

**AGREEMENT BY AND BETWEEN
THE EAST BAY REGIONAL PARK DISTRICT
AND CONTRA COSTA FIRE PROTECTION DISTRICT
FOR CONDUCTING PUBLIC SAFETY TRAINING EXERCISES
IN PARK DISTRICT FACILITIES**

This Agreement is entered into as of 1st day of September, 2020 by and between the East Bay Regional Park District (“Park District”) and Contra Costa County Fire Protection District, a “Public Agency”.

RECITALS

WHEREAS, Park District owns and operates multiple parks, trails, lakes, recreational, wilderness and open-space areas (collectively “Park District Facilities”) in Alameda and Contra Costa Counties; and

WHEREAS, from time to time Public Agency desires to use Park District Facilities for public safety training exercises.

NOW, THEREFORE, in consideration of Public Agency being permitted to use Park District facilities for training purposes, the parties agree as follows:

AGREEMENT

I. **TERM.**

The term of this Agreement shall commence on September 1, 2020 and shall be for a period of one (1) year and continue on a year-to-year basis unless terminated earlier. Either party may terminate this Agreement at any time by the giving of thirty (30) days prior written notice to the other party.

2. **SPECIAL USE PERMIT.**

In order to ensure that Public Agency’s training activities do not conflict with other scheduled events and to minimize impacts to park visitors and staff, Public Agency is required to obtain a Special Use Permit for each separate training exercise it conducts in Park District Facilities. To secure the desired training location and particular dates, it is recommended that the Special Use Permit be obtained well in advance of the intended training. For routine training exercises that do not involve a commitment of staff resources or complex logistics, the Special Use Permit shall be provided at no cost to the Public Agency. Special Use Permits may be obtained through Park District’s Reservations Department at the following address:

East Bay Regional Park District
Reservations Department
Attn: Reservations Supervisor
2950 Peralta Oaks Court
Oakland, CA 94605
Phone: 510-544-2540
Email: khornbeck@ebparks.org

Public Agency shall email the Reservations Supervisor with the date(s), time(s), location(s), and number of people who will participate in the training.

No training activities shall be conducted without a valid Special Use Permit.

In case of any material conflict between the standard terms of the Special Use Permit and this Agreement, the terms of this Agreement shall govern. A Special Use Permit is not required for training exercises conducted jointly with Park District police and fire departments.

3. QUAGGA MUSSEL AND FUEL LEAKS.

If Public Agency conducts training at District lakes, Public Agency's boats must be clean and completely dry, free of fuel leaks, and pass the Park District's standard Quagga inspection prior to training in order to protect water quality.

4. OPERATIONS.

Public Agency shall abide by all requirements of the Special Use Permit and comply with all directives of Park District staff. Park District staff may stop or discontinue any training exercise for any reason in their sole discretion.

5. CONDITION OF PREMISES.

Public Agency shall be responsible for any and all damage caused by its activities to Park District Facilities and upon demand from Park District shall promptly repair or replace any damaged property to the "before" condition or, at Park District's option, shall reimburse Park District for the cost of repair or replacement.

6. INDEMNIFICATION.

Public Agency agrees to indemnify, hold harmless, defend and protect Park District, its officers, directors, agents, and employees (collectively "Indemnitees") from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including attorneys' fees), penalties, judgments, or obligations whatsoever for or in connection with illness or injury (including death) or damage to any person or the loss or damage of property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to Public Agency's training activities.

Indemnitees shall have no responsibility to safeguard the equipment and property of Public Agency, or to safeguard or protect the Public Agency, or its officers, employees or agents from bodily injury (including death) or personal injury.

In the event a claim is made against Indemnitees, Public Agency shall immediately notify Indemnitees, and at Indemnitees' option, shall either retain legal counsel to represent Indemnitees in such action at Public Agency's sole expense or reimburse Indemnitees litigation costs, expenses, and attorneys' fees in undertaking to represent themselves.

Public Agency hereby waives all claims and recourse against Indemnitees, including the right of contribution for loss or damage or expenses by reason of death or injury to persons or damage to property, and releases Indemnitees from any liability relating to or in any way connected to Public Agency's training activities or Public Agency's use of Park District's Facilities, unless such injury or damage is caused by the sole negligence or the intentional and willful misconduct of the Indemnitees.

The provisions of this section shall survive the termination or expiration of this Agreement.

7. NOTICES.

Any notice required under this Agreement shall be made by first class mail and addressed as follows:

To Park District:

East Bay Regional Park District
Attn: Risk Manager
2950 Peralta Oaks Court
P.O. Box 5381
Oakland, California 94605-0381

To Public Agency:

Contra Costa County Fire Protection District
Attn: Assistant Chief of Operations/Aviation Unit
4005 Port Chicago Highway, Suite 250
Concord Ca, 94520

8. DUE AUTHORIZATION.

The parties signing this Agreement on behalf of Public Agency represents that they are duly authorized to enter into this Agreement and to bind the Public Agency to all of its terms and conditions.

9. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties relating to the rights granted herein and the obligations assumed herein and supersedes all prior written and oral discussions.

IN WITNESS WHEREOF, the parties hereto have signed their names and executed this Agreement.

EAST BAY REGIONAL PARK DISTRICT

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

By: _____
Robert Doyle, General Manager

By: _____
Chuck Stark, Assistant Chief

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
District Counsel

By: _____
Fire Chief