
**Shared Services Agreement Between The
Central Marin Fire Authority And The Kentfield
Fire Protection District**

November 15, 2018

Shared Services Agreement

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Shared Services Agreement Between The Central Marin Fire Authority & The Kentfield Fire Protection District

This Shared Services Agreement (hereinafter "Agreement") is made and entered into, on November 15, 2018 by and between the CENTRAL MARIN FIRE AUTHORITY (hereinafter "AUTHORITY") and the KENTFIELD FIRE PROTECTION DISTRICT (hereinafter "DISTRICT") for the provision of shared fire and emergency services.

Recitals

A. The AUTHORITY is a joint power agency formed effective January 1, 2018 under the Joint Exercise of Powers Act (Sections 6500 *et seq.* of the California Government Code) by the City of Larkspur and the Town of Corte Madera for consolidated fire and emergency services for their two communities. The AUTHORITY is known informally as the Central Marin Fire Department.

B. The DISTRICT is a special district created under the California Health & Safety Code to provide fire and emergency services to the residents of Kentfield, Greenbrae, Kent Woodlands and Del Mesa.

C. The AUTHORITY and the DISTRICT are "like" local public safety entities in close geographical proximity having similar fire protection and emergency service needs, personnel salaries, benefits and retirement programs, as well as a history of coordination and cooperation between each other.

D. The AUTHORITY and the DISTRICT now wish to enter into a comprehensive written agreement for the sharing of fire and emergency services personnel over a unified operational area constituting their combined jurisdictions that will provide further enhanced benefits to each agency by reducing overall administrative costs while increasing the availability of required minimum staffing for emergency response throughout this unified area.

E. The AUTHORITY and the DISTRICT seek to deploy firefighting personnel such as the fire marshal, battalion chiefs, fire captains, engineers, firefighters, fire inspectors and/or paramedics from one Agency to the other Agency's station(s), to be available to respond to calls in the other Agency's jurisdiction, to receive shared training, to ride on and/or operate one another's equipment, and to otherwise provide public safety services that occur within the jurisdiction of the other Agency.

F. The AUTHORITY and the DISTRICT anticipate that increased efficiencies provided by such shared services will better promote and protect the public health, safety and welfare of the residents, visitors and businesses within each of their respective jurisdictions.

NOW, THEREFORE, the intent of this Agreement is to set forth the specific terms, conditions and cost allocation procedures that shall govern the sharing of fire and emergency services between the AUTHORITY and the DISTRICT.

Agreement

The AUTHORITY and the DISTRICT, in consideration of the mutual promises, covenants, terms and conditions set forth below, hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to share personnel between the AUTHORITY and the DISTRICT to jointly provide necessary fire and emergency services within a unified operational area, thus improving the delivery of such services in each Agency's jurisdiction while achieving greater efficiency and economic benefits.

2. **Term.** This Agreement shall become effective on November 15, 2018 (the "Effective Date"), and shall continue until such time as one of the Agencies acts to terminate the Agreement as provided in Section 17 below.

3. **Personnel Deployment.** Subject to the limitations and requirements of the collective bargaining agreement(s) between each Agency and its respective union(s), the Fire Chief of each Agency is hereby authorized to assign any of his/her Agency's fire department personnel to temporary duty with the other Agency upon the request of its Fire Chief, as a result of which the fire marshal, battalion chiefs, fire captains, engineers, firefighters, fire inspectors and/or paramedics from each Agency may be assigned to the other Agency's station(s), respond to calls, provide incident command or support, receive training, ride on and/or operate one another's equipment and otherwise provide public safety services that may result in personnel of one Agency operating under and within the jurisdiction of the other Agency. Personnel from the Agency providing services (defined as the "Employing Agency") assigned for duty to the Agency receiving services (defined as the "other Agency") shall become familiar with and observe all operational policies and procedures of the other Agency.

4. **Budgets/Reimbursement of Overtime Costs.** The AUTHORITY and the DISTRICT hereby agree that when the employing Agency incurs overtime costs due to the assignment of its personnel to the other Agency pursuant to this Agreement, the employing Agency shall be reimbursed by the other Agency for the total amount of overtime pay liability incurred by the employing Agency. It is understood and agreed that calculation of overtime pay due to the assignment of personnel to the other Agency shall be based upon the base pay compensation rates set for such personnel by the employing Agency, and that the assignment of personnel under this Agreement shall not result in any change in the base pay compensation rates for such personnel. The employing Agency incurring such overtime pay costs shall submit an invoice on a quarterly basis to the other Agency for reimbursement of such overtime costs, which shall be paid by the other Agency within thirty (30) days of receipt.

