

FIRE SERVICE AND PROPERTY TAX AGREEMENT

This FIRE SERVICE AND PROPERTY TAX AGREEMENT (“Agreement”) is entered into as of _____, 2015 (the “Effective Date”), by and between The Regents of the University of California, Davis, a California public corporation, by and on behalf of its Davis campus (“UC Davis”), the County of Yolo, a subdivision of the State of California (“County”), and the Springlake Fire Protection District, a fire protection district (“District”).

RECITALS

- I. District is a fire protection district operating under the Fire Protection District Law of 1987, Health and Safety Code Section 13800 et seq.
- II. UC Davis owns, operates, leases and controls structures and real property within District boundaries, identified with greater specificity on Exhibit A attached to and incorporated into this Agreement (collectively, “UC Davis Properties”).
- III. UC Davis wishes to assume responsibility for fire protection and related services for the UC Davis properties.
- IV. District agrees to assign to UC Davis its proportional share of property tax revenue that is attributable to the UC Davis Properties.
- V. County agrees to, on District’s behalf, calculate and distribute to UC Davis District’s proportional share of property tax revenue that is attributable to the UC Davis Properties.

NOW, THEREFORE, the parties agree as follows:

A. UC Davis Responsibilities

1. UC Davis’ Service Area. The UC Davis Properties are those existing as of the date of this Agreement, as depicted on Exhibit A, plus any real property acquired by UC Davis subsequent to the date of this Agreement and located within District’s boundaries, less any real property sold.

2. Fire Protection and Related Services. UC Davis agrees to assume sole responsibility for the following services for the UC Davis Properties, collectively referred to as “Fire Services”:

a. Emergency response and all related services including, but not limited to, fire protection services, fire suppression services, and emergency medical services.

b. Review building plans for compliance with all applicable fire regulations, fire codes, ordinances and other applicable standards.

c. Perform weed abatement enforcement, fire code enforcement, fire code inspections of commercial and industrial structures and conduct fire prevention programs.

d. Investigate causes of fires.

e. Provide any necessary inspections of water systems and other facilities and infrastructure used in fire suppression.

3. Staff and Equipment. UC Davis shall maintain adequate staff, facilities and equipment to provide the Fire Services, in its sole estimation and judgment.

B. Revenue Distribution

1. Property Tax Revenue. Subject to Section B(4) below, County will, on District's behalf, calculate and distribute to UC Davis for services rendered under this Agreement District's share of property tax revenue that is attributable to the UC Davis Properties. County will make such distributions at the same time it distributes tax revenues to District for other areas within its jurisdictional boundaries.

2. Fees Collected by UC Davis. UC Davis will retain any fees it imposes and collects from residents for services it provides to the UC Davis Properties.

3. Reimbursement of District Costs. Within 30 days after execution of the final agreement between District, County and UC Davis, with respect to the provision of fire service and payment of property taxes as set forth herein, District shall submit to UC Davis a written invoice reflecting all costs incurred by District in connection with the preparation of the Agreement including, without limitation, County Counsel fees, up to the maximum amount of \$5,000. UC Davis shall remit payment for the invoice amount within 30 days after receipt.

4. Reimbursement of County's Costs. County will calculate its direct expenses incurred in rendering revenue calculation and distribution services under this Agreement and deduct that amount from the distributions made to UC Davis. County will calculate its expenses based on staff time billed at the regular hourly rate approved by the Board of Supervisors. Upon demand, County will provide UC Davis with an accounting and any appropriate backup documentation supporting any amounts withheld from distributions made to UC Davis.

C. Insurance

1. Without limiting UC Davis' obligation to indemnify District and County, UC Davis must procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Agreement and the results of that work by UC Davis, UC Davis' agents, representatives, employees or subcontractors.

2. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:

- a. General Liability: **\$2,500,000** per occurrence for bodily injury, personal injury and property damage.
(Including operations, products and completed operations.)
- b. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
- c. Workers' Compensation: As required by the State of California.
- d. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

3. UC Davis will provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming The Springlake Fire Protection District, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation insurance) under the terms of this Agreement.

