

Los Altos Hills County Fire District

Agenda

12355 El Monte Road, Los Altos Hills (Foothill College Campus)

Special Meeting Wednesday, November 9, 2016 3:00 p.m.

- 1) Roll Call.
- 2) Public Comment: Persons wishing to address the District on any subject, whether or not on the agenda, may do so now. Please note, however, the District is not able to undertake extended discussion or action tonight on items not on the agenda. Items may be referred to staff for appropriate action, which may include placement on the next available agenda. Please note that, while the District Board will hear comments upon items which are on the agenda at this time, the District will not act on any such item until the item is under consideration by the District. District policy is to limit public testimony to three minutes per speaker.
- 3) Review and Discussion and Issuance of Direction to Fire District President Regarding the Draft of the Fire and Emergency Medical Services Agreement Between City of Los Altos and Los Altos Hills County Fire District and Santa Clara County Central Fire Protection District (The vote on the Agreement is presently scheduled for the Board's Special Meeting on November 22, 2016 at 7:00 p.m. at the El Monte Fire Station, Los Altos Hills.)
- 4) Adjournment.

ASSISTANCE FOR PERSONS WITH DISABILITIES

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the secretary/clerk at (650) 948-2474. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II)

FIRE AND EMERGENCY MEDICAL SERVICES AGREEMENT
BETWEEN
CITY OF LOS ALTOS
AND
LOS ALTOS HILLS COUNTY FIRE DISTRICT
AND
SANTA CLARA COUNTY CENTRAL FIRE PROTECTION DISTRICT

THIS FIRE AND EMERGENCY MEDICAL SERVICES (“EMS”) “Agreement” is made and entered into this ____ day of December, 2016, by and between the City of Los Altos, a municipal corporation, organized and operating under the laws of the State of California, hereafter referred to as “CITY”, and the Los Altos Hills County Fire District, a fire protection district, reorganized and operating under the Fire Protection District Laws of 1987 of the California Health and Safety Code, hereafter referred to as “LAHCFD”, and the Santa Clara County Central Fire Protection District, a dependent special district, hereafter referred to as “CENTRAL FIRE DISTRICT” and hereafter collectively referred to as the “Parties”.

RECITALS

- A. WHEREAS, on the 17th day of December, 1996, the Parties entered into an agreement for a ten-year period to set forth the rights and responsibilities of the Parties herein regarding the fire and emergency medical needs of the CITY and LAHCFD to be provided by CENTRAL FIRE DISTRICT; and
- B. WHEREAS, these same three Parties to the 1996 Agreement allowed that original agreement to automatically renew for an additional ten-year period from January 1, 2007-December 31, 2016; and
- C. WHEREAS, the current Agreement as amended expires December 31, 2016; and
- D. WHEREAS, the Parties desire to obtain services from CENTRAL FIRE DISTRICT; and
- E. WHEREAS, the Parties hereby amend and restate and enter into this Agreement; and
- F. WHEREAS, the Parties agree that this Agreement will commence on January 1, 2017.

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

ARTICLE 1
DEFINITIONS

- 1.1 Definitions. For purposes of clarity and consistency, the definitions set forth in Exhibit A hereto shall apply to this Agreement unless the context clearly requires a different meaning or unless the Agreement indicates otherwise.

ARTICLE 2
TERM; EXTENSIONS

- 2.1 Term of Agreement. This Agreement shall be effective 12:00 a.m. on January 1, 2017, and shall be effective for ten years, until 11:59 p.m. on December 31, 2026.
- 2.2 Extensions. This Agreement shall automatically renew for successive ten-year terms unless CITY, LAHCFD or CENTRAL FIRE DISTRICT provide written notice of non-renewal to the other Parties at least one year prior to the expiration date of this Agreement.
- 2.3 Continuing Obligations. The provisions in Section 2.3, 6.2.6, 9, 15 shall survive expiration or termination of the Agreement.

ARTICLE 3
SCOPE OF SERVICES

- 3.1 Fire Suppression and Protection Services. The CENTRAL FIRE DISTRICT shall provide the following fire suppression and protection services to the CITY and LAHCFD:
- 3.1.1 The CENTRAL FIRE DISTRICT shall provide and assume full responsibility for all fire protection services within the CITY and the LAHCFD.
- 3.1.2 The CENTRAL FIRE DISTRICT shall operate and maintain one (1) three-person engine company located in each of the two existing CITY fire stations, plus a four (4) person company located in the existing LAHCFD fire station, staffing on a selective call basis, one (1) engine, one (1) truck, or one (1) engine and one (1) patrol. An initial response to a structure fire will be a minimum of two (2) engines, one (1) truck, one (1) 24-hour Battalion Chief for a total of eleven personnel, or three (3) engines, and a 24-hour Battalion Chief for a total of eleven (11) personnel. On a structure fire requiring a full second alarm assignment, an additional alarm assignment consisting of four (4) fire apparatus, and one (1) additional Battalion Chief shall respond. Initial response to wildland fire shall be based on the CENTRAL FIRE DISTRICT "Wildland (Wildland-Interface) Dispatch Levels", which are determined by a Remote Automated Weather System (RAWS) using a National Fire Danger Rating System computer program that develops a burn index. Minimum response to a wildland fire shall be three (3) engines and one (1) 24-hour Battalion Chief for a total of 11 personnel.
- 3.1.3 El Monte Fire Station shall be a Core Station.
- 3.1.4 The CENTRAL FIRE DISTRICT shall station a twenty-four hour Battalion Chief at the CENTRAL FIRE DISTRICT's Cupertino, Monta Vista, or Seven Springs fire station.

