

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
FOR SHARED SERVICES
BETWEEN GOLD RIDGE FIRE PROTECTION DISTRICT
AND CITY OF SEBASTOPOL

This First Amendment to the Memorandum of Understanding for Shared Services (MOU) is made and entered into _____, 2024, by and between Gold Ridge Fire Protection District (“GRFPD”) and City of Sebastopol (“City”). GRFPD and City are sometimes collectively referred to as the “parties” and singularly, as a “party.”

RECITALS

WHEREAS, coordination and cooperation in the performance of certain fire management, administrative, and support services may lead to efficiencies and economies of scale; and

WHEREAS, GRFPD and City are willing, able, and possess the capacity to coordinate and cooperate in the performance of those fire management, administrative, and support services; and

WHEREAS, GRFPD and the City desire to enter into a fruitful and sustained shared services relationship while pursuing annexation of the City’s fire and emergency medical services by GRFPD, which is anticipated to be completed through the Sonoma County Local Agency Formation Commission and effective not later than July 1, 2025; and

WHEREAS, it is the desire of the Parties to address, by this MOU, all matters which are related to the fire management, administrative, and support services to be provided to the City by GRFPD; and

WHEREAS, this MOU is authorized and provided for by Section 13878 of the Health and Safety Code and Title 1, Division 7, Chapter 5, Article 1 (commencing with Section 6500) of the Government Code; and

WHEREAS, the Parties acknowledge they have complied with the provisions of the Meyers Milias Brown Act, and Health and Safety Coes section 13800 *et seq.*, including, but not limited to sections 13861, 13862, and 1386; and

WHEREAS the Parties entered into the initial MOU on May 8, 2024, and intend by this First Amendment to update and expand their Shared Services relationship.

NOW THEREFORE, in consideration for the promises, covenants and agreements as set forth below, GRFPD and City agree as follows:

AGREEMENT

1. Fire Management, Administrative, and Support Services

(a) GRFPD and City agree to coordinate and cooperate in the performance of the fire management, administrative and support services as included in attached annotated Chief Officer job

description Exhibit B, and except as noted in 3 d, attached hereto and incorporated herein by this reference. The Fire Chief, management and support staff listed in Exhibit A will provide fire management, administrative, and support services for the City. When and as deemed necessary the fire management, administrative, and support services may also be performed by the officers(s), employee(s) or volunteer(s) of either party for the other party.

(b) In the event that the fire management, administrative, and support services are performed by the officers(s), employee(s) or volunteer(s) of either party for the other party pursuant to subparagraph (a) hereto, the level of service provided shall be in accordance with the customary standards of performance of the party providing the service.

(c) In the event that the fire management, administrative, and support services are performed by the officers(s), employee(s) or volunteer(s) of either party for the other party pursuant to subparagraph (a) hereto, the standard of performance, the level and manner of service and the control of personnel so employed shall at all times remain the responsibility of the Party whose officer(s), employee(s) or volunteer(s) are providing the service.

2. Payment for Services

(a) City shall pay a pro-rated service fee of \$11,399.92 per month based on the schedule in Exhibit A. Invoices to be submitted to the City no later than the 5th of the month to ensure prompt payment and payment shall be made not later than the 15th of each month.

(b) GRFPD may not add additional management or support staff obligating the City to pay the cost apportionment of those positions without written approval by the GRFPD Board of Directors and City Council.

(c) Each Party is responsible for paying the wages and employer taxes, obtaining workers' compensation insurance, and providing all health, welfare, and retirement benefits for which each of their own respective employees are eligible.

3. Employment/Agency Status

(a) Each person employed in the performance of fire management, administrative, and support services pursuant to the MOU shall remain the officer, employee, or volunteer of his or her respective agency. Persons so employed shall be entitled solely to the rights and privileges given to officers, employees or volunteers of their own respective party and shall not be entitled, as a result of providing fire management, administrative, and support services pursuant to this MOU, to any additional rights and privileges which may be given to officers, employees or volunteers of the other party.

(b) For the purpose of performing fire management, administrative, and support services, and for the purpose of giving official status to the performance thereof where necessary, every officer, employee and volunteer engaged in the performance of fire management, administrative, and support services shall be deemed to be an agent of the party for which the services are performed, but only to the extent necessary for the performance of those services. Notwithstanding the agency relationship created by this subparagraph, neither party shall be liable for any act or omission of any officer, employee, or volunteer of the other party, except as otherwise specifically provided elsewhere in this MOU.

(c) Nothing in this Article or MOU as it pertains to the recruitment, employment, retention, or separation of personnel shall apply to the extent it is in conflict with any applicable personnel rules, laws, policies, procedures, and bargaining agreements or MOUs.

(d) The GRFPD Chief Officer provided to lead operations on behalf of the City of Sebastopol shall have authority for overseeing and administering Sebastopol Fire Department operations including budget, training, and personnel management and the responsibility to provide timely and relevant input for performance evaluations and other employee actions. The City will be responsible for performance, employment, and pay administration for City employees. GRFPD will be responsible for performance, employment, and pay administration for GRFPD employees.

4. Term of First Amendment to the MOU

The initial term of this First Amendment to the MOU shall commence on October 1, 2024, and shall remain in effect until annexation is completed or until one party provides written 90-day notice to terminate this agreement unless an extension or amendment is approved in writing by both parties.

