

## **AGREEMENT TO PROVIDE FIRE SERVICES BETWEEN THE CITIES OF MONTEREY AND CARMEL-BY-THE-SEA**

**THIS AGREEMENT**, made and executed on November 16, 2011 by and between the CITY OF MONTEREY, a municipal corporation, hereinafter referred to as "Monterey", and the CITY OF CARMEL-BY-THE-SEA, a municipal corporation, hereinafter referred to as "Carmel" (collectively referred to as "the Parties"), shall commence upon expiration of the existing Agreement to Provide Interim Fire Administration and Emergency Incident Management Services between the Cities of Monterey and Carmel-by-the-Sea dated December 3, 2008 and all amendments thereto, which is currently set to expire at 7:45 A.M. on January 1, 2012, and provides as follows:

### **RECITALS**

**WHEREAS**, the City Council of Carmel has determined that the most effective method of providing the fire services set forth in Chapter 2.20 of the Carmel Municipal Code is through a shared services model; and

**WHEREAS**, Carmel desires to expand the scope of its current Fire Services Agreement with Monterey to include full fire protection and related emergency services within its jurisdiction; and

**WHEREAS**, it is the desire of the Parties to address, by this Agreement, all matters which are related to the services to be provided to Carmel by Monterey; and

**WHEREAS**, this Agreement is entered into pursuant to Government Code § 54981 and § 55632.

### **AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the mutual advantages to be derived there from, and in consideration of the mutual covenants herein contained, it is agreed by and between the Parties hereto as follows:

### **ARTICLE I DEFINITIONS**

1.1. **Capital Improvements.** "Capital Improvements" means and refers to structural repairs and similar improvements which are the type of improvements which would be added to the tax "basis" if the property were owned by a non-governmental entity.

1.2. **Chief Fire Officer.** "Chief Fire Officer" means and refers to employees of the Monterey Fire Department with permanent appointment in the classification of Division Chief, Assistant Fire Chief, or Fire Chief.

1.3. **Code 3.** "Code 3" means and refers to the emergency response of a fire apparatus utilizing all warning equipment as authorized in Section 25252 et seq. of the California Vehicle Code.

1.4. **Fire Chief.** "Fire Chief" means and refers to the City of Monterey Fire Chief.

1.5. **Fire Services.** "Fire Services" means and refers to those services described in Article IV hereof.

1.6. **Fiscal Year.** "Fiscal Year" means and refers to the annual period commencing on July 1 and ending the following June 30.

1.7. **Term.** "Term" means and refers to any period of time during which Monterey is obligated to provide services pursuant to this Agreement.

## **ARTICLE II TERM OF AGREEMENT**

2.1. **Initial Term.** The initial Term of the provision of services under this Agreement shall be from 7:45 a.m. on January 1, 2012 through 7:44 a.m. on June 30, 2016.

2.2. **Automatic Renewal of Agreement for Five Year Terms.** Upon the conclusion of the initial Term and of each Term thereafter, this Agreement shall be automatically extended for additional five (5) year Terms unless either Party gives the other Party written notice of its intent to allow this Agreement to lapse pursuant to the provisions of Section 2.3 of this Agreement.

2.3. **Written Notification of Intent to Allow Agreement to Lapse.** If either Party does not wish for this Agreement to be automatically extended for an additional Term pursuant to Section 2.2 of this Agreement, that Party shall give the other Party written notice of its intent to allow the Agreement to lapse no later than the June 30 immediately preceding the end of that Term of the Agreement. Written notification of intent to allow the Agreement to lapse shall be in the form of a Resolution of the respective Party's City Council, and shall be delivered to the other Party's City Manager or City Administrator pursuant to Section 9.5 of this Agreement, with duplicate notification delivered to the Fire Chief.

2.4. **Termination.** Notwithstanding Section 2.1, Section 2.2, or Section 2.3 of this Agreement, either Party may terminate this Agreement by providing twelve (12) months' written notification to the other Party, and the Term of this Agreement or any extension thereof shall be shortened accordingly. Written notification of termination shall be in the form of a Resolution of the respective City Council, and shall be delivered to the other Party's City Manager or City Administrator pursuant to Section 9.5 of this Agreement, with duplicate notification delivered to the Fire Chief.

2.5. **Termination for Material Breach.** Notwithstanding Sections 2.1 through 2.4 of this Agreement, this Agreement may be terminated for material breach pursuant to the procedures set forth in Section 6.1(e) and Section 6.2(e) of this Agreement.

## **ARTICLE III FACILITIES AND EQUIPMENT**

3.1. **Title.** Carmel shall retain title to all existing real property, buildings, equipment and apparatus owned by Carmel and described in Exhibit A and Exhibit B of this Agreement.

3.2. **Use of Real Property, Equipment and Apparatus.** For the duration of this Agreement, Carmel shall lease to Monterey all real property, buildings, equipment and apparatus described in Exhibit A to enable Monterey to provide services to Carmel pursuant to this Agreement as well as to provide local mutual and automatic mutual aid, statewide master mutual aid and assistance by hire pursuant to the California Fire Assistance Agreement. Carmel further authorizes Monterey to utilize any apparatus described in Exhibit A outside the geographic boundaries of Carmel whenever deemed operationally necessary by the Fire Chief or his or her designee. This Agreement shall serve as the lease instrument without additional consideration.

(a). Upon termination of this Agreement pursuant to Section 2.3 or Section 2.4, Monterey shall deliver to Carmel the real property, buildings, equipment and apparatus described in Exhibit A of this Agreement, reasonable wear and tear excepted.

3.3. **Maintenance and Replacement.** Carmel shall bear all costs to maintain, repair, and/or replace the real property, buildings, equipment and apparatus described in Exhibit A and Exhibit B, and may create such reserves for depreciation as may be necessary and prudent for replacement of equipment and apparatus; provided, however, that should an insurable event result in irreparable damage to any such real property, buildings, equipment and apparatus, Carmel shall only bear the portion of the replacement cost that exceeds the amount of any payment for said irreparable damage received under the insurance coverage described in Section 8.3 of this Agreement. Carmel fire services budget shall contain line item descriptions for maintenance and replacement of such items.

3.4. **Repair.** In the event that any real property, building, equipment and apparatus described in Exhibit A and used or operated by Monterey for the provision of Fire Services pursuant to this Agreement is damaged, Carmel shall bear the costs of repairing such real property, building, equipment and apparatus; provided, however, that should an insurable event result in damage to any such real property, buildings, equipment and apparatus, Carmel shall only bear the portion of the repair cost that exceeds the amount of any payment for damage received under the insurance coverage described in Section 8.3 of this Agreement.

3.5. **Vehicles and Equipment Not Used to Provide Services.** The vehicles and equipment owned by Carmel and described in Exhibit B of this Agreement shall not be used by Monterey to provide services pursuant to this Agreement, except that Carmel authorizes Monterey to operate or use any vehicle and/or equipment described in Exhibit B as deemed operationally necessary by the Fire Chief or his/her authorized designee.

#### ARTICLE IV DUTIES OF MONTEREY UNDER THIS AGREEMENT

4.1. **Scope of Services.** Monterey shall provide Fire Services within the jurisdictional area of Carmel as more specifically described in Section 4.2 of this Article. In providing such services, Monterey shall administer the provisions of the Carmel Fire Code and other Carmel rules, regulations, policies and procedures as applicable to this Agreement.

(a) Throughout the Term of this Agreement and at least annually or more frequently as requested by either Party, Monterey agrees to meet and consult with Carmel relative to service levels,

fees for services, operational policies and/or procedures, and/or any other issue or concern relative to Monterey's implementation of the provisions of this Agreement. Monterey further agrees to meet and discuss Monterey labor relations issues relating to this Agreement to the extent permitted by law.

(b) Throughout the Term of this Agreement, Monterey agrees to receive and consider any input from the Carmel City Administrator relative to the performance of the Fire Chief as it pertains specifically to the provision of services pursuant to this Agreement, including the Fire Chief's responsiveness to the Carmel City Administrator and community on fire services-related issues or concerns.

(c) Throughout the Term of this Agreement, Monterey agrees to solicit and consider input from the Carmel City Administrator relative to the selection process for future Fire Chief(s). Such input shall include the opportunity to review and provide comment on the Fire Chief Job Description, Fire Chief recruitment announcement, and participation on an interview panel to provide input on candidates.

**4.2 Description of Fire Services to be provided by Monterey.** Monterey's duties to provide Fire Services under this Agreement shall be as follows:

(a) Fire Department Administration. Monterey shall provide the following administrative and support services necessary to maintain Fire Services within Carmel:

(i) Fire Services program planning and administration consistent with the terms and conditions of this Agreement.

(ii) Development and administration of the annual Carmel fire services budget.

(iii) Coordination and administration of Carmel Fire Services sub-department-level programs as authorized and funded within the Carmel fire services budget, as that budget may be modified from year to year.

(iv) Delivery and documentation of all federal and state-mandated firefighter training as well as provision of supplemental training as authorized and funded within the Carmel fire services budget, as that budget may be modified from year to year.

(v) Provision of a Chief Fire Officer or qualified acting Chief Fire Officer, or if no Chief Fire Officer is available, a Company Officer or qualified acting Company Officer, to assist with emergency and disaster management within the Carmel Emergency Operations Center as requested by the Carmel City Administrator or his or her designee.

(vi) Coordination of procurement of all operational supplies, services, and equipment as necessary to provide the Fire Services outlined in this Agreement as funded within the Carmel fire services budget, as that budget may be modified from year to year. Any procurement made pursuant to this section shall be made with Carmel funds and shall conform with Carmel procurement policies and procedures.

(vii) Operational integration and coordination of Carmel fire ambulance services with other fire services provided by Monterey to Carmel pursuant to this Agreement, to include fire



and EMS training, and as also described in the separate Agreement to Provide Interim Ambulance Administration Services between the Cities of Monterey and Carmel.

(viii) Fire Chief's or designated Chief Fire Officer representative's prompt response to requests by the Carmel City Administrator, attendance at Carmel Council meetings, executive management meetings, community events, or other meetings or forums as requested by the Carmel City Administrator.

(ix) Notification to the Carmel City Administrator or designee as soon as practical of any significant emergency event or other event as defined by the Carmel City Administrator;

(x) Maintenance of sufficient, segregated records relating to provision of Fire Services to Carmel, including but not limited to, response time data for all incident responses as described in Section 4.2(c) of this Agreement. At a minimum, such records shall be sufficient to meet any and all federal and state reporting obligations as they relate to the provision of Fire Services, including but not limited to annual audits, mutual aid, and reimbursement for disaster response, hazardous material response or other incident responses. Such records may be maintained in Monterey, and will be provided to Carmel upon request or termination of this Agreement for any reason as described in Sections 2.4 or 2.5 of this Agreement.

(b) Fire Prevention Services.

(i) Review of all development and building plans submitted to Carmel to ensure compliance with applicable fire and life safety codes and regulations, as well as inspection of all new fire protection and fire alarm systems for compliance with applicable codes and standards, and inspection of previously installed fixed fire protection and alarm systems as recommended by applicable National Fire Protection Association (NFPA) Standards. Carmel shall collect and retain any fees collected for issuance of building permits.

(ii) Annual fire safety inspections of all state-mandated occupancies within Carmel.

(iii) Issuance of operational permits and associated inspection of applicable businesses within the City of Carmel as required in Appendix Chapter 1, Section 105.6 of the 2007 California Fire Code and as that Section may be amended in the future. Carmel shall collect and retain any fees for said operational permits and inspections.

(iv) Fire safety inspection of at least 20 percent of non-mandated or permitted business occupancies within Carmel annually.

(v) Monterey retains the right, and intends to utilize private contractor(s) and/or subject matter experts to provide development and plan review, fire protection system plan review and inspection, and/or fire safety inspection(s) within Carmel as deemed necessary by the Fire Chief or his/her authorized representative and in consultation with Carmel. Carmel shall collect and retain any fees for such fire prevention services provided within Carmel by such a contractor at the Fire Chief's direction.

(vi) Investigation of all fires to establish origin and cause as well as coordination with the Carmel Police Department on any criminal prosecution resulting from such investigations.

(c) Incident Response within the Incorporated Geographic Boundaries of Carmel.

(i) General Service Criteria. The following criteria shall apply to all services identified in Section 4.2(c)(ii)-(vii):

(A) Response Area. Monterey shall provide services identified in Sections 4.2(c)(ii)-(vii) below to all areas within the incorporated geographic boundaries of Carmel.

(B) Chief Officer Coverage. Monterey shall provide a qualified Chief Fire Officer, or acting Chief Fire Officer, to be immediately available for response and management of emergency incidents as necessary to provide incident command and coordination functions within the jurisdictional boundaries of Carmel, including the authority to commit expenditure of Carmel funds to mitigate an emergency incident consistent with the ordinances, policies and procedures of Carmel.

In the event that this service is not immediately available because the on-duty Monterey Duty Chief Officer is otherwise committed to another emergency incident, an administrative Chief Officer or off-duty Operations Chief Officer shall be recalled and assigned to provide operational Duty Chief Officer coverage as soon as possible.

(C) Fire Station Staffing.

(1) Monterey shall assign three (3) personnel, meeting minimum federal and state-mandated training requirements for their respective classifications and responsibilities, to the Carmel fire station to provide Fire Services pursuant to this Agreement each and every day of the Term of this Agreement. Said staffing shall include one (1) Captain or qualified Acting Captain, one (1) Engineer or qualified Acting Engineer, and one (1) Firefighter.

(2) Additional qualified fire personnel may be assigned to the Carmel station as determined by the Fire Chief or designee to provide supplemental Fire Services or staffing for special events, anticipated weather events, or other situations within the Carmel Fire Services budget as that budget may be modified from year to year, and within operational capacity.

(D) Response Time and Reporting. Monterey recognizes and acknowledges Carmel's historic fire response performance averaging less than three (3) minutes for the first arriving apparatus from time of notification by the dispatch center. This historic performance also exceeds National Fire Protection Association (NFPA) recommended response performance standard of 5 minutes or less, 90% of the time for paid career fire departments. Because the daily minimum staffing of the Carmel fire station will not change as outlined in Section 4.2(c)(i)(C), this Agreement enables Carmel to maintain its historic emergency (Code 3) response times to incidents within Carmel, as well as conformance with nationally recognized emergency incident response time performance standard of five (5) minutes or less from time of receipt of alarm, 90% of the time.

Monterey will further provide a monthly response summary report to Carmel by the 15<sup>th</sup> day of the following month that reflects the average response time for all incidents occurring within Carmel during the previous month as well as the percentage of total responses meeting the national recommended response standard of 5 minutes or less within Carmel for the previous month. Response times for specific incidents occurring within Carmel will be available upon request.

(E) Dispatch Service. Carmel shall be responsible for providing emergency dispatch and communications services compatible with Monterey fire communications systems and equipment so that Monterey is able to perform the services under this Agreement. Such emergency dispatch and communications services may be provided by an independent third-party provider as mutually agreeable to the Parties.

(F) Carmel Fire Station Staffing Continuity. Monterey will assure that all current Carmel employees will be assigned to the Carmel fire station for a period of not less than one (1) year upon commencement of this Agreement before they are eligible to bid for assignment to another fire station. During this one-year period, Monterey shall train all fire safety personnel to the unique response characteristics (i.e., no street address) of Carmel.

(ii) Fire Suppression. Monterey will provide fire resource response to all reported fires, suspected fires, and fire alarm activations within Carmel.

(iii) Emergency Medical Response. Monterey will provide fire resource response to all medical emergencies within Carmel in conformance with the Monterey County Emergency Medical Services Agency policies and protocols, and as an integrated and coordinated service with the Carmel fire ambulance.

(iv) Rescue Services. Monterey will provide fire resource response to any report of a trapped person, including persons unable to self-extricate from water. Said rescue services shall only be provided within the scope of training and qualifications of fire response personnel, Monterey Fire Department policies and/or Standard Operating Guidelines, and available rescue equipment.

(v) Hazardous Materials Response. Monterey will provide fire resource response to any reported hazardous substance spill or release.

(vi) Other Requests for Service. Monterey will provide fire resource response to any other emergency or non-emergency request for service as received and dispatched by the Monterey County Department of Emergency Communications.

(vii) Emergency Operations Center Support. In the event the Carmel Emergency Operations Center is activated pursuant to the Carmel Emergency Operations Plan, Monterey will, to the extent possible, provide fire department support to the Carmel Emergency Operations Center (EOC). In the event of a multi-jurisdictional emergency or disaster, coordination of fire resources may be performed from the Monterey Emergency Operations Center.

(d) Statewide Mutual Aid and Assistance by Hire. Monterey may respond to requests for mutual aid or assistance-by-hire by other agencies within the State of California pursuant to the California Statewide Master Mutual Aid Agreement or the California Fire Assistance Agreement, as approved by the Fire Chief or his or her authorized designee. Monterey shall credit or reimburse Carmel for any reimbursement(s) received by Monterey relating to use of personnel assigned to the Carmel station and/or Carmel-owned apparatus described in Exhibit A for provision of mutual aid or assistance-by-hire, except for any operating or incidental costs paid by Monterey.

(i) This Agreement further enhances existing and future mutual aid and automatic mutual Agreements between Monterey, Carmel, and other Monterey Peninsula fire agencies by



providing consolidated fire administrative and management services, operational continuity, better allocation and utilization of existing resources, and enhanced depth of resources for both Cities. Combining the fire services of both Cities provides operational economies of scale and administrative efficiencies that lead to stronger, more effective fire services.

(e) Miscellaneous.

(i) Weed Abatement. Monterey will inspect properties within Carmel for compliance with the provisions of Title 8 of the Carmel Municipal Code relating to Weed Abatement, and as that Title may be amended in the future. Monterey will further inspect residential and open-space parcels to the extent permitted by law and recommend to the City Administrator appropriate modification/abatement of vegetative fuels within Carmel to provide improved defensible space relative to wildland fire. Any non-compliance with the provisions of Title 8 of the Carmel Municipal Code relative to weed abatement or vegetative fuels removal or modification shall be referred to the Carmel City Attorney for enforcement.

(ii) Fireworks. Monterey will enforce the provisions of Title 8 of the Carmel Municipal Code relating to Fireworks, and as that Title may be amended in the future. Any non-compliance with the provisions of Title 8 of the Carmel Municipal Code relative to fireworks shall be referred to the Carmel City Attorney for enforcement.

(iii) Community Outreach and Education. Consistent with operational capacity and the Carmel fire services budget as that budget may be modified from year to year, Monterey shall coordinate the planning and development of fire prevention and safety education programs for schools, businesses, community associations, child-care providers and other members of the community. Fire prevention and life safety programs will be tailored to educate Carmel residents and business community in order to help preserve life and property.

(iv) False Fire Alarms. Monterey will enforce the provisions of Title 8 of the Carmel Municipal Code, relating to recovery of costs associated with responses to false fire alarms, and as that Title may be amended in the future. Any non-compliance with the provisions of Title 8 of the Carmel Municipal Code relative to false fire alarms shall be referred to the Carmel City Attorney for enforcement.

(v) Hazardous Materials Releases. Monterey will enforce the provisions of Title 8 of the Carmel Municipal Code relating to recovery of costs associated with responses to releases of hazardous materials, and as that Title may be amended in the future. Any non-compliance with the provisions of Title 8 of the Carmel Municipal Code relative to the recovery of costs associated with the City's response to a hazardous substance release or spill shall be referred to the Carmel City Attorney for enforcement.

(vi) Fire Hydrant Testing. Monterey shall continue to provide annual functional testing of all public fire hydrants within Carmel, and annual flow testing of not less than 10% of the public fire hydrants within Carmel as authorized by the water system owner and the Monterey Peninsula Water Management District. Monterey will continue to seek relief from regulatory fire hydrant flow testing constraints to permit flow testing of fire hydrants not less frequently than every five years.

(vii) Compliance with Cal/OSHA Regulations. Monterey shall ensure compliance with California Division of Occupational Safety and Health (Cal/OSHA) regulations relative to activities performed within environments requiring respiratory protective equipment, such as interior



firefighting operations (commonly referred to as "2-in/2-out"). Under normal circumstances, it is anticipated that on-duty Carmel Fire Ambulance personnel will provide the additional staffing necessary to permit immediate interior firefighting operations within Carmel.

**4.3. Inspection of Carmel-Owned Property and Notification of Necessary Maintenance and Repairs.** Monterey agrees to regularly inspect all real property, buildings, equipment and apparatus described in Exhibit A to ensure they meet the appropriate and applicable fire services standards.