- 3.1.5 The CENTRAL FIRE DISTRICT may dispatch such additional companies or units which are necessary, or reallocate resources to meet workload demands during the course of service calls or training for short periods of time.
- 3.1.6 The CENTRAL FIRE DISTRICT shall make a good faith effort to maintain an automatic aid agreement with the Cities of Mountain View and Palo Alto.
- 3.1.7 CENTRAL FIRE DISTRICT shall provide reports of fire and emergency medical service activities on forms, format and frequency mutually acceptable to the Parties.
- 3.2 Code and Ordinance Enforcement and Services. The CENTRAL FIRE DISTRICT shall use its equipment, facilities and qualified staff in such numbers as necessary to adequately perform the following functions for the CITY and the LAHCFD, including the unincorporated areas within the LAHCFD:
 - 3.2.1 The checking of building and other development plans pursuant to applications for building permits, and the certification thereof as complying with all ordinances, statutes and regulations applicable to the CITY, the County or the LAHCFD as the case may be including conditions of zoning approvals, relating to the fire safety, promulgated by the state, the CENTRAL FIRE DISTRICT, the CITY, and the LAHCFD and any other public agency (including the County and the Town of Los Altos Hills.) The work of checking and certifying such building and other development plans shall be performed accurately, efficiently and expeditiously. The CENTRAL FIRE DISTRICT Fire Chief or other appropriate officer(s) shall confer with the CITY and the LAHCFD (including the County and the Town of Los Altos Hills) for the purpose of seeking methods of improving the services provided by the CENTRAL FIRE DISTRICT as described above, in the event the CITY or the LAHCFD becomes dissatisfied with the accuracy, efficiency, or promptness exercised by the CENTRAL FIRE DISTRICT in performing these services.
 - 3.2.2 Provision of technical information, advice and recommendations pertaining to the enactment, amendment, repeal and enforcement of fire prevention and suppression ordinances and regulations by the CITY, and the LAHCFD (including the County and the Town of Los Altos Hills) and the attendance at meetings, conferences and hearings with CITY and LAHCFD (including the County and the Town of Los Altos Hills) boards, councils, commissions, committees, officials and employees as requested by the CITY and LAHCFD for the foregoing purposes.
 - 3.2.3 The responsibility for enforcing and providing all the services, listed under Title 6, Chapters 6.08, and Title 11, Chapters 11.10 and Title 12, Chapter 12.24 of the CITY Municipal Code, and the LAHCFD's Ordinances and Resolutions (and of the Town and County as applicable), and for enforcing any additional fire requirements mandated by the state or federal governments and any minor

items required by the CITY and the LAHCFD not specifically indicated, but related to CENTRAL FIRE DISTRICT's services as outlined herein. The City Manager of the CITY shall have final authority in the appeal of disputes pertaining to fire code requirements for the CITY. The City Council of the Town of Los Altos Hills (hereinafter "TOWN") shall have final authority in the appeal of disputes pertaining to fire code requirements in the TOWN. The Santa Clara County Board of Supervisors shall have final authority in the appeal of disputes pertaining to fire code requirements in the County of Santa Clara unincorporated areas under the jurisdiction of the LAHCFD.

- 3.2.4 The CENTRAL FIRE DISTRICT shall assist the CITY and LAHCFD (including the County and the Town of Los Altos Hills) in updating the codes and ordinances referenced in Section 3.2.3 above and making recommendations on changes, amendments, and related fees. CENTRAL FIRE DISTRICT shall, as requested by and in coordination with the CITY and the LAHCFD, annually review fees and charges related to CENTRAL FIRE DISTRICT's services as outlined herein. All recommended charges shall be proposed to and discussed fully with the CITY and LAHCFD (including the County and Town) staff in advance of any required city council hearing to allow for a full and complete presentation to the city council.

3.3 Prosecution of Code Violations and Fire Cause Investigation.

- 3.3.1 While the CENTRAL FIRE DISTRICT shall be responsible for the enforcement of all applicable ordinances and regulations, the CITY and its city attorney shall retain the responsibility for prosecution of all violations of the Los Altos Municipal Code, ordinances and regulations. Filing and prosecution of any court action shall remain the exclusive province of the CITY's city attorney and council, acting within their sole discretion where the CITY has jurisdiction of such matters. The CENTRAL FIRE DISTRICT shall take all reasonable and necessary steps to assist and cooperate with the CITY and its city attorney regarding any prosecution(s). The CITY will assist the CENTRAL FIRE DISTRICT in its investigation and will pursue prosecution of fire or code related incidents occurring with the CITY's jurisdiction without cost to the CENTRAL FIRE DISTRICT.
- 3.3.2 While the CENTRAL FIRE DISTRICT shall be responsible for the enforcement of all applicable ordinances and regulations, the LAHCFD and its agent shall retain the responsibility for prosecution of all violations of ordinances and regulations of the LAHCFD. Filing and prosecution of any court action shall remain the exclusive province of the LAHCFD and its agent, acting within their sole discretion where the LAHCFD has jurisdiction of such matters. The CENTRAL FIRE DISTRICT shall take all reasonable and necessary steps to assist and cooperate with the LAHCFD and its agent regarding any prosecution(s). The LAHCFD will assist the CENTRAL FIRE DISTRICT in its investigation and will pursue prosecution of fire or code related incidents occurring within the LAHCFD's jurisdiction without cost to the CENTRAL FIRE DISTRICT.

- 3.3.3 The CENTRAL FIRE DISTRICT shall be responsible for all fire cause investigations and will cooperate with the CITY Police Department as necessary regarding all fires that occur within the CITY limits, and with the Santa Clara County Sheriff's Office regarding all fires that occur within the LAHCFD.
- 3.4 Community Development. The CENTRAL FIRE DISTRICT shall use its equipment, facilities and qualified staff in such numbers as necessary to achieve and comply with the following duties as required by the CITY and the TOWN. In its role as the County Fire Marshal, CENTRAL FIRE DISTRICT also performs these services in the unincorporated areas within the LAHCFD at no additional cost to CITY or LAHCFD:
- 3.4.1 The CENTRAL FIRE DISTRICT shall review and return all development review items within ten (10) working days to the CITY and TOWN, unless a longer period is granted by the CITY or TOWN in their respective jurisdiction.
- 3.4.2 The CENTRAL FIRE DISTRICT shall review and return all building plan checks with ten (10) working days to the CITY or TOWN, unless a longer period is granted by the CITY or TOWN in their respective jurisdiction.
- 3.4.3 The CENTRAL FIRE DISTRICT shall promptly pick-up all associated plans herein described in this article at City Hall or Town Hall and deliver them back to City Hall or Town Hall.
- 3.4.4 The CENTRAL FIRE DISTRICT shall submit a flow chart to the CITY and TOWN indicating the process for plan and complete fire-related check/development review and the specific person and job title responsible at each stage.
- 3.4.5 CENTRAL FIRE DISTRICT personnel will, with reasonable notice, be available for community development review, such as express plan-check, other development related meetings, and counter time as needed by the CITY and TOWN.
- 3.4.6 CENTRAL FIRE DISTRICT personnel shall be available to meet with CITY and TOWN staff, developer, or members of the public on forty-eight (48) hour notice at City Hall or Town Hall.
- 3.4.7 CENTRAL FIRE DISTRICT personnel shall be available by phone as needed by CITY and TOWN staff or developers/public and return all phone calls promptly.
- 3.4.8 The CENTRAL FIRE DISTRICT shall notify the CITY, the LAHCFD, and TOWN staff of all relevant CENTRAL FIRE DISTRICT Board meetings. CITY, LAHCFD and TOWN staff will be supplied with agendas, reports, and minutes following the meetings upon request.

