement between these Parties; and no other agreement, statement, or promise made by any Party, or any employee, officer, or agent of any Party which is not contained in this Agreement is binding or valid.

15.10 Successors in Interest. This Agreement shall be binding upon, and shall inure to the benefit of any successors to or assigns of the Parties.

15.11 Severability. Should any part, term, portion, or provision of this Agreement be deemed to conflict with any law of the United States or of the State of California, or otherwise be found to be unenforceable or ineffectual by a court of competent jurisdiction, the validity of the remaining terms, parts, portions, or provisions shall be deemed severable and shall not be affected, provided such remaining portions or provisions can be construed in substance to constitute the Agreement.

15.12 Nondiscrimination. Each Party and every subcontractor shall comply with the provisions of the California Fair Employment and Housing Act, California Government Code section 12900 et. seq., and Title VII, 42 United States Code, Section 2000e et seq., and any amendments thereto. This Agreement may, at the option of any Party, be terminated or suspended in whole or in part in the event the other Party fails to comply with this nondiscrimination provision in accordance with the termination provisions of this Agreement.

15.13 Counterparts/Electronic Signature. This Agreement may be executed in counterparts. Unless otherwise prohibited by law or Central Fire District or LAHCFD policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink

signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Central Fire District and LAHCFD.

**SANTA CLARA COUNTY CENTRAL  
FIRE PROTECTION DISTRICT**

**LOS ALTOS HILLS COUNTY FIRE  
DISTRICT**

\_\_\_\_\_  
By: SUSAN ELLENBERG      Date:  
President, Board of Directors

\_\_\_\_\_  
ROGER SPREEN              Date:  
President, Board of Commissioners of Los  
Altos Hills County Fire District

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Directors

ATTEST:

ATTEST:

\_\_\_\_\_  
CURTIS BOONE              Date:  
Acting Clerk of the Board of Directors

\_\_\_\_\_  
CORI VARGAS              Date:  
District Clerk

APPROVED AS TO FORM AND  
LEGALITY

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
  /S/  
AARON FORBATH              Date:  
Deputy County Counsel

\_\_\_\_\_  
  /S/  
STEPHANIE M. JACKSON      Date:  
Deputy County Counsel

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