

## **CONTRACT**

The County of SAN BENITO ("COUNTY") and CITY OF HOLLISTER ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

**1. DURATION OF CONTRACT.**

This contract shall commence on January 1, 2019 and terminate on December 31, 2025. This contract shall be automatically renewed on January 1, 2026, and each January 1<sup>st</sup> thereafter, for three (3) successive one year terms, unless terminated pursuant to this contract.

**2. SCOPE OF SERVICES.**

CONTRACTOR, for COUNTY's benefit, shall perform the services specified in Attachment A to this contract. Attachment A is made a part of this contract.

**3. COMPENSATION FOR SERVICES.**

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

**4. GENERAL TERMS AND CONDITIONS.**

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

**5. INSURANCE LIMITS.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: n/a
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000

The above insurance requirements may be met through the Contractor's program of self-insurance and insurance through the California Affiliated Risk Management Authority (CARMA).

**6. TERMINATION.**

The number of days of advance written notice required for termination of this contract is 270 days.

7. **SPECIFIC TERMS AND CONDITIONS** (check one)

- ☐ There are no additional provisions to this contract.
- ☒ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

8. **INFORMATION ABOUT CONTRACT ADMINISTRATORS.**

The following names, titles, addresses, and telephone numbers constitute the pertinent information for the respective contract administrators for the parties.

**Contract Administrator for COUNTY:**

Ray Espinosa  
County Administrative Officer  
481 Fourth Street  
Hollister, CA 95023  
(831) 636-4000  
(831) 636-4010 FAX

**APPROVED BY COUNTY:**

\_\_\_\_\_  
Anthony Botelho  
Chair, San Benito County Board of Supervisors

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Barbara Thompson, County Counsel

**Contract Administrator for CONTRACTOR**

William B. Avera  
City Manager  
375 Fifth Street  
Hollister, CA 95023  
(831) 636-4300 x11  
(831) 636-4310 FAX

**APPROVED BY CONTRACTOR:**

\_\_\_\_\_  
Ignacio Velazquez  
Mayor, City of Hollister

Date: 11-15-18

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Jason Epperson, City Attorney

**ATTEST:**

\_\_\_\_\_  
Christine Black, MMC, City Clerk

## **ATTACHMENT A**

### **Scope of Services**

#### **A-1 OVERVIEW**

The Fire Protection Services to be provided by CONTRACTOR shall consist of Structural Fire Protection, Vegetation Fire, Vehicle Accident, Pre-Hospital Emergency Medical Services, Hazardous Material Incident, Technical Rescue Services, Hazardous Conditions Response (flooding, downed power lines, earthquake, etc.), Fire Prevention Services, Fire Investigations, Fire Inspections and Pre-Planning Services for the County Resource Management Agency (RMA).

Additionally, the COUNTY hereby contracts with the CONTRACTOR to provide administrative and operational management of fire services within the County. The CONTRACTOR Fire Chief is also delegated the authority by the COUNTY Board of Supervisors to act as the County Fire Chief which includes the delivery of fire protection, emergency medical service, fire prevention investigative services and other duties associated with a full service fire department and cooperative fire protections program for the County of San Benito.

#### **A-2 OBJECTIVES**

The parties define the following objectives to be met by CONTRACTOR in accordance with the terms of the agreement.

- **ADMINISTRATIVE ACCOUNTABILITY:** The Fire Chief shall present biannually to the San Benito County Board of Supervisors a report on administration policies and fire issues and will seek guidance on county fire department questions or concerns ensuring the County has input with regard to fire services provided and future goals of the Department, as well as status of training, staffing, costs, call times, etc. In the event that the Fire Chief is unable to provide the biannual report due to unforeseen and unplanned conflicts, the Fire Chief may assign a designee to report in his/her place.
- **FINANCIAL:** Provide the level of service described in this agreement while operating the fire services in a cost effective and efficient manner.
- **MANAGEMENT:** Provide a coordinated management program in order to effectively serve the needs of the County.
- **RESERVE FIREFIGHTERS:** Strengthen recruitment and retention of an effective force of reserve Firefighters through improved communications, working relationships, and benefits as determined by the Contractor.
- **JURISDICTION:** Hollister Fire Department has jurisdiction within the boundaries of San Benito County and Hollister City limits with the exception of the Aromas Tri-County Fire Protection District.
- **FACILITIES:** Identify and recommend an effective inventory of facilities to serve the COUNTY and meet the needs of the Department.