- 3.4.9 The CENTRAL FIRE DISTRICT shall conduct, but waive fees, for any plan-check, inspection, or other CENTRAL FIRE DISTRICT tasks for the CITY, the LAHCFD and the TOWN owned, sponsored, or co-sponsored projects/events. Likewise, the CITY, the LAHCFD and TOWN shall waive fees for the CENTRAL FIRE DISTRICT owned, sponsored, or co-sponsored projects/events.
- 3.4.10 The CENTRAL FIRE DISTRICT shall provide occupancy inspections for “A”, “B”, “E”, “F”, “H”, “I”, “L” “M”, “R” (excluding “R-3”) and “S” occupancies as defined in the California Building Code, as amended from time to time, on at least an annual basis. All encountered building modifications that have not been authorized by the CITY or TOWN or violations shall be referred to the Building Department of the CITY or TOWN for prompt remedial action.
- 3.4.11 The CENTRAL FIRE DISTRICT shall be responsible for hazardous material programs and program elements including, but not limited to, hazardous materials management/business plans, underground storage tanks, permit issuances, regular and special facility inspections, plan review and inspection of new installations and modifications, closures and other required programs related to hazardous materials except those programs under the jurisdiction of and administered by other regulatory agencies. The CENTRAL FIRE DISTRICT shall cooperate with the CITY and the LAHCFD, and the TOWN and other regulatory agencies on all hazardous materials programs including providing relevant reports as needed.
- 3.4.12 The CENTRAL FIRE DISTRICT shall keep accurate records on all CITY, LAHCFD and TOWN fire matters where a report is filed, which shall be available for review by the CITY, LAHCFD and TOWN staff during regular office hours. Such records will be reported in a monthly summary to the CITY, LAHCFD and TOWN.
- 3.4.13 The CENTRAL FIRE DISTRICT shall notify the CITY and TOWN Building Official of all structural fires after a report is filed, and immediately if it is an emergency situation that requires an on-site visit by the CITY or TOWN Building Official.
- 3.4.14 The CENTRAL FIRE DISTRICT shall cooperate with the CITY, the LAHCFD and TOWN in the enforcement of fire services related to nuisance abatement and other related codes, including but not limited to preparing reports, inspections, testifying and interviewing.
- 3.4.15 The CENTRAL FIRE DISTRICT shall review all requests for street closures, and coordinate with the CITY and TOWN regarding such closing.
- 3.4.16 The CENTRAL FIRE DISTRICT shall be provided with a copy of all approved applications for a business license in the CITY and TOWN.

- 3.4.17 The CENTRAL FIRE DISTRICT shall review all special community events that occur within the CITY and TOWN for compliance with the Fire Code.
- 3.4.18 The CENTRAL FIRE DISTRICT shall review all fire access on new streets and all water main sizing and location of fire hydrants throughout the CITY and TOWN.
- 3.4.19 The CENTRAL FIRE DISTRICT shall be responsible for enforcing fire lane and building exit requirements in cooperation with the CITY Police Department and the Sheriff's Office in the TOWN.
- 3.4.20 The CENTRAL FIRE DISTRICT shall annually inspect all vacant lots and properties previously assigned to the CITY's Weed Abatement List in the CITY for compliance with Title 11 Chapter 11.10 of the Los Altos Municipal Code. Properties not in compliance shall be served notice by the CENTRAL FIRE DISTRICT in accordance with Chapter 11.10. of the Los Altos Municipal Code. If the owner fails to abate the nuisance the CENTRAL FIRE DISTRICT shall cooperate with the CITY staff in carrying out Title 11, Chapter 11.10 of the Los Altos Municipal Code.
- 3.4.21 The CENTRAL FIRE DISTRICT while in the role of County Fire Marshal, shall oversee the Santa Clara County Weed Abatement program for the LAHCFD.
- 3.4.22 The CENTRAL FIRE DISTRICT shall invoice and collect permit, inspection, response, and service fees for the CITY and the LAHCFD in accordance with fee schedules adopted by the CITY and the LAHCFD.
- 3.4.23 CITY will consult with CENTRAL FIRE DISTRICT on any proposed traffic calming or other traffic management plans. The CITY will consider the impact on response times before implementing such plans.
- 3.5 Dispatch Communications. The CENTRAL FIRE DISTRICT shall, without charge to the CITY, establish, operate and maintain a communications system to receive emergency requests from the CITY's Public Safety Answering Point for services. The system shall be provided by the CENTRAL FIRE DISTRICT and shall be maintained on a twenty-four (24) hour basis by an appropriate number of qualified personnel. "Emergency Medical Dispatching" shall be provided to assist 9-1-1 callers with self-help instructions prior to arrival of fire responders. The CENTRAL FIRE DISTRICT shall immediately communicate to the CITY Communications Center any emergency requests for any service provided by the CITY including, but not limited to those relating to drainage overflow or flooding, sewer backups or other malfunctions, police protection, and emergency operation. County Communications will function as the Public Safety Answering Point for the LAHCFD.
- 3.6 Community Services. The CENTRAL FIRE DISTRICT shall cooperate with the CITY and LAHCFD in promoting civic betterment and improvement by lending its staff and

equipment for community and CITY events and activities, to the extent consistent with the provision of fire prevention and suppression services.

- 3.7 Cooperative Training. The CENTRAL FIRE DISTRICT shall make available the CITY, LAHCFD, and TOWN employees mutually beneficial training classes presented by the CENTRAL FIRE DISTRICT. By way of example and not by limitation or representation, such classes may include CPR certification and re-certification for all CITY, LAHCFD, and TOWN employees, and car and use of fire extinguishers.
- 3.8 Special Notification.
- 3.8.1 The CITY, the LAHCFD, or designee, shall be notified by CENTRAL FIRE DISTRICT of any significant emergency incidents as soon as possible.
- 3.8.2 The LAHCFD, or designee, shall be notified of any High Hazard Fire Warning during the fire season.
- 3.9 Fire Hydrants. The CENTRAL FIRE DISTRICT shall provide information to contractors, developers, CITY, LAHCFD, and TOWN staff. The CENTRAL FIRE DISTRICT shall annually inspect fire hydrants for proper operations.
- 3.10 Maps. The CENTRAL FIRE DISTRICT shall provide copies of updated run maps of the CITY. The CITY and TOWN shall provide copies of map changes (new streets, new addresses, new sub-divisions, etc.) to the CENTRAL FIRE DISTRICT.
- 3.11 Law Enforcement Support. The CENTRAL FIRE DISTRICT shall provide law enforcement support including, but not limited to, emergency scene stand-by and laddering of buildings.
- 3.12 Community Education and Preparedness. The CENTRAL FIRE DISTRICT shall provide an extensive community education and preparedness program that educates the community about fire and injury prevention, trains community members to become self-sufficient following a major disaster and connects residents to health and safety resources. The program is divided into three service areas: 1) Community Education Programs; 2) Community Preparedness Training; and 3) Safety Information and Referral Assistance.
- 3.12.1 Community Education Programs:
- Adult, senior and caregiver
 - Community events sponsored by the CITY, TOWN and LAHCFD
 - CPR training for CITY and TOWN employees and community residents
 - Fire station tours
 - Home fire safety inspections and smoke alarm installations
 - Schools (fire safety, injury prevention, evacuation drills)
 - Youth programs

