

REPORT

To the Honorable Mayor and City Council
From the City Manager

June 5, 2006

Subject

Vehicle Maintenance Agreement with the Woodside Fire Protection District

Recommendation

By Motion, authorize the execution of a maintenance agreement with the Woodside Fire Protection District for the maintenance and repair of its fire fighting vehicles, apparatuses and related equipment.

Background

Redwood City currently has vehicle maintenance agreements with the Town of Atherton, Town of Woodside, San Mateo County Narcotics Task Force and the City of Foster City. In February 2006, the Woodside Fire Protection "District" solicited a proposal from the City of Redwood City to provide maintenance services on its fire trucks, support vehicles and related equipment.

The District has six fire pumpers, three command vehicles and several support vehicles which require periodic maintenance. They currently have an in-house mechanic who will be retiring in July and they have been unable to find a reliable company that provides high-quality service for their equipment.

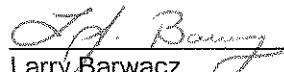
Redwood City's Equipment Services Division of the Public Works Services Department has certified fire technicians who provide this type of service and the District has solicited our support. A draft maintenance agreement has been reviewed by the Woodside Fire Chief and he agrees with the terms and conditions written into the agreement.

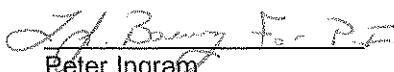
Alternative

The alternative of rejecting the District's proposal would forfeit the opportunity of generating additional revenue and in turn spreading internal costs of maintaining the City's fleet over a wider base. Providing the maintenance service for the District's vehicles would not compromise the service level currently being provided to Redwood City's vehicles.

Fiscal Impact

The associated revenue for the maintenance and repair of the District's fire fleet will be approximately \$20,000 to \$30,000 annually, based on a \$106.21 per hour labor rate. Our hourly rate includes all direct costs plus an appropriate overhead charge. This revenue is used to completely offset the direct and indirect costs of providing service to outside agencies.


Larry Barwacz
PW Superintendent


Peter Ingram
Director, Public Works Services

 For
Ed Everett
City Manager

Attachment
Agreement.

**AGREEMENT FOR VEHICLE MAINTENANCE SERVICES
(WOODSIDE FIRE PROTECTION DISTRICT)**

THIS AGREEMENT is entered into this ____ day of _____, 2006, between the **CITY OF REDWOOD CITY**, a charter city and municipal corporation of the State of California ("City"), and the **WOODSIDE FIRE PROTECTION DISTRICT**, a fire district of the State of California ("Woodside Fire") (collectively the "Parties").

WITNESSETH:

WHEREAS, City operates and maintains a motor vehicle maintenance facility located at Redwood City's Municipal Services Center; and

WHEREAS, Woodside Fire requires the performance of maintenance services for its municipally-owned motor vehicles; and

WHEREAS, City is willing to provide such services, subject to the terms and conditions hereof.

NOW, THEREFORE, the parties hereto agree as follows:

1. **DEFINITIONS**. For purposes of this agreement the following words and terms shall have the meanings respectively ascribed thereto:

(a) **Maintenance Services** – the furnishing of labor and materials necessary or appropriate to perform routine periodic maintenance for Woodside Fire motor vehicles in accordance with standard motor vehicle maintenance schedules for the manufacture or type of such vehicles.

(b) **Motor Vehicles** – Fire trucks, support vehicles and related equipment owned by Woodside Fire and used for municipal purposes.

(c) **Municipal Services Center** – Redwood City's Municipal Services Center,

located at 1400 Broadway, Redwood City, California.

2. **MAINTENANCE SERVICES.** City shall provide Maintenance Services for Woodside Fire Motor Vehicles on an "as needed" basis and upon request of Woodside Fire, subject to the priority described in paragraph 3 below. Woodside Fire shall deliver Woodside Fire's Motor Vehicles to the Municipal Services Center for Maintenance Services and upon completion thereof, take delivery of said Motor Vehicles therefrom, provided that Woodside Fire may request City to transport any such Vehicle from San Mateo County to said Services Center and return said Vehicle to its area upon completion of Maintenance Services therefore, in which event, City shall provide such transporting services at Woodside Fire sole cost and expense.

3. **SCHEDULING PRIORITY.** Woodside Fire shall be responsible for scheduling the Maintenance Services for each of its Motor vehicles; provided that upon completion of furnishing Maintenance Services for each such Vehicle, City shall indicate to Woodside Fire the approximate date of the next recommended Maintenance Service for such Vehicle. Upon acceptance of a Motor Vehicle for Maintenance of Services, City shall endeavor to perform the Maintenance Services in as reasonably and in an expeditious manner as possible; provided that the furnishing of Maintenance Services to City's own vehicles shall have first priority over the furnishing of Services to Woodside Fire Motor Vehicles.

