

## **C O N T R A C T**

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.
- [ X ] 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: 11/20/18

**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

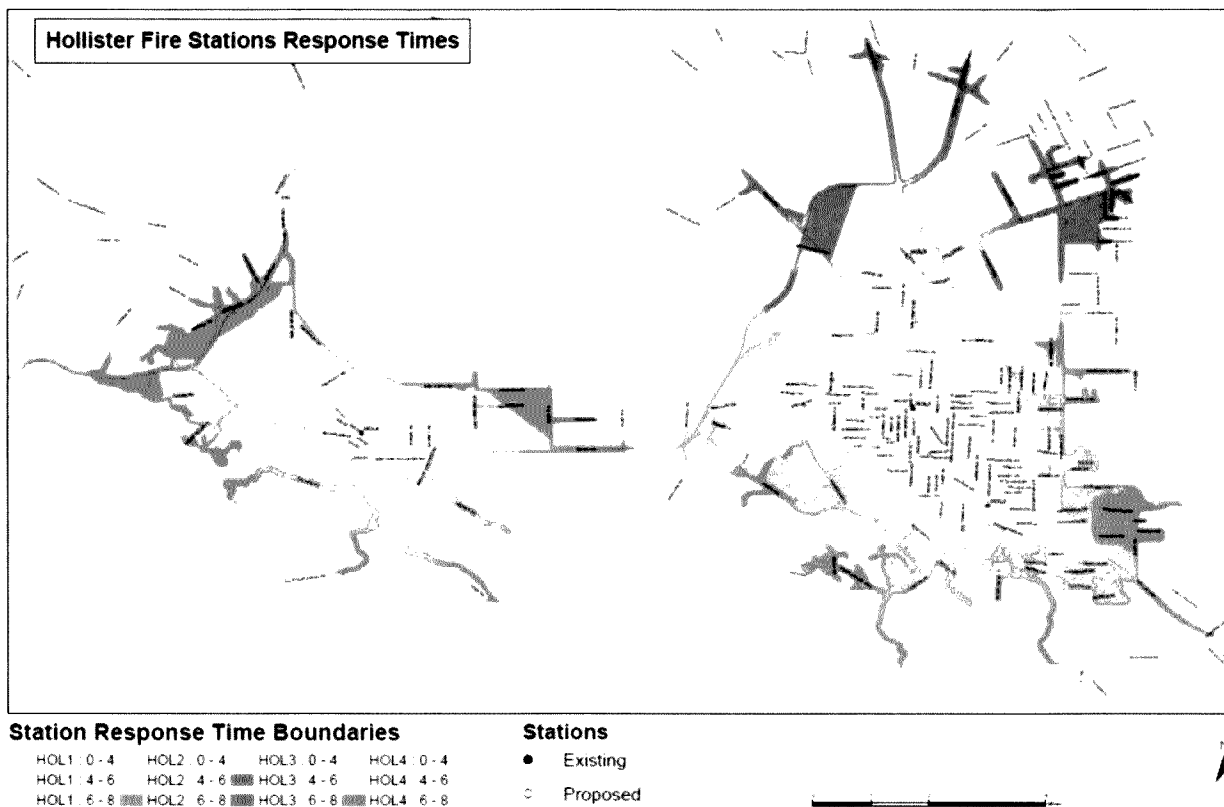
San Juan Bautista engine located within the San Juan Bautista city limits, and no less than a three (3) person response on all CONTRACTOR staffed engines located within the CONTRACTOR city limits (station 1 on Fifth Street and Station 2 on Union Road).

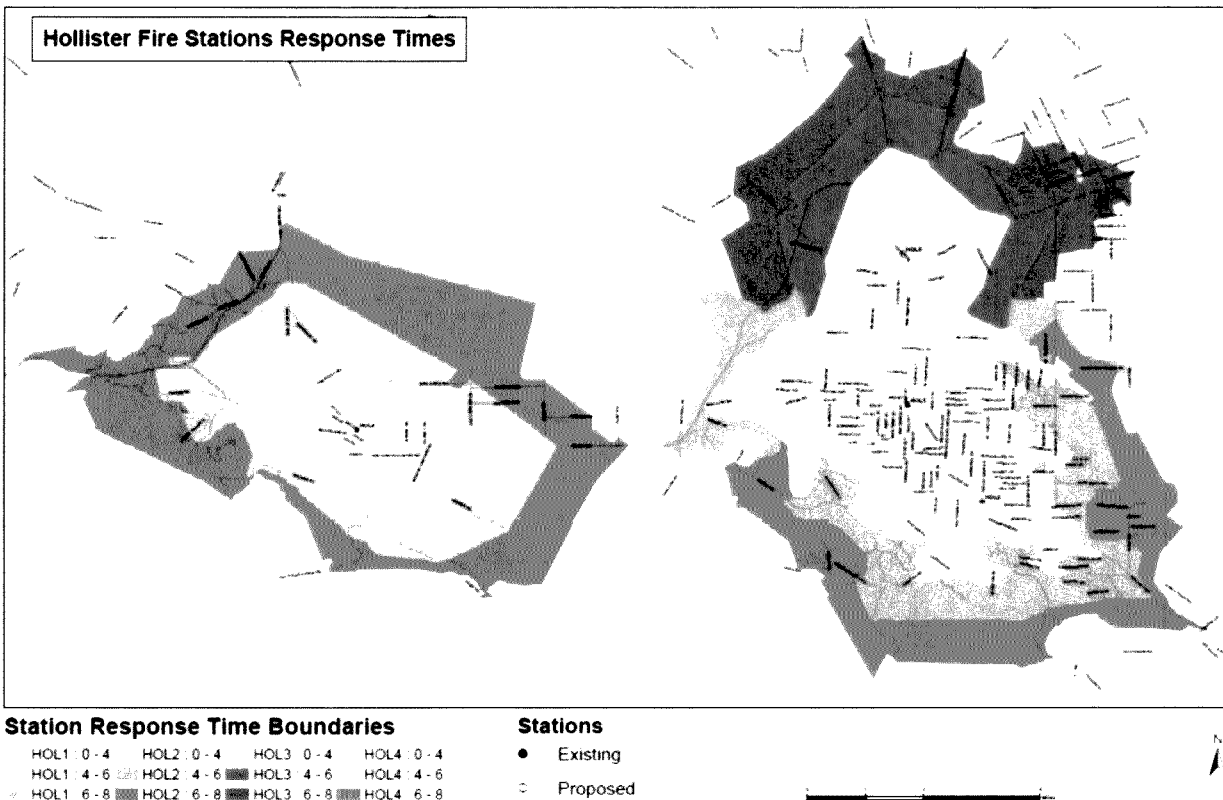
#### A-4 RESPONSE

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 is 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**

**RESOLUTION NO. 2018-281**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLISTER  
AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH SAN BENITO  
COUNTY FOR CONTINUED FIRE PROTECTION SERVICES**

**WHEREAS**, in May 2013, the City Council approved the initial contract to provide Fire Protection Services for the County of San Benito, and

**WHEREAS**, the City Council approved an extension of that contract on October 19, 2015; and

**WHEREAS**, said contract expired on October 1, 2018; and

**WHEREAS**, the County of San Benito still requires Fire Protection Services.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Hollister approves the contract to provide continued Fire Protection Services for the County of San Benito and hereby authorizes the Mayor to execute the contract.

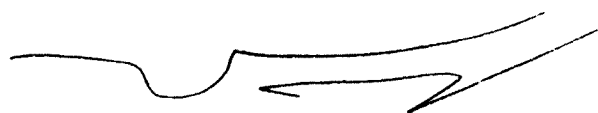
**PASSED AND ADOPTED**, by the City Council of the City of Hollister at a Regular Meeting held this 5th day of November, 2018, by the following vote:

AYES: Council Members Gillio, Luna, Klauer, and Lenoir.

NOES: Mayor Velazquez.


ABSTAINED: None.

ABSENT: None.



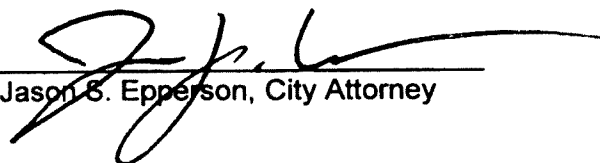
Ignacio Velazquez, Mayor

ATTEST:

  
For Christine Black, MMC, City Clerk

APPROVED AS TO FORM:

Prentice, Long & Epperson, Attorneys at Law

  
Jason S. Epperson, City Attorney

## **C O N T R A C T**

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 October 1, 2015 and terminate on September 30, 2018. It is the intent of COUNTY to enter into this agreement with CONTRACTOR for a long term arrangement. Therefore, it is anticipated that the contract will be renegotiated at the end of its term, unless sooner terminated as specified herein. Notwithstanding the above, this contract shall be automatically renewed on October 1, 2018, and each October 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.

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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 City'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.

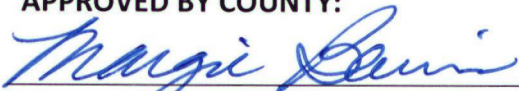
8. **INFORMATION ABOUT CONTRACT ADMINISTRATORS.**

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:**



Margie Barrios  
Chair, San Benito County Board of Supervisors

Date:

10/20/15

**APPROVED AS TO LEGAL FORM:**



Matt Granger, 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:**

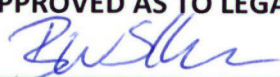


Ignacio Velazquez  
Mayor, City of Hollister

Date:


October 19, 2015

**APPROVED AS TO LEGAL FORM:**



Bradley Sullivan, City Attorney

**ATTEST:**



Thomas A. Graves, CMC, City Clerk



## **ATTACHMENT A**

### **Scope of Services**

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

The Fire Protection Services to be provided by the City of Hollister 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 of San Benito hereby contracts with the City of Hollister to provide administrative and operational management of fire services within the County. The City of Hollister 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 City of Hollister in accordance with the terms of the agreement. The agreement also defines the objective to consolidate all fire services countywide in the unincorporated areas of San Benito County.

