

**AGREEMENT FOR FIRE CHIEF, DUTY CHIEF, AND ADMINISTRATIVE SERVICES**  
**Between**  
**PLACER HILLS FIRE PROTECTION DISTRICT and**  
**NEWCASTLE FIRE PROTECTION DISTRICT**  
**DRAFT 1-2**

THIS AGREEMENT FOR FIRE CHIEF, DUTY CHIEF, AND ADMINISTRATIVE SERVICES (“Agreement”) is entered into as of the 1st day of November, 2016, by and between the Placer Hills Fire Protection District (“Placer Hills”) and the Newcastle Fire Protection District (“Newcastle”).

**RECITALS**

WHEREAS, the Placer Hills Fire Protection District is a fire protection district organized and existing under the laws of the State of California; and

WHEREAS, the Newcastle Fire Protection District is a fire protection district organized and existing under the laws of the State of California; and

WHEREAS, the Board of Directors of the Newcastle Fire Protection District desires to Contract with the Placer Hills Fire Protection District for Fire Chief, Duty Chief, and Administrative services; and

WHEREAS, the Board of Directors of the Placer Hills Fire Protection District has agreed by unanimous vote to enter into this contract for Fire Chief, Duty Chief, and Administrative Services;

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein set forth, it is agreed as follows:

**ARTICLE 1**  
**TERM AND RENEWAL**

1.1 Term. The term of this Agreement shall commence beginning on November 1, 2016 and continuing through June 30, 2018, provided that it is fully ratified and executed by all parties on or before November 1, 2016. The Agreement is subject to termination pursuant to Article 5 below.

**ARTICLE 2**  
**PROVISION OF SHARED SERVICES**

2.1 Fire Chief, Duty Chief, and District Manager. The parties agree to contract the services of the Placer Hills’ Fire Chief, Duty Chief, and District Manager so that they will also act as the Fire Chief, Duty Chief, and District Manager to Newcastle in addition to their duties as the Fire Chief, Duty Chief, and District Manager for Placer Hills.

2.1.1 Scope of Duties. The duties and authorities of the Fire Chief, Duty Chief and District Manager shall be those set forth in the Description of Tasks and Services attached hereto as **Exhibit A** and incorporated herein by reference. The Description of Tasks and Services may be amended as appropriate and necessary only with the

concurrence of both respective Boards of Directors of the Newcastle Fire Protection District and the Placer Hills Fire Protection District.

2.1.2 Division of Service. The parties anticipate that the Fire Chief, Duty Chief, and District Manager will reasonably divide their time between Placer Hills and Newcastle as the duties and responsibilities of each district require. This includes sharing time at the physical location of the fire station in each District. Both parties understand that there will be times when one district requires more of the Fire Chief, Duty Chief, and District Manager's attention than the other. Division/allocation of the Fire Chief's, Duty Chief's, and District Manager's time shall be at the sole discretion of the Fire Chief.

2.1.3 Rules and Regulations. The Fire Chief will apply the Placer Hills Fire Protection District Rules, Regulations, Policies and Practices in both jurisdictions with the exception of specific rules and regulations that are unique to the Newcastle Fire Protection District. The Fire Chief will follow the requirements of the Firefighters Procedural Bill of Rights in both jurisdictions as well.

2.1.4 Limitations upon Authority to Bind Newcastle. Notwithstanding anything to the contrary contained herein, Placer Hills agrees that the Fire Chief shall not, without the prior approval of Newcastle Board of Directors or such officer or officers as the Board of Directors may designate, engage in any of the following on behalf of Newcastle:

- (a) Borrow or obtain credit in any amount or execute any guarantee, except for items for sale by vendors in the ordinary course of the Fire Chief's operation;
- (b) Expend funds for capital equipment in excess of expenditures expressly budgeted and approved by the Board of Directors;
- (c) Sell or transfer capital assets; and
- (d) Execute any lease of real or personal property.

2.2 Consideration. Newcastle shall pay Placer Hills the sum of ~~xxxxxx-xxxx~~ eighty nine thousand nine thousand dollars (\$~~xxxxxxxx~~ 89,000) payable in ~~twenty~~ equal quarterly payments, on the first day of each month quarter commencing ~~on~~ retroactively to November October 1, 2016, for the services of the Fire Chief, Duty Chief, and District Manager as described herein. Both Newcastle and Placer Hills will carry Workers Compensation Insurance for the Fire Chief, Duty Chief, and District Manager and will cover all if injured while acting as, or responding to, or within their district for administrative duties or an emergency incident.

