

2019-2020 Fire Protection Services Contract

RECITALS

This Fire Protection Services Contract is predicated upon the following facts and conditions:

- A. The City of Watsonville (CITY) is a charter city pursuant to the Constitution of the State of California and has the power to provide fire protection services to the City of Watsonville. The City Charter permits the Council of the CITY to enter into contracts on behalf of the CITY with governmental agencies, including special districts, for various purposes, including the providing of fire protection services.
- B. The Pajaro Valley Fire Protection District (DISTRICT) is a duly established and existing fire protection district and a legal entity existing and operating pursuant to the Bergeson Fire District Law also known as the Fire Protection District Law of 1987 (commencing with Health and Safety Code Section 13801). The DISTRICT has authority to enter into contracts with other governmental agencies, including charter cities, for purposes relating to providing fire protection services.
- C. The CITY and the DISTRICT desire to enter into a contract whereby the CITY will provide fire protection and related services as described in section 2 (with the exception of fire prevention services) to the Pajaro Valley Fire District.
- D. The CITY and DISTRICT both own equipment and either contract for or employ personnel for the purposes of providing fire protection services sufficient to carry out and accomplish the objectives and purposes of this CONTRACT.
- E. The purpose of this CONTRACT is to provide a level of fire protection that is consistent with the goals of the DISTRICT and CITY, and is in the best interest of the public, economy and general welfare.

1. Agreement

NOW, THEREFORE, based on the forgoing, the CITY and DISTRICT agree to the following:

1. DEFINITIONS

The following definitions and terms will be used in interpreting this CONTRACT

- (i) CONTRACT means this Fire Protection Services Contract.
- (ii) CITY means the City of Watsonville, a municipal corporation.
- (iii) DISTRICT means the Pajaro Valley Fire Protection District, an independent governmental entity created under the laws of the State of California.
- (iv) FIRE DEPARTMENT means the Watsonville Fire Department.
- (v) MUTUAL AID means the California Master Mutual Aid Agreement or assistance provided pursuant thereto.
- (vi) PARTY shall mean either the City of Watsonville or the Pajaro Valley Fire Protection District.

2. CONTRACT SERVICES

The CITY, through its FIRE DEPARTMENT, will furnish to the DISTRICT within the CONTRACT AREA the following contract services at a level equal to or greater than that which is currently being provided to the Citizens of the DISTRICT on the date this CONTRACT is executed. To this end, the Chief of the Watsonville FIRE DEPARTMENT shall utilize, to the best of his or her ability and judgment, the personnel and equipment at his or her disposal in order to provide this level of service. The CITY shall provide the following services, and no others, during the term of this CONTRACT:

- (A) Fire suppression as dispatched from the Santa Cruz County Regional 9-1-1 Center:
- (B) Emergency medical services ALS level) as dispatched from the Santa Cruz County Regional 9-1-1 Center: and/or
- (C) Emergency Public Services related to immediate threat to life or property as dispatched from the Santa Cruz County Regional 9-1-1 Center.

3. RETAINED SERVICE OBLIGATIONS

Except as specifically provided in Section 2 above (Contract Services), all other fire protection services provided will be the sole responsibility of DISTRICT or others as may from time to time be designated by DISTRICT.

4. APPARATUS STAFFING LEVELS

CITY will provide apparatus staffing levels in accordance with CITY staffing policies as of the date this CONTRACT is executed.

5. RESPONSE PROCEDURES

Response schedule shall be in accordance with the regional standards of fire protection. Said response schedule may be modified from time to time by the parties. Said schedules will be prepared without regard to political boundaries. CITY will provide initial fire suppression and rescue, respond to hazardous conditions and provide necessary related emergency services as dispatched.

The CITY will respond to all Code 3 calls within the contract area. The DISTRICT will respond to all Code 2 calls within the contract area. The DISTRICT will respond to all fires within the contract area.

Incident Reporting – Responding CITY Engine companies will forward incident details to District for their preparation on appropriate incident reports.

6. MANAGEMENT AND ADMINISTRATION

The CITY Fire Chief, or his/her designate, shall have authority and responsibility to prescribe the manner and method of providing the services delineated in this CONTRACT, including, but not limited to, the use of available apparatus and personnel resources, and the decision to invoke additional AUTOMATIC or

MUTUAL AID to supplement the CITY and DISTRICT forces. CITY shall retain exclusive and full administrative control of the firefighting resources of the CITY. In order to encourage an efficient level of mutual cooperation, DISTRICT and CITY will participate in quarterly joint training exercises.

7. REPORTING

The CITY Fire Chief, or his or her designate, shall be designated as the staff resource person to the DISTRICT Board. The CITY Fire Chief shall provide regular written reports to the DISTRICT Board of Directors describing the provision of services to the DISTRICT. The written report and invoice for contract services shall be forwarded to the DISTRICT annually.. CITY shall also, through its CITY Manager and/or Fire Chief, meet with the DISTRICT Board of Directors at the request of said Board, for policy direction and general discussions involving any matters pertaining to the administration of this CONTRACT.

8. RECORD KEEPING

CITY shall keep and maintain accurate records pertaining to services provided under this CONTRACT. Said records will be made available to DISTRICT or any authorized representatives thereof, upon reasonable request, and CITY shall retain such records for three (3) years unless permission to destroy them is granted by the DISTRICT.