- **ADMINISTRATIVE ACCOUNTABILITY:** The Fire Chief or his designee shall meet monthly with the Fire Advisory Committee, made up of two members of the Board of Supervisors, two members of the Hollister City Council, and two members of the San Juan Bautista City Council, to report on administration policies and fire issues ensuring the County has input with regard to fire services provided and future goals of the Department. Quarterly the Fire Chief, or his/her designee, will make a presentation to the County Board of Supervisors regarding the status of fire services within the County, on subjects which may include, but not be limited to, status of training, staffing, costs, call times, etc.

The Parties agree that all action requiring action by the City Council or the Board of the Supervisors shall be taken after due consideration is given to the recommendations of the Fire Advisory Committee on the proposed action. Thus, the Fire Advisory Committee shall have power to make recommendations on the direction of fire services (e.g. grants, station locations, executive staffing, etc.)

- **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 Fire Fighters through improved communications, working relationships, and benefits as determined by the City.
- **JURISDICTION:** Hollister Fire Department has jurisdiction within the boundaries of San Benito County and Hollister City limits with the exception of Aromas Fire 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.
- **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 stakeholders' meetings including but not limited to Base Station, Pre-Hospital Advisory, EMCC, and SCR911 Fire/EMS Task Force and User Meetings.
- **DISASTER PREPAREDNESS:** Ensure that the Department maintains the ability to respond to major emergencies and disasters through participation in local exercises and training that are consistent with the County Operational Area Plan.

### **A-3 PROPOSED STAFFING, TRAINING LEVELS & ORGANIZATIONAL CHART**

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 Fire Captain, Fire Engineer or Firefighter and one full time Fire Chief, two (2) Division Chiefs. City of Hollister will strive to retain 50 reserves.

Three fire shifts will provide no less than a 2 (two) person response to all incidents

#### **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.

#### **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 Union Road. Station 3 will be located in the Northern part of the County, possibly at Rosa Morada and Fairview Road. Station #4, which is located at 4<sup>th</sup> and Polk Streets, is owned by San Juan Bautista. A possible Station 5 will be located in the Southern part of the County. The future location will be referred to the Fire Advisory Committee for recommendation.

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

Fire apparatus and fire vehicles will include both city-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. City 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.

For all County owned vehicles, CITY 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 CITY 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 CITY may cease to make further repairs on any vehicles when CITY 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 CITY determines that a vehicle is not fit for further use because of obsolescence, deterioration, or damage, the CITY 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 City the cost of all accident repairs in excess of \$2,000 per occurrence.

For all fire equipment and vehicles, City shall keep a record regarding maintenance and repairs. All COUNTY personal property provided to CITY for the purpose of fire protection services shall be marked and accounted for by CITY in a manner that will identify the property as belonging to the County if the equipment is later returned to the 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 a total sum not to exceed One Million, One Hundred and Thirty Six Thousand, Two Hundred Sixty Four Dollars (\$1,136,264.00) for the contract term of October 1, 2015 to September 30, 2016.

For the term of October 1, 2016 to September 30, 2017, COUNTY shall pay to CONTRACTOR a total sum of One Million, One Hundred Seventy Thousand, Three Hundred Fifty Two Dollars (\$1,170,352.00).

For the term of October 1, 2017 to September 30, 2018, COUNTY shall pay to CONTRACTOR a total sum of One Million, Two Hundred and Five Thousand, Four Hundred Sixty Two Dollars (\$1,205,462.00).

During any annual renewal terms beginning October 1, 2018, the compensation shall be adjusted annually by the percent change of the year ending December of the Consumer Price Index, All Urban Consumers (CPI-U), for the San Francisco-Oakland-San Jose area, but the increase shall not exceed 3% in any given year. The inflator data for the CPI specified herein this paragraph is typically available in mid-January from the website: <http://www.bls.gov/ro9/pachist.htm>.

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

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

- (a) The City will invoice the County quarterly for services rendered.
- (b) 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 City 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, City 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.**

CITY 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.**

CITY 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. CITY 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. CITY further represents to COUNTY that CITY has no expectation of receiving any benefits incidental to employment.

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

CITY 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. CITY 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.**

CITY 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 DLEGATION 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 CITY 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 CITY 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 ADMINISTRATORS.**

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 CITY'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 CITY'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 CITY. CITY and all of CITY'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**

CITY will apply for grants on behalf of the CITY and COUNTY as it determines prudent in its sole discretion, and will administer all grants received. For grants for the purchase of equipment and supplies, the CITY shall apply those grants equitably between CITY and COUNTY equipment and vehicles, based on age and lifespan of current equipment and vehicles. CITY will provide COUNTY with information on all grants received and how the funds were expended.

#### **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 CITY.

#### **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**

The City will evaluate the feasibility of full time staffing on the west side of the county and the placement of a Reserve fire station and staffing in South County to increase fire protection. **Staffing changes in these stations shall be approved by the County if such changes will result in a change in the cost of the County's contract.** The COUNTY shall continue to explore the establishment of a Mello Roos or similar type of funding source for continued funding of fire services within new commercial or residential developments, which funding shall equal to or exceed the level that Hollister has established, if a fiscal study supports that amount, and/or in an amount as may be supported by the fiscal study.

#### **D-7 MAXIMUM AMOUNT OF CONTRACT**

The parties may agree in writing to modify the maximum amount and compensation terms of this Contract. Any increase shall be approved in advance by the governing bodies of the CITY and COUNTY.

#### **D-8 EFFECTIVE DATE OF THE CONTRACT**

The parties expect that this contract will take effect on October 1, 2015.

**D-9     OTHER**

The County and the City will continue to evaluate the feasibility of the formation of a JPA or special district for fire protection services.

**END OF ATTACHMENT D**

**RESOLUTION NO. 2015-204**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLISTER APPROVING A  
CONTRACT TO PROVIDE CONTINUING FIRE PROTECTION SERVICES TO THE  
COUNTY OF SAN BENITO**

**WHEREAS**, in May 2013, the City Council approved a contract to provide Fire Protection Services for the County of San Benito, and

**WHEREAS**, said contract expired on June 30, 2015, and

**WHEREAS**, the County of San Benito still requires Fire Protection Services;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Hollister approves the contract to provide continued Fire Protection Services for the County of San Benito and hereby authorizes the Mayor to execute the contract.

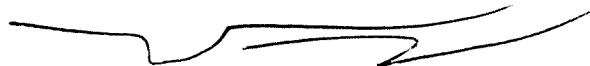
**PASSED AND ADOPTED** by the City Council of the City of Hollister at a regular meeting held this 19th day of October, 2015, by the following vote:

**AYES:** Council Members Klauer, Gomez, Friend, Luna, and Mayor Velazquez.

**NOES:** None.


**ABSTAINED:** None.

**ABSENT:** None.




\_\_\_\_\_  
Ignacio Velazquez, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Thomas A. Graves, CMC, City Clerk

**APPROVED AS TO FORM:**

L+G LLP, Attorneys at Law

  
\_\_\_\_\_  
City Attorney

DUPLICATE OF ORIGINAL  
ON FILE IN THE  
OFFICE OF THE CITY CLERK  
CITY OF HOLLISTER

## C O N T R A C T

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 June 23, 2013 and terminate on June 30, 2015. It is the intent of the COUNTY to enter into this agreement with the CITY for a long term arrangement. Therefore, it is anticipated that the contract will be renegotiated at the end of its term, unless sooner terminated as specified herein. Notwithstanding the above, this contract shall be automatically renewed on July 1, 2015, and each July 1<sup>st</sup> thereafter, for 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 City'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.

[ X ] 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 E. Attachment E 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:

Name: Ray Espinosa

Title: Interim County Administrative Officer

Address: 481 4<sup>th</sup> Street

Hollister, California 95023

Telephone No.: (831) 636-4000

Fax No.: (831) 636-4010

Contract Administrator for CONTRACTOR:

Name: Clint Quilter

Title: City Manager

Address: 375 5<sup>th</sup> Street

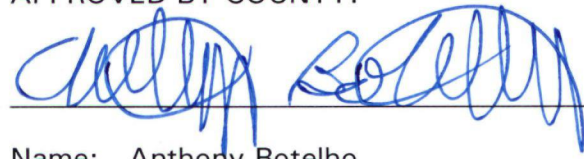
Hollister, California 95023

Telephone No.: (831) 636-4300 Ext 15

Fax No.: (831) 636-4310

**SIGNATURES**

APPROVED BY COUNTY:

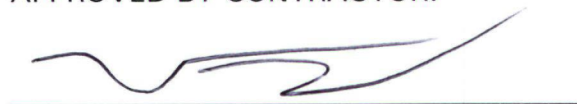


Name: Anthony Botelho

Chair, San Benito County Board of Supervisors

Date: 4/30/13

APPROVED BY CONTRACTOR:



Name: Ignacio Velazquez

Title: Mayor, City of Hollister

Date: May 6, 2013

APPROVED AS TO LEGAL FORM:

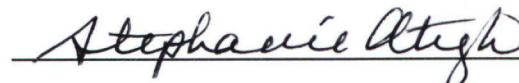
Matt Granger  
County Counsel



By: Barbara Thompson, Assistant County Counsel

APPROVED AS TO LEGAL FORM

Stephanie Atigh  
City Attorney



By: \_\_\_\_\_

## **ATTACHMENT A**

### **Scope of Services**

#### **I.**

#### **OVERVIEW**

The Fire Protection Services to be provided by the City of Hollister are 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, and Fire Inspections and Pre-Planning Services for the County Planning Department.

