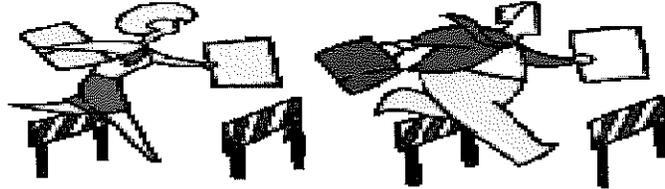




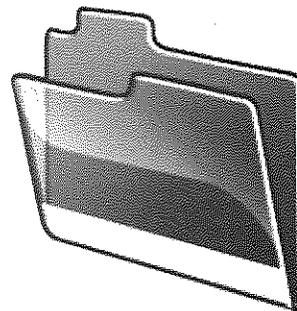
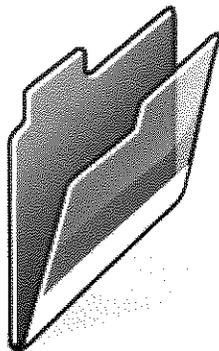
CITY OF MILPITAS

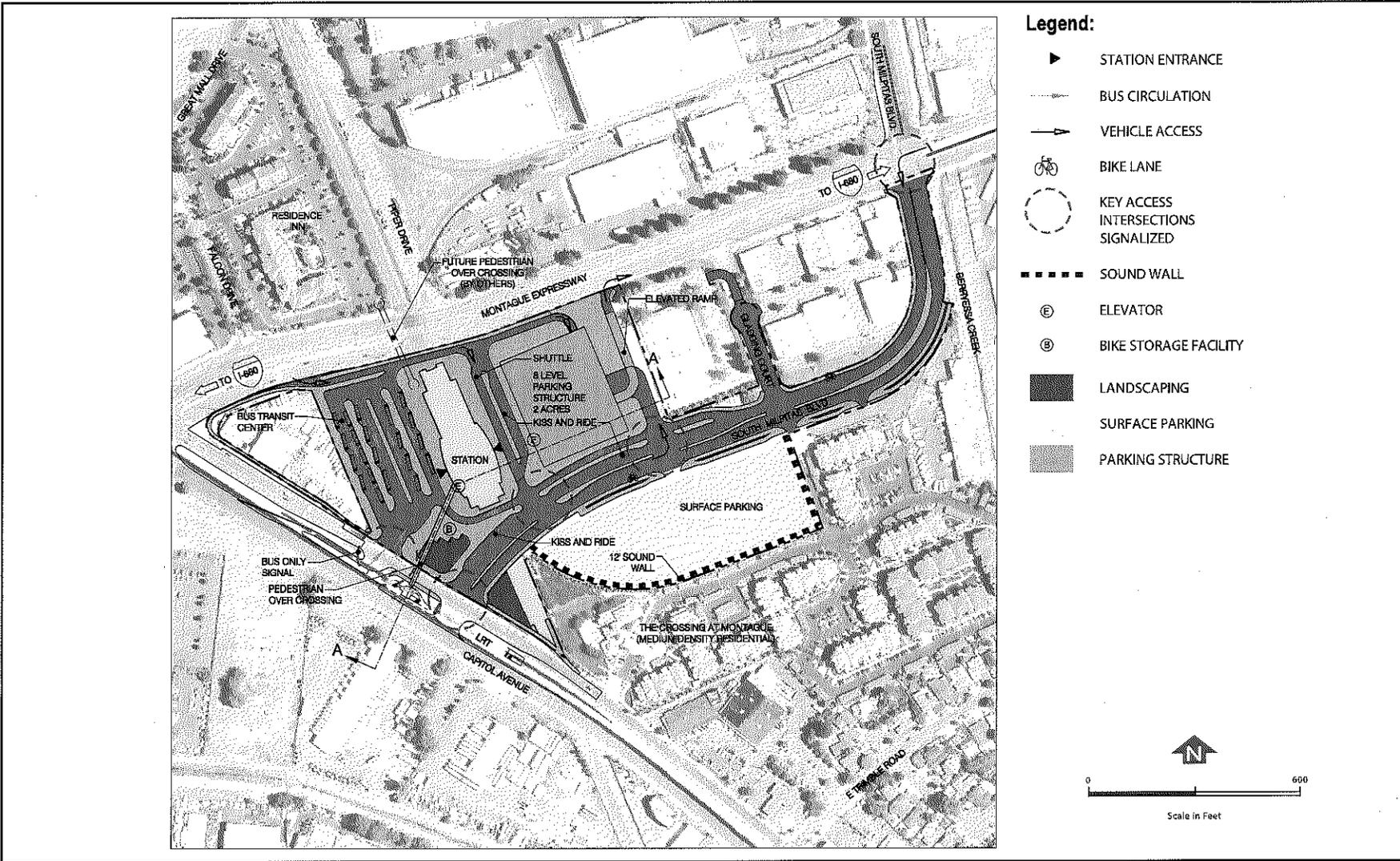
455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479
GENERAL INFORMATION: 408-586-3000, www.ci.milpitas.ca.gov