(a) In the event that any real property, buildings, equipment or apparatus described in Exhibit A requires routine maintenance or is in a condition that presents an immediate or imminent threat to employees or public health or safety, Monterey agrees to notify Carmel immediately of the existence of such conditions.

(i) Monterey shall not use any equipment and apparatus requiring maintenance or repair in the provision of Fire Services pursuant to this Agreement until such time as Carmel has satisfactorily performed the necessary maintenance or repairs.

(ii) Monterey shall ensure that access to any real property or buildings described in Exhibit A, which is in a condition that presents an immediate or imminent threat to employee or public health or safety, is restricted so as to minimize the threat posed to employee or public health or safety until said condition is remedied.

(iii) In the event that a condition gives rise to an immediate or imminent threat to public or employee health or safety, the Parties agree that the Fire Chief, or his or her designee, shall have the authority to take any actions necessary to preserve public or employee health or safety. Such action may include prohibiting the occupancy or use of anything described in Exhibit A until the conditions giving rise to the threat are remedied.

(iv) In the event that Monterey notifies Carmel of a condition requiring the maintenance, repair, or replacement of any real property, buildings, equipment, or apparatus described in Exhibit A of this Agreement, Carmel shall reserve the right to have such need for maintenance, repair, or replacement validated by an independent third party of its choice, at no cost to Monterey, within a reasonable time period as mutually agreeable to the Parties.

(b) Monterey shall inspect any maintenance and repairs performed pursuant to Section 5.2 of this Agreement to ensure that such maintenance and repairs have occurred and that the real property, buildings, equipment and apparatus so maintained or repaired meet the appropriate and applicable fire services standards.

(c) In the event that any Capital Improvements authorized in the Carmel fire services budget are performed on Carmel-owned real property or buildings described in Exhibit A, Carmel shall coordinate the performance of such Capital Improvements with Monterey.

(d) In the event that Carmel determines, pursuant to Section 5.2(b) of this Agreement, that maintenance or repair of any Carmel-owned apparatus or equipment described in Exhibit A will not be sufficient to ensure that said apparatus or equipment meets applicable fire service standards, or in the event of planned apparatus or equipment replacement, Carmel shall coordinate the procurement of any

such apparatus or equipment with Monterey as authorized in the Carmel fire services budget as that budget may be modified from year to year.

4.4. **Budget Projections and Accounting of Actual Expenses.** Monterey shall provide Carmel with the budget projections and detailed accounts of actual expenses as further described in Article VI of this Agreement.

## **ARTICLE V DUTIES OF CARMEL UNDER THIS AGREEMENT**

5.1. **Payment for Fire Services.** Carmel shall compensate Monterey for the provision of Fire Services as further described in Article VI of this Agreement.

5.2. **Maintenance and Repair of Equipment.** Carmel agrees to maintain at its own cost all real property, buildings, equipment and apparatus, as described in Exhibit A to this Agreement, in a safe, habitable, and serviceable condition at all times.

(a) Upon notification by Monterey, Carmel shall, as soon as possible thereafter, perform such routine maintenance or repairs necessary to ensure that any real property, buildings, equipment and/or apparatus remain in a safe, habitable, and serviceable condition.

(b) In the event that it is not possible to repair any buildings, equipment and apparatus sufficient to ensure that they are in a safe, habitable, and serviceable condition, Carmel shall replace the equipment or apparatus in question.

(c) In the event that Carmel fails to respond in a timely manner to notification pursuant to this section, Monterey may undertake the necessary maintenance, repair or replacement. Carmel agrees to reimburse Monterey for any costs it so incurs, including applicable administrative expenses, associated with any such maintenance, repair, or replacement.

(d) In the event that Carmel contracts or otherwise hires a third-party contractor to perform any necessary maintenance, repair or replacement pursuant to this Article V, Carmel shall require any such third-party contractor to have general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Both Carmel and Monterey shall be named as additional insureds via endorsement on any such coverage.

## **ARTICLE VI FEES FOR SERVICES**

6.1. **Fees for Services.** Carmel agrees to compensate Monterey for all services provided pursuant to the terms and conditions of this Agreement.

(a) The period from January 1, 2012 through June 30, 2012 shall be the Initial Period. For the Initial Period, Monterey shall provide Carmel with an Initial Period budget projection describing the total anticipated costs of providing Fire Services during the Initial Period. The Initial Period budget

projection shall be in the form of, and shall use the same methodology as, the budget projection model contained in Exhibit C. Monterey shall provide Carmel with the Initial Period budget projection no later than November 16, 2011.

(b) No later than March 15, 2012, and no later than March 15 each year thereafter, Monterey agrees to provide Carmel with a Fiscal Year budget projection describing the total anticipated costs of providing Fire Services for the next Fiscal Year. Such Fiscal Year budget projections shall be in the same form of, and shall use the same methodology as, the budget projection model contained in Exhibit C.

(c) Beginning on July 15 of every Fiscal Year, and on the first day of each month of the Fiscal Year thereafter, Carmel agrees to remit to Monterey one twelfth (1/12) of the Fiscal Year budget projection. Notwithstanding the foregoing, in the first fiscal year that Fire Services are provided pursuant to this Agreement, the initial payment shall be due on the 15<sup>th</sup> day of the first month that Monterey provides Fire Services to Carmel, and the amount of the payments will be prorated based on the budget projection for the partial year and the number of whole and partial months that service is provided to Carmel during the first Fiscal Year.

(d) In the event that Carmel fails to pay the entire amount described in section 6.1(c) within thirty (30) days of the due date, interest shall accrue to the unpaid balance at an annual equivalent rate equal to the Prior Year Penalty Factor, determined from the date the payment was originally due. The Prior Year Penalty Factor shall be the interest rate earned on Monterey's entire investment portfolio for the preceding Fiscal Year plus two percent (2%). For example, if the rate of return on Monterey's entire investment portfolio for the preceding Fiscal Year was four percent (4%) the Prior Year Penalty Factor will be six percent (6%).

(e) Failure by Carmel to pay the amount(s) due pursuant to Section 6.1(c) plus the interest due pursuant to Section 6.1(d) within three (3) months of the due date shall constitute a material breach of this Agreement. Notwithstanding Article II of this Agreement, in the event of such material breach, Monterey shall have the right to terminate this Agreement upon the provision to Carmel of three (3) months written notice of said termination, and the Term of this Agreement or any extension thereof shall be shortened accordingly. The termination shall not be effective if Carmel pays Monterey all amounts due within thirty (30) days of such notice. Termination of this Agreement pursuant to this section shall not be construed to limit the right of Monterey to obtain, by any means available at law, any monies due to it from Carmel pursuant to this Agreement.

**6.2. Accounting.** No later than November 1 of each year, including the Initial Period of this Agreement as defined in Section 6.1(a), Monterey shall provide Carmel with a detailed account of the actual costs incurred by Monterey to provide Fire Services pursuant to this Agreement for the preceding Fiscal Year. Said account shall also include the Service Year Factor, which shall be the interest rate earned on Monterey's entire investment portfolio for the Fiscal Year in which Monterey's actual costs were incurred.

(a) If the actual costs are greater than the Fiscal Year budget projection, Carmel shall, no later than ninety (90) calendar days after receipt of the detailed account of actual costs, remit to Monterey the difference between the Fiscal Year budget projection and the actual cost, plus interest on that amount at an annual equivalent rate equal to the Service Year Factor, as determined from July 1 after the end of the fiscal year to date of payment to Monterey. In the alternative, Carmel may elect to defer



payment of the difference or any portion thereof pursuant to the provisions of subsection 6.2(c) of this Agreement.

(b) If the actual costs are less than the Fiscal Year budget projection, Monterey shall, no later than ninety (90) calendar days after providing Carmel with the detailed account of actual costs, remit to Carmel the difference between the Fiscal Year budget projection and the actual cost, plus interest on that amount at an annual equivalent rate equal to the Service Year Factor, as determined from July 1 after the end of the fiscal year to date of payment to Carmel. In the alternative, Monterey may elect to defer payment of the difference or any portion thereof pursuant to the provisions of subsection 6.2(c) of this Agreement.

(c) Any Party owing an outstanding amount to the other Party pursuant to section 6.2(a) or section 6.2(b) of this Agreement may elect to pay the outstanding amount on July 15 at the beginning of the next Fiscal Year, at which time the indebted Party shall pay the amount outstanding plus an amount equal to the amount outstanding multiplied by the Service Year Factor. For example: if the amount outstanding is ten thousand dollars (\$10,000), and the Service Year Factor is five percent (5%), then the amount owed shall be ten thousand five hundred dollars (\$10,500). Any indebted Party so electing to make the outstanding payment on July 15 at the beginning of the next Fiscal Year shall deliver written notice to the other Party informing it of its intent no later than the ninetieth (90<sup>th</sup>) day after receipt of the detailed account of actual costs.

(d) If the total payment described in section 6.2(c) of this Agreement is not made by the end of that July, any amount outstanding shall accrue interest at an annual equivalent rate equal to the Service Year Factor plus two percent (2%), calculated from the July 15<sup>th</sup> due date.

(e) Failure by any indebted Party that has not given notice of its intent to postpone payment of the outstanding amount pursuant to Section 6.2(c) to pay any amount owed pursuant to either Section 6.2(a) or 6.2(b) within ninety (90) days after receipt of the detailed account of actual costs shall constitute a material breach of this Agreement. In the event that an indebted Party has given notice of its intent to postpone payment of the outstanding amount pursuant to Section 6.2(c), failure to make the payment owed pursuant to either Section 6.2(a) or 6.2(b), plus the interest calculated thereon pursuant to the provisions of Section 6.2(d), within ninety (90) days of the due date, shall constitute a material breach of this Agreement. Notwithstanding Article II of this Agreement, in the event of such material breach, the non-breaching Party shall have the right to terminate this Agreement upon the provision to the breaching Party of ninety (90) days' notice of said termination, and the Term of this Agreement or any extension thereof shall be shortened accordingly. Termination of this Agreement pursuant to this section shall not be construed to limit the right of the non-breaching Party to obtain, by any means available at law, the amount still owed by the breaching Party.

(f) At any time during the Term of this Agreement, the formulas, approaches, and percentages described in Article 6 and in Exhibit C of this Agreement may be modified upon the mutual written Agreement of the City Manager of Monterey and the City Administrator of Carmel.

(g) In the event that Monterey enters into a new Agreement to provide fire services to an additional jurisdiction, or terminates an existing contract for the provision of fire services to another jurisdiction, the City Manager of Monterey and the City Administrator of Carmel shall review the percentages in Exhibit C.



6.3. **Transferred Leave Bank.** Carmel shall calculate the value of any unused and unpaid leave time accrued by the Carmel employees hired by Monterey pursuant to Article VII of this Agreement and transferred to Monterey at the time Monterey hires the employees. The value of such leave time shall be calculated at the hourly rates Carmel would pay the employees on January 1, 2012 if they used the leave time while still employed by Carmel. The total value of the transferred leave times for said employees hired by Monterey shall be the Leave Balance. During the Term of this Agreement, the value of the Leave Balance shall be reduced by the amount Carmel pays Monterey each year to compensate Monterey for direct expenses attributable to annual leave payoffs and termination leave payoffs, as those terms are used in Exhibit C of this Agreement. Upon termination of this Agreement, Carmel shall pay to Monterey the outstanding value of the Leave Balance, if any.

## **ARTICLE VII PERSONNEL**

7.1. **Offers of Employment to Carmel Employees.** Not later than December 1, 2011, Monterey shall make conditional offers of employment to all persons employed full-time by Carmel as "safety" employees in its Fire Department ("Current Employees").

7.2. **Class A Pre-Employment Medical Examination.** During the period November 16, 2011 through December 15, 2011, Monterey will schedule, and all Current Employees receiving conditional offers of employment shall submit to, a "Class A" pre-employment medical examination by a physician retained by Monterey as provided by the forms attached hereto as Exhibit D. Monterey shall be responsible for the costs associated with the Class A pre-employment medical examination.

7.3. **Employment Commencing January 1, 2012.** Current Employees who, based on the Class A pre-employment medical examination, do not require accommodation to perform the essential functions of the applicable classification, and who have executed a "Waiver and Consent to Transfer" Carmel files to Monterey in the form attached as Exhibit E shall receive a final offer of employment on or before December 16, 2011, to commence employment at 12:00 Midnight on January 1, 2012. The final offer of employment for "safety" positions will be consistent with the position classifications, salaries and other terms and conditions of employment provided in the Agreement attached hereto as Exhibit F.

7.4 **Employment Commencing on or before February 1, 2012.** If, based on the Class A pre-employment medical examination, it is uncertain whether a Current Employee with a "disability" as defined under the Americans with Disabilities Act (42 U.S.C. section 12111 et seq.) and/or the Fair Employment and Housing Act (California Government Code section 12000 et seq.) can perform the essential functions of the applicable classification with or without an accommodation, Monterey and such Current Employee will, between November 16, 2011 and January 31, 2012 take the actions required by the Americans with Disabilities Act and the Fair Employment and Housing Act to determine whether:

(a) A reasonable accommodation exists that would allow the Current Employee to perform the essential functions of the applicable classification; and

(b) Such reasonable accommodation would not constitute an undue hardship to Monterey or the Monterey Fire Department; and

(c) The Current Employee, even with a reasonable accommodation, could perform the essential functions of the applicable classification in a manner that would not pose a direct threat to the health or safety of the Current Employee or others.

Any such Current Employee shall be required to provide consent to provide medical information and engage in an interactive process with Monterey to the extent necessary for Monterey to determine the answers to these three questions. If the answers to 7.4(a), 7.4(b) and 7.4(c) are all "yes," and the Current Employee has executed a "Waiver and Consent to Transfer" in the form attached as Exhibit E, such person shall receive a final offer of employment from Monterey to commence on or before February 1, 2012 at 7:45 a.m., which will be consistent with the position classifications, salaries and other terms and conditions of employment provided in the Agreement attached hereto as Exhibit F.

**7.5 Persons Not Receiving Offer to Commence Employment on or Before February 1, 2012.** Current Employees for whom the answer to 7.4(a) or 7.4(b) or 7.4(c) is "no" shall not receive a final offer of employment from Monterey.

**7.6 Employment Commencing on or before July 1, 2012.** A Current Employee who does not receive an offer of employment to commence on January 1, 2012, whether such person has a "disability" or not, may receive an offer of employment to commence on or before July 1, 2012 at 7:45 a.m. However, this offer shall be conditioned on the Current Employee having (a) been determined by a physician retained by Monterey within the 30 days preceding the commencement date, which commencement date shall be no later than 7:45 a.m. on July 1, 2012, to be able to perform the essential job functions of the applicable classification without any accommodation(s) or, if found to have a "disability" (as defined above), to be able to perform the essential job functions of the applicable classification with accommodation, and without posing a threat to the health or safety of himself/herself or to others; and (b) executed a "Waiver and Consent to Transfer" in the form attached as Exhibit E. If any such Current Employee with a "disability" requires accommodation, the process described in Section 7.4 shall apply, provided it shall not extend the commencement date beyond July 1, 2012. Such offer of employment will be consistent with the position classifications, salaries and other terms and conditions of employment provided in the Agreement attached hereto as Exhibit F. The additional examination required under this paragraph shall be a "Class A" examination as provided by the forms attached hereto as Exhibit D, all costs of which shall be paid for by the Current Employee.

## **ARTICLE VIII INDEMNIFICATION AND INSURANCE**

### **8.1 Mutual Indemnification.**

(a) Each Party shall indemnify, defend and hold harmless the other Party, to the extent allowed by law and in proportion to fault, against any and all third-party liability for claims, demands, costs or judgments (direct, indirect, incidental or consequential) involving bodily injury, personal injury, death, property damage or other costs and expenses (including reasonable attorneys' fees, costs and expenses) arising or resulting from the acts or omissions of its own officers, agents, employees or representatives carried out pursuant to the obligations of this Agreement.

(b) Each Party shall protect, defend, indemnify and hold harmless the other Party (including their officials, employees and agents as the same may be constituted now and from time to time hereafter) from and against any and all liabilities, losses, damages, expenses or costs, whatsoever (including reasonable attorneys' fees, costs and expenses), which may arise against or be incurred by the other Party as a result of or in connection with any actual or alleged breach of this Agreement by either Party.

(c) Monterey shall be solely responsible for all third-party liability, including third-party property damage, caused by the negligence or wrongful acts of Monterey officers, officials, and employees resulting from Monterey's operation of Carmel vehicles and equipment, or resulting from maintenance performed by Monterey pursuant to Section 5.2(c) of this Agreement.

(d) Except for any duties either Party owes to the other pursuant to the provisions of this Agreement, nothing in this Agreement shall be construed to waive any legal protections or immunities available to the Parties under state or federal law.

(e) Accordingly, the Parties hereby expressly agree to waive the pro rata risk allocation contained in California Government Code Section 895.6.

**8.2 Mutual Indemnification Obligations Survive Termination.** As to activities occurring or being carried out in performance of this Agreement and during the Term of this Agreement, the obligations created by Section 8.1 shall survive termination of this Agreement.

### **8.3 Public Liability and Property Insurance.**

(a) Each Party shall maintain in effect, at its own cost and expense, throughout the Term of this Agreement and any extensions thereof, the following insurance coverage provided either through a bona fide program of self-insurance, commercial insurance policies, or any combination thereof:

(i) Commercial general liability or public liability with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(ii) Auto liability including owned, leased, non-owned, and hired automobiles, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(iii) If a Party employs others in the performance of this Agreement, that Party shall maintain Workers' Compensation in accordance with California Labor Code section 3700 with a minimum of \$1,000,000 per occurrence for employer's liability, for the duration of time that such workers are employed.

(iv) All risk property insurance, excluding earthquake and flood, on all permanent property of an insurable nature in an amount sufficient to cover at least 100% of the replacement costs of said property. In any event, Carmel shall maintain property insurance coverage for all the real property, buildings, equipment and apparatus described in Exhibit A.

(b) All insurance required by this Agreement shall:

(i) Be placed (1) with companies admitted to transact insurance business in the State of California and with a current A.M. Best rating of no less than A:VI or with carriers with a current



A.M. Best rating of no less than A:VII; or (2) disclosed self-insurance with limits acceptable to the other Party.

(ii) Provide that each Party's insurance is primary and non-contributing insurance to any insurance or self insurance maintained by the other Party and that the insurance of the other Party shall not be called upon to contribute to a loss covered by a Party's insurance.

(c) Prior to January 1, 2012, each Party shall file certificates of insurance with the other Party evidencing that the required insurance is in effect.

#### **8.4 Workers' Compensation Insurance.**

(a) It is the intent of the Parties that each Party assumes its respective and proportionate liability for workers' compensation benefits as to existing and future injuries based on substantial medical evidence fairly and openly obtained, not engage in conduct that is designed to improperly transfer liability for workers' compensation benefits as between Monterey and Carmel, and to reduce unnecessary litigation regarding the apportionment of liability as between Monterey and Carmel whenever possible.

(b) The Parties recognize that the California Labor Code imposes certain limitations on the parties to a workers' compensation claim with respect to conducting discovery, including obtaining medical records, scheduling medical evaluations, and taking testimony by deposition. The Parties hereby agree to communicate with each other as to the need for the scope of such discovery and whenever possible, seek to reach an agreement regarding such discovery in order to fully protect their respective interests and reduce unnecessary litigation.

(c) Carmel currently has nine full-time Fire Department "safety" employees ("Current Employees") who may become Monterey Fire Department employees effective January 1, 2012 pursuant to Article VII of this Agreement. Monterey acknowledges that Carmel may have open workers' compensation claims for one or more of its Current Employees for which Carmel has accepted liability and is providing benefits. Carmel acknowledges the concern of Monterey that Carmel may offer to settle these claims by Compromise and Release, thereby releasing Carmel from any and all liability for further benefits and potentially shifting liability for further benefits to Monterey. The Parties agree that any Compromise and Release settlement after December 31, 2011, concerning any employee of Carmel affected by this Agreement will be governed by the terms and provisions of this Section.