Additionally, the County of San Benito hereby contracts with City of Hollister to provide administrative and operational management of fire services within the County. The City of Hollister 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 protection program for the County of San Benito.

#### **II.**

#### **OBJECTIVES**

The parties define the following objectives to be met by City of Hollister in accordance with the terms of the agreement. The Agreement also defines the objective to consolidate all fire services countywide in the unincorporated areas of San Benito County.

**ADMINISTRATIVE ACCOUNTABILITY:** The Fire Chief will meet quarterly with the Fire Committee comprised of two members of the Board of Supervisors and two members of the City Council to report on administrative policies and fire issues ensuring the County has input with regard to fire services provided. Quarterly the Fire Chief or his/her designee will make a presentation to the County Board of Supervisors regarding the status of fire services within the County.

**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 City.

**JURISDICTION:** Hollister Fire Department has jurisdiction within the boundaries of San Benito County and Hollister city limits.

**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 and Planning 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.

County and City each agree to establish fire permit fees that effectively recover the agency's costs, as permitted by law.

**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. Ensure that GIS training is provided to all firefighter personnel including reserves who may respond to a call so that all responders are able to utilize the GIS system effectively.

**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 stakeholders' meetings including but not limited to Base Station, Pre-hospital Advisory, EMCC, and SCR911 Fire/EMS Task Force and User Meetings.

**DISASTER PREPAREDNESS:** Ensure that the Department maintains the ability to respond to major emergencies and disasters through participation in local exercises and training that are consistent with the County Operational Area Plan.

### **III.**

#### **PROPOSED STAFFING, TRAINING LEVELS & ORGANIZATIONAL CHART**

Staffing levels, training levels, use of auto/mutual aid agreements, and the transition process shall be consistent with the proposal attached to this contract as Attachment "E", unless otherwise agreed to, in writing, by the parties to this Agreement. The parties intend that the staffing in the Hollister Fire Department will be comprised of 27 full time paid fire professionals with a ranking of Fire Captain, Fire Engineer or Firefighter and one full time Fire Chief, Fire Training Officer and Fire Marshal. Staffing will also include 80 reserves as designated in the proposal.

Three fire shifts will provide no less than a 3 (three) person response to all incidents. No less than one Fire Company will be assigned to each fire station.



#### **IV.**

#### **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.

#### **V.**

#### **FIRE STATIONS**

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 and operated by the City of Hollister, is located at Union Road. Station 3 will be located to the north in the vicinity of Hollister Airport. Station # 4, which is located at 4<sup>th</sup> and Polk Streets, is owned by San Juan Bautista.

The proposal also references the option for a future station to be considered in South County. In reference to the location of the North County site, the City of Hollister agrees to evaluate the number of fire calls received in the unincorporated areas of the County and provide a report to the County Board of Supervisors within one year following execution of this agreement regarding the feasibility of establishing a permanent fire station in the northern area of San Benito County. The Parties agree to meet to discuss funding for the North County site.

#### **VI.**

#### **FIRE APPARATUS AND FIRE VEHICLES**

Fire apparatus and fire vehicles will include both city-owned and 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. City 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. County will provide Fire Chief with a comprehensive list of all County-owned firefighting equipment and apparatus no later than 30 days after execution of this Agreement.

Before the City accepts the County-owned vehicles for use in firefighting activities, the City will review the maintenance records and provide an inspection for each vehicle. The City's acceptance of County's fire vehicles, equipment, or apparatus is conditioned upon City's inspection and written acceptance.

For all County owned vehicles, CITY 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 said vehicles were accepted by the CITY 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 the CITY may cease to make further repairs on any vehicles when the CITY 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 CITY determines that a vehicle is not fit for further use because of obsolescence, deterioration, or damage, the CITY 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 City the cost of all accident repairs in excess of \$2,000 per occurrence.

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

## **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: (check one)

☐ a total lump sum payment of \$ \_\_\_\_\_, or

☒ a total sum not to exceed One Million, One Hundred and Six Thousand, Seven Hundred and Fifteen Dollars (1,106,715.00) Per Year, which shall be adjusted annually to a CPI increase of not more than 3%, as set forth in B-4 below,

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

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

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

(a) The City will invoice the County quarterly for services rendered.

(b) In the first year of the contract, the annual contract amount shall not exceed \$1,106,715, except as set forth herein. In all subsequent years, a CPI adjustment of no more than 3% each year will be added. Specifically, in subsequent years, the contract amount shall be increased annually, starting July 1, 2014, by the percent change of the year ending December of the Consumer Price Index, All Urban Consumers (CPI-U), for the San Francisco-Oakland-San Jose area, but the increase shall not exceed 3% in any given year. The inflator data for the CPI specified above is typically available in mid-January from this website: <http://www.bls.gov/ro9/pachist.htm>.

c) All parties acknowledge that in the event of a major disaster, loss, or need to replace a major piece of county equipment, County shall be responsible to pay to City the cost of the replacement which may exceed the "not to exceed" amount in B-3 above; such purchases shall be subject to the review and approval of the Board of Supervisors. In the case of the County not approving the replacement cost of County equipment, City 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.**

CITY 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 indemnitee 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.**

CITY and its officers and employees, in the performance of this 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 officer or employee of COUNTY. CITY 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. CITY further represents to COUNTY that CITY has no expectation of receiving any benefits incidental to employment.

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

CITY 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. CITY 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.**

CITY 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 this 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 CITY 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 agreement of the parties. There are no understandings or agreements 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 days 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 CITY 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 ADMINISTRATORS.**

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 CITY'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 this contract unless the waiver is in writing and signed by all parties.

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

COUNTY's and CITY'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 CITY. CITY and all of CITY'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 consultation.

**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**

**I.**

**INDEMNIFICATION**

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

**II.**

**AMENDMENTS**

This Agreement may be amended only in writing which is signed by both parties.

**III.**

**GRANT ADMINISTRATION**

CITY will apply for grants on behalf of the CITY and the COUNTY as it determines prudent in its sole discretion, and will administer all grants received. For grants for the purchase of equipment and supplies, the City shall apply those grants equitably between City and County equipment and vehicles, based on age and lifespan of current equipment and vehicles. CITY will provide COUNTY with information on all grants received and how the funds were expended.

**IV.**

**WORKERS COMPENSATION**

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

**V.**

**NO THIRD PARTY RIGHTS**

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

**VI.**

**FUTURE GROWTH**

During the first year of the agreement, the Parties shall meet to develop a process to fund fire services related to future growth. The discussion will include the feasibility of full time staffing on the west side of the county and the placement of a Reserve fire station and staffing in South



County to increase fire protection. All parties will establish a Mello Roos or similar type of funding source for continued funding of fire services within new commercial or residential developments, which funding shall equal to or exceed the level that Hollister has established.

**VII.**

**MAXIMUM AMOUNT OF AGREEMENT**

The Parties may agree in writing to modify the maximum amount and compensation terms of this agreement. Any increase shall be approved in advance by the governing bodies of the CITY and the COUNTY.

**VIII.**

**EFFECTIVE DATE OF THE CONTRACT**

This contract is contingent upon Cal-Fire terminating its contract with the County effective June 30, 2013. County will take action upon the approval of this contract to notify Cal-Fire of the termination of the Cal-Fire Contract and will keep City of Hollister advised of Cal-Fire's response to the County's notification. The Parties expect that this contract will take effect on June 23, 2013.

Attachment "E"

Proposal for Fire Protection Services

## FIRE PROTECTION SERVICE FOR SAN BENITO COUNTY



**Servicing the Community for Over 135 Years**

**Hollister Fire Department**

## **BACKGROUND**

San Benito County Board of Supervisors formed a Fire Protection Committee which has requested a 'snap shot' view of how the Hollister Fire Department could provide fire service throughout the county. The funding is based on combining the current fire budgets from the city and county. This document will provide the Fire Protection Committee an option in recommending a direction for fire protection services.

Hollister Fire Department, San Benito County Fire Department, San Juan Bautista Fire Department, and Aromas Fire Protection District provide San Benito County's fire protection.

### **Hollister Fire Department**

HFD has had the responsibility of fire protection within the city limits of Hollister since 1875. Hollister Fire Department provides service from two fire stations. Station 1 is located at 110 Fifth Street and Station 2 is located at 1000 Union Road. Each station provides service with one 1500 gallon per minute *Type 1* engine. Additional unstaffed and reserve vehicles are stored and maintained at each station. The reserve vehicles can be staffed with off-duty personnel when needed. The service engines are staffed with three (3) personnel referred to as a **Company**. Each Company includes one (1) Captain, one (1) Engineer, and one (1) Fire Fighter. The Hollister Fire Department is supplemented by 25 reserve Fire Fighters who respond to significant calls (See Exhibit A).

### **San Benito County Fire Department**

San Benito County contracts with Cal Fire for fire protection and has jurisdiction in the unincorporated areas of the county. Although San Benito County Fire Department does not own a fire station, it does own fire apparatus that includes the staffed first-out engine, a reserve engine, a water tender and an engine designed for wild land fires. San Benito County Fire Department owns another engine which is housed in San Juan Bautista and is utilized by San Juan Bautista reserve Fire Fighters when they respond into county areas.

### **San Juan Bautista Fire Department**

SJB is an all-volunteer department and has responsibility within San Juan Bautista city limits. San Juan Bautista Fire Department provides response from one station located within the city of San Juan Bautista and responds into the county under an automatic-aid agreement.