2.3 Expenses. Newcastle shall reimburse either Placer Hills or the Fire Chief for the actual cost of any direct expenses incurred by the Fire Chief in performing his duties pursuant to this Agreement provided that documentary evidence of such expenses are presented to Newcastle to substantiate the expenses incurred and provided the Fire Chief receives prior approval from a designated officer of Newcastle for all expenses incurred in excess of fifteen hundred dollars (\$1,500.00)

- 2.4 Salary, Benefits, Vacation, Sick Leave, Holidays. The Fire Chief, Duty Chief, and District Manager shall remain employees of the Placer Hills Fire Protection District and the Placer Hills Board shall be responsible for setting and paying the salary and benefits of the Fire Chief, Duty Chief, and District Manager. Newcastle shall provide accommodation for vacation, sick leave and holidays as permitted under the employment contract between the Fire Chief and Placer Hills Fire Protection District, and as permitted under the policies and procedures of Placer Hills Fire Protection District.
- 2.5 Injury/Illness. If the Fire Chief, Duty Chief, and/or District Manager ~~are unable to perform said duties during the term on this contract due to injury/illness, both parties to this agreement, will negotiate the financial terms associated with providing services commensurate with the terms of this agreement.~~ are for any reason unable to perform said duties during the term on this contract, both parties to this agreement, will negotiate the financial terms associated with providing services commensurate with the terms of this agreement.
- 2.6 Vehicle. The Fire Chief and Duty Chief are currently provided a vehicle by Placer Hills and it is anticipated that they will continue to use that vehicle as it is available. They may also transport persons who are not employees of either District in the vehicle in appropriate circumstances. Placer Hills and Newcastle shall maintain adequate liability insurance, maintenance and fuel cards on the vehicle at all times.
- 2.7 Professional Development. Newcastle may approve training or professional development opportunities for the Fire Chief, Duty Chief, and District Manager, and share in the cost of such when training benefits both Districts.
- 2.8 Future Fire Chief Recruitment and Compensation. The incumbent Fire Chief's employment contract terminates December 31, 2016. The employment contract has a provision for continued employment on a month to month basis for six months until June 30, 2017. Placer Hills anticipates conducting a recruitment process for hiring a new fire chief during the term on this agreement. The hiring of a new Fire Chief and the approval of an employment contract shall be the responsibility of the Placer Hills Board. Any increased salary and/or benefits costs associated with the new Fire Chief's employment contract will be shared equally between Placer Hills and Newcastle and, if applicable, any other Fire District that has a contract in effect with Placer Hills for Fire Chief Services at the time the new Chief is hired, from the date ~~of the new~~ employment ~~commences~~ ~~contract~~ or July 1, 2017, whichever is later, -until the termination of this agreement.

### ARTICLE 3

#### DISPUTE RESOLUTION

- 3.1 In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or breach thereof, the parties agree to use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interest, attempt to reach just and equitable solutions satisfactory to all parties. If they do not reach such solutions within a period of thirty (30) days, any party may terminate this Agreement as provided for in Article 5 below.

**ARTICLE 4**  
**INDEMNIFICATION**

- 4.1 **Indemnification.** Each party agrees to defend, indemnify, and save all other parties harmless from any and all claims arising out of said party's employees' negligent acts, errors, omissions or willful misconduct while performing pursuant to this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of said party, its officers, employees, or agents.
- 4.1.1 Each party hereby agrees to defend itself from any claim, action or proceeding arising out of the concurrent acts or omissions of their employees. In such cases, each party agrees to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs.
- 4.1.2 Notwithstanding the above, where a trial verdict or arbitration award allocates or determines the comparative fault of the members, the members may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with said comparative fault.
- 4.1.3 For purposes of this section, the terms "employee" or "employees" shall refer to and include employees, officers, agents, representatives, subcontractors or volunteers.
- 4.1.4 Notwithstanding the foregoing, no employee, officer, agent, representative, subcontractor or volunteer of any party to this Agreement shall be considered an "employee" of any other party to this Agreement for purposes of indemnification.

**ARTICLE 5**  
**TERMINATION**

- 5.1 **Termination.** Upon termination of this Agreement, unless otherwise agreed to by the parties, the current payment under the Agreement shall be prorated and any amount still owing to Placer Hills will be paid on the date of termination of the Agreement or if Newcastle has over paid then Placer Hills shall reimburse Newcastle on the date of termination of Agreement.
- 5.2 **Unilateral Termination.** Any party to this Agreement may unilaterally terminate the Agreement by notice to the other party in writing at least ninety (90) days prior to the effective date of the termination. The notice of termination shall also include the reasons for such termination.
- 5.3 **Termination Based on Mutual Agreement.** This Agreement may be terminated at any time with the mutual agreement of both parties subject to mutually agreeable terms and conditions.
- 5.4 **Termination for Cause.** In the event any party breaches a material provision of this Agreement, the non-breaching party shall give the other party written notice of such

breach. In the event the breach is not remedied within thirty (30) days of receipt of the written notice, the Agreement may be terminated unless the timelines are extended by mutual agreement.

## **ARTICLE 6** **INSURANCE COVERAGE**

- 6.1 Each Party shall provide and maintain either insurance in the form and amounts prescribed below or a statement that the Party is self-insured up to the amount specified below:
- 6.1.1 Commercial General Liability insurance, occurrence form, with the limits of not less than \$1 million each occurrence. The general aggregate limit shall be not less than ~~\$2~~ 5 million. The fire damage component of such insurance shall be not less than \$100,000.
  - 6.1.2 Automobile Liability insurance, occurrence form, with a limit of not less than \$1 million each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
  - 6.1.3 Workers Compensation in at least the minimum statutory limits. With respect to Workers Compensation coverage, the Party employing the fire department employee will provide Workers Compensation coverage for any injuries sustained in the normal course and scope of the employee's performance of services.
- 6.2 General provisions for all insurance shall include the other Party, its elected and appointed officials, employees, and agents, as additional insureds, except errors and omissions, with respect to this Agreement and the performance of services in this Agreement. Additional insured status under this provision shall be limited to each Party's obligation to indemnify the other as described in Article 4.
- 6.3 No changes in insurance affecting the requirements above may be made without the written approval of all Parties.