5. Indemnification and Insurance

Each party shall indemnify, defend, protect, hold harmless and release the other party, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act or omission of the indemnifying party, its officers, agents or employees in the performance of services under this MOU. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Each party shall maintain in effect, at its own cost and expense, the following insurance coverage provided either through a bona fide program of self-insurance, commercial insurance policies, or any combination thereof:

- (a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (b) 2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- (c) 3. Workers' Compensation insurance, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- (d) Additionally, each party shall provide that each Party's insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by the other Party and

that the insurance of the other Party shall not be called upon to contribute to a loss covered by a Party's insurance.

- (e) Each Party shall file certificates of insurance with each other, evidencing that the required insurance is in effect.

6. General Termination

Neither party may terminate this MOU within the initial term of the MOU without written agreement by both parties.

7. Method and Place of Giving Notice, Submitting Invoices and Making Payments

All notices and payments shall be made in writing and may be given by personal delivery or by mail. Notices, invoices, and payments sent by mail shall be addressed as follows:

Gold Ridge Fire Protection District
4500 Hessel Road
Sebastopol, CA 95472

City of Sebastopol
Office of the City Manager
7120 Bodega Avenue
Sebastopol, CA 95473

When so addressed, notices, invoices, and payments shall be deemed given upon receipt via United States mail, postage prepaid, provided they are forwarded "registered" or "certified" with proof of receipt. In all other instances, notices, invoices, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the persons to whom notices, invoices, and payments are to be given by giving notice pursuant to this paragraph.

8. Compliance with Law

Each party hereby warrants to the other that it will comply with the requirements of applicable federal, state, and local laws, rules, and regulations in the performance of its duties hereunder.

9. Miscellaneous Provisions

(a) This MOU and the attached Exhibits contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This MOU may only be modified in writing, signed by both parties at the time of the modification. This MOU may not be modified or waived by any oral agreement, whether executed or unexecuted.

(b) Neither party hereto shall assign or transfer any interest in this MOU, or any duty hereunder without the written consent of the other, and no assignment or transfer shall be of any force of effect whatsoever unless and until the other party shall have so consented.

(c) The waiver by either party of any breach of any of the provisions of this MOU shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision, of this MOU.

(d) To the fullest extent allowed by law, the provisions of this MOU shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

(e) In the event either party brings an action or proceeding for damages arising out of the other's performance or to establish the right or remedy of either party under this MOU, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as part of such action or proceeding, including non-reimbursable litigation expenses such as expert witness fees and investigation expenses. No lawsuit pertaining to any matter arising out of or under this Agreement shall be instituted in any state other than California.

(f) Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may suspend any performance for which the agreed return has not been received.

(g) There are no intended third-party beneficiaries of the Agreement.

(h) The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

(i) The Parties recognize that this Agreement cannot represent a complete expression of all issues, which may arise during the performance of this Agreement. Accordingly, the Parties agree to meet and confer in good faith over any issues, challenges, prohibitions, or obligations not expressly described herein to the end that GRFPD will be fairly compensated, and the City of Sebastopol will obtain sufficient fire administrative services.

IN WITNESS WHEREOF, the parties hereto have executed this MOU effective on the day and year first written above.

Gold Ridge Fire Protection District

By: _____
President, Board of Directors
City of Sebastopol

By: _____
City Manager

EXHIBIT A

GRFPD will provide Fire Administration Services to the City and the provision of the following positions in relation to those services:

Monthly Rates (to be monthly)

0.5 FTE Deputy Chief: \$11,399.92

The City will provide one Fire Station and the fire service vehicles, equipment, and supplies contained within for the provision of fire services, as well up to 2.0 Full-Time Equivalent (FTE) Fire Engineers and up to .5 FTE Senior Administrative Assistant.

UPDATED EXHIBIT A

GRFPD will provide:

Fire Administration Services to the City and the provision of the following positions in relation to those services:

Monthly Rates (to be paid monthly by the City to GRFPD)

0.5 FTE Deputy Chief: \$ 11,399.92

The City will provide:

One (1) Fire Station and the fire service vehicles, equipment, and supplies contained within for the provision of fire services;

Minimum 2.0 Full-Time Employees (FTE) and up to 0.5 FTE Senior Administrative Assistant;

Up to \$60,000.00 paid to GRFPD to procure and conduct fire station assessment, GRFPD will manage, share oversight of the assessment, and report back to the City;

City will fund shared subscriptions for services and benefits as follows:

Recurring Bills

Vector Solutions	\$2,320.00	Annual
IamResponding	\$683.00	Annual

Proposed Contract changes are as follows:

Page 2: Section 2.a. Payment for Services

Added language “Invoices to be submitted to the City no later than the 5th of the month to ensure prompt payment and payment shall be made not later than the 15th of each month.” See request for added language above)

Page 3: Section 4. Term of First Amendment to the MOU

Added language: “The initial term of this First Amendment to the MOU shall commence on October 1, 2024, and shall remain in effect until consolidation is completed or until one party provides written 90-day notice to terminate this agreement unless an extension or amendment is approved in writing by both parties.”

Page 7: Updated Exhibit A

Monthly Rates (to be paid monthly by the City to GRFPD)

Minimum 2.0 Full-Time Employees (FTE) and up to 0.5 FTE Senior Administrative Assistant;

Up to \$60,000.00 paid to GRFPD to procure and conduct fire station assessment, GRFPD will manage, share oversight of the assessment, and report back to the City;

City will fund shared subscriptions for services and benefits as follows:

Recurring Bills

Vector Solutions	\$2,320.00	Annual
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