

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE LA HONDA FIRE BRIGADE, INC.
REGARDING THE PURCHASE OF A REPLACEMENT STRUCTURAL FIRE ENGINE**

This Agreement is entered into on _____, 2015, by and between the County of San Mateo ("County") and the La Honda Fire Brigade, Inc. ("Brigade"):

RECITALS

- A. The Brigade is a volunteer fire department organized pursuant to California Health and Safety Code section 14825 *et seq.* and a 501(c)(3) non-profit corporation. The Brigade is included within the San Mateo County fire protection system, through which the Brigade receives support and assistance from the County for the provision of rescue and fire protection services in the La Honda area.
- B. The County provides fire-related services to the unincorporated areas of San Mateo County not served by a fire protection district through a contract with the California Department of Forestry and Fire Protection ("CAL FIRE"), whereby CAL FIRE serves as the San Mateo County Fire Department and the CAL FIRE Unit Chief serves as the County Fire Chief.
- C. The structural fire engine currently assigned to the Brigade is past its serviceable life, and the County has determined that a replacement engine should be assigned to the Brigade.
- D. The County has developed a technical specification for a replacement structural fire engine designed to meet the needs of the La Honda area and other rural areas of San Mateo County. The County will undertake a competitive bidding process to purchase the replacement engine.
- E. The existing Memorandum of Understanding between the County and the La Honda and Kings Mountain Fire Brigades, dated July 22, 2008, which remains in effect, provides that the Brigade and the County may jointly augment existing apparatus and equipment of the Brigade.
- F. The County has allocated funding to purchase a replacement fire engine for the Brigade in the Fiscal Year 2015-2017 budget. The Brigade has allocated funding to augment the purchase of the replacement fire engine. The parties wish to jointly purchase the replacement structural fire engine.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. The County will acquire a replacement structural fire engine that meets the technical specifications set forth in Exhibit A ("fire engine"), following the County's standard purchasing procedures and through the County's purchasing agent.
- 2. The County will contribute an amount not to exceed \$453,200 toward purchase of the fire engine.
- 3. The Brigade will contribute \$100,000 toward the purchase of the fire engine. The County will notify the Brigade when it initiates purchasing procedures for the fire engine, and the Brigade

shall provide its contribution to the County within thirty (30) days of receiving that notice. The County will execute a purchase agreement with a vendor only after receipt of Brigade's contribution.

4. Title and registration of the fire engine will be held jointly by the County and the Brigade, with the County's name first appearing.
5. The fire engine will be enrolled in the County's insurance program until such time as it is removed from service.
6. The Brigade agrees to defend, hold harmless, and indemnify the County and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of the Brigade and/or its officers, employees, agents, and servants.

The County agrees to defend, hold harmless, and indemnify the Brigade and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of the County and/or its officers, employees, agents, and servants.

The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in section 2778 of the California Civil Code.

In the event of concurrent negligence, or intentional or reckless acts, of the County and/or its officers and employees, or the Brigade and/or its officers, employees, agents, and servants, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.

7. The fire engine will be maintained by the County as part of the cooperative maintenance program established by the County and participating volunteer fire departments, subject to the exception set forth in subsection (a), below.
 - a. The County will be responsible for annual maintenance of the Compressed Air Foam System ("CAFS") as recommended by the CAFS manufacturer. The Brigade will be solely responsible for the all other repair and maintenance of the CAFS.
8. The County agrees to assign the fire engine to the Brigade. The Brigade will retain operational control of the assigned apparatus, subject to the Memorandum of Understanding between the parties dated July 22, 2008 and any future amendments to that agreement.
9. The rights and obligations of the Brigade as set forth in this Agreement may not be assigned to a successor person, entity, or organization without the written consent of the County.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

LA HONDA FIRE BRIGADE, INC.

By: _____

Date: _____

EXHIBIT A