3.12.2 Community Preparedness Training:

- Community Emergency Response Team (CERT) training (FEMA basic CERT training, refresher trainings, drills and exercises, evaluations)
 - A. The CITY and TOWN shall each have a primary responsibility for overseeing and managing their CERT program. The CITY and TOWN in cooperation with LAHCFD shall provide the following:
 - a) Qualified staff to direct and oversee the CERT program and authorize training for CERT members
 - b) Qualified coordinator to manage the day-to-day activities of CERT members
 - c) Coordination of mobilization and tracking CERTs within own jurisdiction during activations
 - d) Maintenance of CERT training records and Disaster Service Worker (DSW) registration documents
- Personal Emergency Preparedness (PEP) training
- Wildland Urban Interface consultation

3.12.3 Safety Information and Referral Assistance

- After the fire information
- Child safety information
- Health and human services referrals
- Home fire safety information
- Recycling and disposal referral
- Season-specific information
- Senior and aging adult resources and referrals
- Technology/Media information and referrals

ARTICLE 4
EMERGENCY OPERATIONS AND MEDICAL SERVICES

4.1 Emergency Medical Services.

- 4.1.1 The CENTRAL FIRE DISTRICT shall provide paramedic first responder service to the CITY and LAHCFD. The CENTRAL FIRE DISTRICT further agrees to provide, as a minimum, Emergency Medical Technician-Defibrillator (hereinafter “EMT-D”) service to the CITY and the LAHCFD.
- 4.1.2 The CENTRAL FIRE DISTRICT shall monitor emergency medical and ambulance transport resources and shall represent the interests of CITY and LAHCFD at the Emergency Medical Services Agency to ensure the system continues to function appropriately.

4.2 Emergency Management.

- 4.2.1 The CITY and the TOWN shall have the primary responsibility for Emergency Management within their respective incorporated areas, however, the

CENTRAL FIRE DISTRICT shall, without charge and upon request by either the city council, city manager, or the Emergency Services Coordinator of the CITY or the TOWN, make available its equipment, facilities and qualified staff in such numbers as necessary to perform adequately in conjunction with the CITY's and the TOWN's Emergency Management Program. Such services may include training for the CITY and TOWN staff and volunteers; the development and facilitation of an annual Emergency Operations Center (EOC) exercise and preparation of After Action Reports and other services as determined by the Parties.

- 4.2.2 The CENTRAL FIRE DISTRICT shall cooperate with the CITY and TOWN in the preparation, maintenance, and execution of their Emergency Operations Plans and at no time shall fire services resources assigned to the CITY or LAHCFD, in accordance with Section 3.1.2, be reallocated outside of the CITY or the LAHCFD during a regional or local disaster without approval of the CITY's Director of Emergency Services (City Manager) for resources assigned within CITY and LAHCFD's President for resources assigned within LAHCFD.

ARTICLE 5

SERVICE LEVELS, STANDARDS OF PERFORMANCE

- 5.1 Changes in District Service Levels. Any proposed reduction of staffing or service levels provided by the CENTRAL FIRE DISTRICT within its non-contractual jurisdiction for budgetary or other reasons, shall result in the following option to be exercised by the CITY and LAHCFD at their discretion, however such decision must be made in writing by both the CITY and LAHCFD. Upon this reduction of staffing or service levels, the CITY and LAHCFD shall continue to receive service levels as described in this Agreement, unless the CITY and the LAHCFD agree to receive reduced service levels at reduced costs.
- 5.2 Identifying Problems in Service. In the event the CITY or the LAHCFD determines that the CENTRAL FIRE DISTRICT has failed to comply with the duties described in this Agreement, the CITY or the LAHCFD shall notify the CENTRAL FIRE DISTRICT, in writing, sufficiently detailing the specific problem area. Upon receipt of the written notice, the CENTRAL FIRE DISTRICT shall respond within ten (10) working days in writing with a detailed action plan summarizing how the CENTRAL FIRE DISTRICT will correct the problem. All Parties to this Agreement shall receive a copy of all written correspondence required by this section.
- 5.3 Standard of Performance. The CENTRAL FIRE DISTRICT shall perform all services required 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. All work product, plan-checks, inspections and other services provided pursuant to this Agreement shall be in conformance with the California Fire Code, the California Building Standards Code, and all related fire statutes, laws, regulations and guidelines.

ARTICLE 6
REAL PROPERTY

- 6.1 Real Property Defined. As used in this section, the term “Real Property” shall mean that land and improvements situated thereon consisting of fire stations and appurtenances thereto owned by the CITY or the LAHCFD, as described “in that document entitled “CITY and LAHCFD Real Property Schedule,” attached hereto as Exhibit C and incorporated by reference herein.
- 6.2 CITY and LAHCFD Owned Fire Stations.
- 6.2.1 The CITY and the LAHCFD shall provide CENTRAL FIRE DISTRICT with all documentation it has regarding manufacturers warranties, invoices and product information (such as owner’s manuals, operation and maintenance records) pertaining to all appliances and systems in place in real property. The CENTRAL FIRE DISTRICT shall return said documents to CITY and LAHCFD at the termination of this Agreement.
- 6.2.2 Subject to the terms and conditions contained in this section, the CENTRAL FIRE DISTRICT shall be authorized to occupy and use the CITY’s and the LAHCFD’s real property at no cost, other than specified herein solely for the purpose of providing fire protection and other related services from the effective date of the Agreement and during such time as this Agreement remains in effect.
- 6.2.3 The CENTRAL FIRE DISTRICT shall occupy and use the real property as fire stations for the housing of fire crews, emergency medical personnel, fire apparatus, and equipment unless the CITY or the LAHCFD consents in writing to the use thereof for other purposes. Said real property may also be used for miscellaneous incidental purposes related to CITY’s police department property and evidence storage and LAHCFD use of certain spaces and closets, including, but not limited to the exclusive use of the closet off of the Board Room, at the El Monte Station, the performance of fire prevention and suppression services, such as storage of surplus equipment or materials and supplies, repair shops, administrative offices and staff training centers. Those areas occupied by CITY will not be subject to maintenance obligations by CENTRAL FIRE DISTRICT.
- 6.2.4 The CENTRAL FIRE DISTRICT agrees that it will not commit or permit waste on the real property, nor shall it allow nuisances to exist or be maintained on the property. The CENTRAL FIRE DISTRICT shall keep the premises in a safe, neat and clean condition. The CENTRAL FIRE DISTRICT shall also maintain in good working order, and replace when necessary, all CITY and LAHCFD owned furnishings, appliances, and fixtures. The CENTRAL FIRE DISTRICT agrees not to remove any CITY and LAHCFD owned furnishings, appliances, or fixtures from the real property, except with the prior written approval of the CITY or LAHCFD. The CENTRAL FIRE DISTRICT agrees to deliver same to the CITY and the

LAHCFD at the termination of the Agreement in good condition, reasonable wear and tear thereof accepted.

