

IP
11/21/2013

AMENDMENT NO. 4 TO SERVICE AGREEMENT FOR FIRE PROTECTION AND EMERGENCY SERVICES

THIS AMENDMENT NO. 4 is made this 21st day of NOV, 2013, by and between the CITY OF FRESNO, a charter city and municipal corporation hereinafter referred to as "CITY," and the NORTH CENTRAL FIRE PROTECTION DISTRICT, a California fire protection district, organized and operated pursuant to the Fire Protection District Law of 1987, Health and Safety Code, Sections 13800, et seq., hereinafter referred to as "DISTRICT," the promises and agreements of each being in consideration of the promises and agreements of the other.

RECITALS

WHEREAS, CITY and DISTRICT entered into a Services Agreement for Fire Protection and Emergency Services, dated December 20, 2006 as amended December 19, 2007, June 1, 2008, and August 19, 2008 (collectively referred to as the "Agreement"); and

WHEREAS, CITY and DISTRICT, following consultation with DISTRICT'S insurance provider jointly desire to modify the Agreement in certain regards, upon the terms and conditions herein.

WHEREAS, CITY and DISTRICT desire to modify the mutual indemnity provision found in the Agreement at Paragraphs 7.A and 7.B with regard to Automobile Liability.

NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledge, the parties agree that the aforesaid Agreement be amended as follows:

1. Paragraph 7.A. of the Agreement shall be replaced with the following:

The CITY shall indemnify, hold harmless and defend DISTRICT and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by DISTRICT, CITY or any other person, and from any and all claims, demands and actions in law or in equity (including attorney's fees and litigation expenses), arising or alleged to arise directly or indirectly from the negligent or intentional acts or omissions of CITY or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; except that, with respect to automobile liability claims, the CITY'S obligation to indemnify, defend or hold harmless the DISTRICT, its officers, officials, employees, agents and volunteers from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the DISTRICT, CITY or any other person, shall be limited to those claims arising from, or alleged to arise directly or indirectly from, the gross negligence or intentional acts or omissions of CITY or any of its officers, officials, employees, agents or volunteers involving automobiles owned by the DISTRICT. With respect to such automobile liability coverage, the DISTRICT agrees to maintain its own liability policy as the primary insurance for DISTRICT vehicles, and the CITY, other than the indemnification obligation contained in this paragraph, shall have no obligation to maintain a separate liability policy for DISTRICT vehicles.

CITY OF FRESNO
City Clerk's Office (Original)

2. Paragraph 7.B. of the Agreement shall be replaced with the following:

The DISTRICT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, DISTRICT or any other person, and from any and all claims, demands and actions in law or in equity (including attorney's fees and litigation expenses), arising or alleged to arise directly or indirectly from the negligent or intentional acts or omissions of DISTRICT or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; except that, with respect to automobile liability, the DISTRICT'S obligation to indemnify, defend or hold harmless the CITY, its officers, officials, employees, agents and volunteers from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the CITY, DISTRICT or any other person, shall be limited to those claims arising from, or alleged to arise directly or indirectly from, the gross negligence or intentional acts or omissions of DISTRICT or any of its officers, officials, employees, agents or volunteers involving automobiles owned by the CITY. With respect to such automobile liability coverage, the CITY agrees to maintain its own liability policy as primary insurance for CITY vehicles, and the DISTRICT, other than the indemnification obligation contained in this paragraph, shall have no obligation to maintain a separate liability policy for CITY vehicles.

3. In all other regards, the Agreement shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a municipal corporation

By: 

ATTEST:
YVONNE SPENCE
City Clerk

By: 
Deputy 11/26/2013

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  11/4/13
Brandon M. Collet
Deputy City Attorney

NORTH CENTRAL FIRE PROTECTION
DISTRICT, a California fire protection district

By: 

Name: Ken Abrahamian

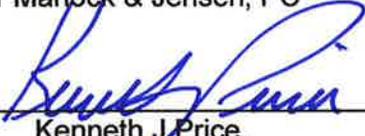
Title: Board Chair

By: 

Name: Cheryl Belluomini

Title: Board Secretary

APPROVED AS TO FORM:
Baker Manock & Jensen, PC

By: 
Kenneth J. Price,
Attorney for North Central Fire
Protection District