

AGREEMENT FOR CONTRACT SERVICES

This Agreement for Contract Services and Delegation of Fire Inspection Services ("Agreement") dated _____, is entered into by and between the City of Arroyo Grande, a municipal corporation ("Arroyo Grande"), and the Five Cities Fire Authority, a California Joint Powers Authority ("Authority"). Arroyo Grande and Authority are sometimes referred to herein, collectively, or individually as "Parties" or "Party".

RECITALS

WHEREAS, the cities of Arroyo Grande, Grover Beach and Oceano Community Services District initially created a joint powers authority by executing a Joint Exercise of Powers Agreement, dated June 7, 2010, for the purpose of providing more efficient and effective fire protection services within the Parties' respective jurisdictions; and

WHEREAS, the cities of Arroyo Grande and Grover Beach executed an Amended and Restated Joint Exercise of Powers Agreement in June, 2023 ("the Amended and Restated JPA Agreement"), pursuant to Government Code Sections 6500 et seq. for the purpose of restructuring the Authority to a two member agency joint powers authority, to streamline services and provide for more cost effective fire and emergency services; and

WHEREAS, the Amended and Restated JPA Agreement revised the 2010 agreement and is now one of the governing documents for the Authority; and

WHEREAS, the Authority has a need for improving costs efficiencies, maximizing operational staffing needs and desires for Arroyo Grande to complete a portion of the fire inspections performed by the Authority by delegation of the Fire Chief, pursuant to Chapter 9, of the California Building Codes, Fire Protection Service, Section 1.11.2.1.1; and

WHEREAS, Arroyo Grande has qualified personnel that can provide fire inspection services under contract with the Authority; and

WHEREAS, Arroyo Grande and the Authority desire to enter into this Agreement in order to set forth the terms and conditions of Arroyo Grande providing such services to the Authority.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Recitals.** The Recitals above are true and correct and are incorporated herein by reference.

2. **Scope of Services.** Arroyo Grande will, under the terms and conditions of this Agreement, provide the Authority with fire inspection services (“Services”), as more specifically described in Exhibit "A" entitled "Scope of Services," attached hereto and incorporated herein by this reference.
3. **Compensation.** Arroyo Grande shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement, through the imposition of regulatory fees in an amount equal to the direct costs incurred by Arroyo Grande in providing the Services at the rates established by City Council approval. Direct costs shall consist of salary and benefit costs for time dedicated exclusively by employees in performing services for the Authority. No overhead costs shall be charged.
4. **Term.** The term of this Agreement shall extend 12 months from July 1, 2023. The Parties may mutually agree in writing to extend the term of the Agreement for additional agreed upon periods of time. Either Party may terminate this agreement with or without cause upon sixty (60) days prior written notice.
5. **Non-Exclusive.** This Agreement does not obligate the Authority to exclusively use the services of Arroyo Grande for services that are not otherwise set forth in the JPA Agreement as being exclusive to Arroyo Grande. The Authority shall be entitled to retain other service providers and consultants as deemed necessary by the Authority for the provision of such services.
6. MISCELLANEOUS
 - 7.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and arrangements, both oral and written, between the Parties hereto with respect to such subject matter. Nothing in this Agreement shall be deemed to modify the terms and conditions set forth in the Amended and Restated JPA Agreement. Except as otherwise provided herein, this Agreement may not be modified, amended, altered, or rescinded in any manner, except by written instrument signed by both of the Parties. The waiver by either Party of a breach or compliance with any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or compliance.

ATTACHMENT 1

so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

- 7.7 Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.
- 7.8 Headings. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.
- 7.9 Venue: Any dispute under this Agreement shall be resolved under the laws of the State of California with venue in San Luis Obispo County.
- 7.10 Indemnification: The Authority and Arroyo Grande agree to indemnify and hold the other Party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying Party in connection with performance under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement effective as of the date first written above.

FIVE CITIES FIRE AUTHORITY

By: _____

CITY OF ARROYO GRANDE

BY: _____