- 6.2.5 The CENTRAL FIRE DISTRICT shall maintain in good condition and repair the grounds surrounding the premises, the walls, ceiling, floors, vegetation, sidewalks, driveways and other structural components of the premises, the plumbing, heating and cooling systems, electrical conduits, outlets, switches and emergency generators. Repairs will be performed promptly according to code. The CITY and the LAHCFD shall have the right to inspect the property upon reasonable notice to the CENTRAL FIRE DISTRICT. CENTRAL FIRE DISTRICT shall inform the CITY and LAHCFD in writing of major repair projects and shall obtain all Parties' written consent to conduct such repairs prior to conducting repairs, except in cases where non-performance of the repair would pose a direct threat to the health or safety of any person, or would result in severe immediate damage to real or personal property.
- 6.2.6 The CITY and the LAHCFD shall be responsible for any and all repairs and/or replacement, and maintenance of fuel tanks at their respective fire stations listed in Exhibit C. The CITY and the LAHCFD shall retain any and all rights of ownership in said fuel tanks. The CITY and the LAHCFD shall be fully responsible for any and all clean-up costs associated with fuel tanks on their respective premises prior to, during, and after CENTRAL FIRE DISTRICT's use of the fire stations listed in Exhibit C. The CITY and the LAHCFD shall not be responsible for contamination caused by the CENTRAL FIRE DISTRICT, including but not limited to, costs for cleanup, response, removal, remediation, administrative oversight, criminal or civil penalties, and attorney fees and costs. Where contamination is from a joint cause there shall be joint liability to the extent such liability is not severable and/or apportionable. This section shall survive the termination of the Agreement.
- 6.2.7 In the event that any of the real property is for any cause destroyed or damaged beyond repair, or otherwise render temporarily unusable by CENTRAL FIRE DISTRICT personnel or their agents, the CENTRAL FIRE DISTRICT at its sole expense shall within a reasonable time replace same with improvements and facilities of the same kind and purpose, and of at least the same quality, size and capacity as those damaged or destroyed. Until the destroyed or damaged portions are full and permanently rebuilt or replaced, CENTRAL FIRE DISTRICT shall provide reasonable temporary facilities with the CITY or the LAHCFD, at a location that will not significantly increase response times, and CENTRAL FIRE DISTRICT shall continue to perform in accordance with this Agreement to the extent reasonably permitted by such temporary facilities. The CITY and LAHCFD, at its sole expense, will pay for building and land modifications required by law, regulation or code.
- 6.2.8 The CENTRAL FIRE DISTRICT may expand, remodel or otherwise improve or add fixtures to the real property in order to enable it to better satisfy its need for fire protection and suppression purposes subject to the approval of the

owners of the real property. The title to all such improvements and fixtures shall be vested in the CITY or the LAHCFD subject to the right of use thereof by the CENTRAL FIRE DISTRICT under this Agreement, all work to be done as per applicable code. In the event that this contract is terminated, CENTRAL FIRE DISTRICT shall be reimbursed for any mutually agreed upon improvements, paid by CENTRAL FIRE DISTRICT, to improve or add fixtures to the real property net of depreciation over the reasonable useful life of the improvement or fixture.

6.2.9 The CENTRAL FIRE DISTRICT shall insure the real property listed in Exhibit C and any and all personal property contained in said real property (but not including any personal belongings of the District employees) against the risk of casualty losses such as damage or destruction. Such insurance will be in accordance with Section 9 herein.

6.2.10 Except as otherwise provided by this Agreement, the CENTRAL FIRE DISTRICT shall not lease, sublease or otherwise assign its right to use the real property to any other party or permit any other party to permanently or temporarily occupy or use the real property, or assign its right to perform services under this Agreement without the written consent of the CITY and the LAHCFD. Likewise, the CITY and the LAHCFD shall not lease, sublease or otherwise assign its rights to use the real property to any other party to permanently or temporarily occupy or use the real property without the written consent of the CENTRAL FIRE DISTRICT. No successor in interest of the CENTRAL FIRE DISTRICT shall be vested with any right to use the real property under this Agreement without the written consent of the CITY and the LAHCFD. All rights to use the real property, created by this Agreement, shall terminate in the event of the dissolution of the CENTRAL FIRE DISTRICT, its annexation by any other public agency, its consolidation with any other public agency or the exercise of the CENTRAL FIRE DISTRICT's powers by or in conjunction with any other agency, board or entity by virtue of a joint exercise of powers agreement or otherwise, unless the CITY and the LAHCFD consents to the continuing use of the property thereafter in the manner above described.

6.3 Identity of Fire Stations. The Parties mutually agree that the retention of community identity is important to all agencies, and therefore, fire stations, facilities and apparatus stationed in the CITY shall be identified as both City of Los Altos and Santa Clara County Central Fire Protection District facilities, and fire station, facilities and apparatus in the LAHCFD shall be identified as both Los Altos Hills County Fire District and Santa Clara County Central Fire Protection District facilities. Any and all costs associated with any additional labeling shall be paid by the CENTRAL FIRE DISTRICT.

ARTICLE 7
VEHICLES AND EQUIPMENT

- 7.1 Vehicles and Equipment. All vehicles and equipment necessary to perform the duties required by this Agreement shall be furnished by the CENTRAL FIRE DISTRICT, unless otherwise specified herein or by separate agreement.
- 7.2 New Vehicles and Equipment. In the event new vehicles or equipment need to be purchased or existing vehicles or equipment need to be replaced, CENTRAL FIRE DISTRICT shall have the sole responsibility for purchasing such equipment, and the CITY and the LAHCFD shall not be charged for this. New equipment purchased by CENTRAL FIRE DISTRICT shall belong solely to CENTRAL FIRE DISTRICT.

ARTICLE 8
RECORDS RETENTION

- 8.1 Record Retention and Storage. In accordance with all applicable laws, the CITY shall retain ownership of all CITY Fire Department fire services records, and the LAHCFD shall retain ownership of all LAHCFD fire services records, and the CENTRAL FIRE DISTRICT shall retain ownership of all CENTRAL FIRE DISTRICT fire services records. The Parties agree to grant access to records as needed.

