



PAJARO VALLEY FIRE PROTECTION DISTRICT
562 CASSERLY RD, WATSONVILLE, CA (831)722-6188

AGENDA & PUBLIC NOTICE

SPECIAL MEETING OF THE BOARD OF DIRECTORS

of the

PAJARO VALLEY FIRE PROTECTION DISTRICT

on

October 7, 2026

Meeting to be held at the Pajaro Valley Fire Station

562 Casserly Rd, Watsonville, CA 95076 commencing at 6:00 p.m.

Any member of the public may inspect non-exempt public records related to an agenda item for an open session regular meeting at the Pajaro Valley Fire Protection District Fire Station at 562 Casserly Rd, Watsonville, CA 95076 during business hours, Monday thru Friday 8:00 a.m. to 5:00 p.m. or visit the District's website www.pajarovalleyfire.com

1.0 Call to Order

1.1 Pledge of Allegiance

1.2 Call Meeting to Order - Roll Call

Director Martone, Director Dellamonica, Director Moules, Director Erbe, Director White

2.0 Agenda Amendments

Per Government Code §54954.2, the legislative body may take action on items of business not appearing on the posted agenda under any of the three conditions stated below. Prior to discussing any item pursuant to this subdivision, the legislative body shall publicly identify the item.

(1) Upon a determination by a majority vote of the legislative body that an emergency situation exists, as defined in §54956.5.

(2) Upon a determination by a two-thirds vote of the Board members present at the meeting (i.e. 4 if 5 are present) , or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the District after the agenda was posted as specified in subdivision (a) of §54956.5. 1

(3) The item was agendized at a prior meeting of the Board not more than five calendar days before the date action is taken on the item, and at the prior Board meeting the item was continued to the Board meeting at which action is being taken.

2.1 Additions to Agenda

3.0 Presentations

3.1 Ceremonial Oath of Office to Board Director Kendel White

4.0 New Business

All items listed in New Business are intended to provide an opportunity for public discussion and board deliberation of each item listed. The following procedure pertains to each New Business Item: 1) Board/Staff Member Explanation; 2) Board of Directors Questions; 3) Public Comment; 4) Board Member Deliberation; 5) Decision.



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4.1 Pajaro Valley Fire Protection District & City of Watsonville Fire Department Emergency Medical Service Agreement

The Board will receive an update from the Ad Hoc Committee about the Pajaro Valley Fire Protection District & City of Watsonville Fire Department EMS Service Contract and review the proposed contract.

Recommended Action: Have discussion and vote on the proposed agreement as presented.

Motion:

Second:

Roll Call Vote:

5.0 Adjournment

Motion:

Second:

All in favor:

Time:

Note: The Board Chair requests that if you have any questions or wish clarification or additional information about any item on the agenda or contained in the attached materials, please call the Fire Chief at (831) 722-6188 before the meeting. Information regarding items on the agenda may be reviewed at that Pajaro Valley Fire Station located at 562 Casserly Rd, Watsonville, CA 95076, or you may view the agenda on our website www.pajarovalleyfire.com

Members of the Pajaro Valley Fire District Board of Directors shall attend meetings in person unless remote participation is permitted by law. In the event that any member of the Board participates in a meeting by teleconference or video conference, pursuant to the Ralph M. Brown Act, Government Code Section 54953, all votes shall be by roll call. Members of the public that wish to attend and/or participate in a meeting may do so in person.

Americans with Disability Act

The Pajaro Valley Fire station is an accessible facility. If you wish to attend a meeting and you will require assistance in order to attend and/or participate, please call the district at (831) 722-6188 in advance of the meeting and every effort will be made to accommodate your attendance and participation.

Certificate of Appointment and Oath of Office

STATE OF CALIFORNIA }
County of Santa Cruz } ss.

This certifies that the members of the Pajaro Valley Fire Protection District in the County of Santa Cruz, State of California, at a meeting held on the 9th day of September 2026 appointed Kendel White to the office of Board Director, Pajaro Valley Fire Protection District, for a term expiring December 4, 2026.

In Witness Whereof, I have hereunto affixed my hand and official seal this 9th day of September 2026.

Tricia Webber, County Clerk

STATE OF CALIFORNIA }
County of Santa Cruz } ss.

*I, **Kendel White**, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.*

(Candidate's Signature)

Subscribed and sworn to before me this ____ day of _____, 2026.

(Signature of Person Administering Oath)

(Title)

File original with the Santa Cruz County Clerk

Emergency Medical Services Contract (Final)

This Emergency Medical Services Contract (“CONTRACT”) is entered into between the City of Watsonville (“CITY”), a charter city, and the Pajaro Valley Fire Protection District (“DISTRICT”), a fire protection district established and operating pursuant to the Fire Protection District Law of 1987. Together, CITY and DISTRICT are referred to herein as the PARTIES.