(d) To address this concern, the Parties hereby agree that Carmel will not settle by Compromise and Release any existing claims for workers' compensation benefits unless five years from the date of injury has expired and the liability of Carmel for Labor Code §4850 temporary disability and permanent disability benefits is adjudicated, final and binding on Carmel and the employee. The Parties further agree that if Carmel and/or the employee desire to settle an existing future medical award once the five years have expired, Carmel will notify Monterey of the proposed settlement and provide the evidentiary basis for the settlement. Should a claim be filed by the employee against Monterey for the same body part, Carmel agrees that the issue of contribution for future medical exposure between Monterey and Carmel is not closed by the Order Approving Compromise and Release. In those cases where no prior Award exists between Carmel and the employee, Carmel warrants it will use best efforts to establish a level of permanent disability based upon the medical evidence in existence at the time of settlement. The Parties contemplate the possibility that additional money would be paid by Carmel to Monterey over and above the



consideration paid to the applicant in the Compromise and Release to compensate Monterey for potential future payments on behalf of the employee. If Carmel chooses not to settle future medical with the employee, the Parties agree to coordinate benefits should a claim be filed for the same body part against Monterey. The Parties shall follow the following procedure to resolve any contribution issue for workers' compensation benefits. It is the intent of this Section to provide fair apportionment of liability between the two cities so that there is no improper transfer of liability for workers' compensation benefits by Carmel to Monterey with a Compromise and Release:

(i) If Carmel settled its claim based on an Agreed Medical Evaluator ("AME") or Panel Qualified Medical Evaluator ("PQME") report and the same body parts are involved, Monterey and Carmel agree to return to the same AME or PQME and will seek agreement with employee's attorney. The cost of the evaluation shall be borne by Carmel and Monterey equally.

(ii) If the AME or PQME is not available due to death, retirement or no longer doing workers' compensation evaluations, Monterey and Carmel will seek agreement with employee's attorney for a new AME. The cost of the evaluation shall be borne by Carmel and Monterey equally.

(iii) If the Parties cannot agree on an AME, the Parties will follow Labor Code procedure for obtaining a QME. The cost of the evaluation shall be borne by Carmel and Monterey equally.

(iv) If the employee is not represented by an attorney, the Parties will return to the PQME if available. If a new PQME is required, Monterey and Carmel will notify the other party as to the PQME selected and the information being provided to the Qualified Medical Evaluator ("QME"), with input from both Parties as to the evaluation process. The cost of the evaluation shall be borne by Carmel and Monterey equally.

(v) If either or both Monterey or Carmel reasonably believes that its interest could not be fairly evaluated and protected by pursuing this procedure, they will notify the other party in writing of their objection to following the above procedure. If a medical legal exam is not possible, then the Parties agree to mutually choose a non-examining QME to resolve the apportionment dispute. The cost of the non-examining QME shall be borne solely by the objecting party.

(e) If a Carmel Fire Department employee ("Current Employee") with an existing claim sustains a new injury with Monterey that involves the same body part and medical treatment is required, Monterey and Carmel will seek to reach agreement apportioning liability for medical treatment as between Monterey and Carmel based on existing medical reports obtained by both Monterey and Carmel so that Monterey and Carmel continue to pay only their proportionate share of medical treatment. Any settlement with the employee shall include this agreement and both Carmel and Monterey will be a signatory to the settlement. If Carmel chooses not to settle future medical with the employee, the Parties agree to coordinate benefits should a claim be filed for the same body part against Monterey.

(f) Both Monterey and Carmel recognize that the Labor Code's limitations on medical evaluations may impact the ability of Monterey and Carmel to pursue a mutually agreed upon procedure for resolving apportionment of liability issues if an employee with an existing claim against Carmel files a new specific or cumulative injury claim against Monterey, a cumulative claim that overlaps Monterey and Carmel employment, or a new claim against Monterey and a Petition to Reopen the Carmel claim. Nevertheless,

Monterey and Carmel agree to pursue the following procedure to resolve the claims and fairly apportion liability as between Monterey and Carmel:

(i) If Carmel settles its claim based on an AME or PQME report and the same body parts are involved, Monterey and Carmel agree to return to the same AME or PQME and will seek agreement with employee's attorney. The cost of the evaluation shall be borne by Carmel and Monterey equally.

(ii) If the AME or PQME is not available due to death, retirement or no longer doing workers' compensation evaluations, Monterey and Carmel will seek agreement with employee's attorney for a new AME. The cost of the evaluation shall be borne by Carmel and Monterey equally.

(iii) If the Parties cannot agree on an AME, the Parties will follow Labor Code procedure for obtaining a QME. The cost of the evaluation shall be borne by Carmel and Monterey equally.

(iv) If the employee is not represented by an attorney, the Parties will return to the PQME if available. If a new QME Panel is required, Monterey and Carmel will notify the other party as to the PQME selected and the information being provided the QME, with input from both Parties as to the evaluation process. The cost of the evaluation shall be borne by Carmel and Monterey equally.

(v) If either or both Monterey or Carmel reasonably believes that its interest could not be fairly evaluated and protected by pursuing this procedure, they will notify the other party in writing of their objection to following the above procedure. If a medical legal exam is not possible, then the Parties agree to mutually choose a non-examining QME to resolve the apportionment dispute. The cost of the non-examining QME shall be borne solely by the objecting party.

(g) Monterey and Carmel acknowledge that delay in the provision of benefits, irrespective of the reason, may subject the party causing the delay to the imposition of penalties in accordance with Labor Code. Monterey and Carmel agree that liability for such penalties shall be the sole obligation of the party causing the delay. There is no joint and several liability as between Monterey and Carmel for such penalties.

(h) Monterey and Carmel agree to waive the statutory time frame for filing a request for contribution and/or reimbursement. A formal Petition for Contribution/Reimbursement need not be filed in order to pursue contribution/reimbursement as between the Parties. If the Parties cannot reach an agreement as to contribution/reimbursement, the issue will be submitted to an arbitrator in accordance with the procedures set forth in the Labor Code.

(i) Monterey and Carmel cannot foresee every issue or contingency that may arise in the course of a workers' compensation claim and that this Section may be deemed inadequate or legally insufficient to resolve every future issue. However, it is the intent of Monterey and Carmel to resolve the issues that do arise within the framework of this Section whenever possible and where not possible, within the spirit of this Section. The Parties agree to meet and confer to resolve differences. If that fails to resolve the dispute, the Parties agree to submit to arbitration on contract interpretation following the practices and procedures of the American Arbitration Association.

(j) The Parties understand that existing claims with Carmel may require the payment of temporary total disability/Labor Code §4850 to the claimant. Nothing in this agreement extinguishes the ongoing liability of Carmel for payment of those benefits. If any existing claim involves lost time, Carmel will continue to pay the temporary total disability/Labor Code §4850 consistent with the provisions of the Labor Code. Unless a new injury results during Monterey employment, Carmel will continue to have the temporary total disability/Labor Code §4850 responsibility on those existing claims.

**8.5 Immunity Preservation.** Nothing in this Agreement shall be read as waiving or limiting any defense to claims of liability otherwise available to fire personnel, and/or public employees, such as the defense of qualified immunity. Nothing in this Agreement shall be read as intending to create or creating a higher duty of care on the part of either Carmel or Monterey, or their officers, than would otherwise exist under existing law and the involved Party's own policies, practices, and procedures.

## **ARTICLE IX MISCELLANEOUS**

**9.1 Amendments to Agreement.** No part of this Agreement shall be altered or amended without written Agreement of the signatory Parties, except that the following sections of the Agreement may be amended by mutual written Agreement of the City Manager of Monterey and the City Administrator of Carmel:

(a) Section 4.2 – Duties of Monterey under this Agreement unless such amendment results in a substantive change in scope of services;

(b) Sections 6.1 and 6.2 relative to methodology used to establish fees for services and accounting procedures.

(c) Section 9.4 - Exhibits attached to and incorporated into this Agreement.

**9.2 Assignment.** The rights and obligations of the Parties under this Agreement are not assignable and shall not be delegated without the prior written approval of the Parties.

**9.3 Dispute Resolution.** The Parties recognize that this Agreement cannot represent a complete expression of all issues which may arise during the performance of the Agreement. Accordingly, Monterey and Carmel agree to meet and confer in good faith over any issue not expressly described herein to the end that Carmel will obtain the best Fire Services possible under the most favorable economic terms and that Monterey will be fairly and adequately compensated for the services it provides hereunder.

It is the Parties' intention to avoid the cost of litigation and to resolve any issues that may arise amicably if possible. To that end, the Parties agree to meet within ten (10) business days of a request made by the other Party in writing to discuss the issues and attempt to resolve the dispute. If the dispute is not resolved after that meeting, the Parties agree to mediate the dispute within 30 calendar days of the meeting or as soon thereafter as possible. The mediator will be chosen by mutual Agreement of the Parties. The costs of mediation will be borne by the Parties equally. No Party may initiate litigation prior to the conclusion of mediation. In any action brought under this Agreement, the prevailing Party shall be entitled to recover its actual costs and attorney fees pursuant to California Civil Code section 1717.

9.4 **Exhibits.** The following Exhibits are attached hereto and incorporated as if fully set forth herein:

Exhibit A: Carmel Facilities and Equipment Leased to Monterey. This Exhibit shall be updated at least annually to include any new real property, buildings, equipment and apparatus acquired since the previous version, and any real property, buildings, equipment, or apparatus no longer in service and used to provide services pursuant to this Agreement.

Exhibit B: Carmel Fire Ambulance Property Not Leased to Monterey. This Exhibit shall be updated at least annually to include any new property acquired since the previous version, and any property removed from service since the previous version.

Exhibit C: Budget Projection Model

Exhibit D: Class A Pre-Employment Medical Examination Requirements

Exhibit E: Waiver and Consent to Transfer

Exhibit F: Agreement between the City of Carmel, the City of Monterey, the Carmel Firefighters' Association and the Monterey Firefighters' Association

9.5 **Notices.** All notices required or permitted hereunder shall be deemed sufficiently given if delivered by hand, electronic mail, or by United States mail, postage prepaid, addressed to the Parties at the addresses set forth below or to such other address as may, from time to time, be designated in writing.

To Carmel: City Administrator  
City Hall  
Carmel-by-the-Sea, CA 93921

To Monterey: City Manager  
Monterey City Hall  
580 Pacific Street  
Monterey, CA 93940

\* \* \* \* \*

IN WITNESS WHEREOF, the Parties execute this Agreement hereto on the day and the year first written above.

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Donald Freeman, City Attorney, City of Carmel-by-the-Sea

By: \_\_\_\_\_  
Deborah Mall, City Attorney, City of Monterey



ADOPTED BY:

CITY OF CARMEL-BY-THE-SEA, A Municipal Corporation

By: \_\_\_\_\_ Date: 11/21/11  
Jason Stilwell, City Administrator

CITY OF \_\_\_\_\_, A Municipal Corporation

By: \_\_\_\_\_ Date: 11/22/2011  
Fre \_\_\_\_\_ Assistant City Manager

**Carmel Fire Station**  
Property & Equipment Inventory

**Exhibit A**

Location	Description	Condition
<b>Carmel Fire Station</b>	6th Street Between Mission & San Carlos Approx: Sq Ft. 6,600	Good
	Front Office/Reception	Good
	Copy/Supply Room	Good
	2 Offices	Good
	Work Bench	Good
	5 Bedrooms	Good
	Library/Sleeper Room	Good
	Kitchen	Good
	Day Room	Good
	Weight Room	Good
	Apparatus Bay	Good
	Utility Room/Compressor	Good
<b>Engine 7112</b>	<b>2000 E-One</b> Vin# 4EN3AAA8XY1001294 Lic. #1071522	Good
	1500 GPM Hale Single Stage QMAX 150-23 Pump	Good
	500 Gallon Water Tank	Good
	15 Gallon Class A Foam Tank	Good
	15 Gallon Class B Foam Tank	Good
	2 Wheel Chocks	Good
<b>Cab</b>	(2) ChimFex	Good
	Bullard Thermal Imaging Camera and Charger (1 Spare Battery)	Good
	(10) Road Flares	Good
	(4) Safety Vests	Good
	Stair Chair	Good
	Auto Pulse	Good
	(6) Electric Flares with Charging Case	Good

**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

	Axe with Scabbard	Good
	(3) Box Lights	Good
	18v Dewalt battery With Charger	Good
	(4) Intercom Headsets	Good
	(2) Handheld Stop Signs	Good
	Kodak Digital Camera with Charging Base	Good
	Map Books	Good
	(4) EMS Fanny Packs	Good
	Handheld Flashlight	Good
	Nextel Phone with Cradle and Charger	Good
	(2) 10lb. Dry Chem Extinguishers	Good
	Pick Head Axe	Good
	Gas Detector	Good
	Binoculars with Case	Good
	Garmin GPS	Good
	Hotstick Electrical Detector	Good
	Kestrel Weather Kit	Good
	Spotlight	Good
	(2) Radio Holders- Chest Mount	Good
	Knox Safe with Key	Good
<b>Compartment #1</b>	(2) 2 1/2" Fog Nozzle	Good
	2 1/2" Smooth Bore	Good
	100' - 5/8" Hose/Garden Hose Nozzle	Good
	1qt Motor Oil	Good
	"Hose Hook" Multi Tool	Good
	2 1/2" Strainer	Good
	Vaseline jar	Good
	Hand Whisp Broom	Good
	File	Good
	Allen Wrench	Good
	Black Marker	Good



**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

	Foam Nozzle Short/Long/"Bubble Cup"	Good
	15' 3" Supply Hose	Good
	Hose Roller	Good
	(1) Bag Light Sticks	Good
	Hydrant Wrench - Fixed & ratchet	Good
	Cellar Nozzle	Good
	5" - 2 1/2" Gated Wye	Good
	1 1/2" Gated Wye	Good
	2 1/2" - 1 1/2" Gated Wye	Good
	2 1/2" Gated Valve	Good
	1 1/2" Nozzle	Good
	4" - 5" Stortz	Good
	2 1/2" - 5" Stortz	Good
	(3) Wildland Tee's	Good
	(3) 1" Nozzles	Good
	SFFD Hydrant Spanner	Good
	1 1/2" - 1/2" Tip	Good
	(2) 5" Spanners	Good
	(3) 2 1/2" Spanners	Good
	Hose Clamp	Good
	1 1/2" Gate Nozzle	Good
	(2) Orange Straps	Good
	Carabiner with 11 Various Size Gaskets	Good
	2 1/2 inch - 5/8 inch Adapter	Good
	2 1/2" Male-Male	Good
	2 1/2" Cap	Good
	(2) 2 1/2" Female-Female	Good
	1 1/2" Female-Female	Good
	(2) 1 1/2" Male-Male	Good
	1 1/2" Cap	Good
	(6) 1 1/2 - 1" Reducer	Good
	(2) 1" - 5/8" Reducer	Good

**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

	(3) 2 1/2" - 1 1/2" Reducer	Good
<b>Compartment #2</b>	Tool Box	Good
	Lock Out Kit	Good
	Rescue Rope	Good
	Utility Rope	Good
	(2) Canteens	Good
	Wood Wedges	Good
	K - Tool	Good
	Bacharach Gas Analyzer	Good
	Small Water Key	Good
	A - Tool	Good
	Duck Bill Tool	Good
	(6) Water Sprinkler Stops	Good
	Hose Squeegee	Good
	Small Bolt Cutters	Good
	Large Bolt Cutters	Good
<b>Compartment #3</b>	Piercing Nozzle	Good
	Ram Fan	Good
	RIC Bag	Good
	(5) Traffic cones	Good
	Water Extinguisher	Good
	Bucket	Good
	Large Bolt Cutters	Good
	Small Bolt Cutters	Good
	Fire Line Tape	Good
	5 Gallon Bucket of Absorbent	Good
	Duck Tape	Good
	Caution Tape	Good
	Electrical Tape	Good
	(6) Pigtales	Good

**Carmel Fire Station**  
Property & Equipment Inventory

**Exhibit A**

	Junction Box	Good
	Large Area Search Bag	Good
<b>Compartment #4</b>	Manifold	Good
	25' 5" Jumper	Good
	50' 5" Jumper	Good
	Hudson Sprayer	Good
	(2) 2 1/2" Hose Spanners	Good
	(2) Stortz Spanners	Good
<b>Ladder Compartment</b>	Backboard	Good
	24' Ladder	Good
	14' Ladder	Good
	Attic Ladder	Good
	6' Pike Pole	Good
	10' Pike Pole	Good
<b>Compartment #5</b>	(1) Set Irons	Good
	Straight Pry Bar	Good
	Trumpet Pry Bar	Good
	Trash Hook	Good
	Dry Wall hook	Good
	Glass-Master Tool	Good
	(3) Hall Runners	Good
	(3) Salvage Covers	Good
	Water Squeegee	Good
	Hurst Portable Power Plant	Good
	Hurst Combi-Tool	Good
	Hurst Ram	Good
	(2) Salvage Bags	Good
	(2) Visquean Rolls	Good
	25' Hydraulic Line	Good
	C - Spine Bag	Good

**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

<b>Compartment #6</b>	Husqvarna 55 Chain Saw	Good
	Stihl MS 460 Chain Saw	Good
	Dewalt 18v. Reciprocating Saw	Good
	1qt Chain Saw Bar Oil	Good
	1 Gallon Fuel Can	Good
	Chain Saw Chaps	Good
	Stihl Spark Plugs	Good
	(2) Chain Saw Multi-Tools	Good
	Small Screw Driver	Good
	3.2oz 2Cycle Oil	Good
	Box of AA Batteries	Good
	(5) Sawzall Blades	Good
	(3) 110R Blades	Good
	156 R Blade	Good
	(2) Portable 110v Lights	Good
	(3) Head Lamps	Good
	Bag of Trash Bags	Good
	Roll of Toilet Paper	Good
<b>Compartment #7</b>	(4) Life Jackets (Manual)	Good
	Burn Kit	Good
	OB Kit	Good
	Comfort Blanket (Child)	Good
	50' Water Rescue Rope	Good
	Triage Bag	Good
	Red AED Bag	Good
	Blue Airway Bag	Good



**Carmel Fire Station**  
Property & Equipment Inventory

**Exhibit A**

	Orange Trauma Bag	Good
	"D" O2 Cylinder	Good
<b>Hose Bed Storage</b>	1200' 5" Hose	Good
	400' 2 1/2" Hose	Good
	(1) 2 1/2" x 200' Pre-Connect with 300 GPM Nozzle	Good
	(2) 1 1/2" x 200' Wildland Hose Packs with Nozzle & 1 1/2" x 1" Tee	Good
	(3) 1" x 100' Hose Roll	Good
	1 1/2" x 150' Hotel Pack with Nozzle & 2 1/2" x 1 1/2" Gated Wye	Good
	2 1/2" x 100' Hotel Pack	Good
	Wildland Fitting Bag	Good
	McCloud	Good
	Square Shovel	Good
	Spade	Good
	Portable Monitor with Smooth Bore Tips	Good
	Broom	Good
	Pulaski	Good
	Plastic Shovel	Good
	K.E.D.	Good
	(2) Wildland Backpack with Pumps	Good
	Set Air Splint	Good
	Hare Traction Splint	Good
<b>Engine 7113</b>	<b>1988 Beck</b> Vin# 11VVB864XKA000003 Lic.#E209232	Good
	Bell on bumper	Good
	Federal QZ Siren serial#2D26M88	Good
	Air Horn on roof	Good
	500 Gallon water tank	Good
	20 Gallon B foam tank	Good

**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

	Darley 1500 GPM single stage pump#75099	Good
	2 wheel chocks	Good
<b>Cab</b>	InTec Backup camera	Good
	Firecom intercom	Good
	(1) Kenwood Mobile	Good
	(2) Kenwood Portables	Good
	Federal Signal control+PA	Good
	RIC bag	Good
	(2) Streamlight light boxes	Good
	(1) Black Knight Pelican light	Good
	Carmel map book, Cypress map, Pre Plans, FOG	Good
	Supra Knox key holder and key	Good
	(2) Traffic Safety vests	Good
	(2) EMS fanny packs	Good
	(1) pair binoculars	Good
<b>Cab Rear</b>	(2) Interspiro SBCA's	Good
	(2) Kenwood Portables	Good
	(2) Streamlight light boxes and chargers	Good
	(2) Intercom Headsets	Good
	(2) Traffic Safety vests	Good
	(2) EMS fanny packs	Good
<b>EMS Compartment</b>	(1) Heartstart AED	Good
	(1) Water Jel Burn Kit	Good
	Burn Sheet	Good
	Suction	Good
	Stuffed Animals	Good
	Triage Kit	Good
	Med Bag	Good
	O2 ADJ Bag	Good