Hollister City Fire Department and San Juan Bautista Fire Department are both dispatched from Santa Cruz Regional 9-1-1 EMD center; while San Benito County Fire Department is dispatched by the Cal Fire dispatch center located in Monterey. All 911 calls are initially answered by Santa Cruz Regional 9-1-1. Emergency calls that require San Benito County

Fire Department are then transferred within a 60-90 second timeframe to Monterey. Hollister and County have entered into an auto-aid agreement that specifies areas where both agencies' resources are dispatched to during an emergency. Both the city and county fire departments request mutual-aid assistance from each other regularly.

## OVERVIEW

If Hollister City Fire Department provides fire service to the county, additional facilities will need to be strategically located using *Standards of Cover*. Standards of cover will locate fire stations to provide 4-7 minute response times for 90% of calls. Desirable locations are to the west and to the north of the city. A station located on the west side will provide additional response to the west side of the city as well as to San Juan Bautista. Locating a station to the north will provide improved coverage to the industrial district of the city and cover a large population in the unincorporated area. Both locations will allow utilization of Hwy 156 for access to the other response zone.

Positioning resources throughout the county improves response times, which are imperative to life safety and reducing life hazards. A station located to the west as well as the north will provide the most efficient fire protection. The city of San Juan Bautista owns a facility that may be utilized for the fire station in the West. The recommendation is to use this facility.

Hollister Fire Department is proposing two tiers of response. Travel times will determine the resources that are dispatched to an emergency. Emergencies within 15 minutes travel time will receive resources as follows: (See Exhibit B)

- Medical emergency- one company (3 personnel)
- Vehicle accident with injuries- two companies ( rescue unit & engine) (6 personnel)
- Structure fire- three companies (9 personnel) and reserves; off-duty paid and reserves to cover stations
- Vegetation fire- two companies and reserves (6 personnel); off-duty to cover stations
- Hazardous materials incident- one company (3 persons); additional resources as required
- Technical rescue- one company (3 personnel)
- A Chief Officer will be notified and dispatched to all incidents requiring an Incident Commander.

Emergencies which occur outside the 15 minute travel time will receive resources as follows:

- Medical emergency- one company (3 personnel)
- Vehicle accident with injuries, two companies (6 personnel) with reserves staffing the second engine
- Structure fire- three companies (9 personnel), off-duty personnel and reserves will staff the second and third engine, water tender, or needed equipment.
- Vegetation fire- two companies and reserves staffing the second engine, plus Cal Fire (as required by State mandate)

- Hazardous materials incident- one company (3 personnel) or (Haz-mat team)
- Technical rescue- one company (3 personnel)
- A Chief Officer will be notified and dispatched to all incidents requiring an Incident Commander.

If an incident was to escalate beyond the capabilities of the initial resources, additional equipment staffed with on-duty and off-duty personnel, as well as reserves, could be requested. A minimum level of service will need to be maintained throughout the department to respond to any additional emergencies. If the number or size of incidents was to affect the minimum level of service a request for mutual aid would be made. (*Mutual aid is the use of adjoining agencies for additional resources during a draw-down of resources.*)

In order to provide this level of service, an additional engine company will need to be placed in service. To maintain consistency with department operations the additional engine company will be staffed with personnel that meet the job specifications.

## STAFFING

### Fire Chief

The Fire Chief provides administrative direction and leadership for all fire department functions, operations and personnel through the direction of staff and a review of their activities. Responsibilities include: reviewing the general operations of the department to determine efficiency; initiate and advise on the development of ordinances and regulations; makes recommendations to the cities and county staff for the establishment and maintenance of an adequate fire defense; supervises subordinate officers in the development and operation of fire training and fire prevention programs; prepares budget estimates; prepares short and long range plans for the development of the department; developing and implementing policies and procedures.

It will be the obligation of the Fire Chief to keep the City Managers, City Councils, County C.E.O. and Board of Supervisors informed of the direction of departmental progress within this newly created agreement. The Chief will likewise bring departmental requirements and staff recommendations to the City Managers, City Councils, County C.E.O. and Board of Supervisors.

### Fire Marshal

The Fire Marshal will be in charge of *Fire Prevention Bureau* and will be assigned to a 40 hour work week. Fire Prevention responsibilities will be done city and county-wide. These responsibilities include: plan review; inspections during construction; final testing and approval of fire safety features on structure improvements or new construction; inspections and company inspections of existing businesses, assembly occupancies, schools, and other state required inspections. The Fire Prevention Bureau will continue to ensure that fire safety requirements are met for the protection of life safety.

An equally important facet of Fire Prevention is the preplanning of existing and new building to support suppression activities and provide for the safety of fire personnel. Prevention Bureau is responsible for fire investigations in the city and county in the determination of fire cause (such as accidental, arson, or violations of fire safety codes). Fire Prevention will be responsible for overseeing public education regarding fire safety and hazardous materials in both classroom settings as well as at business sites, the issuances of fire permits regarding firework stands, public firework displays, debris burns, and other public events, cost recovery in the form of permit fees, violation fines, and building permits.

The Fire Marshal will assist the Fire Chief by providing Command and Safety roles at emergency scenes, and providing assistance with technical assistance, developing department objectives, policies, and procedures, setting goals and prioritizing daily operations.



The City of Hollister and the County of San Benito Code Enforcement Officials will need to take consistent, effective action with problem areas that have been identified by the suppression companies or Fire Marshal.

### **Fire Captain**

A certified company officer (Fire Captain) is assigned to each engine company and provides direct supervision over sworn staff. Fire Captains report directly to and receive general direction from the Fire Chief or designee. The standard that Hollister Fire has adopted for Fire Captain is the California State Fire Marshal "Fire Officer" certification. Other requirements include Incident Command System (ICS) 400, National Incident Management System (NIMS) 700 and 800, Hazardous material I.C. and two years of experience with a municipal fire department. A Captain provides direction to work groups and is responsible for crew safety. The Fire Captain is a vital element to the fire departments shift and crew operations. Our Captains must also: (1) possess a valid EMT card, (2) be Automatic External Defibrillation (AED) trained, and (3) possess a California Class B driver's license.

There is a Fire Captain assigned as both the *Training Program Manager* and *Reserve Liaison*. This Captain oversees scheduling and record keeping of all department training. The Training Captain/Reserve Liaison also facilitates communications between the reserve group and the Fire Chief.

### **Engineer**

An Engineer is assigned to each engine company to drive and operate the vehicles. The Engineer receives general direction from the Fire Captain and exercises technical supervision over Fire Fighters with respect to the operation and maintenance of vehicles, equipment, and apparatus. An Engineer must: (1) possess a California State Fire Marshal "Driver/Operator" certificate, a "Fire Fighter I certificate and a "Fire Fighter II" certificate, (2) be trained to Hazardous Materials Operational level , (3) possess Class B driver's license, and (4) possess AED and EMT certifications. This ensures that the vehicle operators have been trained in all aspects of the job to include routine testing and maintenance.

### **Fire Fighters**

Fire Fighters are assigned to the engine companies and receive direct supervision from the Fire Captains. Fire Fighters must possess California State Fire Marshal "Fire Fighter I" certificate. This certification signifies that its bearer has attained training to all state standards, has completed a minimum of 348 hours of training, plus passed all manipulative performances and all examinations. Fire Fighters are also required to obtain hazardous materials training to

the Operational level. Additionally, each of our Fire Fighters: (1) are medically trained to the EMT level, (2) must possess a valid California driver's license and (3) are AED trained.

### **Reserve Fire Fighters**

The Hollister Fire Department Reserve Fire Fighters are utilized and depended upon to a significant degree within our department when incidents requiring additional resources occur. This necessitates our reserves to be trained in a similar manner and to the same standards as our paid staff. This criterion for instruction is met during the reserves' mandatory attendance of our training academy. Academy is comprehensive and in-house. We teach by utilizing portions of the California State Fire Marshal's "Fire Fighter I" training curriculum. This enables us to keep reserve and paid staff training aligned and to keep standards high. Likewise, reserves are Hazardous Materials Operational level, meet the California Code of Regulations Title 22 for medical training and AED trained.

Reserves throughout the county will need to be brought into one cohesive group. Having all Reserve Fire Fighters attend the City of Hollister Fire Department's Basic Training will ensure that Fire Fighters from San Benito County Fire Department and San Juan Bautista would be familiar with Hollister City Fire's operations and equipment. Current San Benito County Fire Reserves will play an integral part in providing cross-training on the unique apparatus and equipment that San Benito County Fire utilizes on a regular basis. This will provide for a consistent level of service. The total number of reserve Fire Fighters will be increased to a level to accommodate all current reserves and the roster size will then be reestablished at eighty (80).

## STAFFING LEVELS

### Current staffing levels:

Hollister		SJB	County (Cal-Fire)	
• Chief	1	100% Volunteer	Chief	10 %
• Captains	7	Fire Fighters	Captain	1
• Engineers	9		Apparatus Operator	3
• Fire Fighters	6		Fire Fighter	2
• Reserves	25		Reserves	25
• Prevention	0		Prevention	0
• Clerical	1/2			

### Proposed staffing levels:

- PCF(reserves) 80 on call by pager
- Reserves on Duty 4
- Fire Fighters 6
- Engineers 9
- Captains 9
- Admin Asst 1
- Training Officer 1 always on call by pager
- Fire Marshal 1 always on call by pager
- Fire Chief 1 always on call by pager

Proposed staffing levels revolve around the premise that current levels of fire service are maintained. (See Exhibits C and D).

## TRAINING LEVELS

Hollister Fire Department recognizes the California State Fire Marshal (CSFM) as the training authority and uses the CSFM Fire Fighter I and Fire Fighter II training curriculum. When personnel are added to the reserve group, an in-house Basic Training Academy is conducted to ensure that all staff is trained to minimum levels.