ARTICLE 9
INSURANCE AND INDEMNITIES

- 9.1 Insurance Required.
- 9.1.1 The CENTRAL FIRE DISTRICT shall maintain self-insurance or commercial coverage during all periods this Agreement is in effect to provide comprehensive general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, and property insurance to enable it to meet all contractual obligations herein. CENTRAL FIRE DISTRICT shall provide an endorsement at least as broad as Insurance Services Office form CG 20 10 naming the CITY and the LAHCFD, members of the City Council, and/or LAHCFD Board as appropriate, and all other officers, agents and employees of the CITY and the LAHCFD, individually and collectively, as additional insured, indemnifying the additional insured from and against any and all loss or damage, and from any and all liability for any loss or damage, and all suits, actions, legal fees, defense cost, or claims brought by any and all person or persons because of, arising out of: 1) the use of real property and the services being provided by CENTRAL FIRE DISTRICT; 2) any dangerous or defective conditions thereof, known or should have been known by CENTRAL FIRE DISTRICT following receipt of inspection report provided by the CITY and the LAHCFD; or 3) any act or omission by the CENTRAL FIRE DISTRICT, its officers, agents or employees. The CENTRAL FIRE DISTRICT's comprehensive general liability insurance or any future self-insurance program shall provide minimum coverage of ten million dollars (\$10,000,000) if commercially available. The insurance shall be primary to the

CITY's and the LAHCFD's coverage. Certificates of Insurance shall be provided to the CITY's and the LAHCFD's Risk Manager annually on the anniversary date of the Agreement. To the extent the CENTRAL FIRE DISTRICT alters any coverage, it shall include the CITY and LAHCFD, members of the city council, LAHCFD Board and all other officers, agents and employees of the CITY and LAHCFD, as additional insured Parties. Any and all insurance purchased for purposes of this Agreement must be placed with admitted insurance carriers approved by the County of Santa Clara Risk Manager. The CITY and LAHCFD shall be given thirty (30) days advanced notification of any 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 the CITY and the LAHCFD.

9.1.2 The CENTRAL FIRE DISTRICT shall maintain its current workers' compensation self-insurance program or shall at all times maintain workers' compensation insurance in an amount to comply with California statutory requirements. Such coverage shall apply to all CENTRAL FIRE DISTRICT employees who are former CITY or LAHCFD employees. The CITY and LAHCFD shall at all times maintain workers' compensation coverage for former fire employees either through a self-insurance program or insurance policy in an amount to comply with California statutory requirements. CITY and LAHCFD shall be responsible for any and all workers' compensation claims arising solely out of an industrial accident, incident, injury or claim to the extent an accident, incident, injury or claim occurred prior to the effective date of the 1996 original Agreement. The CITY shall be responsible for sixty seven percent (67%) of said workers' compensation claims and the LAHCFD shall be responsible for thirty three percent (33%) of said workers' compensation claims.

9.1.3 The CITY and the LAHCFD shall maintain its own liability insurance coverage, through self-insurance or otherwise, against any claim of liability arising out of the CITY'S and LAHCFD's respective performance of the Agreement.

9.2 Indemnities.

9.2.1 The CITY and LAHCFD shall indemnify, defend, protect, and hold harmless the CENTRAL FIRE DISTRICT, its directors, officers, agents, and employees from any loss, liability, claim, injury, or damage arising out of, or in connection with the respective performance of the CITY's and the LAHCFD's duties and obligations set forth in the Agreement; provided however, that CITY's and LAHCFD's duty to indemnify, defend, protect, and hold harmless shall not include any claims or liability arising from the negligence or misconduct of CENTRAL FIRE DISTRICT or its agents, officers, or employees. This section is intended to fully apportion liability otherwise deemed joint and several under California Government Code Section 895.2.

- 9.2.2 CENTRAL FIRE DISTRICT and LAHCFD shall indemnify, defend, protect, and hold harmless the CITY, its city council, officers, agents, and employees from any loss, liability, claim, injury, or damage arising out of, or in connection with the respective performance of the CENTRAL FIRE DISTRICT's and the LAHCFD's duties and obligations set forth in this Agreement; provided however, that CENTRAL FIRE DISTRICT's and LAHCFD's duty to indemnify, defend, protect, and hold harmless shall not include any claims or liability arising from the negligence or misconduct of CITY or its agents, officers, or employees. This provision is intended to fully apportion liability otherwise deemed joint and several under California Government Code Section 895.2.
- 9.2.3 CENTRAL FIRE DISTRICT and CITY shall indemnify, defend, protect, and hold harmless the LAHCFD, its local commissioners, officers, agents, and employees from any loss, liability, claim, injury, or damage arising out of, or in connection with the respective performance of the CENTRAL FIRE DISTRICT's and the CITY's duties and obligations set forth in this Agreement; provided however, that CENTRAL FIRE DISTRICT's and LAHCFD's duty to indemnify, defend, protect, and hold harmless shall not include any claims or liability arising from the negligence or misconduct of CITY or its agents, officers, or employees. This provision is intended to fully apportion liability otherwise deemed joint and several under California Government Code Section 895.2.
- 9.2.4 CENTRAL FIRE DISTRICT shall indemnify, defend, protect, and hold harmless the CITY and the LAHCFD, its city council, local commissioners, officers, agents, and employees from any loss, liability, claim, injury, or damage arising out of, or in connection with the respective performance of the CENTRAL FIRE DISTRICT and its employees as set forth in this Agreement; provided, however, that CENTRAL FIRE DISTRICT's duty to indemnify, defend, protect, and hold harmless shall not include any claims or liability arising from the sole negligence or willful misconduct of CITY or LAHCFD or their agents, officers, or employees. This provision is intended to fully apportion the liability otherwise deemed joint and several under California Government Code Section 895.2.

ARTICLE 10

TERMS OF PAYMENT/FINANCIAL PROVISIONS

10.1 Terms of Payment.

- 10.1.1 The current base amount owed to CENTRAL FIRE DISTRICT for CITY's annual operating costs is the amount of \$6,376,225.00 subject to any deductions of offsets provided for in Section 10.3 of this Agreement.
- 10.1.2 The current base amount owed to CENTRAL FIRE DISTRICT for LAHCFD's annual operating costs is the amount of \$4,250,813.00 subject to any deductions or offsets provided for in Section 10.3 of this Agreement.

- 10.1.3 Commencing January 1, 2017, and each January 1st thereafter, the base amount, not subject to said deductions, owed to CENTRAL FIRE DISTRICT by CITY and LAHCFD shall increase in accordance with the formula set for the in Section 10.2.
- 10.1.4 CENTRAL FIRE DISTRICT shall invoice CITY and LAHCFD monthly, and CITY and LAHCFD shall make payments within 15 days of receipt of the invoice.
- 10.2 Increase in Cost of Services. The Parties agree that the amount provided in this Section shall be sufficient to cover all expenses associated with providing comprehensive fire and emergency medical services including, but not limited to, staffing and personnel, supplies, services, capital outlay, vehicle and equipment maintenance and amortization, communications and public education services.

Commencing on January 1, 2017, and each January thereafter, the Parties agree that the annual increases for fire and EMS costs shall be limited to the “weighted average” of the percent growth of the following three indices.