**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

	Auto Pulse Spares	Good
<b>Pump Panel</b>	Kenwood Mobile	Good
	Kenwood Speaker	Good
	2 1/2 male cap	Good
	2 1/2 to 1 1/2 reducer	Good
	1 1/2 cap	Good
	2 1/2 cap	Good
	Elkhart Piston intake Valve#086780	Good
<b>Engineer's Compartment</b>	4 NH to 5" Stortz	Good
	2 1/2 to 5" Stortz	Good
	(1) 2 1/2 double male	Good
	(2) 2 1/2 double female	Good
	(1) 1 1/2 double female	Good
	(1) 1 1/2 double male	Good
	(2) 2 1/2 to 1 1/2	Good
	(1) 1 1/2 to 1"	Good
	(1) 1 1/2 cap	Good
	(2) Allen wrenches	Good
	(1) Hydrant Ratchet	Good
	(1) Hydrant Wrench	Good
	(1) Rubber Mallet	Good
	(1) 4 1/2 NH to 5" Stortz	Good
	1 1/2 Woodster Brass Nozzle	Good
	(2) Forestry TEE's	Good
	(2) 2 1/2 Spanners	Good
	(2) 5" Spanners	Good
	(1) Elkhart 2 1/2 gate valve	Good
	(1) Turbo Jet 2 1/2 gate valve	Good
	(1) Flame Co. 1 1/2 Foam Nozzle 95 GPM	Good
	(1) Akron 2 1/2 play pipe	Good

**Carmel Fire Station**  
Property & Equipment Inventory

**Exhibit A**

	(1) Hasbra 2 1/2 gate valve	Good
	(3) sections pencil line	Good
<b>Top Left Compartment</b>	18 volt Dewalt sawsall	Good
	18 volt battery and charger	Good
	(1) tool box	Good
	(1) Res. Water key	Good
	(3) Pigtail connectors	Good
	(1) 18" bolt cutter	Good
	(1) box ChimFex	Good
	(4) Road Flares	Good
	(1) Hay Hook	Good
	(1) Glass Master Saw	Good
	(3) rolls Fire Tape	Good
	(1) CO Detector	Good
	(1) Hose Roller	Good
	(1) Canteen	Good
	(6) Power Flares in case	Good
	Extra saw blades	Good
	(1) Ear Protection	Good
	(1) 2 1/2" x 1 1/2" WYE	Good
	(1) 25ft. Extension cord	Good
	(1) A-Tool	Good
<b>Top Back Left # 3</b>	(3) Intersipiro SCBA's	Good
<b>Left Rear Lower</b>	(1) Smoke Ejector	Good
	(1) Ferno Vac Splint	Good
	(1) 3" Jumper Hose	Good
	(1) Resque Disc	Good
	(2) Stop/Slow signs	Good



**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

	1 Gal. Bleach	Good
<b>On Top Left</b>	D Handle Trash Hook	Good
	(1) Extension	Good
	(1) 6' Pike Pole	Good
	(1) 8' Pike Pole	Good
<b>Back</b>	(1) Water Extinguisher and Bracket	Good
	(4) 5" Spanner Wrenches and Brackets	Good
	(1) 2 1/2 Cap	Good
	(1) Pick Head Axe and Bracket	Good
	(1) Dry Chem Extinguisher and Bracket	Good
<b>Left Rear Compartment</b>	C-Spine	Good
	(2) Hare Traction Splints	Good
<b>Right Rear Compartment</b>	Backboard	Good
<b>Rear Compartment</b>	(1) 25' of 5" Hose	Good
	(1) 50' of 5" Hose	Good
	(2) 2 1/2 Spanners	Good
	(2) 5" Spanners	Good
	(1) Manifold with Reliet	Good
	(1) Herbert Clamp	Good
	(1) Hydrant Wrench	Good
	(9) Traffic Cones	Good
<b>Right Rear Compartment</b>	(2) Salvage Covers	Good

**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

	(2) Hall Runners	Good
	(1) Debris Bag	Good
	(1) Stair Chair	Good
<b>Right Top Rear #7</b>	(1) Pry Bar	Good
	(1) Set Irons	Good
	(1) Truck Belt with Axe	Good
	(1) McCloud	Good
	(1) Sweep Broom	Good
	(1) Long Bolt Cutter	Good
	(1) Squeegee	Good
	(1) Res Water Key	Good
	(1) Brush hook	Good
	(1) Square Shovel	Good
	(1) Hedge Shear	Good
<b>Top Right Front #8</b>	(1) Chain Saw Tool Kit	Good
	1 Gal. Gas Can	Good
	(2) Portable Halogen Scene Lights	Good
	(1) Stihl 044	Good
	(1) Qt. Bar Oil	Good
<b>On Top Right Compartment</b>	(1) 24' Extension Ladder	Good
	(1) 14' Roof Ladder	Good
	(1) 10' Attic Ladder	Good
<b>Right Bottom Front #10</b>	(1) Large Area Rope Bag	Good
	(1) Utility Rope	Good

**Carmel Fire Station**  
Property & Equipment Inventory

**Exhibit A**

	(1) Rescue Rope with Pulley's, 8 Plate Webbing Ect.	Good
	(1) Rescue Disc	Good
<b>Right Pump Panel</b>	(1) Elkhart Piston Intake #087020	Good
	5" NH to 5" Stortz 30 Degree Elbow	Good
	5" Stortz Cap	Good
	2 1/2 to 1 1/2	Good
	(1) 2 1/2 Cap	Good
	(1) 2 1/2 Plug	Good
	(1) 1 1/2 Cap	Good
<b>Compartment #11</b>	(1) CO2 Extinguisher	Good
	(1) O2 Cylinder	Good
<b>Top</b>	(2) 1500 Watt Telelights	Good
	(1) 5000 Watt Honda Generator	Good
	(1) Base for Monitor	Good
	(1) Gas Can	Good
	(1) 5 Gal. Absorbent	Good
	(1) Galvanized Bucket	Good
	(2) Zoots Cord Reels	Good
	(1) Loo Portable Cord Reel	Good
	(1) Stacked Tips	Good
	(1) Elkhart 8297 Monitor	Good
<b>Hose Bed Storage</b>	Brass Bag	Good
	(2) Forestry Shovels	Good
	(3) Sections 1" Hose 100'	Good

**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

	(1) Halogen Light with Tripod	Good
	(1) Sweep Broom	Good
	(2) Wild Land Packs	Good
	(1) Hotel Pack with Gated Wye+Nozzle	Good
	(1) D Handle Scoop Shovel	Good
<b>Command 7101</b>	<b>1998 Ford Expedition</b> Vin #1FMPU18L6WLB15518 Lic. #1013640	Good
<b>Cab (Front)</b>	Carmel Valley Map Book	Good
	2008 ERG	Good
	Monterey Bay Thomas Map Book	Good
	Mobile/Portable Book	Good
	CA Thomas Map Book	Good
	(4) Power Flares	Good
	(1) Set City Keys	Good
	FOG Manual (Glove Box)	Good
	Vehicle Warranty (Glove Box)	Good
	Garmen Hand Held GPS (Glove Box)	Good
	Nextel I58 Cell phone	Good
<b>Cab (Rear)</b>	EMS Fanny Pack	Good
	Life Jacket	Good
	(2) Traffic Safety Vests	Good
	Burn Kit	Good
	(2) Wool Blankets	Good
	Suction Unit	Good
	Triage Kit	Good
	Ric Bag (CBS #4)	Good



**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

	Trauma Bag	Good
	Oxygen with NRM	Good
	Rope Drop Bag	Good
	Interspiro SCBA	Good
	Orange Box Light	Good
	Fire Shelter	Good
	Belt Weather Kit	Good
	(5) ICS Vests	Good
	Roll Caution Tape	Good
	(5) Fusee's	Good
	AM/FM Portable Radio	Good
	5lb Dry Chemical Extinguisher	Good
	Command Box with Assorted Forms, Utensils, ICS Situation Board	Good
	Slow/Stop Sign	Good
	Vehicle Tow Strap	Good
<b>Utility 7191</b>	<b>2011 Ford F350 Vin IFD8W3B63BEA63387</b>	Good
<b>Cab (Driver Side)</b>	Carmel City yard remote	Good
	Dial Lock with Knox Key	Good
<b>Cab (Center Consol)</b>	Carmel City Map	Good
	TirePressure Monitoring System Reset	Good
	Tire Deflators	Good
	Keys- 2008,2507,035	Good
	ERG	Good
	Field Operations Guide	Good
	Kenwood Radio Info	Good

**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

<b>Cab (Passenger Side)</b>	Kenwood Portable TK 5210 with Charger	Good
<b>Cab (Glove Box)</b>	Registration	Good
	Owners Manual	Good
	Spare Tire lock key	Good
	Wiring harness for hitch	Good
<b>Compartment #1</b>	ABC Fire Extinguser	Good
	Air Cylinder	Good
	Adjustable Wrench	Good
	Air Fill Hoses	Good
	Stokes Harness	Good
	Low Angle Pre Rig	Good
<b>Compartment #2</b>	Blackhawk Rescue Set	Good
	Rags	Good
<b>Compartment #3</b>	Sump Pump	Good
	Honda EX650 Generator	Good
	100' Power Cord Reel	Good
<b>Compartment #4</b>	4x2 Hose Straps	Good
	(2) Utility Straps	Good
	Webbing	Good
	(2) Fire Line Tape Rolls	Good
	Yellow Extension Cord	Good
	Adjustable Hydrant Wrench	Good

**Carmel Fire Station**  
Property & Equipment Inventory

**Exhibit A**

	Tomahawk Gas Water Wrench	Good
	Spanner	Good
	10" Adjustable pipe wrench	Good
	35' Plastic Cord Reel	Good
<b>Compartment #5</b>	Gas Can	Good
	Chain with tow hook	Good
<b>Compartment #6</b>	Pick Headed Axe	Good
	(2) Squeegy	Good
	hook	Good
	Plastic Roll	Good
	Pry bar	Good
<b>Compartment #7 (EMS)</b>	Suction	Good
	Gloves	Good
	Triage Bag	Good
	(1) PFD	Good
	Hydrant Wrench	Good
	EMS Bag	Good
	Burn Kit	Good
	Tool Box	Good
<b>Compartment #8</b>	Stapler	Good
	Hitch Pin	Good
	Tow Strap	Good
	Battery Cables	Good
	(2) Squeegy Handles	Good

**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

	Plastic Roll	Good
	Pry Axe	Good
	Shovel	Good
<b>BED</b>	Hilift Jack	Good
	Stokes with Backboard	Good
<b>Engine 7111</b>	2010 Pierce VIN# 4P1CS01A19A009612	Good
<b>CAB Engineer Side</b>	Bay Door Opener	Good
	City Yard Opener	Good
	Laminated City Map	Good
	7111 Repair Record and Log	Good
	7111 Insurance and Registration	Good
	Water behind seat	Good
	Multi Gas Entry RAE	Good
	Streamlite LiteBox	Good
	Irons with K-Tool	Good
	Map Books in over head compartment	Good
<b>CAB Captain Side</b>		
	Traffic Safety vest	Good
	Black Knight Flash light	Good
	Spot Light	Good
	Nextel Phone	Good
	MDC with Mount	Good
	Hot Stick	Good
	8-20x50mm Binoculars	Good



**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

	Kestrel Weather Kit	Good
	GPSMap 76	Good
	Bullard Personal TIC with charger	Good
	Streamlite LiteBox	Good
	Road Flares with charger	Good
<b>Cabinet</b>	ResQ Disc	Good
	(4) PFD	Good
	50' Rescue Water Rope	Good
	(6) Power Flares in case	Good
	Pelican 9430 RALS Area Lighting	Good
	Danger Tape	Good
	Caution Tape	Good
	Power Bars	Good
<b>Backboard Compartment</b>	Backboard	Good
	Rubbage Hook	Good
	Broom	Good
	Foam Inductor	Good
<b>Crosslay Bed</b>	400' 1 3/4	Good
<b>Compartment 1</b>	2 1/2" by 1 1/2" gated Y (NS)	Good
	2 1/2" Strainer (NS)	Good
	2 1/2" combi nozzle Select-o-matic	Good
	1 1/2" combi nozzle bubble cup 20-60 gpm	Good
	LDH hose mover (yellow)	Good
	Wildland hose roller	Good
	1 1/2" foam nozzle short 80 gpm (flameco aspirvent)(NH)	Good
	1 1/2" foam nozzle long (flameco aspirvent)(NH)	Good

**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

	Air hose nozzle 90 psi max	Good
	1 1/2" by 1 1/2" gated Y	Good
	1" foam flow nozzle 10 gpm max (NH)	Good
	1 1/2" foam flow nozzle 35 gpm max (NH)	Good
	100' x 3/4" pencil line	Good
	1 1/2" wildland T's w/ 1" mop up (NPSH)(FSS COMP)	Good
	1" combi wildland nozzle	Good
	1 1/2" combi wildland nozzle	Good
	Waijax field clamp	Good
	3/4" combi brass nozzle	Good
	1 1/2" straight stream nozzles (NH)	Good
	1" straight stream nozzles (NPSH)	Good
	2 1/2" to 3/4" reducer (NH)	Good
	1 1/2" to 1 1/2" redhead extension (NH)	Good
	1 1/2" redhead double female (NH)	Good
	1 1/2" redhead double male (NH)	Good
	1 1/2" brass double male (NH)	Good
	1 1/2" to 1" redhead reducer (NH)	Good
	1" NPSH to 1" NH adapter	Good
	1" NPSH to 3/4" NH reducer	Good
	3/4" brass adapter	Good
<b>Compartment 2</b>	A-Tool with 5lb Sledge	Good
	36" Bolt cutters	Good
	Stop sign	Good
	Duck Bill tool	Good
	Milwaukee Receprocating Saw	Good
	Trumpet Bar	Good

**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

	10lb Sledge	Good
	Jumper Cables	Good
	Sprinkler Stops	Good
	Chimfex	Good
	Piercing nozzle	Good
	Vetter Lift Control Box	Good
	1 ton Bag	Good
	10 ton bag	Good
	27 ton bag	Good
	Air Hose	Good
	Hydrolic hose	Good
	Small Bolt Cutters	Good
	Large Bolt Cutter	Good
	Hose roller	Good
	Elevevator Key	Good
	Big Easy Lockout kit	Good
	Water Key	Good
<b>Compartment 3</b>	Water Can 2.5 gallon	Good
	ABC Extinguisher 20lbs	Good
	Sump Pump	Good
	Hudson Sprayer	Good
	Honda 5.5 GX 160 Ram Fan	Good
	5 Safety Cones	Good
	Pig Tails	Good
	Tool Box	Good
	Stihl MS 460 Chain saw	Good
	Stihl 0440 Chain saw	Good

**Carmel Fire Station**  
Property & Equipment Inventory

**Exhibit A**

	Gas can	Good
	150' 1/2" Utility Rope	Good
	Chain saw chaps	Good
	Fire Tape	Good
	Water	Good
	Vacuum Splints	Good
	Edge protector	Good
<b>Compartment 4</b>	Manifold	Good
	25' 5" Jumper	Good
	50' 5" Jumper	Good
	(2) 2 1/2 Hose Spanner	Good
	(2) Stortz Spanner	Good
	200' electrical cord on reel	Good
<b>Ladder Compartment</b>	24' Ladder	Good
	14' Ladder	Good
	10' Attic Ladder	Good
	6' Pike	Good
	8' Pike	Good
	8' Pike	Good
<b>Compartment 5</b>	RIC Bag	Good
	200' 1/2" Large Area Search Bag	Good
	Portable Utility Lights	Good
	Debris Bag	Good
	Extension Cord	Good
	Junction Box	Good



**Carmel Fire Station**  
Property & Equipment Inventory

**Exhibit A**

	Air Chisel Box	Good
	Salvage Covers	Good
	Hall Runner	Good
	Circular Saw with Blades	Good
	Fuel	Good
	Generator for Jaws	Good
	Glas Cutter	Good
	Small and Large Rams	Good
	Mechanical Ram	Good
	Combi Tool	Good
<b>Compartment 6</b>	SCBA with rope bag	Good
	TIC	Good
	Hand Lite	Good
<b>Compartment 7</b>	Auto Pulse	Good
	Stair Chair	Good
	Carry all	Good
	KED	Good
	BLS Bag	Good
	Suction	Good
	Auto Pulse Harness	Good
	MCI Kit	Good
	O2 Airway adjunct bag	Good
	C-Spine Kit	Good
	OB Kit	Good
	Burn Kit	Good

**Carmel Fire Station**  
Property & Equipment Inventory

**Exhibit A**

TOP	Stack of Straight Stream Nozzels	Good
	Monitor Base	Good
	Drip Torch	Good
	Black Step Cribbing	Good
	RPM	Good
	200'x1/2" Rescue Rope	Good
	Belay Harness	Good
	(3) Rescue 42's	Good
	Rescue 42 utility bag	Good
	150' x 1/2" Utility Rope	Good
	Pulaski	Good
	Brush Hook	Good
	Shovel Spaid	Good
	Shovel Square	Good
	Forestry Shovel	Good
	Mcloed	Good
	100'x 3/4 pencil line	Good
	100'x1" Lateral line	Good
	Piss pump	Good
	200'x 1 1/2" ready rolls	Good
	Adapter Bag	Good
	Squeege	Good
	Broom	Good
	Shovel	Good
	150' x 2 1/2 Hotel Pack	Good
	200' x 1 3/4 Hotel Pack with gated Y	Good
	350' x 1 3/4 Multi Footage	Good
	1000' x 5" Supply	Good

**Carmel Fire Station**  
Property & Equipment Inventory

**Exhibit A**

	200' x 2 1/2" Attack	Good
	400' x 2 1/2 Supply with double female	Good
	10' x 2 1/2 suction	Good
<b>Front Office/Reception</b>	2 Arm Chairs	Good
	1 Two Door Cabinet	Good
	1 Paper Shredder- Fellowes	Good
	1 Five Drawer Front Desk	Good
	1Four Door Desk Hutch	Good
	2 Rolling Desk Chairs	Good
	1 Floor Safe- Sentry	Good
	2 Desktop Organizers	Good
	1 Monitor Riser	Good
	Canon Powershot A490	Good
	Regency Scanner	Good
	Motorola DeskTrac w/ Ext Mic	Good
	Motorola Base Radio	Good
	(2) Avaya Multiline Phone	Good
	HP Laser Jet CP 1025nw Color	Good
	HP Office Jet 6500A Plus	Good
	Optima Grip Electric Stapler	Good
	Large Clock	Good
	OPI UPS	Good
	APC Surge/UPS	Good
	Small White Board	Good
	Small Corkboard	Good
	At a Glance Planner	Good

**Carmel Fire Station**  
Property & Equipment Inventory

**Exhibit A**

	Magazine Holder	Good
	1 Computer Monitor- Impression	Good
	1 Computer Tower- HP	Good
	1 Computer Keyboard and Mouse- HP	Good
	1 Multi-Function Laser Printer- Brother	Good
	Small Garbage Can	Good
	2 Stand Up Files	Good
	(3) Large City Maps	Good
	Dalmation Print	Good
	1 Wireless Router- Linksys	Good
	(2) Antique Fire Trucks	Good
	Wood Fire Truck	Good
	(3) Antique Brass Straight Stream Nozzles	Good
	Black Antique Fire Helmet	Good
	(1) Small Floor Safe- Sentury	Good
<b>Copy/Supply Room</b>	GBC paper cutter	Good
	(2) Cobra Chargers	Good
	(4) Cobra Blue Micro Talk	Good
	Pencil Sharpener	Good
	Corner Rounder cutter	Good
	(2) Motorola Nextel Phones	Good
	3 Hole Punch	Good
	2 Hole Punch	Good
	Stapler	Good
	Brother Label Maker	Good
	1 Four Drawer File Cabinet	Good
	1 Multi-Function Copier- Canon	Good
	1 Vacuum- Dyson DC07	Good



**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

	1 Three Shelf Unit	Good
	1 Six Shelf Unit	Good
	1 Three Drawer File Cabinet	Good
	1 Two Door Cabinet	Good
	1 Laminator- IBICO	Good
	1 PSAP Printer- OKIDATA	Good
	(3) Shelving Units	Good
	(1) U Shaped Computer Desk	Good
	(3) Rolling Desk Chairs	Good
	(3) 4 Drawer File Cabinets	Good
<b>Utility Room</b>	Mop Bucket	Good
	(2) Mops	Good
	RAE System Calibration Kit	Good
	Interspiro Repair/Tool Box	Good
	(2) Cases Spare Interspiro SCBA Parts	Good
	Qualitative SCBA Fit Test Kit with Irritant Smoke	Good
	(3) Laerdal Portable Suction	Good
	Welch/Allyn Battery Charger with 3 Spare Batteries	Good
	Physio Control Battery Charger with 4 Spare Batteries	Good
	Auto Pulse Battery Charger with 1 Spare Battery	Good
	(2) Small Wood Ladders	Good
	(2) Large Push Brooms	Good
	(2) Wet Floor signs	Good
	(2) Small Blue Floor Brooms	Good
	Car Washing Mop	Good
	Dust Pan	Good
	Dust Broom	Good
	Window Squeegee	Good
	Hand Sweeper	Good
	(2) Plastic Garbage Cans	Good