WHEREAS, CITY and the DISTRICT desire to enter into a contract whereby the CITY will provide Emergency Medical (EMS) services as described in Section 1 to the DISTRICT; and

WHEREAS, CITY and DISTRICT both own equipment and either contract for or employ personnel for the purposes of providing EMS sufficient to carry out and accomplish the objectives and purposes of this CONTRACT; and

WHEREAS, 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 interests of the public, economy and general welfare.

WHEREAS, DISTRICT has initiated the dissolution process.

NOW, THEREFORE, CITY and DISTRICT agree to the following:

1. CONTRACT SERVICES

The CITY, through the Watsonville Fire Department (“FIRE DEPARTMENT” or “WFD”), will furnish to the DISTRICT within the area shown on exhibit (A) the following services:

- A. Respond to Priority D, E, EMS calls as dispatched from the Santa Cruz County Regional 9-1-1 Center
- B. Incident Reporting – Responding CITY engine companies will complete required patient care reports. The CITY will forward incident details to DISTRICT for DISTRICT’S preparation of appropriate incident reports.

2. RETAINED SERVICE OBLIGATIONS

Except as specifically provided in Section 1 above, all other Emergency Medical services provided will be the sole responsibility of DISTRICT or others as may from time to time be designated by DISTRICT.

3. APPARATUS STAFFING LEVELS

CITY will provide apparatus staffing levels in accordance with CITY staffing policies as of the EFFECTIVE DATE.

4. RESPONSE PROCEDURES

Response schedule shall be in accordance with the regional standards for EMS Services. Said response schedule may be modified from time to time by the PARTIES.

CITY Fire department will respond if one of the City's two Engines are available from Station 2.

CITY will not charge DISTRICT for any call that is canceled while CITY staff is still in quarters or en route to the call location.

5. 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 CONTRACT SERVICES, including, but not limited to, the use of available apparatus and personnel resources, whether to invoke additional resources pursuant to the California Master Mutual Aid Agreement to supplement the CITY and DISTRICT forces. CITY shall retain exclusive and full administrative control of the firefighting resources of the CITY.

6. REPORTING

CITY will provide a monthly written report to the DISTRICT's Board of Directors. The CITY Fire Chief or his or her designated representative will report, date, dispatched time, on scene arrival time, unit available time, incident number, call code type used by SCR911, incident type description location (no address numbers), call dispositions and CITY unit that responded. CITY Fire Chief and/ or City Manager shall meet with the DISTRICT Board of Directors and/or District Fire Chief, at the request of the District Board of Directors and at mutually agreed upon times, to discuss policy and other matters pertaining to the administration of this CONTRACT.

7. 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 per City records retention policy.

8. EFFECTIVE DATE

This contract becomes effective on September 22, 2026, after ratified and approved by both the City Council of the CITY and the Board of Directors of the DISTRICT.

9. TERM

The term of this CONTRACT is from September 22, 2026, through June 30, 2027. At which time the contract **will terminate**.

10. SUCCESSORS IN INTEREST

This CONTRACT is binding on the PARTIES and is **not assignable**.

11. 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, hand delivered or sent via electronic mail at least sixty (60) days before the effective date of termination. DISTRICT shall send any notice of termination to the City Manager and Fire Chief; CITY shall send any notice of termination to the DISTRICT Board of Directors.

12. PAYMENTS FOR FIRE PROTECTION SERVICES

Payments are due quarterly initiated at the EFFECTIVE DATE. Thereafter, the total cost as described in #13 below will be paid in quarterly increments, commencing 3 months after the EFFECTIVE date and final payment 30 days after termination of contract.

13. PAYMENT

The DISTRICT will be charged per call. The DISTRICT will be charged \$800 per call for the term of this contract.

14. INSURANCE

CITY is self-insured for liability to \$500,000 with coverage from \$500,000 to \$1,000,000 through the CIRA. 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.

15. LIABILITY TO THIRD PARTIES AND INDEMNITY

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.

16. CHANGES TO CONTRACT

Any modification of this CONTRACT shall be in writing and only after agreement by the PARTIES. For purposes of this provision only, the City Manager or Fire Chief and DISTRICT BOARD or DISTRICT Fire Chief are authorized to agree to modifications regarding operational or scheduling issues that do not alter the term, payment, insurance, or indemnification provisions of this CONTRACT. Any modification to those provisions shall require formal written amendment approved by the CITY Council and the DISTRICT's board of Directors.

17. DISPUTE RESOLUTION

The PARTIES agree to attempt in good faith to resolve through negotiation any dispute or controversy arising out of or relating to this CONTRACT. Either PARTY may initiate negotiations by written notice in letter form to the other PARTY, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the PARTIES shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute.

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.

18. CHOICE OF LAW

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

19. WAIVER BY ACCEPTING VARIED PERFORMANCE

No waiver of any provision or consent to any action shall constitute a waiver of 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.

20. 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.

**CITY
CITY OF WATSONVILLE**

**PAJARO VALLEY FIRE PROTECTION
DISTRICT**

X

X

Tamara Vides
Watsonville City Manager

Dave Martone
Chairperson

X

X

Corey Schaefer
Watsonville Fire Chief

Jed Wilson
PVFD Fire Chief