- **PRE-PLANNING AND FIRE INSPECTIONS:** Assist County Building Official and RMA with pre-planning and inspection services as they relate to the Fire Department and the requirements of Title 19 and Title 24 of the California Building Codes. Applications shall receive initial review and be processed within ten (10) business days. The county reserves the right to hire or utilize its own staff or contracted staff to provide these services as needed.
- **VEHICLES & EQUIPMENT:** Hollister Fire Department will operate a comprehensive vehicle and equipment program addressing replacement, maintenance and future purchases.
- **FIRE PREVENTION:** Provide a comprehensive fire prevention program.
- **TRAINING:** Ensure that all personnel including Reserves are required to complete training requirements to carry out their duties and responsibilities and are afforded opportunities to develop skills and abilities beyond the minimum requirements of the Department.
- **FIRE SUPPRESSION:** Provide the highest level of structural fire suppression services within the resources available to the Department.
- **EMERGENCY MEDICAL SERVICES:** Provide pre-hospital emergency medical services as defined by Title 22 and adhere to local EMS policies, procedures, certifications or reporting requirements, and participate in EMS system stakeholder meetings, including, but not limited to: Base Station, Pre-Hospital Advisory, EMCC, and SCR911 Fire/EMS Task Force and User Meetings.
- **COMMUNICATIONS:** CONTRACTOR is responsible for the ongoing management and cost of fire department related emergency 911 communications including dispatching and call taking (currently contract through Santa Cruz Regional 911) with the exception of any Capital Infrastructure needs.
- **DISASTER PREPAREDNESS & RESPONSE:** Ensure that the Department maintains the ability to respond to major emergencies and disasters through participation in all local exercises and training that are consistent with the County Operational Area Emergency Operations Plan. In the event of a local, state, or presidential proclaimed/declared disaster, CONTRACTOR shall follow protocols and procedures as defined in the Standardized Emergency Management System, California Emergency Services Act, San Benito County Operational Area Emergency Operations Plan, and any other applicable plan, policy, or system, including communicating/coordinating with the appropriate county official or staff for response, recovery, and mitigation activities.

### **A-3 PROPOSED STAFFING & TRAINING LEVELS**

Staffing levels, training levels, use of auto/mutual aid agreements, unless otherwise agreed to, in writing, by the parties to this Agreement, shall be comprised of paid full time fire professionals with a ranking of one (1) Fire Chief, one (1) Battalion Chief per shift, one (1) Prevention Battalion Chief, and a combination of Fire Captains, Fire Engineers, and Firefighters to staff the four (4) engine companies covering the City and COUNTY.

Three shifts of engine companies per fire station will provide no less than a 2 (two) person response to all incidents on the CONTRACTOR staffed COUNTY designated engine and on the CONTRACTOR staffed