Scheduled training for the PCF (reserves) is conducted on the first Wednesday and third Wednesday of each month from 7:00pm to 9:00pm. This accommodates reserve staff who work normal business hour type jobs. There are two, two hour drills scheduled for each month. Scheduled drills consist of practicing firefighting skills, technical rescue, and company evolutions. Reserves are required to participate in 24 hours of station time in which the reserve needs to complete three hours of training consisting of classroom activities and an individual performance evaluation. Each quarter reserves need to meet a minimum attendance requirement of 75% of drills, 24 hours of station time, and respond to 25% of paged out calls.

Paid staff is assigned 200 hours of annual training, the training categories assigned are; fire, technical rescue, and hazardous materials. Staff members that have met the criteria to be qualified driver/operators are assigned an additional 12 hours of driver training annually. Training for full-time staff is scheduled during normal work shifts.

The Emergency Medical Services (EMS) training conducted by Hollister Fire Department is approved by the San Benito County Medical Services Coordinator. Once the curriculum and the instructor have been approved the training is then offered to all EMS agencies within the county. Upon completion of the training, continued educational units are provided through the Medical Services Agency.

Specialized apparatus (Truck, Rescue, Water Tender, Light Air Unit, and Wild Land Engine) will be cross staffed by on-duty personnel. All equipment will be available for response with call-back personnel consisting of off-duty and reserve personnel.

## CURRENT AUTO/MUTUAL AID AGREEMENTS

Current operations include frequent use of auto or mutual aid requests. The aid agreement between the City and County states the City can request either one (1) Type 1 Engine or one (1) Type 3 Engine with the staffing level of two. The County can request one (1) Type 1 Engine (staffed with three (3)), the Truck, or the Rescue (staffed with two (2)) depending on the nature of the incident. When a request for aid is made, the agency providing aid becomes a resource to the requesting agency and is committed to the incident outside their jurisdiction. The auto aid areas are disproportionate in size. Hollister City Fire Department responds to a larger area of the county than what San Benito County Fire Department covers in the city. This also creates a disproportionate number of calls the Hollister City Fire Department responds to in the county area. Hollister Fire responds more personnel into the county than the county responds into the city per call.

During the calendar year for 2012 Hollister Fire Department provided aid to the county approximately 413 times. Hollister Fire received aid from the County Fire Department approx. 54 times with 29 of those calls at the same address. ***Duplication of resources currently occurs on some auto-aid incidents. With one fire agency providing service, there will not be duplication of service and auto aid agreements could be simplified - or in some cases eliminated.*** Any current auto aid agreements which San Benito County has entered will remain in effect. The aid agreement between the County and San Juan Bautista may need to be modified but will remain in place. With one agency providing fire service additional resources could be requested on a common radio frequency through a common dispatch center. The common dispatch center will eliminate the delay of transferring 9-1-1 emergency calls from one dispatch center to another. This improves response times by 1 to 2 minutes in most cases.

## THE TRANSITION

The transition will start with an evaluation of San Benito County Fire Department's equipment and training records. This will set the overall progression of the transition. The transition will consist of hiring and training the personnel, making adjustments to standard operating procedures and responding to emergencies. Hiring personnel could be done simultaneously with the training and could be accomplished within three months. Any adjustment to operational procedures will need to be evaluated as needs are determined.

Emergency response will take place as soon as the minimum staffing is met. The additional fire station may be accomplished by establishing a temporary station on the new site until required tenant improvement/construction is complete. An alternative to a temporary station could be to respond to emergencies from an existing city station.

The combination of city and county resources will provide for the *immediate* needs. The presumption is that all engines are outfitted according to NFPA standards, meet DOT Standards and the ongoing preventative maintenance has been completed. It is also presumed that other firefighting equipment such as Self-Contained Breathing Apparatus (SCBA), personnel protective equipment and fire hose has been inspected, tested, and maintained according to NFPA. Current aid agreements will need to be reviewed and modified. It is also suggested that the City of Hollister Fire Department and San Juan Bautista Fire Department utilize like standards and procedures.

## FINANCIAL IMPLICATIONS

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The financial implications do not address the need for an additional fire station or the costs to operate such a facility.

It should be noted that the regionalization of fire service would increase the availability of grant funding to address ongoing and future needs.

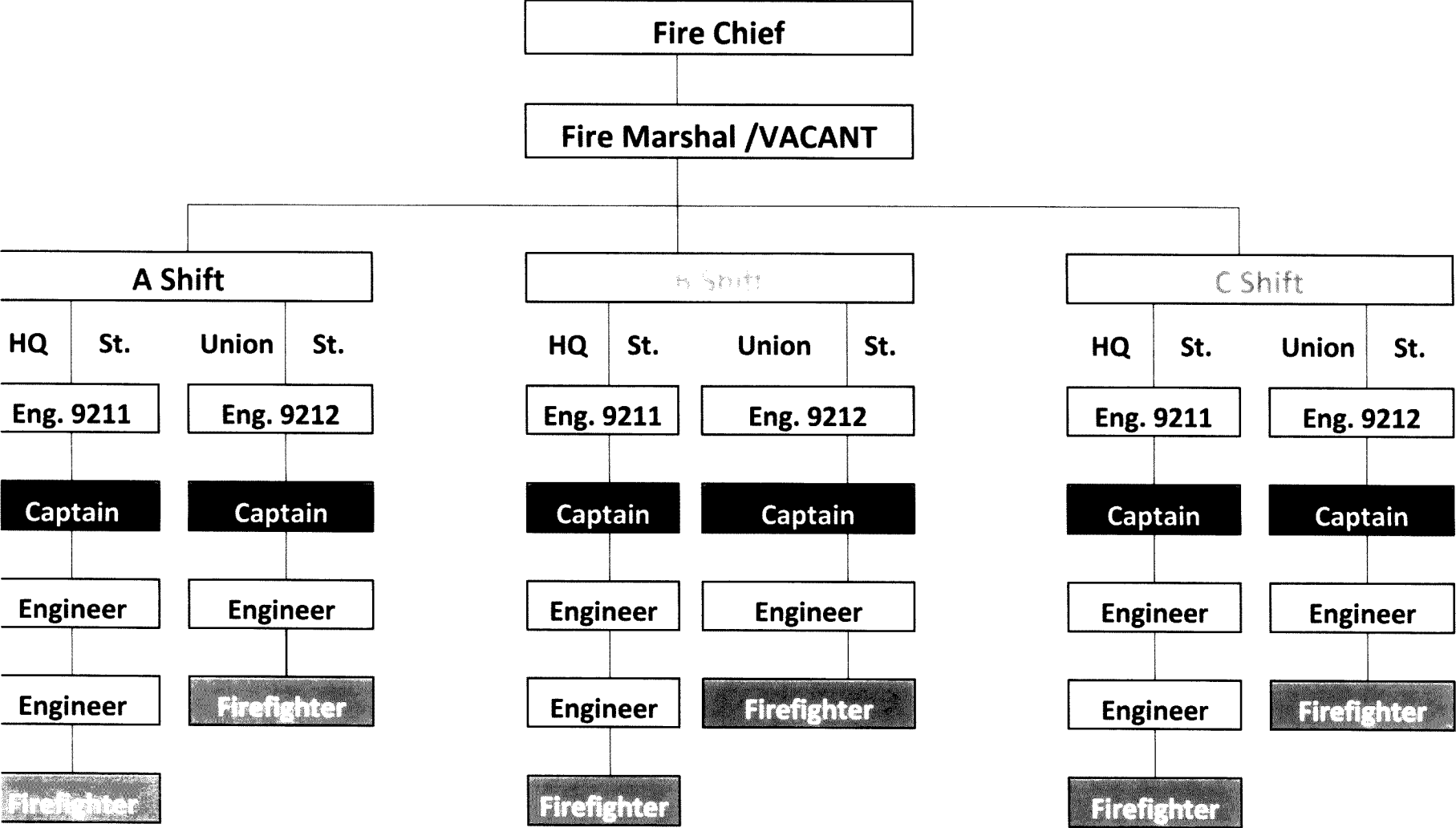
Services and supplies include operating supplies, fuel, vehicle maintenance, and training costs.

The City is open to negotiating a multiyear contract with annual increases tied to an appropriate index and capped at 3% annually.

Cost to San Benito County for fire protection is **\$1,106,715.00** annually. Cost includes Salaries and Benefits, Services, Supplies and Equipment, Fuel, and other operating costs.

EXIBIT: A

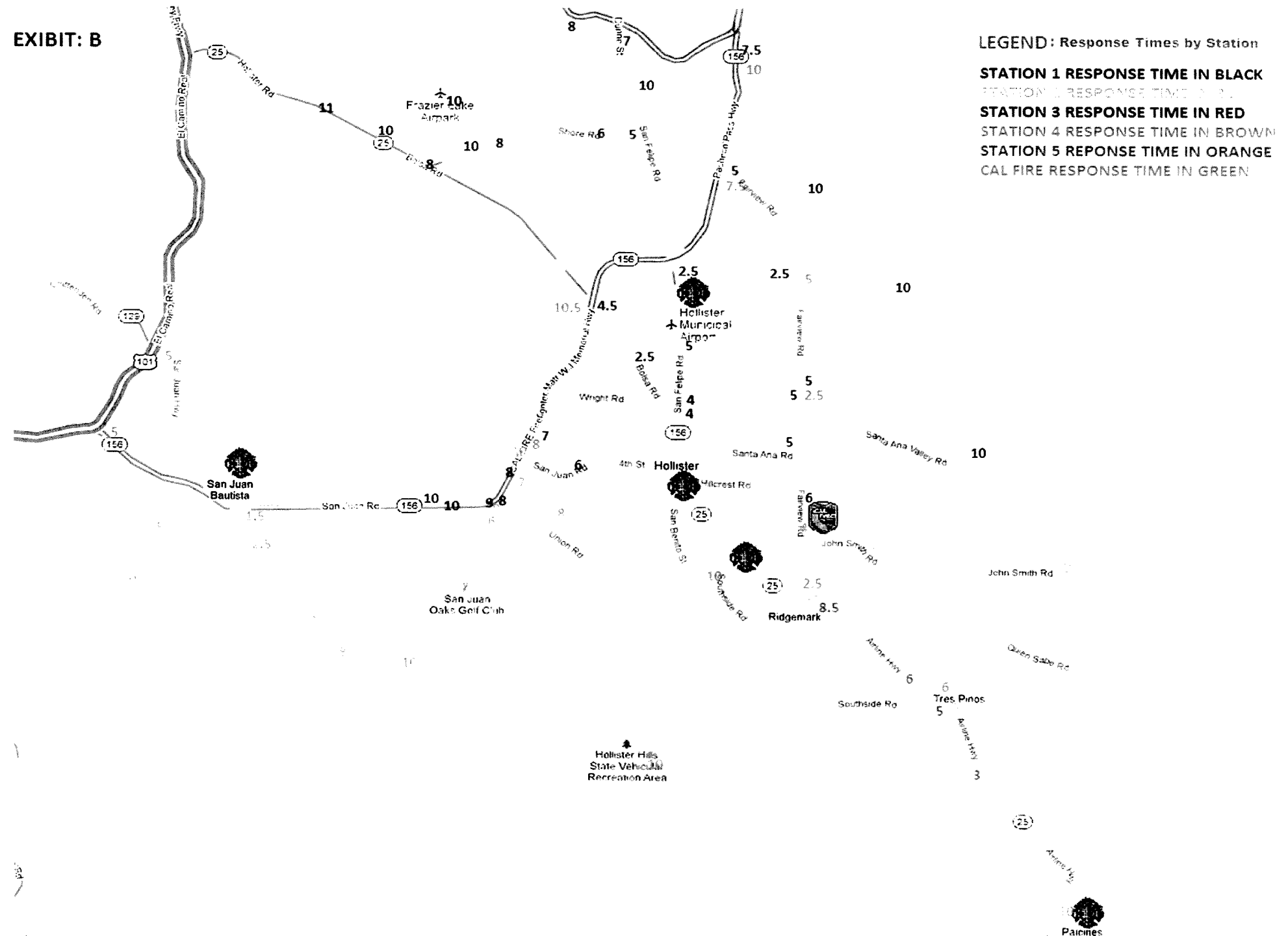
Current Staffing in Hollister



25 Reserve Firefighters



**EXHIBIT: B**



**LEGEND: Response Times by Station**

**STATION 1 RESPONSE TIME IN BLACK**

STATION 1 RESPONSE TIME: 0.2.

### STATION 3 RESPONSE TIME IN RED

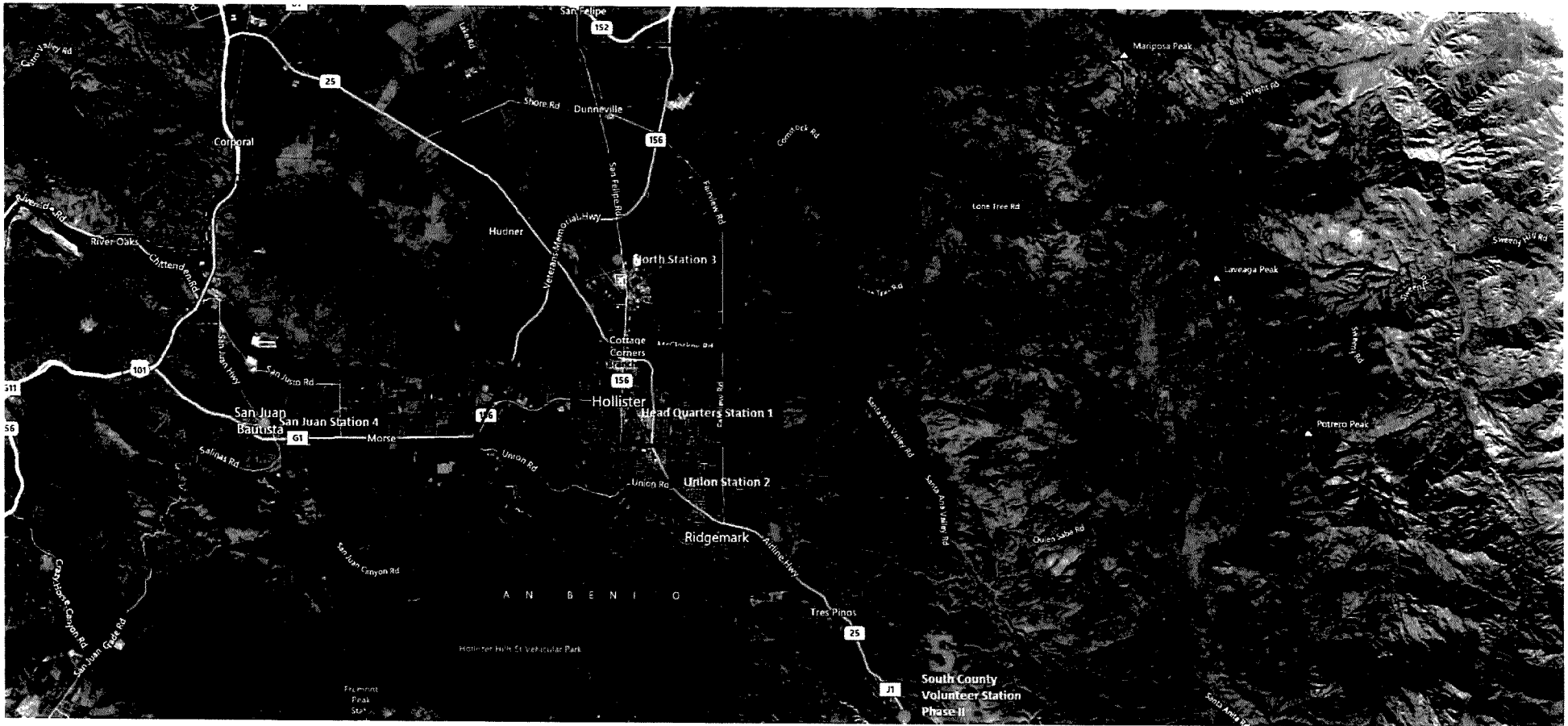
STATION 4 RESPONSE TIME IN BROWN

STATION 5 REPOSE TIME IN ORANGE

CAL FIRE RESPONSE TIME IN GREEN

## EXHIBIT: C

# RESPONSE DISTRICTS



**Represents Station 1 Head Quarter's Response Area**

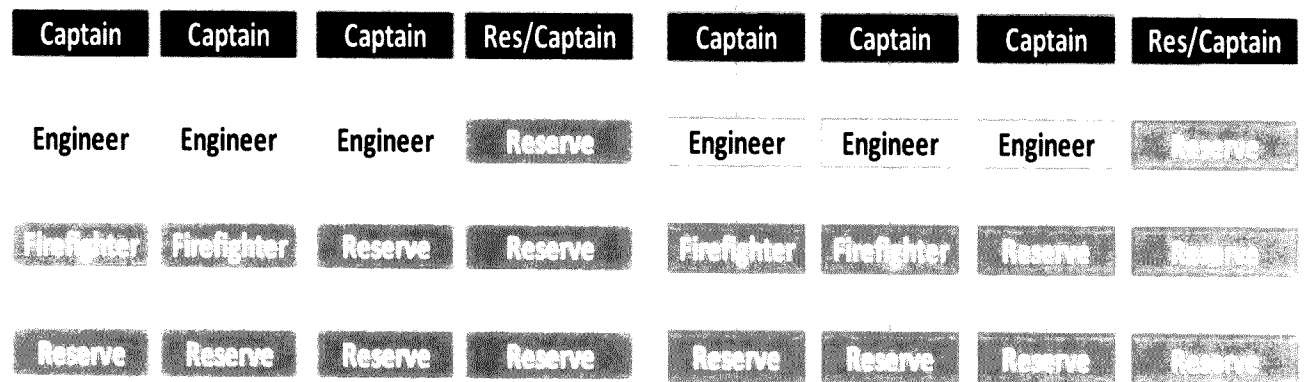
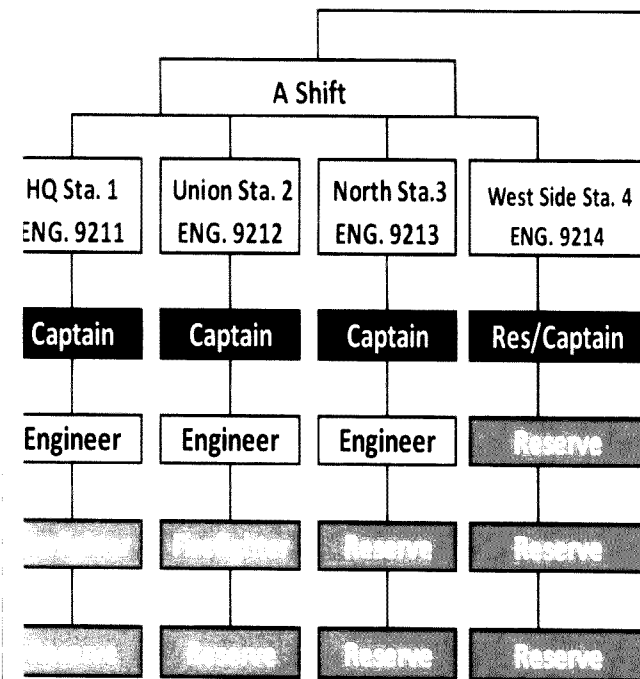
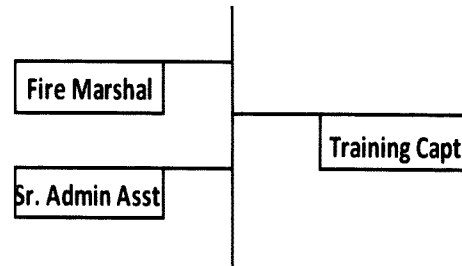
**Represents Station 2 Union Station's Response Area**

**Represents Station 3's (North Station) Response Area**

**Represents Station 4's (West Side Station) Response Area**

**Represents Station 5's Future Location and Response Area During Phase II**

### Planned Staffing Phase 1



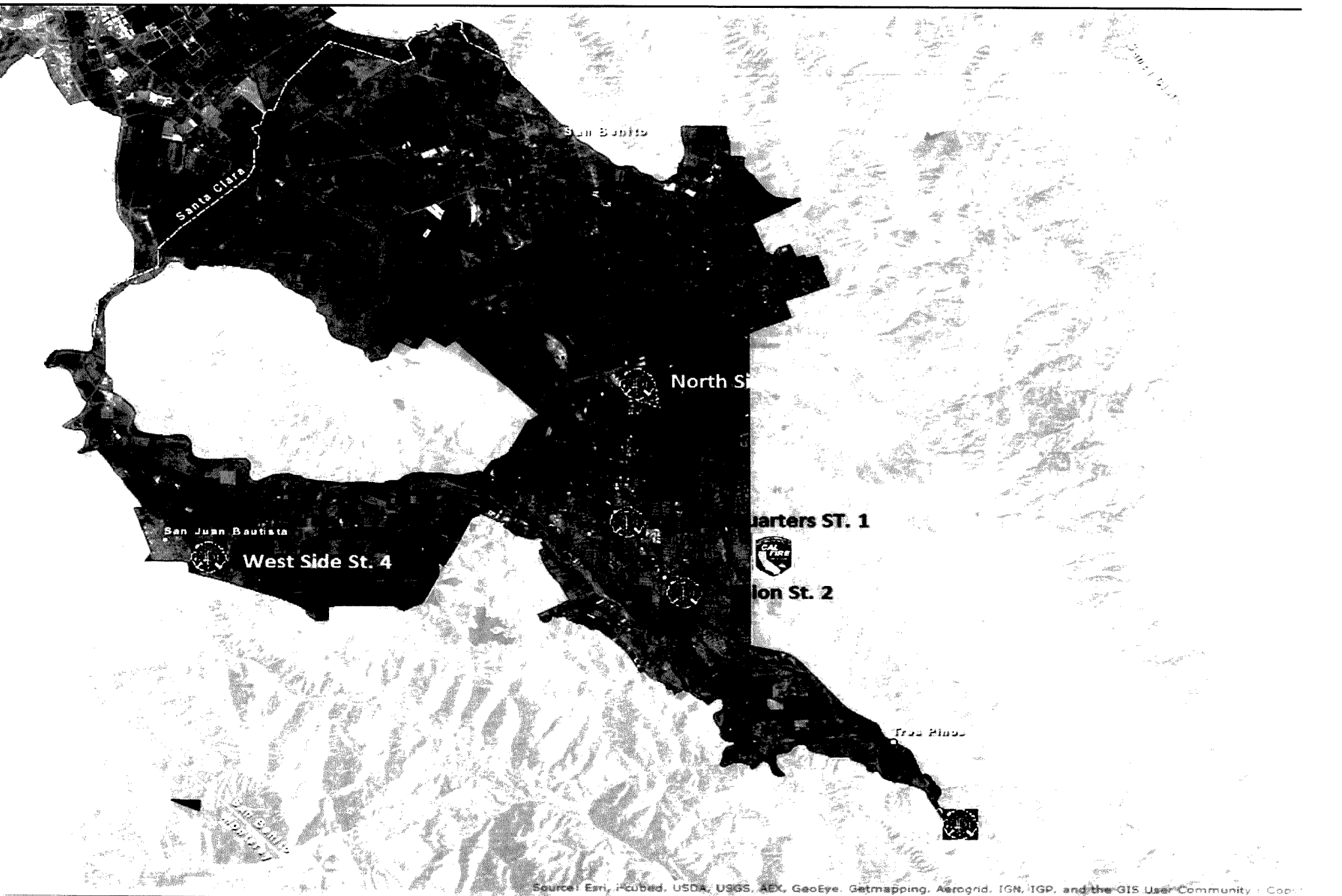
## 80 Reserve Firefighters

**EXHIBIT: E**

## Calls for Emergency Service

**Dots indicate Emergency Service call locations**

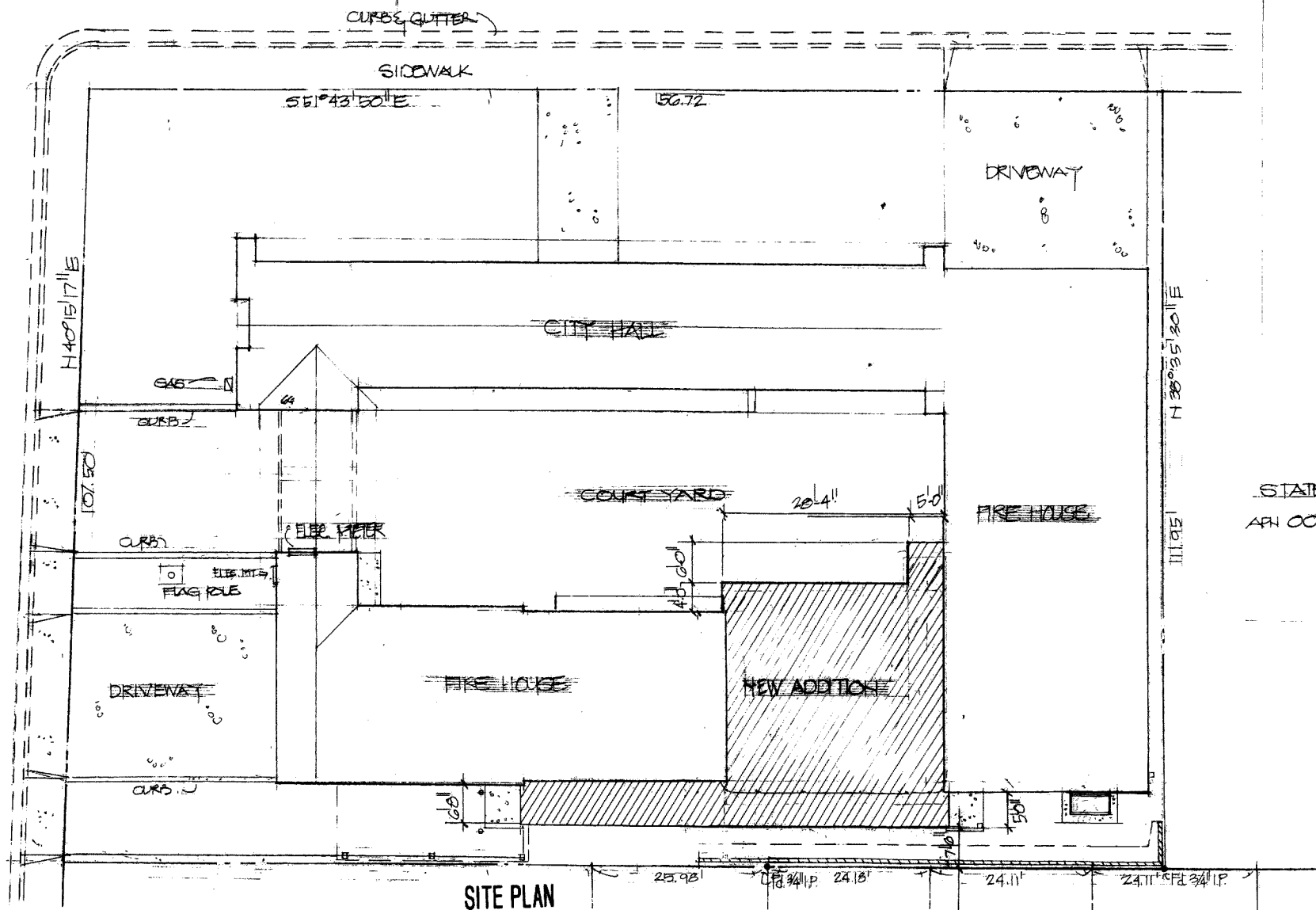
XHIBIT F



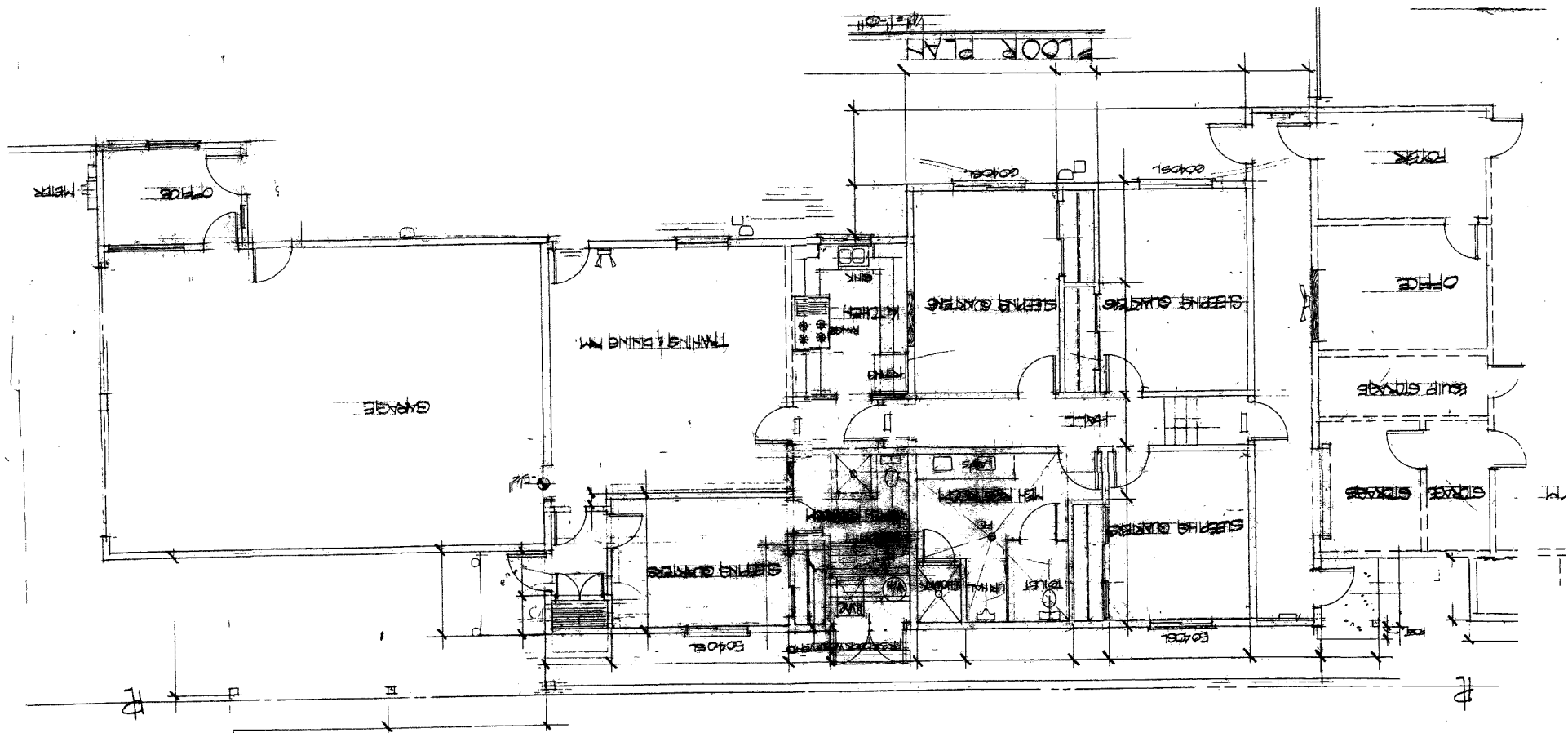
Source: Esri, iCubed, USDA, USGS, AEX, GeoEye, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community - Copied

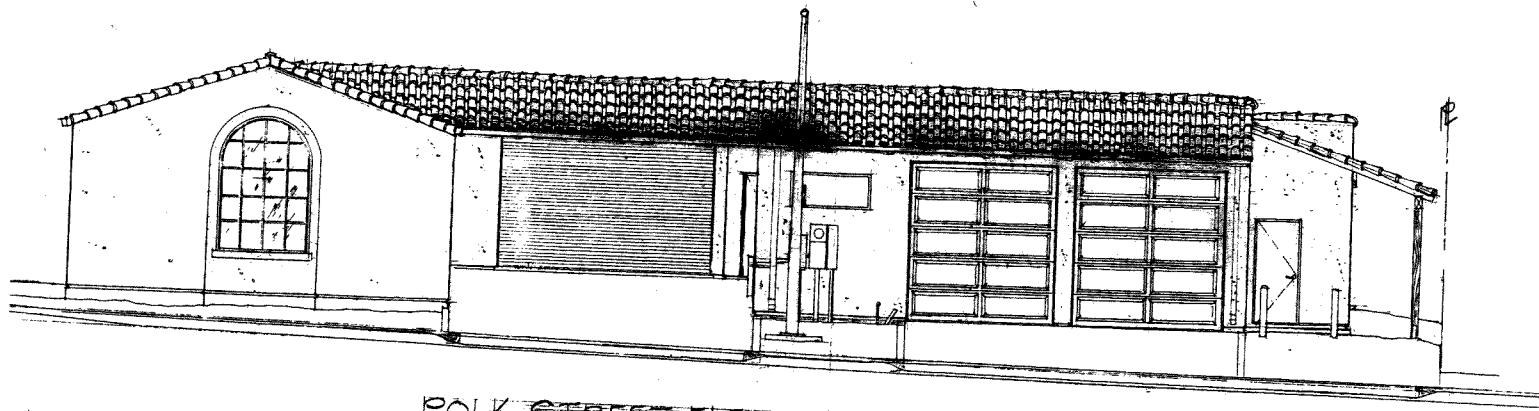
# SECOND STREET

STREET



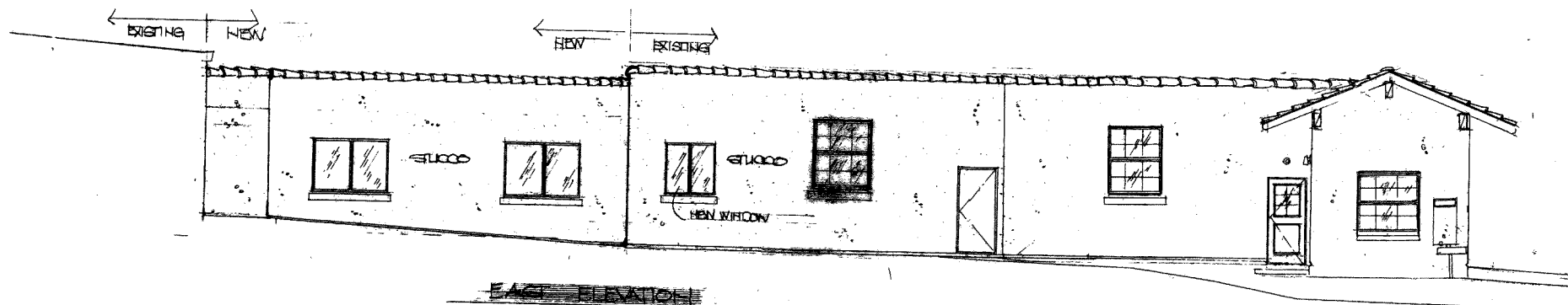
STATE OF CALIFORNIA  
APR 002-TG-002

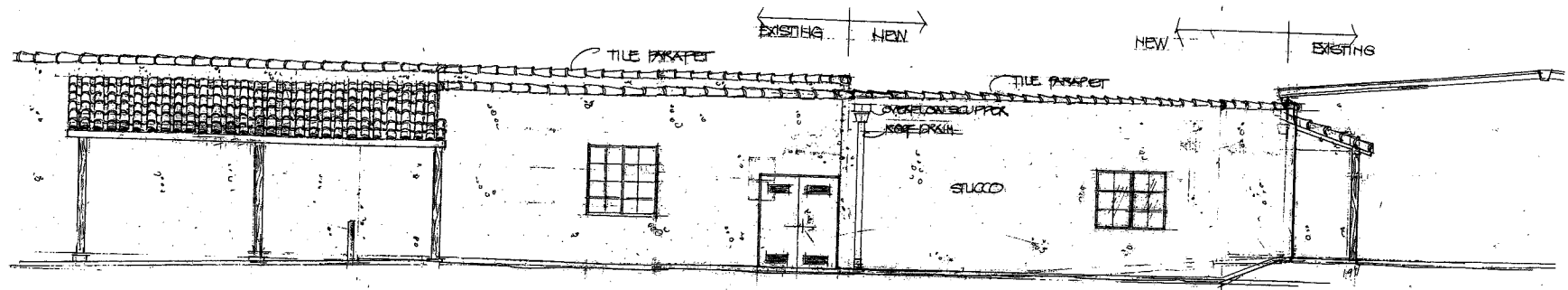




POLK STREET ELEVATION







WEST ELEVATION

**RESOLUTION NO. 2013-54**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLISTER  
AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH THE COUNTY OF  
SAN BENITO FOR FIRE PROTECTION SERVICES**

**WHEREAS**, the County of San Benito requested a proposal from the City of Hollister Fire Department for Fire Protection Services, and;

**WHEREAS**, the City has negotiated a contract with the County of San Benito based upon that proposal, and;

**WHEREAS**, the City Council has determined that entering into such a contract is in the best interest of the City;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOLLISTER** that the contract for Fire Protection Services with the County of San Benito is approved.

**BE IT FURTHER RESOLVED**, that the City Council of the City of Hollister authorizes the Fire Department to hire personnel to fulfill the contract requirements.

**PASSED AND ADOPTED**, at a regular meeting of the City Council of the City of Hollister duly held on the 6th day of May 2013, by the following vote:

AYES: Council Members Valdivia, Friend, Scattini, Gomez, and Mayor Velazquez.

NOES: None.

ABSTAINED: None.

ABSENT: None.

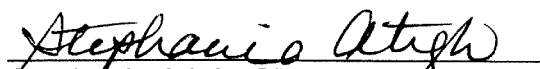


Ignacio Velazquez, Mayor

ATTEST:

  
Geri Johnson, MMC, City Clerk

APPROVED AS TO FORM:

  
Stephanie Atigh, City Attorney

DUPLICATE OF ORIGINAL  
ON FILE IN THE  
OFFICE OF THE CITY CLERK  
CITY OF HOLLISTER