5. **Routine Sharing of Battalion Chiefs, Fire Marshal & Fire Inspector.** The AUTHORITY and the DISTRICT envision sharing the services of battalion chiefs, a fire marshal and a fire inspector on a routine basis such that the two Agencies function as a single operational battalion for the purpose of battalion chief coverage and certain fire prevention bureau functions. In order to accomplish this, the AUTHORITY agrees to provide two battalion chiefs and one fire marshal while the DISTRICT agrees to provide one battalion chief and one fire inspector. The on-duty battalion chief will be located at Station 14 in Corte Madera and provide emergency response coverage and incident command functions to the entire battalion. The current AUTHORITY fire marshal will provide fire marshal services to the entire battalion, and the DISTRICT fire inspector will provide inspection services to this same combined area. While the DISTRICT at the time of execution of this Agreement employs a battalion chief suitable for such deployment, if at any time in the future this is not the case then the DISTRICT agrees to contribute the financial cost or equivalent of such a battalion chief (i.e., total, current compensation including benefits and overtime) in exchange for operational battalion coverage. In this way the AUTHORITY can rely upon the continuation of the cost savings of funding

one fewer battalion chief, in order to pursue additional staffing to bring the only remaining two-person engine company up to a standard three-person staffing level.

6. **Joint Training.** The AUTHORITY and the DISTRICT hereby agree that, whenever feasible, they will conduct joint training sessions with their respective personnel, for efficiency, coordination and cost-saving purposes. The parties consider such joint training to be one of the principal benefits of this Agreement.

7. **Review Committee.** A committee comprised of the Fire Chief and representatives from each bargaining unit of the Fire Department of each Agency shall be established to review and evaluate, bi-annually, all aspects of this Agreement and the operations, ranks, salaries, and discipline procedures hereunder.

8. **Union Representation.** As of the Effective Date of this Agreement, the Central Marin Professional Firefighters Association and the Kentfield Fire Protection District Association and/or the International Association of Firefighters, Local 1775, represent the battalion chiefs and firefighters employed by the Agencies. The existing respective bargaining agreements for such Associations, as may be amended from time to time, shall at all times continue to apply to the shared personnel deployed under this Agreement.

9. **Administration of Agreement.** The respective Managers of the AUTHORITY and the DISTRICT, or their respective designees, are each authorized to take such actions as are necessary to implement and administer the terms of this Agreement on behalf of their respective Agencies, provided however that each Agency Manager may determine in his or her sole discretion whether it is necessary to receive the approval of his or her Agency's Fire Council or Board of Directors for any particular action.

10. **Employer/Employee Relationships.** It is the intent of the parties that each Agency shall remain the sole employer of any and all of its employees temporarily assigned or deployed to the other Agency under the terms of this Agreement. Employees of the employing Agency shall continue to receive the rights, privileges and benefits conferred by the employing Agency during all times the employees are assigned to the other Agency.

(a) **Compensation.** No employee of the employing Agency may receive any compensation (including salary, retirement, leave and/or other benefits) from the other Agency. Compensation shall only be conferred upon the employee by the employing Agency regardless of the number of hours the employee may be assigned to the other Agency.

(b) **Discipline.** No party that is not the employer of an employee may reprimand, suspend, or take any disciplinary action against such employee. Discipline may only be taken against the employee by the employee's employing Agency regardless of the number of hours the employee may be assigned to the other Agency.

(c) **Control of Work and Temporary Hour Limitations.** The parties hereto expressly understand and agree that the employing Agency controls, and shall continue to control, the means and manner by which all work is performed by personnel of the employing Agency during all times when the personnel are assigned and deployed to the other Agency under the terms of this Agreement.

(d) **Retirement System and Benefits.** Each Agency represents and warrants that it is a contracting agency of the Public Employees' Retirement System established by Part 3 of Division 5 of Title 2 of the Government Code (Gov. Code §§ 20000 *et seq.*) and will remain a contracting agency with such retirement system throughout the term of this Agreement. Each employing Agency further warrants and agrees that each of its employees who are assigned to the other Agency pursuant to this Agreement at all times shall remain members of the employing Agency's retirement system. No employee may accrue any retirement credits or be entitled to any retirement benefits from the other Agency that is not the employee's Employer, regardless of how many hours, days, months or years that employee may be assigned to the other Agency under this Agreement.