06/21/2011
Agenda Item No. 4



ATTACHMENTS AND/OR ADDITIONAL MATERIALS RELATED TO AGENDA ITEM AFTER AGENDA PACKET DISTRIBUTION





Source: VTA, 2011.

Figure C-2: Milpitas Station Conceptual Site Plan



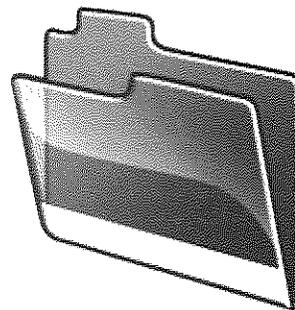
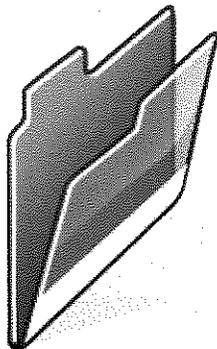
CITY OF MILPITAS

455 EAST CALAVERAS BOULEVARD, MILPITAS, CALIFORNIA 95035-5479
GENERAL INFORMATION: 408-586-3000, www.ci.milpitas.ca.gov

06/21/2011
Agenda Item No. 20



ATTACHMENTS AND/OR ADDITIONAL MATERIALS RELATED TO AGENDA ITEM AFTER AGENDA PACKET DISTRIBUTION



**RENTAL AGREEMENT BETWEEN
THE CITY OF MILPITAS
AND
RURAL/METRO INCORPORATED
TO HOUSE PARAMEDICAL AMBULANCE UNITS**

THIS AGREEMENT, dated June 22, 2011 and commencing July 1, 2011, is between the CITY OF MILPITAS, a municipal corporation (hereinafter referred to as "CITY"), and RURAL/METRO of California, Inc. a Delaware corporation (hereinafter referred to as "RURAL/METRO").

The parties to this Agreement agree as follows:

RECITALS

WHEREAS, RURAL/METRO wishes to maintain qualified personnel and proper equipment to provide emergency ambulance and paramedic services in the City of Milpitas, pursuant to the contract with the County of Santa Clara and as hereinafter set forth; and

WHEREAS, the Milpitas City Council deems it to be in the interests of CITY to allow housing and equipment of RURAL/METRO's paramedic units on City property to be mutually agreed upon. Nothing in this agreement prevents the parties from mutually agreeing to the addition of units or movement of transport units to new locations within the CITY or for transport units outside of the CITY to meet operational needs.

