

AGREEMENT

This Agreement, dated for purposes of identification only this _____ day of _____, by and between the Metro Cities Fire Authority, a joint powers authority ("Authority") and the City of GARDEN GROVE, a municipal corporation {"GARDEN GROVE"} is made with reference to the following:

1. Authority provides fire protection, fire prevention, rescue, emergency medical and related administrative services within the respective boundaries of its Member Agencies.
2. GARDEN GROVE desires to obtain fire dispatch services and related administrative services in accordance with the terms of this Agreement and the Metro Cities Fire Authority Joint Powers Agreement ("JPA").

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. TERM:

The term of this Agreement shall commence upon the Effective Date and shall continue in effect until September 30, 2019, unless sooner terminated as provided below. Not less than thirty (30) days prior to expiration date of this Agreement, GARDEN GROVE shall provide written notice to Authority of its intent to extend the terms of this Agreement.

2. DEFINITIONS:

The definitions of words and terms contained in Chapter 1 of the JPA shall apply to this Agreement.

3. AUTHORITY SERVICES:

Authority shall furnish GARDEN GROVE with fire dispatch services and related administrative services, including but not limited to the following:

- A. The services by Authority shall specifically include processing fire, medical and rescue telephone calls within the jurisdiction of the City of GARDEN GROVE using JPA approved protocols.
- B. The Authority shall dispatch fire, medical and rescue apparatus and personnel using radios, station alerting, network printers, mobile data computers (MDC) and paging technologies.
- C. The Authority shall communicate through the Orange County CCCS 800MHz radio system.

- D. The Authority shall track GARDEN GROVE Fire Department's field units through a computer aided dispatch (CAD) system.
- E. The Authority shall ensure necessary communication and coordination with outside agencies that currently interact with the GARDEN GROVE Fire Department, including but not limited to CARE Ambulance.
- F. The Authority's CAD vendor shall maintain an electronic information repository for exchange of reporting data between the Authority's CAD and GARDEN GROVE Fire Department's records management system ("RMS").
- G. The Authority staff shall deliver to GARDEN GROVE Fire Department all standard reports and records, related to dispatch services, currently made available to the JPA Member Agencies.

4. GARDEN GROVE DUTIES:

- A. GARDEN GROVE shall provide Authority through its Administrator, with mapping and related emergency dispatching information necessary for the efficient deployment of fire units and manpower. GARDEN GROVE shall continually update mapping and deployment information and provide this information to the Authority through the Administrator.
- B. GARDEN GROVE shall be responsible to provide a back-up emergency dispatch system to provide emergency communication services within its jurisdiction in the event that Communication Center systems at the Communications Center are disabled or inoperative.
- C. GARDEN GROVE shall pay the costs incurred by Authority in providing the services outlined above in Section 3 from July 1, 2019 through September 30, 2019. GARDEN GROVE shall pay a cost per call of \$54.47 per valid call dispatched within the City of Garden Grove for the services provided by Authority pursuant to this Agreement during the Term as stated herein. Authority shall invoice GARDEN GROVE on a quarterly basis and GARDEN GROVE shall pay the amounts provided in the invoices within thirty (30) days of receipt of such invoice. The first payment pursuant to this Agreement shall be made on or before October 15, 2019. Such amount shall be prorated for the Services provided from July 1, 2019 through September 30, 2019.

5. INDEMNIFICATION AND WAIVER:

- A. GARDEN GROVE waives and gives up any claim against, or right to sue, the Authority, or any of their officers, employees or representatives, for any loss, damage or injury that arises out of, or is in any way related to, the performance of services rendered pursuant to this Agreement. This waiver extends to liability for bodily injury or property damage, that may be sustained by GARDEN GROVE, its

officers, employees, contractors or agents and which was proximately caused, in whole or in part, by the negligent act, conduct or omission of the Authority, and/or their respective officers, employees, agents, contractors, representatives, or any third party. However, this waiver does not extend to liability for bodily injury or property damage caused by fraudulent or willful conduct or any willful or negligent act which constitutes a violation of a penal statute.