## **ARTICLE 7** **MISCELLANEOUS**

- 7.1 Force Majeure. Neither party shall be liable if the performance of any part or all of this contract is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, illness, death, or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- 7.2 Non-assignability. This Agreement and the rights and duties hereunder may not be assigned by any party hereto without obtaining the prior written consent of the other, and the parties expressly agree that any attempt to assign the rights of any party hereunder without such consent will be null and void. This Agreement is not intended to create any rights of a third party beneficiary.
- 7.3 Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The article and paragraph headings

are used solely for convenience, and shall not be deemed to limit the subject of the articles and paragraphs or be considered in their interpretation. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

- 7.4 Entire Agreement. This Agreement shall constitute the full and complete Agreement between the parties hereto. This Agreement supersedes all prior negotiations, representations or agreements, if any.
- 7.5 Amendments. This Agreement may be modified in writing and signed by both parties.
- 7.6 Invalidity of Provisions of this Agreement. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.
- 7.7 No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressed.
- 7.8 Negotiated Agreement. The provisions of this Agreement are the product of negotiation among all parties and shall not be construed as having been prepared by one party or another. All parties to this Agreement understand their right to seek independent counsel and advice regarding the terms of this Agreement prior to execution of the Agreement.
- 7.9 No Third-Party Beneficiary. This Agreement is only for the benefit of the Parties as municipal or corporate entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or party shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.
- 7.10 Notices. All notices required or permitted by this Agreement shall be in writing and shall either be hand delivered, sent by telecopy or facsimile, sent by U.S. mail, postage prepaid, addressed as set forth on the signature page hereof. A notice shall be effective either when personally delivered, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

Notices shall be delivered to the following individuals on behalf of each party:

For the Newcastle Fire Protection District:

\_\_\_\_\_  
~~xxxxxx xxxxxxxx~~Eric Sprouse, Chairman of the Board of Directors

For Placer Hills Fire Protection District:

\_\_\_\_\_  
Peter Hills, Chairman of the Board of Directors

7.11 Authorized Signatures. Each party represents and warrants that the signatories to this agreement are legally authorized to sign and enter into this Agreement on behalf of the parties.

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

NEWCASTLE FIRE PROTECTION DISTRICT                      Date: \_\_\_\_\_

By: \_\_\_\_\_  
PeterEric Sprouse, ~~xxxxxxxxxxxx~~, Chairman of the Board of Directors

PLACER HILLS FIRE PROTECTION DISTRICT                      Date: \_\_\_\_\_

By: \_\_\_\_\_  
Peter Hills, Chairman of the Board of Directors

**EXHIBIT A:**

**DESCRIPTION OF TASKS AND SERVICES**

The following contains the job description for the Fire Chief, Duty Chief, and District Manager. It is agreed to by the parties that this job description describes the tasks and services which the Fire Chief, Duty Chief, and District Manager will also perform on behalf of Newcastle pursuant to the Agreement for Shared Administrative Services.

The Fire Chief shall select and appoint individuals to all other positions within the District. All such employees and district officers serve at the will of the Fire Chief with right of appeal to the Board of Directors.

Subject to the supervisory powers of the Board of Directors, the Fire Chief shall perform all duties commonly incident to that office, including management of the day to day affairs of the District. The Duty Chief and the District Manager shall perform duties commonly incident to their respective roles and responsibilities.

The Fire Chief or his/her representative shall provide for response to all emergency incidents, and suitable training drills covering the operation and handling of all equipment essential for efficient District Operation. In addition, he/she shall provide instructions in emergency medical services in subjects generally considered essential.

- ~~PERSONNEL, SCHEDULING~~
- ~~PERSONNEL EVALUATIONS~~
- ~~DUAL COMPANY OFFICER MEETINGS~~
- ~~TRAINING, SCHEDULING AND LOCATION OUTLINE~~
- ~~JOINT COMPANY TRAINING~~
- ~~PREVENTION, ANNUAL INSPECTIONS ON BUSINESSES~~
- ~~WILL SERVE LETTERS FOR NEW PROJECTS WITH REVIEW OF PROJECT~~
- ~~EQUIPMENT & FLEET PROGRAM ALONG WITH REPLACEMENT PLAN~~
- ~~MONTHLY FINANCIAL REPORTS~~
- ~~FINANCIAL & BUDGETING RECOMMENDATIONS FOR THE NEWCASTLE BOARD~~
- ~~BILL PAYING AND TRACKING~~
- ~~PAYROLL & TIME CARDS~~
- ~~PUBLIC RECORDS REQUESTS~~