

**AGREEMENT FOR CONTRACT FOR STAFFING SERVICES BETWEEN
THE SONOMA VALLEY FIRE DISTRICT AND
THE KENWOOD FIRE PROTECTION DISTRICT**

This Agreement ("AGREEMENT") is entered into as of October 1, 2022, by and between the Sonoma Valley Fire District ("SVFD") and the Kenwood Fire Protection District ("KFPD"), both fire protection districts formed and operated pursuant to the California Fire Protection District Law of 1987, California Health and Safety Code section 13800, *et seq.* These Districts shall be collectively referred to herein as "the parties".

RECITALS

WHEREAS, KFPD desires to contract for the provision of specified staffing services on a temporary basis while the KFPD completes an evaluation for providing long-term sustainable all-risk fire protection and emergency medical services; and

WHEREAS, SVFD is able and willing to provide such contract staffing services; and

WHEREAS, the parties are entering into this AGREEMENT as authorized pursuant to California Government Code section 6502, 6504(d), and 54980, *et seq.*, and

Now, therefore, SVFD and KFPD agree as follows:

1. SCOPE OF SERVICES - Fire Captains (2) and Fire Engineers (2). SVFD agrees to assign employees who are qualified Captains (2) and Engineers (2) to KFPD to fulfill the duties of the KFPD staffing positions as set forth below. Qualified Captains and Engineers may be fully qualified "acting" personnel who have completed all requirements to act in those positions for the SVFD. The SVFD will assign paramedics to these staffing positions and will ensure that there is at least one (1) paramedic on-duty at the KFPD station at all times, unless an exigent circumstance exists.

(a) The KFPD and SVFD Fire Chiefs shall jointly approve the SVFD employees who are assigned as the KFPD Fire Captains and Engineers. The SVFD employees assigned to KFPD will report through the normal and customary chain of command, respective of both the KFPD and the SVFD. All personnel matters are the responsibility of the SVFD.

(b) The KFPD Fire Captains and Engineers will provide all normal and

customary responsibilities of the respective roles and similar related activities, all in accordance with the requirements and expectations of statutory law, applicable KFPD and SVFD regulations, and the customary duties of the positions.

(c) KFPD will make available to the SVFD employees assigned to KFPD, all necessary regulations, policies, procedures, manuals, and other information, as well as incidental materials and supplies, work area, computer access, telephone, and other standard equipment required to perform the fire suppression staffing services desired by KFPD under this AGREEMENT.

2. TERM OF AGREEMENT. The term of this AGREEMENT shall commence with the assignment of the qualified KFPD Fire Captains (2) and Engineers (2) and shall continue for nine (9) months, until and including the date of June 30, 2023. The parties shall have the option to extend this AGREEMENT in three (3) month increments with a written amendment to this AGREEMENT. Either party can terminate this AGREEMENT with ninety (90) days written notice to the other party.

3. EMPLOYMENT OF PERSONNEL. For services provided under this AGREEMENT, the SVFD employees assigned as KFPD Fire Captains and Engineers shall be considered and remain employees of the SVFD and be bound by the terms and conditions of the SVFD MOU with IAFF Local 3593.

4. PAYMENT. For the services provided under this AGREEMENT, KFPD shall compensate SVFD at an estimated monthly amount of \$37,855.00, the exact amount to be determined by actual backfill costs incurred by the SVFD. The amount will be calculated at the end of the month and payable by the 15th of the following month. If desired and with approval of both the KFPD and SVFD Fire Chiefs, SVFD will provide Overtime coverage for the two KFPD assigned positions at the actual costs and to be paid by the KFPD to the SVFD within 30 days.

5. INSURANCE AND INDEMNIFICATION. Each party shall continue to maintain its existing liability insurance coverage and shall name the other party as an additional named insured under such liability insurance policies for the services provided under this AGREEMENT. Furthermore, each party shall mutually indemnify and release the other party from any and all claims arising from the services provided under this AGREEMENT.

6. SEVERABILITY. If any term or portion of this AGREEMENT is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this AGREEMENT shall continue in full force and effect.

7. NOT A JOINT VENTURE OR JOINT POWERS AUTHORITY. The parties intend by this AGREEMENT to establish only an agreement for contract staffing services, and do not intend to create a joint venture, joint powers agency, partnership or other joint enterprise of any kind.

8. NOTICES. All notices required under this AGREEMENT shall be in writing and mailed postage prepaid to the appropriate address indicated below:

To SVFD: Sonoma Valley Fire District
630 2nd Street West
Sonoma, CA 95476
Attention: Fire District Board

To KFPD: Kenwood Fire Protection District
9045 Sonoma Highway
Kenwood, CA 95452
Attention: Fire Protection District Board

9. AMENDMENT MUST BE IN WRITING. No modification, waiver, or amendment to this AGREEMENT is effective unless made in writing and signed by the representatives of both parties.

10. GOVERNING LAW. This AGREEMENT shall be governed by and construed to the laws of the State of California. Venue for any action regarding this AGREEMENT shall be in the Superior Court of the County of Sonoma.

11. AUTHORITY TO ENTER INTO AGREEMENT. Each party warrants that the individuals who have signed this AGREEMENT have the legal power, right, and authority to make this AGREEMENT and to bind each respective party.

12. ENTIRE AGREEMENT. This AGREEMENT constitutes the complete and exclusive statement of the AGREEMENT between the parties for shared staffing services. No terms, conditions, understandings, or agreements purporting to modify or vary this AGREEMENT, unless hereafter made in writing and signed by the representatives of both parties, shall be binding on the parties.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the date indicated on page one.

SONOMA VALLEY FIRE DISTRICT

KENWOOD FIRE PROTECTION DISTRICT

By: _____
Bill Norton, Board President

By: _____
Bob Uboldi, Board President

ATTEST:

ATTEST:

By: _____
Maci Jerry, Board Clerk

By: _____
Daren Bellach, Board Clerk