4. **COMPENSATION; COSTS; REVISIONS.** Woodside Fire shall compensate City for labor furnished hereunder for Maintenance Services at the hourly rate of one-hundred-six and 21/100 Dollars (\$106.21), including common labor, skilled labor, trained mechanic's services or other labor or services necessary or appropriate

for furnishing such Maintenance Services. Woodside Fire shall pay City for all parts and supplies furnished in connection with such Maintenance Services at the cost thereof to City plus fifteen percent (15%) for overhead and administrative costs. All services rendered by City, including parts and supplies, shall be billed to Woodside Fire monthly. City will consult with Woodside Fire before conducting major repairs exceeding One Thousand Dollars (\$1,000.00) for parts and/or Two Thousand Dollars (\$2,000.00) for parts and labor combined.

Notwithstanding the provisions of paragraph 8, below ("Amendments") the above specified hourly rate of compensation and the percentage of overhead and administrative costs may be revised by City from time to time during the term, or extended term, hereof.

5. **LIMITED WARRANTY.** City warrants that the Maintenance Services furnished hereunder for any Motor Vehicle of Woodside Fire shall conform to the usual and customary standard pertaining to the furnishing of such services by California municipalities for their own motor vehicles. The aforesaid warranty does not, expressly or impliedly, cover any unique or special maintenance requirements, whether disclosed or undisclosed, of Woodside Fire Motor Vehicles, nor does said warranty extend to the consequences of Woodside Fire failure or omission to schedule Maintenance Services in accordance with the manufacturer's recommended maintenance service schedule for any particular motor vehicle or the service schedule as recommended by City.

6. **INSURANCE.** The Parties will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with

performance of the Services by City or City's agents, representatives, employees or subcontractors. Said coverage may be provided by self-insurance or through a joint powers insurance authority risk sharing pool organized and operated under California law.

6.1 Coverages and Limits. Woodside Fire will maintain the types of coverages and minimum limits indicated below:

6.1.1 Commercial General Liability Insurance. \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

6.1.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

6.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required to the extent that a Party has no employees and provides, to the other Party's satisfaction, a declaration stating this.

6.1.4 Professional Liability. Errors and omissions liability appropriate to the Woodside Fire's profession with limits of not less than \$1,000,000 per claim.

6.2. Additional Provisions. Woodside Fire will ensure that the Commercial

General Liability and Automobile Liability policies of insurance required under this Agreement contain, or are endorsed to contain, a provision requiring the other Party to be named as an additional insured:

6.2.1 City of Redwood City will be named as additional insureds.

7. **INDEMNIFICATION**. Each Party ("indemnitor") hereby agrees to defend, indemnify, and save harmless each other Party and its respective governing board, council, officers, boards commissions, agents, and employees (collectively, "Indemnitees") against and from any and all claims, suits, actions of every name, kind and description, which may be brought against Indemnitees, or any of them, by reason of any injury to, or death of, any person (including corporations, partnerships and associations) or damage suffered or sustained by any such person arising from, or alleged to have arisen from, any act or omission to act, negligent or otherwise, of Indemnitees under this Agreement.

8. **TERM; TERMINATION**. The initial term of this agreement shall be one (1) year commencing from the date first hereinabove written; provided, that the term hereof shall be renewable automatically for additional one-year terms.

Either party may terminate this agreement without cause by giving the other party written notice thereof not less than thirty (30) days prior to the effective date of termination as set forth in said notice; provided, that if no such date is so expressed, the date of termination shall be thirty (30) days from the date of said notice. Nothing herein contained shall be deemed to prevent the parties from terminating this agreement for cause or otherwise to exercise any rights or seek any remedies which may accrue to them. City shall be paid for all labor and/or services and all parts and

supplies ordered or received up to the termination date.

9. **AMENDMENTS**. Except as provided to the contrary in paragraph 4 above, this agreement may be amended by written agreement, approved and executed by the parties in the same manner as this agreement.

10. **APPLICABLE LAW**. This agreement, its interpretation and enforcement, shall be governed by the laws of the State of California.

11. **PARAGRAPH HEADINGS**. Paragraph headings as used herein are for convenience only, and shall not be deemed to modify or amend the paragraphs headed thereby.

12. **NOTICES**. The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Shelter Network under this Agreement.

For City:
City of Redwood City
1017 Middlefield Road
Redwood City, CA 94063

Woodside Fire:
Woodside Fire Protection District
3111 Woodside Road
Woodside, CA 94062

Except as otherwise stated, all notices to be provided or that may be provided under this Agreement must be in writing and delivered by regular and certified mail. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement the date first hereinabove written.

CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California

By _____
Ed Everett, City Manager

ATTEST:

Patricia Howe, City Clerk

WOODSIDE FIRE PROTECTION DISTRICT
3111 Woodside Road
Woodside, CA 94062

By _____
Fire Chief

ATTEST:

City Clerk