- B. Authority shall defend, indemnify and hold harmless GARDEN GROVE, and their respective officers, employees, agents and representatives with respect to any loss, damage, injury, claim, litigation or liability that arises out of, or is in any way related to, the performance of services pursuant to this Agreement. GARDEN GROVE shall defend, indemnify and hold harmless the Authority with respect to any claim, litigation, loss, liability, damage, cost or expense that arises out of, or is in any way related to, the acts or omissions of GARDEN GROVE or its officers, employees, agents or representatives in the course of providing fire services, containment or clean-up services, or any other support service or activity related to the hazardous materials emergency.

6. TERMINATION:

- A. Authority may terminate this Agreement if GARDEN GROVE fails to make the payments required by this Agreement, fails to provide the support services required by this Agreement, or otherwise materially breaches this Agreement.
- B. GARDEN GROVE may terminate this Agreement by providing Authority with thirty (30) days prior written notice specifying the effective date of such termination.
- C. Subsequent to termination, GARDEN GROVE shall continue to be responsible to perform the duties and obligations required by this Agreement and which are based on facts, events or occurrences which predate the termination.
- D. Authority shall have the authority to terminate this Agreement in the event GARDEN GROVE materially breaches its duties pursuant to this Agreement. For the purposes of this Section, the term 'material breach' shall include, without limitation, a failure to pay any assessment when due and the failure to defend or indemnify as required pursuant to this Agreement. The Authority shall give GARDEN GROVE notice of the breach and the right to cure the breach within thirty (30) days of the notice. In the event GARDEN GROVE fails to cure the breach within thirty (30) days, the Authority shall have the right to immediately terminate this Agreement.
- E. Termination of the Agreement shall not relieve GARDEN GROVE of its share of any debts or other liabilities incurred by Authority prior to the effective date of such termination, or any liabilities imposed upon or incurred by GARDEN GROVE pursuant to this Agreement prior to the effective date of such termination.

However, such termination shall result in the forfeiture of all rights and claims GARDEN GROVE to any repayment of contributions or dances or other distribution of funds or property after termination.

7. MISCELLANEOUS PROVISIONS:

- A. Each of the parties to this Agreement shall immediately notify the other of any litigation or claim that is asserted by or against either party regarding this Agreement.
- B. Each of the parties to this Agreement shall cooperate with one another in the defense of any lawsuit or claim filed against either party and arising out of, or in any way related to, this Agreement.
- C. The validity of this Agreement, and any of its terms and provisions, as well as the rights and duties of the parties, shall be construed pursuant to, and in accordance with, the laws of the State of California.
- D. This Agreement may be modified or amended only by a written document executed by both Parties.
- E. GARDEN GROVE shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted.
- F. A waiver by either Party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other terms, covenant or condition contained herein, whether of the same or a different character.
- G. In the event there are any conflicts or inconsistencies between this Agreement or any other attachments hereto, the terms of this Agreement shall govern.
- H. Each Party acknowledges that it has had the benefit of advice of competent legal counsel with respect to its decision to enter this Agreement. The provisions of this Agreement shall be interpreted to give effect to their fair meaning and shall be construed as prepared by both Parties.
- I. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of its terms and provisions to persons and circumstances other than those to which it has been held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest

extent permitted by law.

- J. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established herein.
- K. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original, and all of which shall constitute one and the same agreement of the Parties.
- L. Any notice or instrument required to be given or delivered pursuant to this Agreement shall be deemed given when personally delivered to the parties or deposited in the United States Mail, first class postage pre-paid, and properly addressed to the respective principal offices of the Parties.
- M. This Agreement shall inure to the benefit of and be binding upon any successors or assigns of the Parties.
- N. Each individual executing this Agreement on behalf of a corporation, nonprofit corporation, partnership or other entity or organization, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity or organization and that this Agreement is binding upon the same in accordance with its terms.
- O. The Administrator of the Authority shall be the Representative of the Authority under this Agreement and shall be responsible for the administration of this Agreement for Authority.

[Signatures Appear on Next Page]

DATE OF EXECUTION:

METRO CITIES FIRE AUTHORITY
a Joint Powers Authority

BY _____
Chairperson

ATTEST:

BY: _____
Secretary

“AUTHORITY”

DATE OF EXECUTION:

CITY OF GARDEN GROVE, a municipal
corporation

BY _____

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:
ROBERT FABELA, CITY ATTORNEY

BY: _____
Bryn M. Morley
Deputy City Attorney
Legal Counsel to Metro Cities Fire Authority

DATE: _____