**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

	Main Water Key	Good
	FireCom Cloth Headsets	Good
	(25) Towels	Good
	(2) Blow Dry/Heat Guns	Good
	(8) DC Smoke Detectors "New"	Good
	(1) Set of Wire Stripping Tools	Good
	(2) Long Handle Vehicle Washing Brushes	Good
	(2) Wet Mops	Good
	(2) Squeegee's	Good
	(5) Hard Brooms	Good
	(2) Push Brooms	Good
	(1) Set Vehicle Detailing/Cleaning Supplies	Good
	(3) A Frame Ladders 6',8',10'	Good
	125psi Shop Air Compressor	Good
<b>Work Bench</b>	Fuller Vise	Good
	Baldor/Grinder/Butter	Good
	64 Drawer Container Assorted Nuts & Bolts	Good
	44 Drawer Container Assorted Screws 7 Fittings	Good
	(10) Trays Assorted Nuts 7 Bolts	Good
	(35) Cans Carb Cleaner	Good
	(12) Cans Assorted Spray Lubricant	Good
	(9) Cans Assorted Spray Paint	Good
	Battery Charger (12/c Volt)	Good
	Sodering Gun and Tips	Good
	Nutcert Gun and Case	Good
	Assorted O-Ring Kit	Good
	Chain Saw Tool kit	Good
	Rivel Gun and Case	Good

**Carmel Fire Station**  
Property & Equipment Inventory

**Exhibit A**

	Drip Torch	Good
	1/2 Gallon Fuel Can	Good
	(5) Funnels	Good
	Hanging Scale	Good
	Zofi Cord Reel	Good
	Propane Torch	Good
	Assorted Coolant, O2, ATF, Ect.	Good
	Electrical Connector Kit	Good
	Stihl 044 Chainsaw	Good
	1/2" Corded Drill	Good
	14.4v Cordless Dewalt Drill with 2 Batteries and Charger	Good
	(3) Double Jacket Hose Clamps	Good
	(2) Spanner Wrenches	Good
	Measuring Wheel	Good
	TFT Mid Force Nozzle	Good
	Difuser	Good
	(2) 4 PCT x 4 NHM	Good
	(2) 2.5" NH x 4 NHM	Good
	(2) 4.5" NH x 4 NHM	Good
	(2) Gated Wyes 2.5 x 1.5 1.5	Good
	(2) Forestry Tee's	Good
	1" Elkhart 100gpm Fog Nozzle	Good
	Dewalt 12v Charger	Good
	(3) Kenwood Portable Chargers	Good
	(4) 7" Tie Off Extensions	Good
	4" Diamond Blade	Good
	(2) Grease Guns	Good
	Chaulking Gun	Good
	(4) Monkey Wrenches	Good

**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

	(6) Hammers	Good
	(2) Rubber Mallets	Good
	24" Level	Good
	Combination Square	Good
	Hack Saw	Good
<b>Tool Box</b>	Staple Gun	Good
	(6) Screw Drivers	Good
	C-Clamp	Good
	Adjustable Wrench	Good
	(4) Cutting Wheels for TS 360	Good
	Drawer with Assorted Air Tools and Fittings	Good
	Drawer with Assorted Files, Chisels, and Punches	Good
	Drawer with Assorted Drill Bits and Taps	Good
	Drawer with Assorted Electrical Testing Equipment	Good
	Tool Box	Good
	1/4 + 3/8 Socket Set	Good
	(2) Tape Measures	Good
	(1) Bag Fire Extinguisher Labels and Ties	Good
	(1) Fire Extinguisher	Good
	Drawer of Assorted Socket Sets 1/4-1/2	Good
	(1) Set 10 Piece SAE Box Wrench	Good
	(5) Adjustable Wrenches	Good
	(2) Offset Box Wrenches	Good
	(1) Set Small Box Wrenches	Good
	(1) Set Metric Box Wrenches	Good
	Ratchet Box Wrenches	Good
	Drawer of Assorted Pliers, Cutters, and Wire Cutters	Good
	Drawer of Assorted Screw Drivers and Allen Wrenches	Good
	Drawer of Electrical Wire and Fittings	Good
	(3) Black Knight Flashlights	Good
	(2) Head Lamps	Good



**Carmel Fire Station**  
Property & Equipment Inventory

**Exhibit A**

	(2) Oil Filter Wrenches	Good
	Tire Plug Kit	Good
	(1) Set Deep 3/8 Sockets	Good
	(4) Tie Down Straps	Good
	1/2 Ratchet	Good
	Offset 3/8 Drive Ratchet	Good
	Extension Magnet	Good
	Pry Bar	Good
	3/8 Socket Set	Good
	Box Wrench Set	Good
	in/lb Torque Wrench	Good
	ft/lb Torque Wrench	Good
	(2) Sections Air Hose	Good
	Creeper	Good
	Valve Stem Repair Kit	Good
	Engraver	Good
	1923 Magweto	Good
<b>Weight Room</b>	Kohler 50 Power Station	Good
	Bauer Unicus III Total System Compressor	Good
	6' Werner Ladder	Good
	8' Werner Ladder	Good
	10' Werner Ladder	Good
	Safe-T-Rack System	Good
	(2) Carry Dummies	Good
	Olympic Barbell 45lbs.	Good
	(4) Smith Attachments	Good
	Smith Machine Rack	Good
	Combination Bench	Good
	(2) 5lb Dumbbells	Good
	Lat Pull Down Combination Machine	Good
	AB Roller	Good

**Carmel Fire Station**  
Property & Equipment Inventory

**Exhibit A**

	Nautilus Elliptical Machine	Good
	(2) Adjustable Dumbbells and Rack	Good
	15lb Kettle bell	Good
	20lb Ketten bell	Good
	2 Bar	Good
	(2) Lat Bars	Good
	Small Straight Bar	Good
	Olympic Straight Bar	Good
	(5) Set Weight Barbells: 80,75,70,65,60	Good
	Nautilus Weight Tree	Good
	(4) 45lb Plates	Good
	(2) 25lb Plates	Good
	(2) 35lb Plates	Good
	(2) 10lb Plates	Good
	(4) 5lb Plates	Good
	(2) 2 1/2lb Plates	Good
	(4) Plastic Collars	Good
	(2) Metal Collars	Good
	Preacher Curl Attachment	Good
	Tomahawk Matrix Bike	Good
	Bowflex Adjustable Weights	Good
	Tuffstuff Multi Function Home Gym	Good
<b>Kitchen</b>	Microwave	
	Toaster	Good
	(21) Coffee Mugs	Good
	Coffee Maker	Good
	(2) Coffee Pots	Good
	(20) Pots and Pans	Good
	(5) Broiler Pans	Good
	(3) Racks	Good

**Carmel Fire Station**  
Property & Equipment Inventory

**Exhibit A**

	(78) Plates and Bowls	Good
	(28) Glasses	Good
	(7) Big bowls	Good
	Blender	Good
	Knife Block	Good
	(4) Cutting Boards	Good
	Dish Drainer	Good
	Ice Cream Maker	Good
	(2) Crock Pots	Good
	Rice Maker	Good
	NXR 4 Burner Stove	Good
	GE Profile Dishwasher	Good
	Bunn Axiom-DV-3 Coffee Maker	Good
	JA Henckels Knives	Good
	Food Processor	Good
	(200) Utensils/Silverware	Good
	(10) Pot Holders	Good
	(7) Cookie Sheets	Good
	Table	Good
	(5) Chairs	Good
<b>Day Room</b>	(7) Rolling Chairs	Good
	(4) 6 Foot Tables	Good
	(17) Chairs	Good
	Leather Couch	Good
	(5) Recliners	Good
	2 Door Cabinet	Good
	California Flag and Pole Set	Good

**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

	American Flag and Pole Set	Good
	Wall Clock	Good
	Wood Square Table	Good
	Intercom Phone	Good
	RCA Cordless Phone	Good
<b>CPR Room</b>	(13) CPR Posters	Good
	(8) CPR Manikins	Good
	(5) Infant Manikins	Good
	Box of Assorted Pocket Masks/Manikin Supplies	Good
	(2) Boxes of Manikin Faces	Good
	(3) AED Trainers	Good
	Projector	Good
	(2) Speakers	Good
	Laptop	Good
	(8) Poster Size Paper Pads	Good
	Quill Lamp	Good
	(15) CPR Manuals	Good
	Box of Misc. CPR Information	Good
	Training OB Kit	Good
	Box of Child/Infant BVM's	Good
	Box of Adult BVM's	Good
	Autopulse Training Band	Good
	Black Leather Laptop Bag	Good
<b>Captain's Bedroom</b>	Twin Bed (Mattress/Box Spring)	Good
	Desk with Shelf Over	Good
	Lamp	Good



**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

	Desk Chair	Good
	Armoire	Good
	PSAP 911 Phone System	Good
	Intercom Phone	Good
	Lamp	Good
<b>Engineer's Bedroom</b>	Twin Bed (Mattress/Box Spring)	Good
	Desk with Shelf Over	Good
	Lamp	Good
	Desk Chair	Good
	Armoire	Good
	RCA Cordless Phone	Good
	Intercom Phone	Good
<b>Firefighter's Bedroom</b>	Rolling Desk Chair	Good
	TV	Good
	Intercom Phone	Good
	Metal Cabinet with Drawers	Good
	Lamp	Good
	Twin Bed (Mattress/Box Spring)	Good
	Desk	Good
<b>Paramedic's Bedroom</b>	File Cabinet	Good
	Trash Can	Good
	Lamp	Good
	Intercom Phone	Good
<b>EMT's Bedroom</b>	Wood Armoire	Good

**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

	Metal Armoire	Good
	Floor Heater	Good
	TV	Good
	3 Drawer File Cabinet	Good
	Lamp	Good
	Wall Clock	Good
	Rolling Desk Chair	Good
	Bed Box/Frame	Good
	- Trash Can	Good
<b>Bathroom</b>	One Each Wood Two Door Cabinet	Good
<b>Library/Sleeper Room</b>	Upright Cabinet	Good
	(5) Plastic Rolling Chairs	Good
	(2) Rolling Desk Chairs	Good
	(2) 4x2 Tables	Good
	(2) Counters (White)	Good
	Flag	Good
	Easel	Good
	Training Books/Videos	Good
	(2) Murphy Beds (Mattress/Box)	Good
<b>Vista Lobos (Upper)</b>	(2) E-One Sliding Compartment Shelves	Good
	American LeFrance Bell	Good
	(4) Spanner Holders	Good
	Stortz 5 inch/2.5 inch Female	Good
	(2) 2.5 inch Double Male	Good
	Brass Play Pipe Ball Shut Off	Good

**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

	1 inch Smooth Boretip	Good
	(2) 2.5 inch Double Female	Good
	(2) 1.5 inch Double Female	Good
	(2) 1.5 inch Caps	Good
	5 inch Stortz by 4 inch Hydrant	Good
	Lowell Ratchet Hydrant Wrench	Good
	(7) 1.5 inch Elkhart Nozzles	Good
	Celar Nozzle 2.5 inch	Good
	3 inch Inline Gate Valve	Good
	1.5 inch Double Male	Good
	CO2 Extinguisher Bracket	Good
	(2) Hose Spanners	Good
	(3) 1.5 inch TFT Fog Nozzles	Good
	(2) External Pressure Gauges	Good
	Box of Assorted American LeFrance Brackets	Good
	(1) TFT Pistol Grip 1.5 inch	Good
	Box of Assorted Smooth Bore Tips	Good
	MSA Porta Power Rescue Set	Good
	Salvage Cover	Good
	(3) 6 inch Pump Inlet Dead Caps	Good
	3.5 inch NH Adapter with 5 inch Deep Cap	Good
	Elkhart 2.5 inch Fog Nozzle	Good
	6x4 inch Steamer Adapter	Good
	5x4 inch Steamer Adapter	Good
	6x2.5 inch Steamer Adapter	Good
	2.5 Quick Coupler	Good
	2.5 inch Inline Exposure Nozzle	Good
	6 inch x 4 inch Steamer Adapter	Good
	(2) 5 inch Stortz Dead Caps	Good

**Carmel Fire Station**  
Property & Equipment Inventory

**Exhibit A**

	(2) 110v Circle D Porta Lamp	Good
	(2) 6 inch x 5 inch	Good
	6 inch Hand Suction Strainer	Good
	2.5 x 15' Hydrant Hose	Good
	Squeegee Head	Good
	2.5 x 5 inch 30degree Elbow	Good
	(2) Hydrant Wrenches	Good
	Box of Assorted 2.5 inch Brass fittings	Good
	3 inch Pump Discharge Valve	Good
	5.5 inch Dead Cap	Good
	5.5 x 4 inch Adapter	Good
	1000gpm Master Stream Fog Nozzle	Good
	(2) 2.5 x 1.5 Gated Y	Good
	2.5 inch Siamese	Good
	(2) 2.5 x Stortz 30degree Elbow	Good
	1.5 Gated Y	Good
	Stream Strainer	Good
	4 inch Strainer	Good
	3 inch Strainer	Good
	(2) Crown Coach Steps	Good
	(2) Rope Bags	Good
	(2) Rope Hose Pulls	Good
	(2) Hose Straps	Good
	Rope Fid Kit	Good
	Heavy Wheel Wrench Kit	Good
	Pair Linemans Gloves	Good
	(2) Pairs of Asbestos Gloves	Good
	Box of Assorted Ball Valve Repair kit	Good
	(2) 5 Gallon Plastic Buckets	Good
	1.5 inch 50' Double Jacket Hose	Good
	Trailer Light Kit	Good
	(3) Plymouth Spare Exhaust Grabbers	Good

**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

	3 inch Hose Clamp	Good
	500w Scene Light	Good
	(2) Crown Coach Grabber Bars	Good
	35' Section Hydraulic Hose	Good
	(7) SCBA Brackets	Good
	(4) ISI SCBA Packs with Cylinders	Good
	(6) ISI Cylinders	Good
	2 x 100' Cord Reels	Good
	1 x 50' Cord Reels	Good
	Piston Latela Valve	Good
	Manifold Valve	Good
	Tool Box	Good
	(2) SCBA Seat Brackets	Good
	SCBA Seat Bench	Good
	(4) Box Lights With Chargers	Good
	2.5 inch Nozzle	Good
	2.5 inch Nozzle Bracket	Good
	(4) 5" Spanner Wrenches	Good
	Tool Box	Good
	(3) Kenwood TK790 DH Mobile Radios	Good
	(14) Motorola Portable Radios	Good
	(1) Motorola Portable Radio Vehicle Charger and Bracket	Good
	(2) Motorola Portable Radio Desktop Chargers	Good
	Motorola MCX1000 Mobile Radio	Good
	(9) Motorola Vehicle Chargers	Good
	One Box Assorted Benditkins Portables/Chargers	Good
	One Short Center Radio Consol	Good
	(2) 1/4 Wave Mobile Radio Antennas	Good
	One Box Old Minitor Pagers and Chargers	Good
	One Box Firecom Headset Installation Accy's	Good
	(5) Firecom VH-2 Headsets (Old Style)	Good



**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

	(2) Firecom VH-2 Headsets (New Style)	Good
	(2) Streamlight Lit Boxes	Good
	5" Angus Hose Roller	Good
	Box of Interspiro BA Bracket "Cylinder Arms"	Good
	Box of Assorted 100VAC Electrical Plug Ends Male/Female	Good
	Gas Detector Calibration Kit	Good
	Kenwood TK730 SH Mobile Radio	Good
	Box of Radio Installation Test Equipment	Good
	Federal Inceptor 400 Siren/Light Control	Good
	(6) Motorola MT2000 Desktop Chargers	Good
	Box of Assorted Litebox Parts	Good
	Box of Assorted Portable/Pager Chargers	Good
	36" Insolated Electrical Service/Wire Cutters	Good
<b>Loft</b>	Box of Reflective Hydrant Straps	Good
	(8) 5 Gallon Containers of Class A Foam	Good
	(4) 5 Gallon Containers of Class B Foam	Good
	(6) Salvage Covers	Good
	(6) Hall Runners	Good
	Gas Tank	Good
	6' Pike Pole	Good
	(10) Folding Tables	Good
	(6) Water Canteens	Good
	(4) Manikins	Good
	Combination Ladder	Good
	Sledge Hammer	Good
	(2) Plastics	Good
	(2) Pick Head Axes	Good
	Flat Head Axe	Good
	Trumpet Utility Bar	Good
	(2) Round Shovels	Good
	(2) Pointed Shovels	Good

**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

	D Handle Wall and Ceiling Hook	Good
	(2) Squeegee Handles	Good
	(2) Squeegee Heads	Good
	(3) Brush Hooks	Good
	Halligan	Good
	Cord Reel	Good
	KEG	Good
	8' Pike Pole	Good
	10' Pike Pole	Good
	Honda PX650 Generator	Good
	Handlight	Good
	(2) Tele Lights	Good
	(2) Handlight Chargers	Good
	D Handle Rubbish Hook	Good
	RV Canopy	Good
	Regency Scanner	Good
	Truck Belt	Good
	(6) Galvanized Buckets	Good
	Fanny Pack	Good
	5 Gallon Water Cooler	Good
	(2) Igloo Coolers	Good
<b>Vista Lobos (Lower)</b>	(2) Portable Suctions	Good
	(2) Triage Bags Reds	Good
	C-Spine Blue Bags	Good
	O2 Cylinder in Blue Bag	Good
	(2) Burn Kits	Good
	(2) Portable H2O Extinguishers	Good
	File Cabinet	Good
	(4) Plastic Garbage Cans	Good
	Drip Torch	Good
	(2) 1 1/2 inch Nozzles with Bales	Good

**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

	(2) 1 inch Nozzle with Bales	Good
	Box of Wildland Fittings	Good
	Hose Clamp	Good
	Brass Bag	Good
	(3) Fire Shelters	Good
	Hose Roller	Good
	Scoop	Good
	(4) Hot Shields	Good
	Medical Bag	Good
	(2) Monitors	Good
	(2) Monitor Bases	Good
	Drill Squad Trophy 1929	Good
	KED	Good
	PED Hare	Good
	(2) O2 Cylinder Cases	Good
	Folding Chair	Good
	Fire Extinguisher Hose	Good
	Dry Chemical Extinguisher	Good
	CO2 Extinguisher	Good
	Cord Reel	Good
	(3) 1 1/2 inch Couplings	Good
	Hedge Clippers	Good
	Pressure Washer with Nozzle and Hose	Good
	Box of OPA's	Good
	(3) Boxes of NPA's (34,26,30)	Good
	Box of Suction Tubing	Good
	(2) Boxes of Inflatable Splints	Good
	(48) Bottles of Hand Cleanser	Good
	Stack of Tips For Smooth Bore	Good
	Blizzard Wizzard	Good
	Gated WYE	Good
	Herbert Hose Clamp	Good

**Carmel Fire Station**  
**Property & Equipment Inventory**

**Exhibit A**

<b>PPE</b>	(81) Structure Pants	Good
	(69) Structure Coats	Good
	(66) Structure Gloves	Good
	(22) Structure Goggles	Good
	(57) Phenix Helmets	Good
	(55) Rubber Structure Boots	Good
	(25) Utility Gloves	Good
	(32) Glove Straps	Good
	(50) Gear Bags	Good
	(14) Drop Bags	Good
	(31) Wildland Pants	Good
	(31) wildland Coats	Good
	(35) Wildland Shelters	Good
	(24) Wildland Shrouds	Good
	(19) Interspiro SCBA's with bottles	Good
	(21) Spare Bottles including RIC Bags and 7166	Good
	(21) Suspenders	Good
	(26) Utility Straps	Good
	(28) Flashlights	Good
	(27) Wildland Goggles	Good
	(210) Web Belt	Good
	(21) Hoods	Good
	(8) Gear Keepers	Good
<b>Hose</b>	3,125 Feet of 5 inch	Good
	2,050 Feet of 2 1/2 inch	Good
	2,450 Feet of 1 3/4 inch	Good
	3,850 Feet of 1 1/2 inch	Good

**Carmel Fire Station**  
Property & Equipment Inventory

**Exhibit A**

<b>Radio</b>	(5) 100w Mobile Radios	Good
	(3) 50w Mobile Radios	Good
	(14) Portable Radios with Chargers	Good
	(6) Kenwood Vehicle Chargers	Good
	(18) Vertex Portable Radios	Good
	(1) Vertex Desk Charger	Good
	(6) Motorola Minitor Pagers in Boxes	Good
	(14) Minitor 4 Pagers and Chargers	Good
	(4) Minitor 3 Pagers and Chargers	Good
	(1) Minitor 2 Pager with Charger	Good