- 10.2.1 The weighted average allocation of the three indices for the annual formula to calculate the amount of increase to the base rate for CITY and LAHCFD is:
- 10.2.1.1 50% Consumer Price Index defined as the second most prior February to the February immediately prior to the January being considered for the increase, San Francisco-Oakland-San Jose, All Urban, All Items Consumer Price Index;
- 10.2.1.2 25% Assessed Valuation defined as the total Local Secured Values for the total parcels in the CITY or the LAHCFD as reported by the County of Santa Clara Controller’s Office each July; and
- 10.2.1.3 25% COLA following a calculation formula agreed to and incorporated herein by reference as Exhibit B – Calculation Formula – the average annual cost of living increase in total compensation provided to firefighters of the CENTRAL FIRE DISTRICT.
- 10.2.2 If any index referenced in this Article has a negative growth, the value of that index (indices) will be zero for the purposes of computing the weighted average for that year.
- 10.2.3 The annual weighted average increase shall not be less than 2% or greater than 5% in the base rate.

10.3 Off-Set Costs.

- 10.3.1 The Parties further agree that all program receipts attributable to the CITY or LAHCFD, but covered by CENTRAL FIRE DISTRICT, including but not

limited to, permit fees, response fees, inspection fees, and plan-checks, shall be billed, collected by and accounted for by the CENTRAL FIRE DISTRICT. The amount of said receipts shall be directly applied to and deducted from the quarterly billing as described in paragraph 10.1. Sublease fees collected shall be allocated in accordance with the Consent to Sublease between CITY and CENTRAL FIRE DISTRICT. Fees collected for programs that are carried out after normal business hours resulting in overtime costs to the CENTRAL FIRE DISTRICT, shall be retained by CENTRAL FIRE DISTRICT.

- 10.4 Audits. The CITY or the LAHCFD reserves the right to employ an outside auditor at the CITY's or the LAHCFD's own expense on an annual basis to review the collection and appropriation of these aforementioned program revenue receipts. All revenues collected by CITY and LAHCFD shall be retained by CITY or LAHCFD.
- 10.5 Regional Services. The Parties hereto agree to meet and negotiate in good faith regarding sharing the savings or sharing the additional costs, whichever is applicable, resulting from improved service levels associated with regionalization of services, in the event such regionalization is deemed desirable.

ARTICLE 11

Intentionally omitted.

ARTICLE 12 **TERMINATION**

- 12.1 Termination for Cause. Without limiting any other remedy which may be available, this Agreement may be terminated for a material breach after utilizing the Dispute Resolution procedure in paragraph 13.1.
- 12.2 Termination without Cause. Any Party may terminate this Agreement without cause after December 31, 2021. Notice of termination pursuant to this Section 12.2 shall be made in accordance with Section 2.2.
- 12.3 Date of Termination. In the event of termination, this Agreement shall terminate either: (a) when a source of full fire protection services, from an entity other than CENTRAL FIRE DISTRICT, is ready to serve the CITY and the LAHCFD; or (b) at the end of one (1) year from the notice of termination, whichever occurs later; or (c) upon a date mutually agreed upon. The rights accorded to the Parties by this section shall be in addition to any other rights accorded by this Agreement or by law.
- 12.4 Duties Upon Termination. In the event of termination, and in accordance with all applicable laws, the CENTRAL FIRE DISTRICT shall retain ownership of all fire services records. The CITY and LAHCFD will have access to all such records, without restriction.
- 12.5 Assumption of Fire Protection Services upon Termination. Upon termination of the Agreement the CITY shall assume full responsibility for fire protection services within

the CITY, and the LAHCFD shall assume full responsibility for fire protection services within the LAHCFD.

- 12.6 Purchase of Equipment. Upon notice of termination, but prior to the termination date, the CITY and the LAHCFD shall have the option of purchasing comparable or replacement equipment from CENTRAL FIRE DISTRICT. The purchase price shall be the sales price that the CENTRAL FIRE DISTRICT paid for the equipment less any depreciation value in the equipment. On the date of the notice of termination, CITY and LAHCFD shall pay the purchase price plus the price of any additional or upgraded features on the equipment less any depreciation value based on its reasonable useful life.
- 12.7 Payment upon Termination. The CENTRAL FIRE DISTRICT shall rebate to the CITY and the LAHCFD any payment for services not received, and CITY and LAHCFD shall pay CENTRAL FIRE DISTRICT a pro-rated amount for all days not constituting a full pay period owed up to and including the date of termination, but in no event shall CITY and LAHCFD pay for any days or month subsequent to the termination date. Acceptance of the final payment as described in this paragraph shall constitute a complete accord and satisfaction between the Parties, solely as to the issue of payment of services on termination.

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 part 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 any pertinent issue and how the Party will correct the problem. If the dispute is not resolved within ninety (90) days of such notice of breach, the CITY and LAHCFD, and the CENTRAL FIRE DISTRICT will explore submission of the issue to mediation.
- 13.2 Governing Law. California law shall govern this Agreement and the interpretation thereof.

ARTICLE 14

LAHCFD REORGANIZATION

- 14.1 LAHCFD Reorganization. The Board of Supervisors ("Board") of Santa Clara County, as the Board of Directors of the CENTRAL FIRE DISTRICT, hereby recognizes that in order to preserve the potential revenue stream from a special tax approved by a special election held among registered voters in the LAHCFD pursuant to Government Code Section 53978, it is essential that the District not be reorganized (including but not limited to dissolved, merged, consolidated or annexed.) Furthermore, the Board acknowledges and agrees that even if such reorganization was proposed, such issue must be submitted to the registered voters of the LAHCFD for approval pursuant to Government Code Section 56000 et. seq. and that the conducting authority for any such election will be the LAHCFD.

ARTICLE 15

MISCELLANEOUS PROVISIONS

- 15.1 Incorporation of Exhibits. This Agreement incorporates each of the Exhibits by reference.
- 15.2 Assignment. Except as expressly provided herein, CITY, the LAHCFD, the CENTRAL FIRE DISTRICT shall not assign, delegate, subcontract, grant, or encumber any right, duty or interest, in whole or in part, in or of this Agreement.
- 15.3 Notice. All notices, demands or other writings to be given, made, or sent pursuant to this Agreement or which may be given or made or sent, by any Party to this Agreement to another (other than routine correspondence between the Parties) shall be deemed to have been fully given, made or sent when put in writing and delivered personally or mailed by first class certified return receipt mail, addressed to the respective Parties as follows:

To the CITY:

City Manager
1 N. San Antonio Road
Los Altos, CA 94022

To the LAHCFD:

President
12355 El Monte Road
Los Altos Hills, CA 94022

To the CENTRAL FIRE DISTRICT:

Fire Chief
14700 Winchester Boulevard
Los Gatos, CA 95030

The address to which any notice, demand or other writing may be given or made or sent to any Party may be changed by written notice given by such Party.