The Parties to this Agreement further agree as follows:

AGREEMENT PROVISIONS

1. The emergency paramedic service contemplated herein consists of the advanced care of human beings as defined by applicable State laws and approved by the Santa Clara County Emergency Medical Services Agency, under those conditions specified in a contract between the County of Santa Clara and RURAL/METRO dated December 14, 2010, which by this reference is incorporated and made a part of this Agreement.
2. Term. This rental agreement has a term of five years, beginning on July 1, 2011 and ending on June 30, 2016.
 - A. Vacating Premises. Prior to the expiration or earlier termination of this agreement RURAL/METRO shall remove all of its equipment, materials and products from Stations 2 and 4 without damage to the premises, and shall restore Stations 2 and 4 to the condition that existed before attachment of any equipment, which is the subject of this Agreement.
 - B. Termination Without Cause. Either party may terminate, *without cause*, this agreement at any time by providing a written notice to the other party. Such

termination shall be effective thirty (30) days following such notice of termination. It is specifically understood and agreed that the services contemplated herein shall in no event obligate either party to continue this Agreement nor grants any rights or privileges upon termination of this Agreement. The CITY shall not be responsible or liable for any costs incurred by RURAL/METRO as a result of the termination of this Agreement.

C. Damages. RURAL/METRO shall be responsible for any damage or destruction of the Stations 2 and 4, with the exception of reasonable wear and tear, caused by RURAL/METRO's officers, agents, students, volunteers, employees, contractors or invitees.

PER LOCATION, of

3. Rent. RURAL/METRO shall pay CITY \$1,000.00 per month for the use of its designated space at Stations 2 and 4 as specified in Paragraph 4 below. This sum shall be due and payable by the fifth day of each month and must be delivered to CITY's Finance Department, to the attention of the Accounting Services Manager located at 455 E. Calaveras Blvd., Milpitas CA 95035. In addition to availing itself of other remedies, CITY may impose on RURAL/METRO a late charge of ten percent (10%) of the monthly rental fee if this payment is not received by CITY by the fifth day of each month.

Commencing with the payment in July 2011 and annually thereafter, for so long as this Agreement shall remain in effect, the fee shall be adjusted to reflect the "cost of living" changes. Such adjustment shall be made in the following manner. Annually, the current rent shall be multiplied by the ratio determined by dividing the Consumer Price Index for the San Francisco-Oakland-San Jose Area, issued by the Bureau of Labor Statistics of the Department of Labor, or any successor index (CPI), as of January 1 of the calendar year in which the adjustment is to occur by the CPI in effect on the date of this agreement. A letter stating the new rent and the basis of such rent will be provided by RURAL/METRO to the CITY contact in Section 14 of this Agreement no later than May 31st of each year. If additional locations are added or removed per mutual agreement, the rent shall be adjusted accordingly.

4. Facilities. CITY will provide usable and adequate space for a ~~10~~^{12'} X 60' office trailer which will house a 7-day per week, 24-hour per day paramedic crew and necessary equipment and parking space for one ambulance at both Station 2 and Station 4.

A. Equipment. RURAL/METRO shall occupy the space described above provided by CITY, subject to conditions and regulations as may be determined by the Milpitas Fire Chief, or his designated representative. RURAL/METRO shall be responsible for providing its personnel with all items its personnel needs to carry out its functions as described in this Agreement, including, but not limited to linen, furniture, computer utility services, and telephone service. RURAL/METRO shall also provide any and all equipment and shall consult with CITY if building or site modifications become necessary to properly house RURAL/METRO's personnel and equipment.