9. EFFECTIVE DATE

This contract becomes effective when it has been approved by both the CITY and DISTRICT.

10. TERM

The term of this CONTRACT is one year except as otherwise provided herein. The contract shall automatically renew each year unless notification of termination is invoked as provided in #12 below..

11. SUCCESSORS IN INTEREST

This CONTRACT is hereby binding on the parties and their permitted successors in interest.

12. TERMINATION

Either PARTY shall have the right to terminate this CONTRACT with or without cause by giving written notice to the other PARTY. Said notice shall be mailed at least one hundred twenty (120) days before the effective date of termination.

13. PAYMENTS FOR FIRE PROTECTION SERVICES

Payment is due within thirty (30) days of the execution of this CONTRACT.

Thereafter, the total cost as described in #14 below will be paid in quarterly increments, commencing in July and then every subsequent 3 months.

14. PAYMENT FORMULA

The methodology for determining the annual fee shall be based upon:

Base rates:

- hourly rate costs for personnel One Fire Captain, One Engineer, One Paramedic Firefighter : \$150.41
- the hourly rate for apparatus: \$78.90
- Regional 9-1-1 services per call: \$50.00
- ALS capability costs per call: \$76.80

Times: the average five-year call volume from 2014-2018: 160

Plus: 5% administrative fee: \$2,848.88

Annual 2019 Cost: \$59,826.48

For each subsequent fiscal year, the total cost shall be increased or decreased by the San Francisco-Oakland All Urban Consumer Price Index (CPI) effective June 30th of the preceding fiscal year.

15. INSURANCE

CITY covenants that it is self-insured for liability to \$500,000 with coverage from \$500,000 to \$10,000,000 through PARSAC. In the event the CITY intends to change the nature, or amounts of said coverage, CITY shall give thirty (30) days written notice of said change to DISTRICT. The CITY will send a copy of its Memorandum of Coverage to the DISTRICT each year.

16. LIABILITY TO THIRD PARTIES

Nothing herein shall be construed or be deemed to create any liability of the CITY or DISTRICT, their officers or employees to any person for any damage that may accrue to persons or property as a result of any act or by reason or any act or omission in the discharge of this CONTRACT by the CITY, the DISTRICT, their officers and employees. Neither DISTRICT or CITY or any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done, the CITY or DISTRICT relating to or in connection with any work, activity, authority or jurisdiction delegated to CITY under this CONTRACT. The DISTRICT, its officers, agents and employees shall not be deemed to assume any liability for the acts or conduct of the CITY. The

CITY, its officers, agents and employees shall not be deemed to assume any liability for the acts or conduct of the DISTRICT. CITY and DISTRICT are independent contractors as provide below. It is understood and agreed that neither the CITY nor its employees in the performance of service herein agreed to is an agent of the DISTRICT but instead is an independent contractor.

It is understood that this CONTRACT is an agreement by and between independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employer, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor.

17. ASSIGNMENT

No assignment or other transfer of either the rights or obligations under this CONTRACT shall be made by either PARTY, and any attempt to so assign or transfer such rights or obligations shall be a breach of this CONTRACT, and shall be of no effect.

18. CHANGES TO CONTRACT

Any modification of this CONTRACT shall be in writing and only after agreement by both parties.

19. DISPUTE RESOLUTION

Any and all claims for interpretation or enforcement of this CONTRACT shall be resolved through binding arbitration conducted under the Commercial Arbitrations Rules of the American Arbitration Association and any decision resulting from such arbitration shall be enforceable in the Superior Court of the County of Santa Cruz.

20. CHOICE OF LAW

This CONTRACT shall be interpreted and construed under the laws of the State of California.

21. WAIVER BY ACCEPTING VARIED PERFORMANCE

No waiver of any provision or consent to any action shall constitute a waiver or any other provision or consent to any other action, whether or not similar. No waiver of consent shall constitute a continuing waiver of consent or commit the CITY or DISTRICT to provide a waiver in the future except to the extent specifically set forth in writing. Any waiver given by either CITY or DISTRICT

shall be null and void if the PARTY requesting such waiver has not provided a full and complete disclosure of all material facts relevant to the waiver requested of the other.

22. THIRD PARTY BENEFICIARIES/PARTIES IN INTEREST

This CONTRACT has been made and is solely for the benefit of the CITY and DISTRICT. Nothing in this CONTRACT is intended to confer any rights or remedies under or by reason of this CONTRACT on any person other than the CITY and DISTRICT.

23. CHARACTERIZATION OF RECITALS

The recitals set forth at the beginning of this CONTRACT of any matters or facts shall be conclusive proof of the truthfulness thereof and the terms and conditions set forth in the recitals, if any, shall be deemed a part of the CONTRACT.

2019-2020 Fire Protection Services Contract

**CITY
CITY OF WATSONVILLE**

**PAJARO VALLEY FIRE PROTECTION
DISTRICT**

X



Matt Huffaker
Watsonville City Manager

X



Dave Martone
Chairperson

X



Rudy Lopez Sr.
Watsonville Fire Chief

X



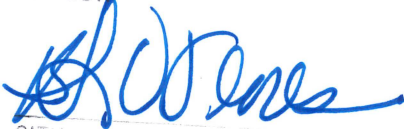
Ian Larkin
PVFD Fire Chief

APPROVED AS TO FORM

WATSONVILLE CITY ATTORNEY

DATED: 

ATTEST:



CITY: