



# CITY OF PACIFIC GROVE

## AGENDA REPORT

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** Andrew Miller, Fire Chief

**MEETING DATE:** June 4th, 2008

**SUBJECT:** CONSIDER A RESOLUTION APPROVING THE RENEWAL OF CONTRACTUAL ADMINISTRATIVE FIRE SERVICES TO THE CITY OF CARMEL  
*In 2005 the Council agreed to provide Fire Administrative Services to the City of Carmel-by-the-Sea by contract. The contract is up again for renewal at an increased rate of \$135,000 up from \$90,000. It is now before the Council for contract approval consideration.*

**RECOMMENDATION**

Approve the Resolution approving contract renewal to provide fire administrative services for the City of Carmel.

**DISCUSSION**

In November of 2005 the City Council authorized Pacific Grove Fire Chief Andrew Miller to provide the City of Carmel-by the-Sea full fire administrative services by an annual contract. The Fire Administrative Services contract was renewed in 2006 and expired in November 2007. Services have been provided on a month to month basis as contract negotiations were conducted. To that end, a fair and equitable contract was finalized and is now before the Council for consideration.

In essence, Fire Chief Andrew Miller has served as the Fire Chief for the Carmel Fire Department (CFD) and Assistant Chief David Brown has served as their Assistant Fire Chief. Staff will continue to take on the assignment and is committed to accepting the added workload. It should be noted that PGFD and CFD have been streamlined to facilitate standardized operational schedules and training programs, both agencies now work as one, thus stabilizing the administrative workload.

In these times of increased personnel costs and governmental regulations, this collaborative, innovative approach of providing joint fire administrative services eliminates redundancy and provides for more efficient and cost effective fire protection services for both Pacific Grove and Carmel.

### **Scope of Proposed Services**

The Pacific Grove Fire Chief and assigned staff will provide the CFD with administrative management services as described in the position description for the Carmel Fire Chief. The Carmel Public Safety Director will maintain full authority and responsibility for all CFD employee personnel matters. Administrative and operational assistance by Pacific Grove will include the following functions: administrative oversight, budget administration, development of policy, orders, procedures and practices, training, administrative audits, management of the CFD daily operations and professional representation as agreed to by Carmel and Pacific Grove. There may be extraordinary circumstances that would dictate the use of personnel, and/or equipment from one department to the other beyond what normal mutual aid requirements would dictate. Special utilization of personnel, apparatus and equipment on an as needed basis, will be billed out at the current State Office of Emergency Services (OES) rate on file at State OES for services rendered under the terms of this agreement as invoiced by Pacific Grove to Carmel. See attached contract for a more comprehensive description of "Scope of Proposed Services."

### **Term**

The proposed contract renewal would commence on November 1, 2007 (retroactive) and end November 1, 2008. This agreement may be renewed annually by mutual written consent of both City Managers. Furthermore, either party upon thirty (30) days written notice may cancel this agreement. Payment for services hereunder shall become immediately due and be retroactive back to November 1, 2007.

### **Administrative Fire Services Compensation**

The Carmel City Council has agreed to increase the compensation to Pacific Grove for the fire administrative services contract from \$90,000 up to \$135,000 per year and that said services would be prorated at a rate of \$11,250.00 per month. Carmel will render payment to Pacific Grove for services under the terms of the contract, in quarterly installments as invoiced by Pacific Grove to Carmel.

### **FISCAL IMPACT**

The renewed contract will generate \$135,000 annual revenue. Carmel will continue to pay \$20,000 for their share of the Monterey Duty-Chief contract. In total, Carmel will compensate Pacific Grove \$155,000 annually for fire services rendered, plus any additional costs associated with the use of specific line staff resources and equipment.

### **ATTACHMENTS**

- Resolution
- Exhibit A - Fire Services Agreement

RESPECTFULLY SUBMITTED,

---

ANDREW D. MILLER  
FIRE CHIEF

REVIEWED BY,

*James J. Colangelo*

Digitally signed: I have reviewed this document

---

JAMES J. COLANGELO  
CITY MANAGER

**RESOLUTION NO. 08-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE  
AMENDING AN AGREEMENT FOR FIRE ADMINISTRATIVE SERVICES  
WITH THE CITY OF CARMEL-BY-THE-SEA**

**WHEREAS**, it is often practical and necessary for the City of Pacific Grove Fire Department to provide aid to neighboring fire departments to compensate for the lack of certain specific physical and personnel resources of the neighboring city;

**WHEREAS**, the City of Carmel-by-the-Sea has a current need for fire administrative services which can be provided by the City of Pacific Grove;

**NOW, THEREFORE**, THE COUNCIL OF THE CITY OF PACIFIC GROVE DOES RESOLVE AS FOLLOWS:

SECTION 1. The agreement entitled, **“FIRE SERVICES AGREEMENT BETWEEN THE CITIES OF CARMEL-BY-THE-SEA AND PACIFIC GROVE”**, on file with the City Clerk, is hereby approved and adopted, and the City Manager is hereby authorized to execute the Agreement on behalf of the City.

**PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE** this 4<sup>th</sup> day of June, 2008, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

\_\_\_\_\_  
DANIEL E. CORT, Mayor

ATTEST:

\_\_\_\_\_  
CHARLENE WISEMAN, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
DAVID LAREDO, City Attorney

**Exhibit A**  
**FIRE SERVICES AGREEMENT**  
**BETWEEN THE CITIES OF**  
**PACIFIC GROVE AND CARMEL-BY-THE-SEA**

THIS AGREEMENT, made and executed this day of June 4<sup>th</sup>, 2008 by and between the CITY OF PACIFIC GROVE, a municipal corporation, herein after referred to as "Pacific Grove", and the CITY OF CARMEL-BY -THE-SEA, a municipal corporation, hereinafter referred to as "Carmel", provides as follows:

**Section 1. Fire Protection Administrative Contract Services**

This agreement provides for fire administrative services and professional representation, for Carmel, by Pacific Grove pursuant to certain conditions, utilizing Pacific Grove personnel and equipment.

**Section 2. Scope of Services**

Pacific Grove agrees to provide services as stated herein that will benefit the administration and operation of the Carmel.

A. Services provided by the Pacific Grove Fire Department. Pacific Grove Fire Department agrees to manage fire administrative services within the geographic boundary limits of the City of Carmel-by-the-Sea to include, but not limited to:

- 1) Pacific Grove shall provide those administrative services necessary to manage Carmel Fire Department operations at the level established by the Carmel City Council at the date of full execution of this Agreement, including but not limited to full administrative oversight of; fire suppression and rescue services, hazardous material emergency response services, emergency medical services, and any other services related to the protection of lives and property within the boundary limits of Carmel.
- 2) The Pacific Grove Fire Chief, while remaining an employee of Pacific Grove, shall be designated Carmel Fire Chief for purposes of statutory regulations and overall administrative management of the Carmel Fire Department. The Pacific Grove Assistant Fire Chief while remaining an employee of Pacific Grove, shall be designated Carmel Assistant Fire Chief for purposes of statutory regulations and overall administrative oversight and management of the Training and Operations Divisions of the Carmel Fire Department.
- 3) Pacific Grove shall provide those services that are reasonably necessary to assist Carmel Fire with administrative functions including administrative oversight, recommendations to the City Council, support for budget development, financial management, and development of policies, procedures and personnel management.
- 4) Pacific Grove shall manage and supervise all services and activities of the Fire Operations Division and Training Division including training and supervising all Department personnel and day to day operations. Develop a comprehensive

- training program that includes all federal, state and local mandated training requirements. Manage and participate in the development and implementation of goals, objectives, policies and priorities for assigned programs; recommend and administer policies and procedures. Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend, within Departmental policy, appropriate service and staffing levels. Plan, direct, coordinate, and review the work plan for all Department functions; assign work activities, projects and programs; review and evaluate work products, methods and procedures; meet with staff to identify and resolve problems. Oversee and participate in the development and administration of the Fire Department annual budget; direct the forecast of funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement adjustments.
- 5) The Fire Chief and Assistant Fire Chief shall serve as liaison for the Fire Department with Carmel Regional Fire Ambulance, City departments, outside agencies (Monterey County Fire Chiefs Association, Monterey County Fire Training Officers Association, Monterey County Fire Operations Committee, etc.) and will negotiate and resolve sensitive and controversial issues.
  
  - 6) Interoperability; Pacific Grove and Carmel agree to provide personnel, apparatus and equipment support to facilitate emergency situations and operational readiness as needed. All costs associated for utilization of resources shall be billed out at the current State of California Office of Emergency Services (OES) contract rate held on file with the State OES. All personnel assigned to staff apparatus or functions shall receive orientation training before assignment. Pacific Grove and Carmel shall provide and be responsible for workers compensation for employees while they are assigned to such identified special assignments.

### **Section 3. Term**

This agreement shall begin on November 1, 2007 and end on November 1, 2008. This agreement may be renewed annually by mutual written consent of the parties hereto. Upon thirty (30) days written notice, either party may cancel this agreement.

### **Section 4. Compensation**

1. Carmel agrees to compensate Pacific Grove for the services described herein in the amount of \$135,000 per year for Administrative Services per year prorated at a rate of \$11,250.00 per month. Carmel will render payment to Pacific Grove for services rendered under the terms of this agreement, in quarterly installments as invoiced by Pacific Grove to Carmel. Carmel will render payment to Pacific Grove within 30 days of the date invoice is received by Carmel.
  
2. Special utilization of personnel, apparatus and equipment on an as needed basis, will be billed out at the current State OES rate on file at State OES for services rendered under the terms of this agreement as invoiced by Pacific Grove to Carmel. Carmel will render payment to Pacific Grove within 30 days of the date invoice is received by Carmel.

**Section 5. Hold Harmless Agreement**

(a) Pacific Grove shall defend, indemnify and hold Carmel, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees) or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Pacific Grove, its officers, agents or employees.

(b) Carmel shall defend, indemnify and hold Pacific Grove, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees) or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Carmel, its officers, agents or employees.

**Section 6. Changes**

No alteration or variation of the terms or conditions of this agreement shall be valid unless made in writing and signed by the parties hereto.

**Section 7. Assignment**

The rights and obligations of Pacific Grove hereunder are not assignable and cannot be delegated. Any such purported assignment or delegation without written consent of Carmel shall be void.

IN WITNESS WHEREOF, the parties execute this agreement hereto on the day and the year first above written.

CITY OF PACIFIC GROVE

CITY OF CARMEL-BY-THE SEA

\_\_\_\_\_  
DAN CORT, MAYOR

\_\_\_\_\_  
RICH GUILLEN, CITY  
ADMINISTRATOR