- B. Improvements. The cost of any building modifications, addition of trade fixtures or improvements undertaken by RURAL/METRO to the property owned by CITY shall be borne exclusively by RURAL/METRO. No modification, addition or improvement shall be made to the CITY's property without CITY's prior written consent, which may be withheld in CITY's sole discretion.
5. Rules and Regulations. RURAL/METRO is responsible for cleaning and maintaining its designated space at Stations 2 and 4, including its own equipment and any facility, equipment or personal property used which belongs to CITY, including, but not limited to, exercise equipment, tools, grill, sidesink, dumpster and vehicle washing facilities. RURAL/METRO and its personnel shall adhere to all of CITY's rules and regulations pertaining to station activities and personal conduct while RURAL/METRO personnel are present on CITY property. Such rules include but are not limited to the following: Prohibition of gambling, use of alcoholic beverages, use of controlled substances and smoking anywhere in the interior of the Fire Station. RURAL/METRO shall be provided with a copy of all written rules and regulations promulgated by CITY that pertain to station activities and personal conduct while personnel are on the premises. RURAL/METRO shall be held responsible for any violations of CITY's rules and regulations by RURAL/METRO's personnel, including officers, agents, students, volunteers, employees, contractors or invitees.
6. Independent Contractor. In the performance of the terms and conditions of this Agreement, RURAL/METRO shall be deemed to be an independent contractor and neither the selection of RURAL/METRO employees nor the manner in which the results contemplated and required hereunder shall be accomplished will be at the direction or control of CITY. Also, this agreement does not confer on RURAL/METRO an interest in real property.
7. Nondiscrimination. RURAL/METRO shall comply with all applicable federal, state and local laws and regulations including the CITY's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (sections 503 and 504); California Labor Code (sections 1101 and 1102). RURAL/METRO shall not discriminate against any officers, agents, students, volunteers, employees, applicants for employment, contractors or invitees because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations or marital status in the recruitment, selection for training including apprenticeships, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall RURAL/METRO discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations or marital status.

8. Removal of Individual. CITY has the right to request RURAL/METRO to remove/reassign an individual, if an individual presents or may present a health or safety risk or interferes with the management or operation of the CITY's facilities, as determined by the Milpitas Fire Chief, or his designee.
9. Assignment. RURAL/METRO shall not assign, sublet, license or otherwise transfer or encumber all or any part or its interest in this Agreement without CITY's prior written consent, which may be withheld in CITY's sole and absolute discretion. Any attempted assignment, sublease or other transfer without CITY's consent shall be void and of no force and effect, and shall, at the CITY's election, constitute a breach of this Agreement. CITY and RURAL/METRO, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party to this Agreement with respect to all provisions of this Agreement.
10. No Third Party Beneficiary. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.
11. Limitations. Nothing contained herein shall operate to create any rights, vested or otherwise, to do or perform any act, or conduct any business beyond the termination of this Agreement. The services to be performed under this Agreement by RURAL/METRO including the expenditure of funds in preparation of such performance and in the carrying out of such performance are made without expectation of payment by CITY or the award or grant of any future contract or permit by CITY or the County of Santa Clara.
12. No Waiver of Rights. A failure by CITY or RURAL/METRO to require full compliance with any requirement or condition of this Agreement shall not be deemed to be a waiver of such requirement or condition or of any subsequent breach of the same or any other requirement or condition. Acceptance by CITY of performance or fulfillment of a requirement or condition by CITY, including payment to CITY by RURAL/METRO, shall not be deemed to be a waiver of any proceeding breached by RURAL/METRO, regardless of CITY's knowledge of such proceeding breach at the time of acceptance.
13. Indemnification. RURAL/METRO shall comply with the indemnification obligations set forth in EXHIBIT A, attached hereto and incorporated by this reference herein. CITY shall indemnify, defend and hold harmless RURAL/METRO, its officers, agents and employees, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement to the extent caused by the willful or negligent acts, errors or omissions of CITY and/or its agents either in Superior Court or the Federal District Court, as appropriate. The parties hereto agree that personal and subject matter jurisdiction is proper in the County of Santa Clara.
14. Notice. Notices shall be in writing and shall be delivered in person or by being placed in a sealed envelope, addressed to the appropriate person, and deposited in the United States mail, first class postage prepaid. Notices shall be effective upon personal service or upon

deposit in any regular United States mail depository, unless otherwise set forth herein. The persons upon who notices may be served for the parties and their addresses are as follows:

CITY OF MILPITAS: Fire Chief
777 S. Main Street
Milpitas CA 95035

RURAL/METRO: [Title of Contact] *DIVISIONAL GENERAL MANAGER*
[Title of Department] *RURAL/METRO OF CALIFORNIA*
[Address] *1345 VANDER WAY*
[City, State Zip] *SAN JOSE, CA 95112*