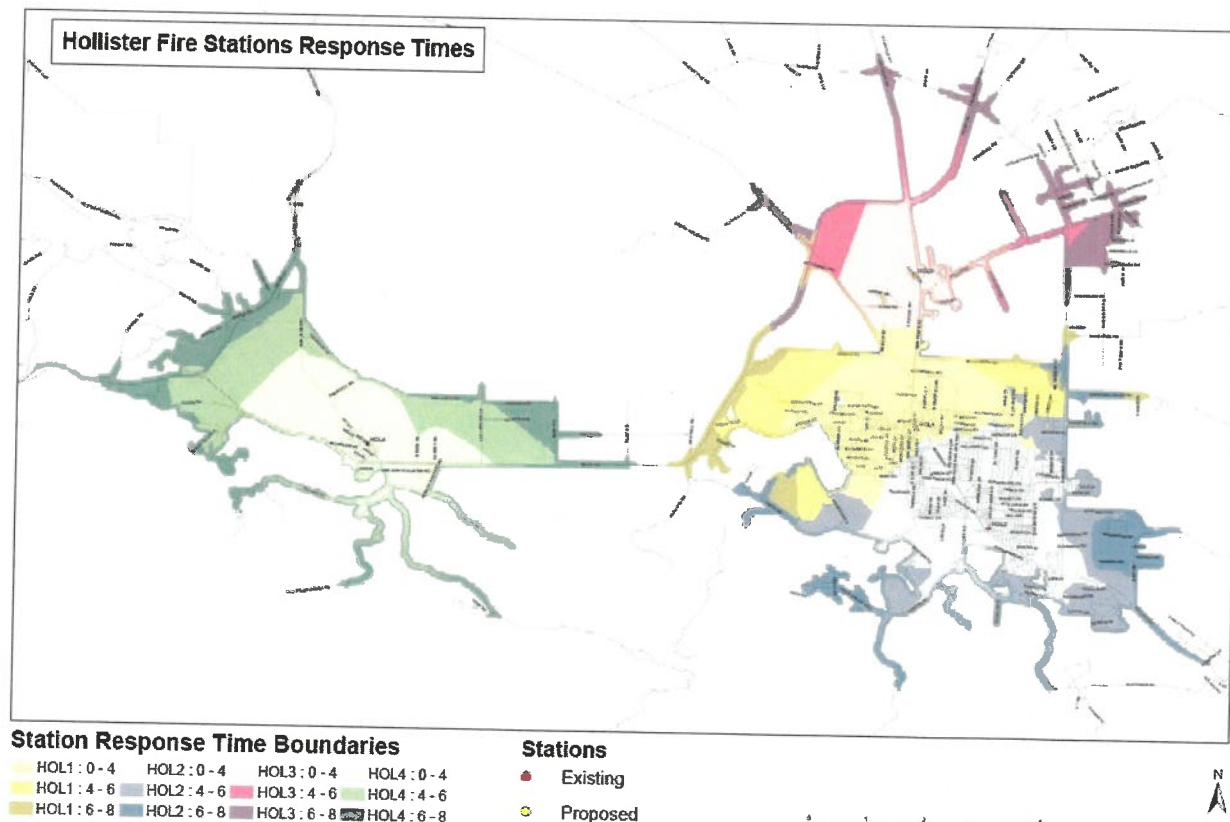
San Juan Bautista engine located within the San Juan Bautista city limits, and no less than a three (3) person response on all CONTRACTOR staffed engines located within the CONTRACTOR city limits (station 1 on Fifth Street and Station 2 on Union Road).

