

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF PLACERVILLE, CALIFORNIA
AND
EL DORADO COUNTY FIRE PROTECTION DISTRICT
JANUARY 28, 2020

ARTICLE 1: DESIGNATION OF THE PARTIES

This Memorandum of Understanding is entered into by and between the City of Placerville (hereinafter referred to as "City") and the El Dorado County Fire Protection District (hereinafter referred to as "District.") this twenty-Eighth day of January, 2020.

ARTICLE 2: AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding, the following authorized agents have been designated:

- A. City's principal authorized agent shall be the City Manager or his/her duly authorized representative.

City Manager
City of Placerville
3101 Center Street
Placerville, CA 95667

- B. District's principal authorized agent shall be its Fire Chief or his/her designated representative.

Tim Cordero, Fire Chief
El Dorado County Fire Protection District
P.O. Box 807
Camino, CA 95709

ARTICLE 3: PURPOSE

City and District recognize the value of cooperation in providing services to the public. As such, the purpose of the Memorandum of Understanding is to memorialize and initiate discussions to jointly provide services and facilities to benefit the community. Specifically, City and District desire to study the feasibility of developing a joint facility to provide police and fire administration and operations.

ARTICLE 4: SCOPE OF WORK

- A. Phase I – Needs Assessment
- a. A needs assessment to evaluate current and future space needs will be completed. The evaluation will include the following:
 - i. A detailed analysis of the needs of Placerville Police and El Dorado Fire to include both Administration and Operations for the City of Placerville.
 - ii. A site analysis will be done to determine both physical and operational issues and to determine if current available property is adequate to meet the needs of both agencies.
 - iii. Cost analysis will be completed to to determine a cost for design and construction including options for different layouts.
 - iv. Options will be prepared to show conceptual layout of needs space on the

existing City owned Property.

- B. Phase II – Funding Analysis
 - a. A review and analysis of potential funding sources will be completed. This will include current revenues and reserves, grants and loans.
 - b. The funding analysis will include a plan to proceed to the next steps of design and construction.
- C. Phase III – Design: City and District shall develop a Request for Proposals to solicit Architects to design the project and to create bid documents.
- D. Phase IV: City and District shall jointly develop bid documents for release.

ARTICLE 5: GENERAL PROVISIONS

- A. The City and District agree to jointly fund and prepare a feasibility study to construct a joint Police – Fire Facility on the real property owned by City where the Placerville Police Department is presently located and the two adjoining parcels to the west..
- B. Cost of the Phase I-Needs Assessment will be equally shared by the City and the District. Not to exceed amount a total amount of \$30,000 or \$15,000 per agency.
- C. City shall receive and pay invoices for the Phase I project. City will invoice District and District agrees to pay City within 30 days of receipt of invoice.
- D. Both parties may jointly explore grant opportunities to fund the study
- E. Either party may terminate this MOU at any time prior to a selection of the consultant but after selection of the consultant and entering into a contract, a party may only terminate the MOU if the contract with the consultant allows for termination at any time and further only on payment of any sums due the consultant pursuant to the contract with the consultant. Any costs agreed to and expended up to the point of termination shall be equally shared by City and District. In the event that one party terminates this MOU after the selection of a consultant, the other party may proceed with the study for its facility.
- F. After completion of the study and prior to moving from one phase to the next, the City Council and the District Board of Directors shall consider the study and determine whether to move forward. Any costs agreed to and expended up to the point of termination shall be equally shared by City and District. Any documents created or developed as part of this study shall be jointly owned by City and District.
- G. Should the parties determine to proceed with construction of a joint facility, the parties shall enter into good faith negotiations for the construction of such facility.

ARTICLE 6: CONSULTANT SELECTION PROCESS

- A. The City and District will jointly release a Request for Proposals for Phase I and each subsequent Phase as the project continues.
- B. Proposals for Phase I will be reviewed by a committee appointed by the City Manager and the Fire Chief. Proposals will be evaluated to determine which proposals best meet the criteria of the RFP. The final selection will be based on completeness, comparable experience, technical merit, and time to perform project.

ARTICLE 7: TERM

This Memorandum of Understanding with any addendums represents the entire agreement between the City and the District and becomes of full force and effect on the date of execution by each party.

ARTICLE 8: SAVINGS

If any provisions of this Memorandum of Understanding are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

The parties hereto have agreed to this Memorandum of Understanding to be executed by affixing their signatures below:

For the City:

For the District:

Michael Saragosa, Mayor

Mark Brunton, Board Chairman

Date: _____

Date: _____

M. Cleve Morris, City Manager

Tim Cordero, Fire Chief

Date: _____

Date: _____