4. Coverage shall apply as primary insurance and not excess over or contributory with any other valid, applicable and collectible insurance in force for or maintained by Springlake Fire Protection District, its officers, agents, and employees. This insurance shall not be canceled or changed without a minimum of (30) days advance, written notice given to Springlake Fire Protection District.

5. UC Davis, and its insurers, agrees to waive any right of subrogation or any other right of recovery against Springlake Fire Protection District, its officers, agents, and employees.

D. Indemnity

1. UC Davis will indemnify, hold harmless and assume the defense of the County of Yolo, its officers, employees, agents and elective and appointive boards, and the Springlake Fire Protection District, its officers, employees, agents and elective and appointive boards, from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from performance of the Fire Services by UC Davis officers, agents and employees, but only in proportion to and to the extent such claims, losses, damages, and liability are caused by or result from the negligent or intentional acts or omissions of UC Davis, its officers, agents and employees. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of UC Davis' services, as well as during the progress of rendering such services.

2. Acceptance of insurance required by this Agreement does not relieve UC Davis from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by UC Davis' operations regardless if any insurance is applicable or not.

E. Agreement Term

The term of this Agreement will begin on the Effective Date and continue indefinitely but will terminate automatically upon the annexation of the UC Davis Properties into the City of Davis or the detachment of the UC Davis Properties from District, or as otherwise earlier terminated pursuant to the terms of this Agreement.

F. Terms and Conditions

1. Termination. This Agreement may be terminated by any party, at any time, with or without cause, upon 90 days written notice from that party to the others.

Following termination, County will distribute to UC Davis District's proportional share of property tax revenue that is attributable to the UC Davis Properties and unpaid at the time of termination. County will make such distribution at the same time it distributes tax revenues to District for other areas within its jurisdictional boundaries. UC Davis shall also be entitled to retain all permit, inspection and similar fees which it has collected under the Agreement for its services rendered prior to the date of termination. Additionally, upon termination of this Agreement for any reason, District will commence providing Fire Services for all UC Davis property within District boundaries.

2. Signature Authority. The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Agreement.

3. Independent Contractor.

a. UC Davis is an independent contractor and not an agent, officer or employee of District or County. The parties mutually understand that this Agreement is by and between independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

b. UC Davis shall have no claim against District or County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

c. UC Davis is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

d. UC Davis shall indemnify and hold District and County harmless from any liability which District or County may incur because of UC Davis' failure to pay such obligations.

e. As an independent contractor, UC Davis is not subject to the direction and control of District or County.

f. Any third persons employed by UC Davis shall be under UC Davis' exclusive direction, supervision and control. UC Davis shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

g. As an independent contractor, UC Davis shall indemnify and hold District and County harmless from any claims that may be made against District or County based on any contention by a third party that an employer-employee relationship exists under this Agreement.

h. UC Davis, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid under this Agreement.

4. Compliance with Law. UC Davis shall comply with all federal, state and local laws and regulations applicable to UC Davis' performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

5. Notice

a. Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the last page of this Agreement.

b. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

6. Amendments. No verbal agreements or conversations prior to execution of this Agreement or requested modification shall affect or modify any of the terms or conditions of this Agreement unless reduced to writing according to the applicable provisions of this Agreement.

7. Choice of Law. The parties have executed and delivered this Agreement in the County of Yolo, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Yolo County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement.

8. Waiver. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, under this Agreement or any provision of this Agreement.

9. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic


transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature..

10. Entire Agreement. This Agreement, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by the parties other than those contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.


UC DAVIS

The Regents of the University of California,
by and on behalf of its Davis campus

By: 
Title: Vice Chancellor, Chief Financial Officer
Dave Lawlor

COUNTY

County of Yolo, a subdivision of the State of California

By: 
Title: CAO

DISTRICT

Springlake Fire Protection District, a fire protection district

By: 
Title: Chair

Exhibit A
[Map]

EXHIBIT A