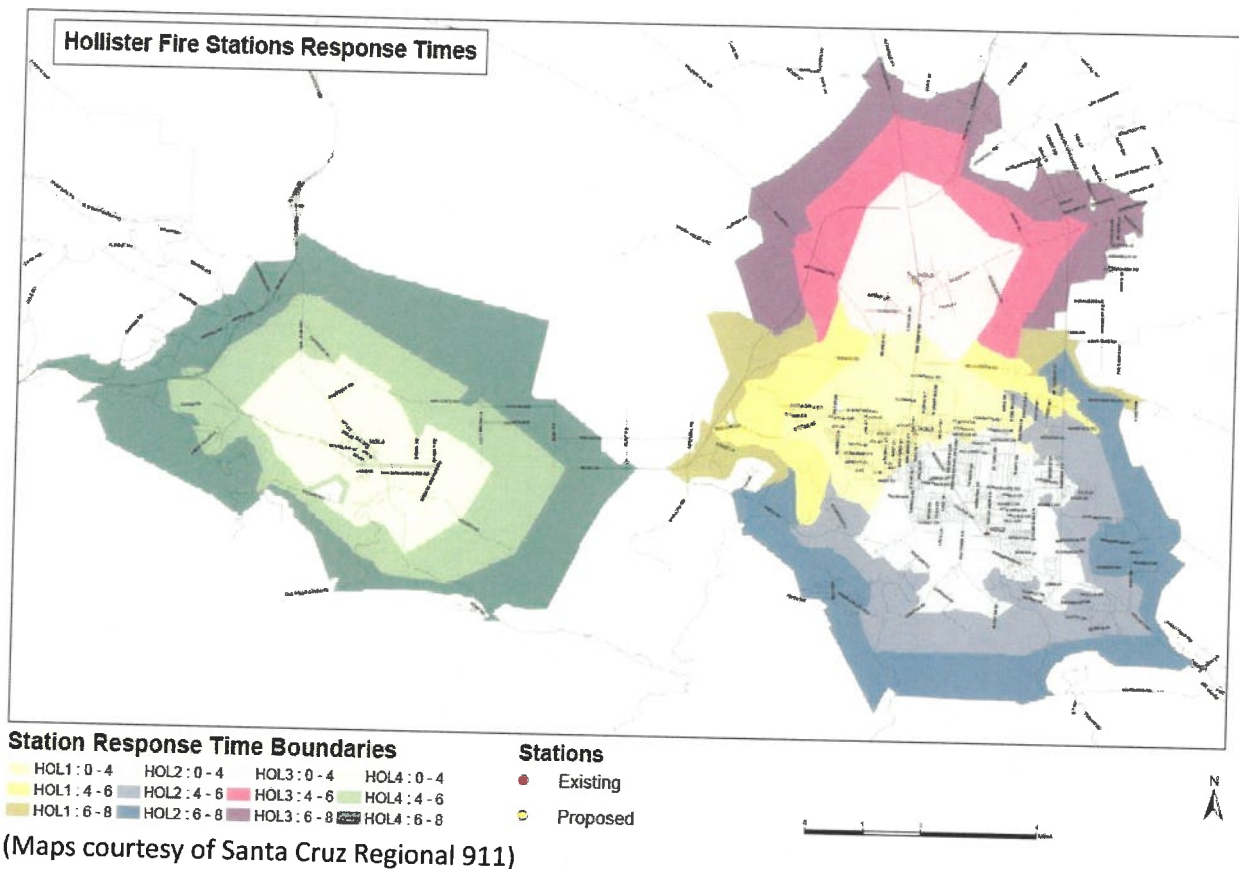
#### A-4 RESPONSE

Fire Companies will be dispatched from SCR911 as directed by the Fire Chief to meet the needs of the incident and provide the resources required. SCR911 provides pre-event /incident planning for calls for service and emergency medical dispatch. Fire Companies are assigned by the Chief to meet the need for each type of incident. Additional resources may be requested dependent upon the incident.

Response goals have been established to allow CONTRACTOR and COUNTY to evaluate the effectiveness of the Fire Department response times. The department has four pre-established zones (see images below for maps) based on station location. Each response zone identifies the response times that the department aims to reach to the 90<sup>th</sup> percentile. For calls that fall outside of the pre-defined response zones, such as those in the southern, rural portion of the county, adequate response times are defined using the following formula: Distance in miles from the nearest Hollister Fire Station at a rate of 35 miles per hour. For example, a call that is 35 miles from the nearest fire station should take the first apparatus 60 minutes or less to arrive. On a case by case basis, should weather, traffic, call queuing, or any other unforeseen complication to the response occur, an exemption may be granted and thus not counted towards the 90<sup>th</sup> percentile goal.

Response times are defined as the time from initial notification by dispatch to the assigned apparatus to arrival of the first unit on scene of the call for service.





#### A-5 FIRE STATION

Four (4) Fire Stations are proposed to provide countywide fire services. Station 1 is owned and operated by the City of Hollister and is located at 110 Fifth Street, Hollister. Station 2, also owned by the City of Hollister, is located at 1000 Union Road, Hollister.

Station 3 is temporarily located within the City of Hollister's Municipal Airport located at the termination of Aerostar Way. Should the County of San Benito desire to continue work on Station No. 3 to be located at the intersection of Rosa Morada and Fairview Road, or select a different location in the unincorporated area of the county as determined by the Board of Supervisors, upon completion it will become the new location of Station 3.