- 15.4 Compliance with Law. The CITY, the LAHCFD, and the CENTRAL FIRE DISTRICT agree to comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations which affect this Agreement.
- 15.5 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.
- 15.6 Interest in Agreement. Except as specified herein in regards to the Town of Los Altos Hills, 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 any provision of this Agreement.

15.7 Consents, Approvals, and Modifications.

15.7.1 All consents, approvals, interpretations, and waivers relating to this Agreement shall bind a Party only when executed by such Party's Authorized Representative. The CITY's Authorized Representative shall be its City Manager, and the LAHCFD's Authorized Representative shall be its President of the Board, respectively, and the CENTRAL FIRE DISTRICT's shall be its Fire Chief's Agents expressly authorized in writing by, said City Manager, President of the Board, and Fire Chief, shall also be authorized representatives. Modification of this Agreement may occur only in writing upon the mutual consent of the Parties.

15.7.2 The City Manager is authorized to approve minor modifications to this contract on behalf of CITY, providing such modifications do not significantly affect the scope of services or compensation. The President of the Board is authorized to approve minor modifications to this contract on behalf of the LAHCFD, provided such modifications do not significantly affect the scope of services or compensation. The Fire Chief is authorized to approve minor modifications on behalf of the CENTRAL FIRE DISTRICT provided such modifications do not significantly affect the scope of services or compensation.

15.8 Entire Agreement. This Agreement and all exhibits incorporated herein by their reference constitutes the entire understanding and agreement between these Parties with respect to the fire, and emergency medical services, and fire and emergency medical services communications, 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.

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

15.10 Severability. Should any part, term, portion, or provision of this Agreement be deemed to be in conflict with any law of the United States or of the State of California, or otherwise 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 which the Parties intended to enter into for fire and emergency medical services by the CENTRAL FIRE DISTRICT in the first instance.

15.11 Nondiscrimination. Each Party and every subcontractor shall comply with the provisions of 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 is nondiscrimination provision in accordance with the termination provisions found in Section 12.1.

[illegible]

IN WITNESS WHEREOF, the Parties hereto executed this Agreement as set forth Agreement below:

Date: _____

SANTA CLARA COUNTY CENTRAL FIRE PROTECTION DISTRICT

APPROVED AS TO FORM:

ATTEST:

By: _____
Attorney for District

By: _____
District Clerk

By: _____
Fire Chief

CITY OF LOS ALTOS

APPROVED AS TO FORM:

ATTEST:

By: _____
Jolie Houston, City Attorney

By: _____
Jon Maginot, City Clerk

By: _____
Christopher Jordan, City Manager

LOS ALTOS HILLS COUNTY FIRE DISTRICT

APPROVED AS TO FORM:

ATTEST:

By: _____
Dan K. Siegel, District Attorney

By: _____
Jeanne Evilsizer, District Clerk

By: _____
George Tyson, President

EXHIBIT A

Definitions:

<u>CITY</u>	That geographical area within the municipal boundaries of the City of Los Altos on the effective date of this agreement, and all other geographical areas which are thereafter annexed to the CITY; minus any areas thereafter detached from the CITY.
<u>LAHCFD</u>	That geographical area within the boundaries of the Los Altos Hills County Fire District on the effective date of this agreement, and all other geographical areas thereafter annexed to the LAHCFD; minus any areas thereafter detached from the LAHCFD.
<u>TOWN</u>	The Town of Los Altos Hills
<u>COUNTY</u>	The County of Santa Clara
<u>Core Station</u>	A fire station receives move-up coverage by a fire company any time the normally assigned company is committed, or expected to be committed, for a period of twenty minutes or more. Immediate move-up by a fire company is initiated on a confirmed fire incident using the Central Fire move-up system.
<u>Emergency Management</u>	Emergency Management is an ongoing process to prevent, mitigate, prepare for, respond to, and recover from an incident that threatens life, property, operations, or the environment.
<u>Emergency Operations Plan</u>	The Emergency Operations Plan defines responsibilities for carrying out specific actions in an emergency.
<u>Non-contractual Jurisdiction</u>	The area within the boundaries of the Central Fire Protection District Zone 2. This is the area where Central Fire provides service by way of its own resources and stations.
<u>Reduction in staffing or service levels</u>	Shall mean a reduction in the number of employees per engine or truck or a reduction in the number of stations or other related services or personnel maintained and operated by the CENTRAL FIRE DISTRICT as required by this Agreement.

Real Property The term "real property" shall mean that land and improvements situated thereon consisting of fire stations and appurtenances thereto owned by the CITY or the LAHCFD, as described in that document entitled "CITY and LAHCFD Real Property Schedule," attached hereto as Exhibit "C," and incorporated by reference herein.

Apparatus and Equipment

Shall mean the vehicles and tools required to perform the services and duties required by this contract, including, but not limited to, Fire Engines, Ladder Trucks, Rescue units, Command Vehicles, Pick-up trucks, sedans, ladders, fire hose, nozzles, breathing apparatus, and specialized rescue tools.

Enforcement For purposes of Section 3, enforcement shall mean compliance inspection, documentation of failures, and gaining voluntary compliance through non-punitive means.

Public Safety Answering Point

A public safety answering point (PSAP) is a call center responsible for answering calls to an emergency telephone number (9-1-1) for police, firefighting and ambulance services.

Major Repair Projects

Shall mean repairs to Fire Stations that require a building permit.

EXHIBIT B

CALCULATION FORMULA

To calculate the average annual cost of living increase in total compensation provided for all fire suppression non-management personnel, the following shall apply:

Total Compensation refers to the amount Santa Clara County Central Fire Protection District provides for base monthly wage at top step for a 56-hour Firefighter/Engineer, plus the employer's share of Kaiser Medical and Delta Dental.

At the subsequent July 1, the sum of the dollar change in monthly base wage, plus the dollar change in the employer's share of Kaiser Medical, plus the dollar change in the employer's share of Delta Dental since the prior July 1, will be divided by the sum of the monthly base wage, plus the employer's share in Kaiser Medical, plus the employer's share of Delta Dental effective on the prior July 1, to derive a percentage change in total compensation.

EXHIBIT C

REAL PROPERTY

Fire Stations and Fuel Tanks

Agency: **City of Los Altos**
Station Name: Loyola Fire Station
765 Fremont Avenue
Los Altos, CA 94022
Station Name: Los Altos Fire Station
10 Almond Avenue
Los Altos, CA 94022
Fuel tank specs: 2000 gallon under-ground diesel fuel tank

Agency: **Los Altos Hills County Fire District**
Station Name: El Monte Fire Station
12355 El Monte Road
Los Altos Hills, CA 94022
Fuel tank specs: 500 gallon above ground diesel fuel tank