(e) **Notice to Employees.** The AUTHORITY and the DISTRICT each agrees that it shall provide a copy of this section or summary of the provisions of this section to each of its employees who may be assigned and deployed to the other Agency under this Agreement within 30 days of the Effective Date of this Agreement or the employee's date of hire, whichever comes later. Each Agency shall retain a copy of the notice provided to each employee under this section in a form that bears the signature of the employee with the date of the employee's signature attesting to the receipt of such notice and the understanding of the employee as to his/her rights while being assigned to the other Agency under this Agreement. No employing Agency shall assign any employee to the other Agency until the employing Agency has received a signed copy of this notice from its employee.

11. **Dispute Resolution.** Should any disagreement or dispute between the AUTHORITY and the DISTRICT arise concerning interpretation, implementation and/or enforcement of any of the terms or subject matter of this Agreement, the parties shall submit such dispute to mandatory mediation before an agreed-upon mediator, each party to pay an equal share of the mediation fees and each party to pay its own attorneys' fees and legal costs. Should the AUTHORITY and the DISTRICT be unable to agree upon a mediator, they shall agree upon a mediation service and shall have that service select a mediator for them. Should mediation be unsuccessful, then the AUTHORITY and the DISTRICT each agree that they shall submit their dispute to binding arbitration before a mutually-agreeable arbitrator. If they cannot agree upon an arbitrator, they shall select an arbitration service which shall select an arbitrator for them. The AUTHORITY and the DISTRICT each shall pay an equal portion of the arbitration fees and each party shall pay its own attorneys' fees and legal costs, it hereby being agreed that the arbitrator shall have no authority to award attorneys' fees or costs to any prevailing party. The AUTHORITY and the DISTRICT each hereby expressly waives any and all rights to have disputes under this Agreement decided by court action, court trial, jury trial or any other legal action of any kind or type, other than the mandatory mediation and binding arbitration process specified above. However, in emergency or extraordinary circumstances, either or both parties may seek equitable or injunctive relief to preserve the status quo pending occurrence of the mediation/arbitration process specified above. It is the express intent of both the AUTHORITY and the DISTRICT to have any and all disputes under this Agreement resolved by the above-specified mediation/arbitration process and in as timely and economical manner as possible.

12. **Insurance.**

(a) **Workers' Compensation Insurance.** Each Agency shall provide workers' compensation insurance which covers all employees assigned to the other Agency. All workers' compensation claims shall be filed exclusively with the employee's employer and each Agency shall remain responsible for its own losses, without any right of subrogation or other recourse against the

other Agency. Each Agency warrants that it carries adequate workers' compensation insurance which complies with the requirements of the California Workers' Compensation Act.

(b) **Liability Insurance.** Each Agency shall maintain at its sole cost and expense, either through a bona fide program of self-insurance, a risk-sharing joint powers authority or private insurance, or any combination thereof, commercial general liability insurance coverage with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate, as well as commercial automobile liability coverage in the amount of One Million Dollars (\$1,000,000) combined single limit.

(c) **Other Insurance Requirements.** All insurance coverages required of each Agency under this Agreement shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance. The general liability policy shall be endorsed naming the other Agency as an additional insured. The certificates of insurance and required endorsement shall be furnished to each other Agency prior to the Effective Date of this Agreement. Said policies shall remain in force through the term of this Agreement and shall be payable on a per occurrence basis only. Nothing herein shall be construed as a limit of any Agency's liability, and each Agency shall indemnify, defend, and hold harmless the other Agency in accordance with the provisions of Section 14 of this Agreement. Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the Agreement. In addition to any other remedies, one Agency may suspend payment to the other Agency for any services provided during the time that insurance was not in effect and until such time as the defaulting Agency provides adequate evidence that it has obtained the required coverage.

13. **Hold Harmless & Indemnification.**

(a) The AUTHORITY and the DISTRICT each agrees to defend, indemnify and hold harmless the other, and the other's officers, agents and employees, against any and all liabilities, injuries or damages caused by the intentional or negligent acts, errors or omissions of their own employees, agents or representatives in connection with their performance and duties under the terms and provisions of this Agreement. The duty to indemnify and hold harmless shall include the duty to defend as set forth in California Civil Code Section 2778. In the event of concurrent negligence or liability of the parties' employees, liability shall be apportioned between the AUTHORITY and the DISTRICT under the doctrine of comparative fault as established under California law.

(b) The hold harmless and indemnity provisions of this Section shall survive the termination or expiration of this Agreement.

(c) Nothing contained in this section or this Agreement shall be construed to create any liability or right of indemnification to any third party.