Station 4, located at 24 Polk Streets, San Juan Bautista, is owned by the City of San Juan Bautista and operated by CONTRACTOR.

#### A-6 FIRE APPARATUS AND FIRE VEHICLES

Initially, fire apparatus and fire vehicles will include both City/County-owned vehicles with preventive maintenance to be provided by the City of Hollister. The County will maintain ownership and insurance coverage for the county-owned vehicles listed in this agreement. CONTRACTOR will maintain insurance coverage for all liabilities in accordance with California Vehicle Code Sections 17000, et. seq., which may arise out of the operation of said vehicles.

The Contractor upon contract execution shall commence the purchase process of one (1) Type 1 Engine, one (1) Type 3 Apparatus, and one (1) Off-Road Water Tender. Delivery of said apparatus is anticipated to take 12 to 18 months. Should the COUNTY or CONTRACTOR elect to terminate this contract, COUNTY shall be given the option to purchase the apparatus at a prorated amount based on the fair market value of the vehicle. For COUNTY owned Vehicles, CONTRACTOR shall:

- a) Provide fuel, oil, lubrication, batteries, tires, brakes and tubes.
- b) Repair, exchange, or replace when necessary accessory motors, hoses, pumps, spotlights, sirens, fire extinguishers and all other accessories affixed to or supplied when vehicles were accepted by the CONTRACTOR for operation.
- c) Make such reasonable repairs to said vehicles (not including painting) as may be necessary to keep the vehicles in operating condition; provided, however, that CONTRACTOR may cease to make further repairs on any vehicles when CONTRACTOR determines that the repair costs during the period of this agreement shall exceed \$10,000 for any one occurrence, or will exceed the market value of the vehicle. In this event, or if the CONTRACTOR determines that a vehicle is not fit for further use because of obsolescence, deterioration, or damage, the CONTRACTOR shall not be required to repair the vehicle or maintain it in use.
- d) COUNTY, or the COUNTY through its insurance company, shall pay to the CONTRACTOR the cost of all accident repairs in excess of \$2,000 per occurrence.

For all fire equipment and vehicles, CONTRACTOR shall keep a record regarding maintenance and repairs. All COUNTY personal property provided to CONTRACTOR for the purpose of fire protection services shall be marked and accounted for by CONTRACTOR in a manner that will identify the property as belonging to the COUNTY if the equipment is later returned to the County.

CONTRACTOR shall return COUNTY's current Fire Apparatus upon delivery of new fleet apparatus being placed "in service".

All fire apparatus assigned to COUNTY station 3 and City of San Juan Bautista station shall be marked as: County of San Benito Fire Department and City of San Juan Bautista Fire Department respectively as approved by COUNTY and the City of San Juan Bautista. At the discretion of the fire chief, CONTRACTOR may opt to mark all apparatus, regardless of station location or ownership, with the logo/patch/seal of all three jurisdictions whom are partner to this contract with the written approval of the design by COUNTY.

#### **A7 INVENTORY LIST**

An inventory listing of all capital and controlled assets owned by the County shall be provided to the County Auditor annually, upon completion of the fiscal year or as specified by the Auditor. Any obsolete, damaged, or unneeded equipment shall be provided back to the County for disposal pursuant to the County's surplus property policies.

**END OF ATTACHMENT A**

**ATTACHMENT B**  
**Payment Schedule**

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- ☐ One month in arrears.  
☐ Upon the complete performance of the services specified in Attachment A.  
☒ The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR according to the following schedule:

	<u>Calendar Year</u>	<u>Contract Amount</u>
1.	2019	\$1,845,000.00
2.	2020	\$1,992,600.00
3.	2021	\$2,052,378.00
4.	2022	\$2,113,949.00
5.	2023	\$2,177,367.00
6.	2024	\$2,242,688.00
7.	2025	\$2,309,969.00

Optional Years (without prior termination).