Carmel Fire Ambulance Property Inventory				
<u>Location</u>	<u>Item</u>	<u>Description</u>	<u>No.</u>	<u>Condition</u>
<b><u>Ambulance 7166</u></b>	2010 Ford F450 Super Duty	VIN# 1FDAFGRXAEA83161		Good
	Portable Suctions			Good
	Strkyer Gurney MX-Pro			Good
	LifePac 15			Good
	Airway Bag			Good
	Drug Box			Good
	Pediatric Bags			Good
	Air Splints			Good
	Backboards			Good
	LP 15 Battery Charger			Good
<b><u>Ambulance 7165</u></b>	1999 Ford			Good
	Airway Bag			Good
	Drug Box			Good
	Pediatric Bags			Good
	Strkyer Gurney			Good
	Portable Suction			Good
	Pic 50 Monitor			Good
	Air Splints			Good
	Backboards			Good
<b><u>Office</u></b>	(1) Sound System/CD Player			Good
	(1) Floor Heater			Good
	(3) HP Computer Towers			Good
	(2) HP Computer Keyboards			Good

**Exhibit B**

	(2) Logitech Wireless Mice			Good
	(1) HP Computer Monitor			Good
	(1) View Sonic Computer Monitor			Good
	(1) Optquest Computer Monitor			Good
	(1) Set Altec Lansing Computer Speakers			Good
	(1) Set Labter Computer Speakers			Good
	(1) Computer Back Up			Good
	(1) Multi Line Phone System-RCA			Good
	(2) Power Savers			Good
	(1) Cordless Phone-RCA			Good
	(4) 2 Drawer File Cabinets			Good
	(1) HP Inkjet Computer Printer			Good
	(1) Wall Clock			Good
	(3) View Sonic Computer Monitors			Good
	(2) HP Computer Keyboards and Mice			Good
	(2) HP Computer Towers			Good
	(1) Rolling Desk Chair			Good
	(3) 4 Drawer File Cabinets			Good
	(2) Computer Desks			Good
	(1) 2 Drawer File Cabinet			Good
	(1) 3 Drawer File Cabinet			Good
	(2) Shelving Units			Good
	(1) Logitech Computer Keyboard			Good
	(1) Microsoft Wireless Computer Mouse			Good

**Carmel Fire Services Agreement  
Budget Projection Model  
FY 2011-12  
January 1 - June 30, 2012**

**Exhibit C**

SALARIES & BENEFITS	% Applied	# of Staff	Funding Periods	Type Period	Staffing Periods	Note	Period Rate	Total Salary	Benefits	Subtotal	TOTAL
<b>Command &amp; Support Staff:</b>	<b>10.750%</b>								<b>32.83%</b>		
Fire Chief	10.750%	1	6	mo.	0.65		\$ 13,505	\$ 8,711	\$ 2,969	\$ 12,016	
Mgmt. Incentive	10.750%	1	6	mo.	0.65	3.85%	\$ 520	\$ 336			
									<b>36.95%</b>		
Asst. Fire Chief	10.750%	1	6	mo.	0.65		\$ 13,069	\$ 8,429	\$ 3,493	\$ 12,948	
Mgmt. Incentive	10.750%	1	6	mo.	0.65	1.92%	\$ 251	\$ 162			
Longevity Pay	10.750%	1	6	mo.	0.65	10.25%	\$ 1,340	\$ 864			
									<b>36.95%</b>		
Division Chief	10.750%	3	6	mo.	1.94		\$ 11,359	\$ 21,980	\$ 9,630	\$ 35,695	
Mgmt. Incentive	10.750%	3	6	mo.	1.94	1.92%	\$ 218	\$ 422			
Chief Officer Differential	10.750%	3	6	mo.	1.94	3.00%	\$ 341	\$ 659			
Longevity Pay	10.750%	2	6	mo.	1.29	13.00%	\$ 1,477	\$ 1,905			
Special Assignment Pay	10.750%	3	6	mo.	1.94	5.00%	\$ 568	\$ 1,099			
									<b>40.51%</b>		
Deputy Fire Marshal	10.750%	1	6	mo.	0.65		\$ 9,141	\$ 5,896	\$ 2,908	\$ 10,086	
CEIP or EIP	10.750%	1	6	mo.	0.65	5.00%	\$ 457	\$ 295			
Longevity Pay	10.750%	1	6	mo.	0.65	15.76%	\$ 1,441	\$ 929			
Uniform allowance	10.750%	1	6	mo.	0.65		\$ 90	\$ 58			
									<b>40.58%</b>		
Fire Inspector	10.75%	1	6	mo.	0.65		\$ 6,975	\$ 4,499	\$ 1,826	\$ 6,325	
									<b>35.37%</b>		
Administrative Analyst	10.750%	1	6	mo.	0.65		\$ 7,117	\$ 4,591	\$ 1,655	\$ 6,334	
Management Incentive	10.750%	1	6	mo.	0.65	1.92%	\$ 137	\$ 88			
									<b>40.58%</b>		
Executive Assistant I	10.750%	1	6	mo.	0.65		\$ 4,847	\$ 3,126	\$ 1,269	\$ 4,395	
Fire Prevention Technician	10.750%	1	6	mo.	0.65		\$ 5,315	\$ 3,428	\$ 1,391	\$ 4,819	
<b>SUBTOTAL: Command &amp; Support Staff</b>										<b>\$ 92,618</b>	
<b>Carmel Station:</b>	<b>100.00%</b>								<b>40.51%</b>		
Fire Captain	100.00%	3	6	mo.	18.00		\$ 8,704	\$ 156,670	\$ 66,246	\$ 229,758	
CEIP or EIP	100.00%	2	6	mo.	12.00	5.00%	\$ 435	\$ 5,222			
CEIP - MA	100.00%	0	6	mo.	0.00	7.50%	\$ 653	\$ -			
Longevity Pay	100.00%	0	6	mo.	0.00	8.72%	\$ 759	\$ -Uniform			
allowance	100.00%	3	6	mo.	18.00		\$ 90	\$ 1,620			
									<b>40.51%</b>		
Fire Engineer	100.00%	3	6	mo.	18.00		\$ 7,516	\$ 135,296	\$ 55,470	\$ 192,386	
CEIP or EIP	100.00%	0	6	mo.	0.00	5.00%	\$ 376	\$ -CEIP-			
MA	100.00%	0	6	mo.	0.00	7.50%	\$ 564	\$ -			
Longevity Pay	100.00%	0	6	mo.	0.00	8.72%	\$ 655	\$ -			
Uniform allowance	100.00%	3	6	mo.	18.00		\$ 90	\$ 1,620			
									<b>40.51%</b>		
Fire Fighter	100.00%	3	6	mo.	18.00		\$ 7,160	\$ 128,872	\$ 52,867	\$ 183,359	
CEIP or EIP	100.00%	0	6	mo.	0.00	5.00%	\$ 358	\$ -CEIP-			
MA	100.00%	0	6	mo.	0.00	7.50%	\$ 537	\$ -			
Longevity Pay	100.00%	0	6	mo.	0.00	8.72%	\$ 624	\$ -			
Uniform allowance	100.00%	3	6	mo.	18.00		\$ 90	\$ 1,620			
									<b>40.51%</b>		
<b>Budgeted Relief Staffing:</b>	<b>0.000%</b>								<b>40.51%</b>		
Fire Fighter	0.000%	0	6	mo.	0.00		\$ 7,160	\$ -	\$ -	\$ -	
EMT Differential	0.000%	0	6	mo.	0.00	5.00%	\$ 358	\$ -CEIP			
or EIP	0.000%	0	6	mo.	0.00	5.00%	\$ 358	\$ -			
Uniform allowance	0.000%	0	6	mo.	0.00		\$ 90	\$ -			
<b>Estimated Salary Savings:</b>	<b>100.000%</b>					<b>E</b>		<b>\$ (32,016) \$ (12,971) \$ (44,987)</b>			
<b>SUBTOTAL: Fire Suppression Staff</b>										<b>\$ 560,516</b>	
<b>Overtime/ Out of Class:</b>											
OT - Div Chief - Operations	10.750%	3	200	hrs.	64.50		\$ 49	\$ 3,170	\$ 3,170	OT- Deputy Fire	
Marshal	10.750%	1	50	hrs.	5.38		\$ 79	\$ 425	\$ 425	OT- Carmel	
Station - Capt	100.00%	3	150	hrs.	450.00		\$ 57	\$ 25,581	\$ 25,581	OT- Carmel	
Station - Eng	100.00%	3	150	hrs.	450.00		\$ 49	\$ 22,091	\$ 22,091	OT- Carmel	
Station FF	100.00%	3	150	hrs.	450.00		\$ 47	\$ 21,042	\$ 21,042	Out-of-Class	
Diff- Carmel Station	100.00%	6	0.5	yr.	3\$		400	\$ 1,200	\$ 486	\$ 1,686	
OT- Relief FF	0.000%	0	150	hrs.	0.00		\$ 47	\$ -	\$ -	\$ -	
Out-of-Class Diff- Relief FF	0.000%	0	0.5	yr.	0		\$ 400	\$ -	\$ -	\$ -	
<b>SUBTOTAL: Overtime</b>										<b>\$ 73,996</b>	

**Carmel Fire Services Agreement  
Budget Projection Model  
FY 2011-12  
January 1 - June 30, 2012**

**Exhibit C**

SALARIES & BENEFITS	% Applied	# of Staff	Funding Periods	Type Period	Staffing Periods	Note	Period Rate	Total Salary	Benefits	Subtotal	TOTAL
<b>Other Personnel Costs:</b>											
Medical Exams - HQ	10.75%	6	0.5	yr.	0.3225		\$ 215	\$ 69		\$ 69	
Medical Exams - Carmel Station	100.00%	9	0.5	yr.	4.5		\$ 215	\$ 968		\$ 968	
Medical Exams - Relief FF	0.00%	0	0.5	yr.	0		\$ 215	\$ -		\$ -	
Drug Screening - HQ	10.75%	6	0.5	yr.	0.3225		\$ 65	\$ 21		\$ 21	
Drug Screening - Carmel Station	100.00%	9	0.5	yr.	4.5		\$ 65	\$ 293		\$ 293	
Drug Screening - Relief FF	0.00%	0	0.5	yr.	0		\$ 65	\$ -		\$ -	
Uniforms - Chief Officers	10.75%	5	6	mo.	3.225		\$ 90	\$ 290	\$ 107	\$ 397	
Tuition Reimbursement - HQ	10.75%	9	0.5	yr.	0.48375		\$ 100	\$ 48		\$ 48	
Tuition Reimb- Carmel Station	100.00%	9	0.5	yr.	4.5		\$ 50	\$ 225		\$ 225	
Tuition Reimb- Relief FF	0.00%	0	0.5	yr.	0		\$ 50	\$ -		\$ -	
Workers' Comp.- HQ	10.75%	10.0	0.5	yr.	0.5375		\$ 8,704	\$ 4,678		\$ 4,678	
Workers' Comp - Carmel Station	100.00%	9	0.5	yr.	4.5		\$ 8,704	\$ 39,168		\$ 39,168	
Workers' Comp - Relief FF	0.00%	0	0.5	yr.	0		\$ 8,704	\$ -		\$ -	
Holiday in lieu Pay:											
Division Chief	10.75%	3	20	hr/yr	6.45		\$ 62	\$ 400		\$ 400	
Deputy Fire Marshal	10.75%	1	20	hr/yr	2.15		\$ 49	\$ 105		\$ 105	
Carmel Station- Capt	100.00%	3	20	hr/yr	60.00		\$ 46	\$ 2,786		\$ 2,786	
Carmel Station- Eng	100.00%	3	20	hr/yr	60.00		\$ 40	\$ 2,406		\$ 2,406	
Carmel Station- FF	100.00%	3	20	hr/yr	60.00		\$ 38	\$ 2,292		\$ 2,292	
FLSA Pay											
Carmel Station	100.00%		0.5	yr.		2.83%	\$ 420,838	\$ 11,910	\$ 4,825	\$ 16,735	
Leave Payoffs- Annual	10.75%		0.5	yr.			\$ 56,815	\$ 6,086		\$ 6,086	
Leave Payoffs- Separation	10.75%		0.5	yr.			\$ 81,200	\$ 8,729		\$ 8,729	
<b>SUBTOTAL: Other Personnel Costs</b>										<b>\$ 85,406</b>	
<b>SUBTOTAL: PERSONNEL SERVICES \$</b>										<b>812,535</b>	
<b>OPERATING EXPENSES</b>											
	% Applied	No.	Funding Periods	Type Period	Total Periods	Note	Period Rate	Subtotal			TOTAL
<b>Vehicle Operations:</b>											
Command Vehicle (SUV)	10.75%	3	0.5	yr.	0.16125		\$ 6,030	\$ 972	Sedan -		
Prevention	10.75%	1	0.5	yr.	0.05375		\$ 5,900	\$ 317			
Replacement accrual - SUV	10.75%	3	0.5	yr.	0.3225		\$ 6,250	\$ 2,016			
Replacement accrual - Sedan	10.75%	1	0.5	yr.	0.1075		\$ 4,500	\$ 484			
<b>Subtotal: Vehicle Operations \$</b>										<b>3,789</b>	
<b>Risk Management:</b>	10.75%	1	0.5	yr.	0.05375		\$ 30,367		\$ 1,632		
<b>Personal Protective Equipment</b>											
PPE - HQ	10.75%	7	0.5	yr.	0.7525		\$ 1,100	\$ 828			
PPE - Carmel Station	0.00%	9	0.5	yr.	0		\$ 1,100	\$ -			
<b>Subtotal: Personal Protective Equipment</b>										<b>\$ 828</b>	
<b>Information Technology:</b>											
Annual IT Support - HQ	10.75%	1	0.5	yr.	0.05375		\$ 83,500	\$ 4,488	Initial IT		
Equipment - Carmel Sta.	100.00%	1			\$ 31,000	\$ 31,000					
Annual IT Support - Carmel Sta.	100.00%	1	0.5	yr.	0.5	A	\$ 17,400	\$ 8,700			
<b>Subtotal: Information Technology \$</b>										<b>44,188</b>	
<b>Services &amp; Supplies:</b>											
Services & Supplies - HQ	10.75%	1	0.5	yr.	0.05375	B	\$ 70,000	\$ 3,763			
Services & Supplies - Carmel Sta.	0.00%	1	0.5	yr.	0		\$ -	\$ -			
<b>Subtotal: Services &amp; Supplies</b>										<b>\$ 3,763</b>	
<b>HQ Office Space</b>	10.75%	2450	6	mo.	1,580		\$ 1.25		\$ 1,975		
<b>Subtotal: Operating Expenses \$</b>										<b>56,175</b>	
<b>Subtotal: Personnel Services</b>										<b>\$ 812,535</b>	
<b>Grand Subtotal:</b>										<b>\$ 868,710</b>	
<b>C Administrative Charge:</b>										<b>4.94% \$ 42,888</b>	
<b>D PERS Credit:</b>										<b>\$ (57,800)</b>	
<b>GRAND TOTAL:</b>										<b>\$ 853,798</b>	

**Carmel Fire Services Agreement  
January 1 - June 30, 2012  
Budget Projection Model  
FY 2011-12**

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**EXCLUSIONS:** This costing model assumes that Carmel will be responsible for all building costs related to the Carmel fire station, the fire apparatus and equipment in the station, and all personal protective equipment (PPE) for personnel assigned to the Carmel fire station. These items are more clearly delineated in the Agreement. As indicated in Note A below, it is assumed that Monterey will be responsible for the Fire Department computer and phone systems in the Carmel station. It is also assumed that Carmel will continue to pay the County for Fire Emergency Communications Dispatch charges.

**NOTES:**

A: The estimated annual Information Technology (IT) charges are to support 3 computer workstations, a printer, 8 phones, and the software and network systems necessary for them to function as part of Monterey's Fire network.

B: Admin Services & Supplies are for Fire Administration, Prevention, and Training.

C: Monterey's Administrative Charge of 4.94% may be adjusted upon the mutual written agreement of the City Managers of both cities. The Administrative Charge includes, but is not limited to, Monterey's indirect costs relating to the services of its City Manager, City Clerk, City Attorney, Human Resources, and Finance functions.

D: The Carmel PERS Credit shall be \$57,800 for each full Fiscal Year during the term of this Agreement or any extensions thereof, provided that this credit shall not continue after Fiscal Year 2028-29. The \$57,800 per year credit shall be prorated for any partial years.

E: Estimate based on actual projected salary steps



## Class A Medical Examination Requirements

City of Monterey - Request for Proposals  
Physical Examination Descriptions  
September 1997



	Class A *	Class B	Class C	Class D	Class D-1
*Clinical Examination	X	This is the DMV Class B License physical, detailed on DMV Form DL51	X	X	X
**Laboratory	X		X	X	X
Auditory	X				
Vision	X				
Pulmonary Function	X				
Chest X-Ray / 1 View	X				
Stress Test	X				
EKG	X		X		
Unlimited Lumbar X-Ray	X				X

### \*\* DRUG SCREEN URINE TEST

\*Clinical Examination includes:

- |                                |                           |  |
|--------------------------------|---------------------------|--|
| • skin                         | • head                    | • eyes                                 |
| • ears                         | • nose                    | • mouth                                |
| • teeth                        | • throat                  | • neck                                 |
| • thyroid                      | • chest                   | • breasts                              |
| • heart                        | • lungs                   | • abdomen                              |
| • hernias                      | • back                    | • extremities                          |
| • genitalia                    | • rectal                  | • glandular                            |
| • posture                      | • nutrition               | • pulse                                |
| • stool guiac (if appropriate) | • color-blindness         | • gastrointestinal functions           |
| • genitourinary functions      | • neuromuscular functions | • menstrual functions (if appropriate) |

\*\*Laboratory includes:

- High Density Lipoprotein
- Chemistry 2 Panel
- Urinalysis: Check for 18 items
- CBC (Complete Blood Count): Check for 13 items including cholesterol
- SMA-12: Check for 12 items in blood
- Triglycerides: Check for two types of fat in blood
- Stool Guaiac: Check for blood in stool (if appropriate)



Type of Physical	Class A	Class B - DMV	Class C	Class D	Class D-1
------------------	---------	---------------	---------	---------	-----------

**PRE-EMPLOYMENT & DMV EXAMINATIONS**

Police & Fire	X				
Admin & General Support				X	
Heavy Labor & Field Work		As needed			X

**EMPLOYEE FITNESS PHYSICAL EXAMINATIONS**

Age 30	X				
Age 32			X		
Age 34	X				
Age 36			X		
Age 38			X		
Age 40	X				
Age 41				X	
Age 42			X		
Age 43				X	
Age 44	X				
Age 45				X	
Age 46			X		
Age 47				X	
Age 48	X				
Age 49				X	
Age 50			X		
Age 51				X	
Age 52	X				
Age 53				X	
Age 54			X		
Age 55				X	
Age 56	X				
Age 57				X	
Age 58			X		
Age 59				X	
Age 60	X				

## EMPLOYMENT PHYSICAL EXAM RESULTS

On \_\_\_\_\_, \_\_\_\_\_ was examined  
(date) (name of examinee)

By \_\_\_\_\_ The results of this examination are as follows:  
(name of physician)

\_\_\_\_\_ The examinee should be able to perform essential job functions; the examinee does not need any accommodations; and the patient can perform the essential job functions without posing a threat to the health or safety of the patient or to others.

\_\_\_\_\_ The examination indicates that the patient can perform the essential job functions with reasonable accommodation; possible accommodations are:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Further information needed:

If further information is needed from the employer, please list the information needed: \_\_\_\_\_  
\_\_\_\_\_

If further information is needed from other medical care providers, please list date which you anticipate that you can provide the employer with a final report: \_\_\_\_\_

\_\_\_\_\_ Examinee is unable to perform the essential job functions with or without reasonable accommodation.

\_\_\_\_\_ Examinee is unable to perform this job without posing a direct threat to the health or safety of the person or others.

\_\_\_\_\_  
Physician Name Printed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## INDUSTRIAL HISTORY AND PHYSICAL EXAMINATION

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
                     (LAST)                    (FIRST)                    (MIDDLE)  
 ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 DATE OF BIRTH: \_\_\_\_\_ JOB TITLE: \_\_\_\_\_  
                     ☐ Pre-Employment                      ☐ Annual                      ☐ Bi-Annual                      ☐ Periodic

### MEDICAL HISTORY

Have you ever had or do you have any of the following medical problems?