14. **Third Party Action Notification.** Each Agency shall give each other Agency prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the first Agency, by any person or entity that may result in litigation related in any way to the services performed pursuant to this Agreement.

15. **Non-Waiver.** A waiver by an Agency of the breach of any provision of this Agreement by the other Agency shall not operate or be construed as a waiver of any subsequent breach by that Agency or prevent that Agency from thereafter enforcing any such provision.

16. **Termination.** Each Agency may terminate this Agreement with or without cause by giving the other Agency one hundred twenty (120) calendar days prior written notice of termination. In the event of termination, any compensation pursuant to this Agreement shall be made for all services rendered through the effective date of termination.

17. **Notices.** Unless stated otherwise herein, all notices and demands shall be in writing and sent to the Agencies at their addresses below, or to such other addresses as the Agencies may hereafter designate in writing:

To CENTRAL MARIN FIRE
AUTHORITY

Fire Chief,
Central Marin Fire Authority
342 Tamalpais Drive
Corte Madera, CA 94925

To KENTFIELD FIRE
PROTECTION DISTRICT

Fire Chief,
Kentfield Fire Protection District
1004 Sir Francis Drake Blvd
Kentfield, CA 94904

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective when so mailed or hand delivered at the addresses specified above.

18. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the term of expiration of this Agreement and shall be binding on the parties to this Agreement.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws, rules and regulations of the State of California.

20. **Non-Exclusive Agreement.** Neither the AUTHORITY nor the DISTRICT shall be precluded by anything in this Agreement from entering into similar agreements with other municipal corporations or public agencies.

21. **Compliance with Law.** The Agencies shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.

22. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of the AUTHORITY and the DISTRICT. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Agency preparing same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

23. **Entire Agreement & Amendments.** The terms and conditions of this Agreement represent the entire agreement of the Agencies with respect to the subject matter of this Agreement, and supersede any and all prior negotiations, discussions, understandings, and agreements between the Agencies as to the subject matter hereof. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement properly executed by the authorized representatives of both the AUTHORITY and the DISTRICT.

24. **Severability.**

(a) If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the Agencies' rights and obligations, individually and collectively, under this Agreement shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

(b) If any provision of this Agreement is in direct conflict with any statutory provision of the State of California, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

25. **Breach/Enforcement of Agreement.** This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for a petition/motion against, any action, suit or other proceeding which may be instituted, prosecuted or maintained in breach of this Agreement consistent with Section 12 above, including but not limited to a petition/motion to compel mediation and/or arbitration. Venue shall be in the County of Marin.

26. **Parties' Representations.** The AUTHORITY and the DISTRICT each represent and acknowledge that, in executing this Agreement, they do not rely, and have not relied, upon any representation or statement made by any of their agents, representatives or attorneys with regard to the subject matter, basis or fact of this Agreement or otherwise.

27. **Binding Upon Successors.** This Agreement shall be binding upon the parties and their heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the parties, and each of them, and to their heirs, administrators, representatives, executors, successors and assigns.

28. **Consent.** Whenever any consent or approval is required by this Agreement, such consent or approval shall not be reasonably withheld, conditioned, or delayed, except as otherwise specifically set forth herein.

29. **Headings.** The section headings and titles contained in this Agreement are for the convenience of reference only and are not intended to define, limit or describe the scope of any provision of this Agreement.

30. **Execution In Counterparts.** This Agreement may be executed on behalf of the respective parties in one or more counterparts, all of which collectively shall constitute one document and agreement.

IN WITNESS WHEREOF, the Agencies have executed this Agreement as of the day, month and year first written above.

CENTRAL MARIN FIRE AUTHORITY

Attest:

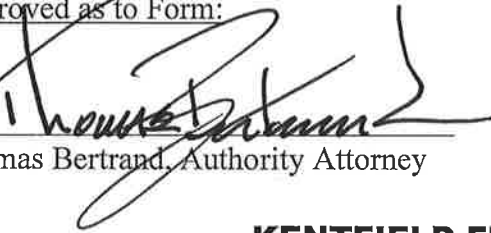


Rebecca Vaughn, Authority Clerk



Todd Cusimano, Authority Executive Manager

Approved as to Form:



Thomas Bertrand, Authority Attorney



Scott Shurtz, Authority Fire Chief

KENTFIELD FIRE PROTECTION DISTRICT

Attest:



Sharon Mulkeen, District Clerk



Bruce Corbet, Vice-Chairman, District Board of Directors

Approved as to Form:



Stephen Raab, District's Attorney



Mark Pomi, District Fire Chief