15. Entire Agreement. This Agreement contains the entire agreement between CITY and RURAL/METRO regarding the housing of paramedic ambulance units at Stations 2 and 4 and supersedes all prior agreements, understandings, arrangements and discussions between CITY and RURAL/METRO regarding such subject matter.
16. Severability. If any provision of this Agreement is found to violate any statute, regulation, rule, order or decree of any governmental authority, court, or agency, such invalidity shall not be deemed to affect any other provision hereof or the validity of the remainder of this Agreement, and such invalid provision shall be deemed deleted herefrom to the minimum extent necessary to cure such violation.
17. Counterparts. This Agreement may be signed by facsimile and in one or more counterparts, each of which shall be deemed an original but all of which shall be deemed to constitute a single instrument.

The Parties to this Agreement hereby indicate their acknowledgment and acceptance of the terms and conditions stated herein as evidenced by the following signatures of their duly authorized representatives. This Agreement shall be effective as of the date it is fully executed.

CITY OF MILPITAS

ATTEST

Tom Williams
City Manager

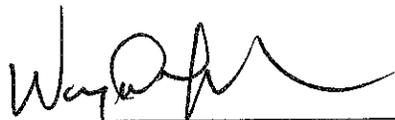
Mary Lavelle
City Clerk

Date

APPROVED AS TO FORM:

Michael J. Ogaz
City Attorney

RURAL/METRO OF CALIFORNIA INC.



[Name] WAYNE D. JOHNSON
[Title] GENERAL MANAGER

EXHIBIT A

INSURANCE REQUIREMENTS FOR
LEASES WITH TENANTS ON FIRE DISTRICT PROPERTY

Indemnification

RURAL/METRO shall indemnify, reimburse, hold harmless and defend CITY from any and all liability, damages, loss, costs and obligations, including, but not limited to, court costs and reasonable attorney's fees arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or persons, or loss or damage to any property, arising from the act or omission of RURAL/METRO, or those of its officers, agents, contractors, employees and invitees.

Insurance

Without limiting RURAL/METRO's indemnification of the CITY, RURAL/METRO shall, at its own expense, provide and maintain the following insurance coverage in full force and effect throughout the term of this lease:

A. Evidence of Coverage

Prior to commencement of this lease, RURAL/METRO shall provide a Certificate of Insurance certifying that coverage as required has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by RURAL/METRO upon request.

For long-term leases a periodic review/change of insurance requirements may be made every five (5) years to ensure appropriate coverage by CITY standards is in place.

B. Qualifying Insurers

All policies shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide, unless otherwise approved by CITY's Fire Chief or designee.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified CITY insurance requirements without thirty (30) days' prior written notice of such cancellation or change being delivered to CITY.

D. Insurance Required

1. Commercial General Liability Insurance – for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Personal Injury - \$1,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Personal Injury Liability
- c. Severability of Interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to CITY:

Additional Insured Endorsement, which shall read:

“City of Milpitas, and its elected officials, agents, employees, and volunteers, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by CITY, its elected officials, agents, employees, and volunteers shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) occurrence

6. Property Insurance

RURAL/METRO shall maintain not less than fifty thousand dollars (\$50,000) Fire Legal Liability on all real property being leased, including improvements and betterments owned by CITY, and shall name CITY as a loss payee. RURAL/METRO shall also provide fire insurance on all personal property contained within or on the

leased premises. The policy shall be written on a standard "all risk" contract, excluding earthquake and flood. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and RURAL/METRO shall name CITY as an additional insured.

7. Interruption of Business Insurance

RURAL/METRO shall, at its sole cost and expense, maintain business interruption insurance by which the minimum monthly rent will be paid to CITY for a period of up to two (2) years if the premises are destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements.

E. Waiver of Subrogation

Except as may be specifically provided for elsewhere in this lease, CITY and the RURAL/METRO hereby each mutually waive any and all rights of recovery from the other in event of damage to the premises or property of either caused by acts of God, perils of fire, lightening and all other all-risk perils as defined in insurance policies and forms approved for use in the State of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.