	Yes	No		Yes	No
1. Severe or frequent headaches .....	<input type="checkbox"/>	<input type="checkbox"/>	18. Black or bloody stools.....	<input type="checkbox"/>	<input type="checkbox"/>
2. Loss of consciousness, head injury.....	<input type="checkbox"/>	<input type="checkbox"/>	19. Hernia .....	<input type="checkbox"/>	<input type="checkbox"/>
3. Epilepsy .....	<input type="checkbox"/>	<input type="checkbox"/>	20. Kidney problems .....	<input type="checkbox"/>	<input type="checkbox"/>
4. Dizziness (Fainting spells) .....	<input type="checkbox"/>	<input type="checkbox"/>	21. Arthritis .....	<input type="checkbox"/>	<input type="checkbox"/>
5. Nervous disorders, anxiety, depression .....	<input type="checkbox"/>	<input type="checkbox"/>	22. Back pain or injury .....	<input type="checkbox"/>	<input type="checkbox"/>
6. Visual problems, eye injuries.....	<input type="checkbox"/>	<input type="checkbox"/>	23. Joint pains or injury .....	<input type="checkbox"/>	<input type="checkbox"/>
7. Hearing problems .....	<input type="checkbox"/>	<input type="checkbox"/>	24. Arm or Leg pain .....	<input type="checkbox"/>	<input type="checkbox"/>
8. Shortness of breath .....	<input type="checkbox"/>	<input type="checkbox"/>	25. Broken bones .....	<input type="checkbox"/>	<input type="checkbox"/>
9. Chronic cough or emphysema .....	<input type="checkbox"/>	<input type="checkbox"/>	26. Neck pain or injury .....	<input type="checkbox"/>	<input type="checkbox"/>
10. Asthma .....	<input type="checkbox"/>	<input type="checkbox"/>	27. Tumor, cancer, cyst, growth .....	<input type="checkbox"/>	<input type="checkbox"/>
11. High blood pressure .....	<input type="checkbox"/>	<input type="checkbox"/>	28. Tuberculosis .....	<input type="checkbox"/>	<input type="checkbox"/>
12. Chest pain .....	<input type="checkbox"/>	<input type="checkbox"/>	29. Hepatitis .....	<input type="checkbox"/>	<input type="checkbox"/>
13. Heart problems .....	<input type="checkbox"/>	<input type="checkbox"/>	30. Blood disease or Anemia .....	<input type="checkbox"/>	<input type="checkbox"/>
14. Skin problems .....	<input type="checkbox"/>	<input type="checkbox"/>	31. Diabetes .....	<input type="checkbox"/>	<input type="checkbox"/>
15. Stomach problems, ulcers.....	<input type="checkbox"/>	<input type="checkbox"/>	32. Have you ever been advised you needed an operation? .....	<input type="checkbox"/>	<input type="checkbox"/>
16. Alcohol, tobacco or drug problems...	<input type="checkbox"/>	<input type="checkbox"/>	33. Has your weight changed in the past two years? .....	<input type="checkbox"/>	<input type="checkbox"/>
17. Rectal disease .....	<input type="checkbox"/>	<input type="checkbox"/>	Increase _____ lbs Decrease _____ lbs		

Explain all "YES" answers: \_\_\_\_\_

Are you currently under a doctor's care? ☐ NO ☐ YES For what problem? \_\_\_\_\_

Name of Doctor: \_\_\_\_\_

Do you drink? ☐ YES ☐ NO How much? \_\_\_\_\_

Do you smoke? ☐ YES ☐ NO How much? \_\_\_\_\_

Are you taking medications? ☐ YES ☐ NO What type? \_\_\_\_\_

Are you current on immunizations? ☐ YES ☐ NO

What year was your last tetanus shot? \_\_\_\_\_

Are ALLERGIES here: \_\_\_\_\_

*For Women:*

Date of last menstrual period: \_\_\_\_\_

Do you have menstrual problems? ☐ YES ☐ NO

Explain: \_\_\_\_\_

I hereby certify that all of the above answers are true to the best of my knowledge. Further, I authorize the release of this medical record to my employer or respective employer.

Patient Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## EXAMINATION

Temperature: \_\_\_\_\_ Pulse: \_\_\_\_\_ Blood Pressure: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Visual Acuity: Distance Uncorrected: R 20/ \_\_\_\_\_ L 20/ \_\_\_\_\_ Both \_\_\_\_\_ Glasses: \_\_\_\_\_  
 Distance Corrected: R 20/ \_\_\_\_\_ L 20/ \_\_\_\_\_ Both \_\_\_\_\_ Contacts: \_\_\_\_\_  
 Near Uncorrected: R 20/ \_\_\_\_\_ L 20/ \_\_\_\_\_ Both \_\_\_\_\_  
 Near Corrected: R 20/ \_\_\_\_\_ L 20/ \_\_\_\_\_ Both \_\_\_\_\_  
 Color Vision: ☐ Normal ☐ Abnormal: \_\_\_\_\_ ☐ Done ☐ Not Done

Hearing: ☐ Whisper Test: R 5/ \_\_\_\_\_ L 5/ \_\_\_\_\_ Both \_\_\_\_\_  
☐ Audiogram - See separate form for results

Describe every abnormal such as atrophy, deformity, enlargement, limitation, or scars

GENERAL:	NORMAL	ABNORMAL	NOT PERFORMED	
1. Skin:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
2. Head:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
3. Eyes:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
4. Ears:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
5. Nose:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
6. Oral Pharynx:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
7. Neck:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
8. Lungs:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
9. Breasts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
10. Heart:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
11. Abdomen:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
12. Genital:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
13. Hemia:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
14. Rectal:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
15. Musculo-Skeletal Upper Extremities:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
16. Musculo-Skeletal Lower Extremities:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
17. Back Spine:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
18. Neurological:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
19. Lymph Nodes:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
20. Varicose Veins:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Laboratory: Urinalysis: SG \_\_\_\_\_ WBC's \_\_\_\_\_ Alb. \_\_\_\_\_ Sugar \_\_\_\_\_ Blood: \_\_\_\_\_ Micro: \_\_\_\_\_

EKG: \_\_\_\_\_ Outside Laboratory \_\_\_\_\_ Spirometry: \_\_\_\_\_ Other: \_\_\_\_\_  
 X-rays: Back: \_\_\_\_\_ Chest: \_\_\_\_\_ Other: \_\_\_\_\_

Toxicology Urine Drug Screen: ☐ Done ☐ Not Done Breath Alcohol Test: ☐ Done ☐ Not Done

Medical Findings: ☐ A. No significant findings. Healthy person.  
☐ B. Minor medical problems. No work restrictions.  
☐ C. Medical findings which require work restrictions.

Comments: \_\_\_\_\_

Physicians Signature: \_\_\_\_\_ Date: \_\_\_\_\_

10/10/17 Rev 111200

Page 1 of 1



**Waiver and Consent to Transfer**

**WAIVER OF CLAIMS AND CONSENT  
TO TRANSFER OF CARMEL-BY-THE-SEA'S PERSONNEL, MEDICAL AND  
TRAINING FILES TO CITY OF MONTEREY**

I, \_\_\_\_\_ (printed name) am an employee of the City of Carmel-By-The-Sea ("Carmel"). I hereby consent to the transfer of the Personnel File, Medical File and Training File which Carmel maintains for me to the City of Monterey upon my employment by the City of Monterey, with the exception of workers' compensation files. I understand that Carmel and its successors will be given access to such files when needed for ascertaining information related to any issues which may arise following termination of my employment by Carmel. I also understand that the City of Monterey may and will rely on information contained in such files in connection with any employment issues regarding my employment with the City of Monterey, including discipline, up to and including termination. I furthermore understand that the City of Monterey may and will rely on information contained in such files in connection with any medical issues regarding my employment with the City of Monterey.

I waive any claim against Carmel with respect to the transfer of such files. I further waive any claim against the City of Monterey in connection with the subsequent use of such files by the City of Monterey.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

**AGREEMENT BETWEEN THE  
CITY OF CARMEL-BY-THE-SEA, THE CITY OF MONTEREY,  
THE CARMEL PROFESSIONAL FIREFIGHTERS' ASSOCIATION AND THE MONTEREY  
FIREFIGHTERS ASSOCIATION**

This Agreement is dated for identification this 7th day of December, 2011 and is entered into between the City of Carmel-by-the-Sea, a municipal corporation ("Carmel"), the City of Monterey, a municipal corporation ("Monterey"), the Carmel Professional Firefighters Association ("Carmel Association") and the Monterey Firefighters Association, International Association of Fire Fighters, Local 3707 ("MFFA") (collectively referred to as "The Parties").

**RECITALS**

- A. Fire and related emergency response services within Carmel have been provided by Carmel through its Fire Department and Carmel Regional Fire Ambulance (CRFA).
- B. Carmel has determined to provide fire services within its jurisdictional boundaries as of January 1, 2012 by contracting with Monterey. Monterey has indicated its ability and desire to provide such services to Carmel.
- C. Carmel and Monterey are parties to a separate Agreement entitled "Agreement to Provide Fire Services between the Cities of Monterey and Carmel-by-the-Sea" ("Master Agreement"). Pursuant to the Master Agreement, Monterey will provide fire services within the jurisdictional limits of Carmel, commencing January 1, 2012.
- D. Carmel desires to provide continuity of fire response services within its geographical boundaries and, to that end, upon cessation of fire services by its Fire Department, Monterey has agreed in the Master Agreement to offer employment to current full-time Carmel Fire "safety" employees described in Recital F.
- E. Carmel Association is the exclusively recognized bargaining agent for the employees of Carmel in the classifications of Fire Captain, Fire Engineer and Firefighter.
- F. Those current full-time Carmel "safety" employees in the classifications of Fire Captain, Fire Engineer and Firefighter to whom Monterey has agreed in the Master Agreement to offer employment are referred to herein as "Carmel Employees."
- G. Monterey is party to a Memorandum of Understanding with MFFA for the period January 1, 2007 to December 31, 2012 which is applicable to Monterey's classifications of Fire Fighter, Fire Engineer, Fire Captain and Deputy Fire Marshal ("MFFA MOU").
- H. In order to provide for a smooth transition of fire services for its residents, Carmel desires and Monterey has agreed in the Master Agreement to offer employment to Carmel Employees but, because there are certain differences in wages, hours and terms and conditions of employment between those provided by Carmel and those that Monterey will provide to persons who will be

## Exhibit F

hired into classifications covered by the MFFA MOU, Monterey has agreed to make certain changes to otherwise applicable wages, hours and terms and conditions of employment.

- I. The purpose of this Agreement is to set forth the terms and conditions of employment that Monterey shall provide to Carmel Employees which are different than the terms and conditions of employment that would otherwise be applicable to such employees as Monterey employees subject to the MFFA MOU and any future memoranda of understanding or Monterey rules.

### **AGREEMENT**

#### Section 1. Recitals

The foregoing Recitals are true and correct and are made a part hereof.

#### Section 2. Offer of Employment

Monterey shall offer employment to Carmel Employees. Exhibit A includes a list of those Carmel Employees in the classifications of Fire Captain, Fire Engineer and Firefighter who will be offered employment by Monterey, provided they meet the requirements of Article VII of the Master Agreement, which requires a pre-employment medical examination. The offers of employment shall be for the classifications shown on Exhibit A. Such offers shall otherwise be as provided in the Master Agreement.

#### Section 3. MFFA MOU

Carmel Employees will be subject to the provisions of the MFFA MOU once they become Monterey employees, except as such MOU is modified or superseded in the future or as otherwise set forth in Exhibit B. The Parties agree that, upon approval, this Agreement shall be considered an exhibit to the MFFA MOU.

#### Section 4. Transfer of Files

All Personnel Files, Medical Files and Training Files maintained by Carmel for the Carmel Employees will be transferred by Carmel to Monterey no later than January 15, 2012. Monterey shall be under no obligation to offer employment to any Carmel Employee until such person has signed a Waiver and Consent to transfer of such files to Monterey.

#### Section 5. Further Action.

Carmel, Monterey and Carmel Association agree to take any further actions that may be necessary to implement the provisions of this Agreement. Said action may include referral to the Monterey-MFFA Labor Management Committee of any issues or concerns relating to the operational impacts of the Master Agreement.

**Exhibit F**

Section 6. Effective Date.

This agreement shall be effective when signed by all parties.

Section 7. Attachments.

The following exhibits are attached hereto and made a part hereof:

Attachment A: List of Carmel Employees Represented by Carmel Association

Attachment B: Terms and Conditions of Employment Applicable to Carmel Employees as Monterey Employees

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Donald Freeman, City Attorney, City of Carmel

By: \_\_\_\_\_  
Deborah Mall, City Attorney, City of Monterey

ADOPTED BY:

CITY OF CARMEL-BY-THE-SEA, A Municipal Corporation

By: \_\_\_\_\_  
Jason Stowell, City Administrator

Date: 11/21/11

CITY OF MONTEREY, A Municipal Corporation

By: \_\_\_\_\_  
Fred Cohn, Assistant City Manager

Date: 11/22/2011

CARMEL PROFESSIONAL FIREFIGHTERS ASSOCIATION

By: \_\_\_\_\_ Date: 11-17-2011

Its: Vice President

**Exhibit F**

MONTEREY FIREFIGHTERS ASSOCIATION, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,  
LOCAL 3707

By:

Date:

11/21/11

Its:

President



**ATTACHMENT A****CARMEL EMPLOYEES REPRESENTED BY**  
**CARMEL PROFESSIONAL FIREFIGHTERS ASSOCIATION**

<b><u>Name</u></b>	<b><u>Current Carmel Rank</u></b>	<b><u>New Monterey Rank</u></b>	<b><u>Monterey Step</u></b>
Mitch Kastros	Fire Captain	Fire Captain	4
Bruce Meyer	Fire Captain	Fire Captain	4
Ian Watts	Fire Captain	Fire Captain	5
August Beacham	Fire Engineer	Fire Engineer	5
Matt Gardner	Fire Engineer	Fire Engineer	4
Ken Hutchinson	Fire Engineer	Fire Engineer	4
Brian Harrington	Fire Fighter	Fire Fighter	2
David Meurer	Fire Fighter	Fire Fighter	2
Graham Evans	Fire Fighter	Fire Fighter	1

**ATTACHMENT B**

**A. Salary Ranges for Carmel Employees**

1. Upon commencement of employment with Monterey, Carmel Employees will be placed in the Monterey salary range for their classification, as shown on Exhibit A, at the lowest step that will prevent them from receiving a pay reduction. This salary range comparison shall be based on Base Salary, EMT Pay, Education Incentive Pay, and Uniform Allowance received by employees of both Carmel and Monterey as of December 1, 2011. If placing Carmel Employees at the top step of their Monterey classification's salary range would result in a reduction in their total pay (counting Monterey Base Salary, EMT Pay, Education Incentive Pay, and Uniform Allowance), they will be Y-Rated until that rate of total pay received by the employee exceeds the amount they were receiving as an employee of Carmel.

**B. Carmel Years of Service and Time Off Banks:**

1. Years of continuous full-time service in the Carmel Fire Department as a Firefighter, Fire Engineer, or Fire Captain may or may not be counted as years of service in Monterey, in accordance with the following:
  - (a) Years of service in Carmel shall not be counted as years of service in Monterey for the following purposes:
    - Establishing seniority for layoff. However, years of service in Carmel shall be considered in breaking ties among Carmel Employees who otherwise have identical seniority in Monterey based on their identical Monterey hire dates for purposes of establishing seniority for layoff.
    - Establishing eligibility as "grandparented" into not being covered by MFFA MOU Section 6.6 (Sick Leave/ Industrial Disability Retirement) which applies to employees hired on or after 3/1/00.
    - Calculating eligibility for longevity pay (MFFA MOU Section 12.6).
  - (b) Years of service in Carmel shall be counted as years of service in Monterey for the following purposes:
    - Establishing vacation accrual rates (MFFA MOU Section 5.1).
    - Meeting the minimum years of service requirement for employees retiring with a regular, non-disability retirement to cash out up to a specified % of their unused accumulated sick leave (MFFA MOU Section 6.7).

## Exhibit F

- Meeting the minimum years of service requirement for employees to receive the City-funded Retirement Health Savings Plan amount upon separation or retirement from Monterey (MFFA MOU Section 11.3). This shall not be interpreted to require Monterey to contribute funds for the period of employment in Carmel.
  - Meeting the minimum years of service requirement for employees to receive the highest level of benefits in the dental insurance program.
  - Establishing eligibility as "grandparented" into the Grandparented Educational Incentive Pay Program, which is limited to employees hired by Monterey prior to October 1, 1990 (MFFA MOU Section 12.3.1).
2. Upon commencement of employment with Monterey, Carmel Employees shall retain their unused accumulated sick leave, vacation, and compensatory time off balances, provided such balances do not exceed the maximum vacation or compensatory time off balances allowed by Monterey (Monterey City Code Section 25-12.01 e. and MFFA MOU Section 4.3). Any vacation or compensatory time off balances in excess of the maximums allowed by Monterey will be paid by Carmel to such Carmel Employees when their employment with Carmel ends at their rates of pay in effect on such date.

### **C. Other Issues:**

1. **Probation Periods.** Carmel Employees who have completed probation in Carmel in a classification with duties comparable to their Monterey classification will not be required to serve a probationary period in Monterey. Any Carmel Employees who have not completed the probationary period in Carmel in a classification with duties comparable to their Monterey classification will be required to serve a complete probationary period in their Monterey classification.
2. **Station Bidding.** Through December 31, 2012, Carmel Employees will be assigned to the Carmel station under Monterey Fire Department Station Bidding and Assignment Policy 124.104. Beginning with the calendar year 2013 shift/station assignments, Carmel station assignments shall be determined according to Monterey Fire Department Policy 124.104, with Carmel Employees' years of service with Carmel included as a factor in determining their seniority pursuant to the shift/station bidding procedures outlined in Policy 124.104.
3. **Vacation Bidding.** Notwithstanding Section 6-3.3 of Monterey Fire Department Policy Number 123.103, Carmel Employees will be integrated into the Monterey vacation selection process as follows:

Prior to the Monterey vacation selection process for calendar year 2012, (a) one Carmel Employee will be placed into the middle of the first group that selects vacations for 2012; (b) one Carmel Employee will be placed into the middle of the

second group that selects vacations for 2012; and (c) one Carmel Employee will be placed into the middle of the third group that selects vacations for 2012.

Prior to October 15, 2011, Carmel Association will notify MFFA and Monterey the order of the placement of Carmel Employees into the three groups.

4. **Nepotism Policy.** Any potential violations of Monterey's Nepotism Policy (City Code Section 25-3.08) created by the transfer of Carmel Employees to the Monterey Fire Department will be treated as exceptions to the Nepotism policy. Related employees affected by this exception will be regularly assigned to different divisions, shifts, or stations; however this shall not preclude related employees from working in the same division or shift as long as it does not create a permanent direct or indirect supervisory relationship. This provision shall not preclude related employees from working on the same division, shift, or station on an overtime, shift trade, or emergency basis to meet operational need as determined by the duty Division Chief.

5. **Physical Exam Prior to Employment by Monterey.**

Carmel Association acknowledges that the Carmel Employees will be required to submit to a Class A physical examination conducted by a physician retained by Monterey, and be found to be able to perform the essential functions of the applicable classification, and to have signed a Waiver and Consent to Transfer files, all as provided in Article VII of the Master Agreement, prior to receiving an unconditional offer of employment from Monterey. The Parties hereby incorporate the provisions of Article VII of the Master Agreement into this Agreement and agree to the provisions of Article VII.

Carmel and Carmel Association acknowledge that one or more Carmel Employees may not receive an unconditional offer of employment to commence work with Monterey on January 1, 2012 due to (a) injury or illness arising out of and in the course and scope of Carmel employment; (b) physical injuries or illnesses that do not arise out of and in the course and scope of Carmel employment; or (c) physical condition.

The following shall apply in the event that any Carmel Employees may not receive an unconditional offer of employment to commence work with Monterey on January 1, 2012 due to (a) injury or illness arising out of and in the course and scope of duties; (b) physical injuries or illnesses that do not arise out of and in the course and scope of duties; or (c) physical condition:

- a. If the failure to receive such an offer is because the Carmel Employee is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course and scope of his duties, they shall be entitled to a leave of absence while so disabled without loss of salary in lieu of temporary disability payments for the period of the disability, but not exceeding one year, or until they are retired on permanent disability retirement, all as provided in Labor Code section 4850, unless such



## Exhibit F

person receives an unconditional offer of employment to commence work with Monterey prior to July 1, 2012.