8.	2026	\$2,379,268.00
9.	2027	\$2,450,646.00
10.	2028	\$2,524,165.00

**B-4. SPECIAL COMPENSATION TERMS: (check one)**

- ☐ There are no additional terms of compensation.  
☒ The following specific terms of compensation shall apply:

- (a) The CONTRACTOR will invoice the COUNTY quarterly for services rendered.  
(b) During the initial 24 months of this contract, or until CONTRACTOR has all apparatus in service, whichever occurs first, all parties acknowledge that in the event of a major disaster, loss or need to replace a major piece of equipment, COUNTY shall be responsible to pay to CONTRACTOR the cost of the replacement which may exceed the "not to exceed" amount in B-3 in the paragraph above, such purchases shall be subject to the review and approval of Board of Supervisors. In the case of COUNTY not approving the replacement cost of COUNTY equipment, CONTRACTOR shall be entitled to reduce the level of fire services commensurate with the County equipment no longer in operation.

**END OF ATTACHMENT B.**



**ATTACHMENT C**  
**General Terms and Conditions**

**C-1. INDEMNIFICATION.**

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnities in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

**C-2. INDEPENDENT CONTRACTOR.**

CONTRACTOR and its officers and employees, in the performance of the contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

**C-3. CONFLICT OF INTEREST.**

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

**C-4. COMPLIANCE WITH APPLICABLE LAWS.**

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under the contract.

**C-5. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.**

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

**C-6. NEGOTIATED CONTRACT.**

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

**C-7. SEVERABILITY.**

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

**C.8 ENTIRE CONTRACT.**

This contract is the entire contract of the parties. There is no understanding or contracts pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

**C-9. TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of this contract.

**C-10. TERMINATION.**

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of day specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-11, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

**C-11. NOTICES.**

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 6 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

**C-12. RESPONSIBILITY OF CONTRACT ADMINSTRATORS.**

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

**C-13. MATERIALITY.**

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

**C-14. WAIVER.**

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY'S receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of the contract unless the waiver is in writing and signed by all parties.

**C-15. AUTHORITY AND CAPACITY.**

COUNTY's and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

**C-16. BINDING ON SUCCESSORS.**

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators, and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

**C-17. CUMULATION OF REMEDIES.**

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

**C-18. INDEPENDENT ADVICE.**

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants

that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultations.

**C-19. NO RELIANCE ON REPRESENTATIONS.**

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from, the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

**C-20. COUNTERPARTS.**

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

**END OF ATTACHMENT C.**

**ATTACHMENT D**  
**Specific Terms and Conditions**

**D-1 INDEMNIFICATION**

The indemnification provisions set forth in Attachment C, shall survive the termination or expiration of this Contract.

**D-2 AMENDMENTS**

This Contract may be amended only in writing with consent of both parties.

**D-3 GRANT ADMINISTRATION**

CONTRACTOR will apply for grants on behalf of COUNTY, San Juan Bautista, and CONTRACTOR on a rotational basis as it determines prudent in its sole discretion, and will administer all grants received. All grants applied to on behalf of COUNTY, COUNTY shall be requested to commit to pay the local jurisdiction cost share amount prior to grant submission. Once COUNTY grant equipment is received, it shall become the property of COUNTY.

**D-4 WORKERS COMPENSATION**

COUNTY shall not be liable to any officer, employee, Reserve or agent for any sickness or injury incurred by such person in the course of performing services under this Contract. All workers' compensation insurance shall be the responsibility of CONTRACTOR.

**D-5 NO THIRD PARTY RIGHTS**

No third party shall be deemed to have any rights hereunder against either party as a result of this Contract.

**D-6 FUTURE GROWTH/ MAXIMUM AMOUNT OF CONTRACT**

In the event COUNTY has a growth increase greater than 12.5% during the initial four (4) year period. CONTRACTOR has the ability to reopen this Contract. CONTRACTOR and COUNTY agree growth rates shall be determined by the State Department of Finance.

**D-7 EFFECTIVE DATE OF THE CONTRACT**

The parties expect that this contract will take effect on January 1, 2019.

**END OF ATTACHMENT D**