- b. If the failure to receive such an offer is due to physical injuries or illnesses or physical condition that do not arise out of and in the course and scope of the Carmel Employee's duties, such employee has the right to be examined a second time by a physician retained by Monterey, as provided in Article VII of the Master Agreement. Each such person will remain an employee of Carmel until they either commence employment with Monterey or July 1, 2012, whichever occurs first. Following the commencement of fire services by Monterey, each such employee can use any accrued vacation and sick leave and once such paid time is exhausted, Carmel will place such employee(s) on unpaid leave. Such employee(s) will continue to receive all benefits as long as they are employed by Carmel.
6. **Promotional Recruitments.** Any Carmel Employee hired by Monterey shall have the right to compete in any Monterey promotional recruitment process for which he/she meets the minimum qualifications.
7. **Transfer of Personnel, Medical and Training Files.** Carmel Association acknowledges that Carmel Employees will be required to sign a "Waiver and Consent to Transfer" Carmel personnel, medical and training files in the form attached as Exhibit E to the Master Agreement. No Carmel Employee will receive an unconditional offer of employment from Monterey until he has signed the "Waiver and Consent to Transfer." The Parties hereby incorporate the provisions of said Exhibit E into this Agreement.
8. **Leave Accruals for January 2012.** Carmel Employees who commence employment with Monterey on January 1, 2012 will receive full Monterey leave accruals for the month of January 2012, with the holiday accrual paid in cash in lieu of the accrual of time off for that month.
9. **Layoffs.**
  - a) Monterey guarantees that no Carmel Employees who had passed their probationary period with Carmel prior to being hired by Monterey shall be laid off from Monterey during the term of the Master Agreement or any extensions of it. This provision, a similar provision in Section C.2. of Exhibit B to the Agreement between the Cities of Pacific Grove and Monterey and the Firefighters' Associations of Pacific Grove and Monterey, and the City's Layoff Policy (in Section 25-13.03 of the Monterey City Code) shall be implemented as described in subsection 10.(b) below.

This provision shall not be interpreted to prevent Monterey from terminating a Carmel Employee through the Monterey disciplinary process.



- b) In implementing any potential layoffs affecting employees represented by MFFA during the term of the Carmel Master Agreement or any extensions of it, the City's Layoff Policy in Section 25-13.03 of the Monterey City Code shall be implemented as follows.

The employees represented by MFFA will be placed in one of three groups: (1) Group 1 shall consist of all employees who were employed by Monterey in a position represented by MFFA as of December 15, 2008 and all employees who were employed by Monterey pursuant to the Agreement to Provide Fire Services Between the Cities of Monterey and Pacific Grove; (2) Group 2 shall consist of all employees who were employed by Monterey pursuant to the Agreement to Provide Fire Services Between the Cities of Monterey and Carmel-by-the-Sea who had passed their probationary period as employees of Carmel-by-the-Sea prior to being hired by Monterey; and (3) Group 3 shall consist of all employees hired by Monterey following the date Monterey begins providing fire services pursuant to the Agreement to Provide Fire Services Between the Cities of Monterey and Carmel-by-the-Sea and all employees who were employed by Monterey pursuant to the Agreement to Provide Fire Services Between the Cities of Monterey and Carmel-by-the-Sea who had not passed their probationary period as employees of Carmel-by-the-Sea prior to being hired by Monterey. Seniority within each group shall be established in accordance with Section 25-13.03 of the Monterey City Code.

If position(s) filled by employees represented by MFFA are eliminated as a result of termination of the Agreement to Provide Fire Services between the Cities of Monterey and Pacific Grove, employee(s) in Group 3 will be subject to layoff first, followed by employee(s) in Group 1.

If position(s) filled by employees represented by MFFA are eliminated as a result of termination of the Agreement to Provide Fire Services between the Cities of Monterey and Carmel-by-the-Sea, employee(s) in Group 3 will be subject to layoff first, followed by employee(s) in Group 2.

If position(s) filled by employees represented by MFFA are eliminated for reasons other than termination of the Agreement to Provide Fire Services between the Cities of Monterey and Carmel-by-the Sea or termination of the Agreement to Provide Fire Services between the Cities of Monterey and Pacific Grove, and both of said agreements are still in effect, then only employee(s) in Group 3 shall be subject to layoff.

If position(s) filled by employees represented by MFFA are eliminated for reasons other than termination of the Agreement to Provide Fire Services between the Cities of Monterey and Carmel-by-the Sea or termination of the Agreement to Provide Fire Services between the Cities of Monterey and Pacific Grove, and the Agreement to Provide Fire Services between

**Exhibit F**

the Cities of Monterey and Pacific Grove has previously been terminated, then employee(s) in Group 3 shall be subject to layoff first, followed by employee(s) in Group 1.

**Amendment #1 to the  
Agreement to Provide Fire Services  
between the Cities of Monterey and Carmel-by-the-Sea**

The Agreement to Provide Fire Services between the Cities of Monterey and Carmel-by-the-Sea, initially authorized by Monterey City Council Resolution #11-159 and executed on November 16, 2011 ("Agreement") by and between the CITY OF MONTEREY, a municipal corporation (hereinafter "Monterey") and the CITY OF CARMEL-BY-THE-SEA, a municipal corporation (hereinafter "Carmel"), is hereby amended as follows:

Exhibit C to the Agreement is amended to adjust the budget projection model for the Fire Inspector position. Exhibit C, as amended, is attached hereto and replaces all prior versions of Exhibit C.

\*\*\*\*\*

This Amendment is made pursuant to Section 9.1(b), Amendments to Agreement. All other remaining terms and conditions of the Agreement not specifically amended herein shall remain unchanged.

IN WITNESS WHEREOF, this Amendment is made and entered into this 1<sup>st</sup> day of November, 2014.

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Christine Davi, City Attorney, City of Monterey

By: \_\_\_\_\_  
Don Freeman, City Attorney, City of Carmel-by-the-Sea

CITY OF MONTEREY, A Municipal Corporation  
Corporation

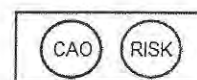
CITY OF CARMEL-BY-THE-SEA, A Municipal

By: \_\_\_\_\_  
✓ Michael McCarthy, City Manager

By: \_\_\_\_\_  
Douglas J. Schmitz, City Administrator

Date: 1/11/2015

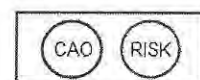
Date: 10 DEC. '14



**Carmel Fire Services Agreement  
- Draft Fiscal Estimate  
FY 2011-12  
January 1 - June 30, 2012**

**Exhibit C**

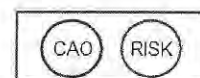
SALARIES & BENEFITS	% Applied	# of Staff	Funding Periods	Type Period	Staffing Periods	Note	Period Rate	Total Salary	Benefits	Subtotal	TOTAL
<b>Command &amp; Support Staff:</b>	<b>10.750%</b>								<b>32.83%</b>		
Fire Chief	10.750%	1	6	mo.	0.65		\$ 13,503	\$ 8,711	\$ 2,969	\$ 12,016	
Mgmt. Incentive	10.750%	1	6	mo.	0.65	3.35%	\$ 520	\$ 335			
									<b>36.95%</b>		
Asst. Fire Chief	10.750%	1	6	mo.	0.65		\$ 13,069	\$ 8,429	\$ 3,493	\$ 12,948	
Mgmt. Incentive	10.750%	1	6	mo.	0.65	1.92%	\$ 251	\$ 162			
Longevity Pay	10.750%	1	6	mo.	0.65	10.25%	\$ 1,340	\$ 864			
									<b>36.95%</b>		
Division Chief	10.750%	3	6	mo.	1.94		\$ 11,359	\$ 21,980	\$ 9,030	\$ 35,695	
Mgmt. Incentive	10.750%	3	6	mo.	1.94	1.92%	\$ 218	\$ 422			
Chief Officer Differential	10.750%	3	6	mo.	1.94	3.00%	\$ 341	\$ 659			
Longevity Pay	10.750%	2	6	mo.	1.29	13.00%	\$ 1,477	\$ 1,965			
Special Assignment Pay	10.750%	3	6	mo.	1.94	5.00%	\$ 568	\$ 1,059			
									<b>40.51%</b>		
Deputy Fire Marshal	10.750%	1	6	mo.	0.65		\$ 9,141	\$ 5,896	\$ 2,903	\$ 10,006	
CEIP or EIP	10.750%	1	6	mo.	0.65	5.00%	\$ 457	\$ 295			
Longevity Pay	10.750%	1	6	mo.	0.65	15.76%	\$ 1,441	\$ 929			
Uniform allowance	10.750%	1	6	mo.	0.65		\$ 90	\$ 58			
									<b>5.24%</b>		
Fire Inspector	100.00%	0.5	6	mo.	3.00		\$ 6,975	\$ 20,925	\$ 1,095	\$ 22,022	
									<b>35.37%</b>		
Administrative Analyst	10.750%	1	6	mo.	0.65		\$ 7,117	\$ 4,591	\$ 1,655	\$ 6,334	
Management Incentive	10.750%	1	6	mo.	0.65	1.92%	\$ 137	\$ 88			
									<b>40.58%</b>		
Executive Assistant I	10.750%	1	6	mo.	0.65		\$ 4,847	\$ 3,126	\$ 1,269	\$ 4,395	
Fire Prevention Technician	10.750%	1	6	mo.	0.65		\$ 5,315	\$ 3,428	\$ 1,391	\$ 4,819	
<b>SUBTOTAL: Command &amp; Support Staff \$ 108,315</b>											
<b>Carmel Station:</b>	<b>100.00%</b>								<b>40.51%</b>		
Fire Captain	100.00%	3	6	mo.	18.00		\$ 8,704	\$ 156,670	\$ 66,246	\$ 229,758	
CEIP or EIP	100.00%	2	6	mo.	12.00	5.00%	\$ 435	\$ 5,222			
CEIP - MA	100.00%	0	6	mo.	0.00	7.50%	\$ 653	\$ -			
Longevity Pay	100.00%	0	6	mo.	0.00	8.72%	\$ 759	\$ -			
Uniform allowance	100.00%	3	6	mo.	18.00		\$ 90	\$ 1,620			
									<b>40.51%</b>		
Fire Engineer	100.00%	3	6	mo.	18.00		\$ 7,516	\$ 135,256	\$ 55,470	\$ 192,386	
CEIP or EIP	100.00%	0	6	mo.	0.00	5.00%	\$ 376	\$ -			
CEIP - MA	100.00%	0	6	mo.	0.00	7.50%	\$ 564	\$ -			
Longevity Pay	100.00%	0	6	mo.	0.00	8.72%	\$ 655	\$ -			
Uniform allowance	100.00%	3	6	mo.	18.00		\$ 90	\$ 1,620			
									<b>40.51%</b>		
Fire Fighter	100.00%	3	6	mo.	18.00		\$ 7,160	\$ 128,872	\$ 52,867	\$ 183,359	
CEIP or EIP	100.00%	0	6	mo.	0.00	5.00%	\$ 358	\$ -			
CEIP - MA	100.00%	0	6	mo.	0.00	7.50%	\$ 537	\$ -			
Longevity Pay	100.00%	0	6	mo.	0.00	8.72%	\$ 624	\$ -			
Uniform allowance	100.00%	3	6	mo.	18.00		\$ 90	\$ 1,620			
									<b>40.51%</b>		
<b>Budgeted Relief Staffing:</b>	<b>0.000%</b>								<b>40.51%</b>		
Fire Fighter	0.000%	0	6	mo.	0.00		\$ 7,160	\$ -	\$ -	\$ -	
EMT Differential	0.000%	0	6	mo.	0.00	5.00%	\$ 358	\$ -			
CEIP or EIP	0.000%	0	6	mo.	0.00	5.00%	\$ 358	\$ -			
Uniform allowance	0.000%	0	6	mo.	0.00		\$ 90	\$ -			
<b>Estimated Salary Savings:</b>	<b>100.000%</b>					<b>E</b>		<b>\$ (32,016)</b>	<b>\$ (12,971)</b>	<b>\$ (44,987)</b>	
<b>SUBTOTAL: Fire Suppression Staff \$ 560,516</b>											
<b>Overtime/ Out of Class:</b>											
OT- Div Chief - Operations	10.750%	3	200	hrs.	64.50		\$ 49	\$ 3,170		\$ 3,170	
OT- Deputy Fire Marshal	10.750%	1	50	hrs.	5.39		\$ 79	\$ 425		\$ 425	
OT- Carmel Station - Capt	100.00%	3	150	hrs.	450.00		\$ 57	\$ 25,581		\$ 25,581	
OT- Carmel Station - Eng	100.00%	3	150	hrs.	450.00		\$ 49	\$ 22,091		\$ 22,091	
OT- Carmel Station FF	100.00%	3	150	hrs.	450.00		\$ 47	\$ 21,042		\$ 21,042	
Out-of-Class Diff- Carmel Station	100.00%	6	0.5	yr.	3		\$ 400	\$ 1,200	\$ 436	\$ 1,686	
OT- Relief FF	0.000%	0	150	hrs.	0.00		\$ 47	\$ -		\$ -	
Out-of-Class Diff- Relief FF	0.000%	0	0.5	yr.	0		\$ 400	\$ -		\$ -	
<b>SUBTOTAL: Overtime \$ 73,996</b>											



**Carmel Fire Services Agreement  
Draft Fiscal Estimate  
FY 2011-12  
January 1 - June 30, 2012**

**Exhibit C**

SALARIES & BENEFITS	% Applied	# of Staff	Funding Periods	Type Period	Staffing Periods	Note	Period Rate	Total Salary	Benefits	Subtotal	TOTAL
<b>Other Personnel Costs:</b>											
Medical Exams - HQ	10.75%	5	0.5	yr	0.3225		\$ 215	\$ 60		\$ 60	
Medical Exams - Carmel Station	100.00%	5	0.5	yr	4.5		\$ 215	\$ 968		\$ 968	
Medical Exams - Relief FF	0.00%	0	0.5	yr	0		\$ 215	\$ -		\$ -	
Drug Screening - HQ	10.75%	5	0.5	yr	0.3225		\$ 65	\$ 21		\$ 21	
Drug Screening - Carmel Station	100.00%	9	0.5	yr	4.5		\$ 65	\$ 293		\$ 293	
Drug Screening - Relief FF	0.00%	0	0.5	yr	0		\$ 65	\$ -		\$ -	
Uniforms - Chief Officers	10.75%	5	6	mo	3.225		\$ 90	\$ 290	\$ 107	\$ 397	
Tuition Reimbursement - HQ	10.75%	9	0.5	yr	0.46375		\$ 100	\$ 48		\$ 48	
Tuition Reimb - Carmel Station	100.00%	9	0.5	yr	4.5		\$ 50	\$ 225		\$ 225	
Tuition Reimb - Relief FF	0.00%	0	0.5	yr	0		\$ 50	\$ -		\$ -	
Workers' Comp - HQ	10.75%	9.5	0.5	yr	0.51063		\$ 8,704	\$ 4,444		\$ 4,444	
Workers' Comp - Carmel Station	100.00%	9	0.5	yr	4.5		\$ 8,704	\$ 39,168		\$ 39,168	
Workers' Comp - Relief FF	0.00%	0	0.5	yr	0		\$ 8,704	\$ -		\$ -	
Holiday in lieu Pay:											
Division Chief	10.75%	3	20	hr/yr	6.45		\$ 62	\$ 400		\$ 400	
Deputy Fire Marshal	10.75%	1	20	hr/yr	2.15		\$ 49	\$ 105		\$ 105	
Carmel Station- Capt	100.00%	3	20	hr/yr	60.00		\$ 46	\$ 2,785		\$ 2,785	
Carmel Station- Eng	100.00%	3	20	hr/yr	60.00		\$ 40	\$ 2,406		\$ 2,406	
Carmel Station- FF	100.00%	3	20	hr/yr	60.00		\$ 38	\$ 2,292		\$ 2,292	
FLSA Pay Carmel Station	100.00%		0.5	yr		2.83%	\$ 420,938	\$ 11,910	\$ 4,825	\$ 10,730	
Leave Payouts- Annual	10.75%		0.5	yr			\$ 56,615	\$ 6,066		\$ 6,066	
Leave Payouts- Separation	10.75%		0.5	yr			\$ 81,200	\$ 8,729		\$ 8,729	
<b>SUBTOTAL: Other Personnel Costs</b>											<b>\$ 85,172</b>
<b>SUBTOTAL: PERSONNEL SERVICES</b>											<b>\$ 827,998</b>
OPERATING EXPENSES	% Applied	No.	Funding Periods	Type Period	Total Periods	Note	Period Rate	Subtotal			TOTAL
<b>Vehicle Operations:</b>											
Command Vehicle (SUV)	10.75%	3	0.5	yr	0.16125		\$ 6,000	\$ 972			
Sedan - Prevention	10.75%	1	0.5	yr	0.05375		\$ 5,900	\$ 317			
Replacement accrual - SUV	10.75%	3	0.5	yr	0.3225		\$ 6,250	\$ 2,016			
Replacement accrual - Sedan	10.75%	1	0.5	yr	0.1075		\$ 4,500	\$ 484			
<b>Subtotal: Vehicle Operations</b>										<b>\$ 3,789</b>	
<b>Risk Management:</b>	10.75%	1	0.5	yr	0.05375		\$ 30,367		\$ 1,632		
<b>Personal Protective Equipment</b>											
PPE - HQ	10.75%	7	0.5	yr	0.69875		\$ 1,100	\$ 769			
PPE - Carmel Station	0.00%	9	0.5	yr	0		\$ 1,100	\$ -			
<b>Subtotal: Personal Protective Equipment</b>										<b>\$ 769</b>	
<b>Information Technology:</b>											
Annual IT Support - HQ	10.75%	1	0.5	yr	0.05375		\$ 83,500	\$ 4,488			
Initial IT Equipment - Carmel Sta	100.00%	1					\$ 31,000	\$ 31,000			
Annual IT Support - Carmel Sta	100.00%	1	0.5	yr	0.5	A	\$ 17,400	\$ 8,700			
<b>Subtotal: Information Technology</b>										<b>\$ 44,188</b>	
<b>Services &amp; Supplies:</b>											
Services & Supplies - HQ	10.75%	1	0.5	yr	0.05375	B	\$ 70,000	\$ 3,763			
Services & Supplies - Carmel Sta	0.00%	1	0.5	yr	0		\$ -	\$ -			
<b>Subtotal: Services &amp; Supplies</b>										<b>\$ 3,763</b>	
<b>HQ Office Space</b>	10.75%	2450	6	mo	1,580		\$ 1.25		\$ 1,975		
<b>Subtotal: Operating Expenses</b>											<b>\$ 56,116</b>
<b>Subtotal: Personnel Services</b>											<b>\$ 827,998</b>
<b>Grand Subtotal:</b>											<b>\$ 884,114</b>
C Administrative Charge:										4.34%	\$ 43,649
D PERS Credit:											\$ (57,800)
<b>GRAND TOTAL:</b>											<b>\$ 869,963</b>





Carmel Fire Services Agreement  
Draft Fiscal Estimate  
FY 2011-12  
January 1 - June 30, 2012

Exhibit C

**EXCLUSIONS:** This costing model assumes that Carmel will be responsible for all building costs related to the Carmel fire station, the fire apparatus and equipment in the station, and all personal protective equipment (PPE) for personnel assigned to the Carmel fire station. These items are more clearly delineated in the Agreement. As indicated in Note A below, it is assumed that Monterey will be responsible for the Fire Department computer and phone systems in the Carmel station. It is also assumed that Carmel will continue to pay the County for Fire Emergency Communications Dispatch charges.

**NOTES:**

- A: The estimated annual Information Technology (IT) charges are to support 3 computer workstations, a printer, 6 phones, and the software and network systems necessary for them to function as part of Monterey's Fire network.
- B: Admin Services & Supplies are for Fire Administration, Prevention, and Training.
- C: Monterey's Administrative Charge of 4.64% may be adjusted upon the mutual written agreement of the City Managers of both cities. The Administrative Charge includes, but is not limited to, Monterey's indirect costs relating to the services of its City Manager, City Clerk, City Attorney, Human Resources, and Finance functions.
- D: The Carmel PERS Credit shall be \$57,800 for each full Fiscal Year during the term of this Agreement or any extensions thereof, provided that this credit shall not continue after Fiscal Year 2028-29. The \$57,800 per year credit shall be prorated for any partial years.
- E: Estimate based on actual projected salary steps.

