


**ROSS VALLEY FIRE DEPARTMENT
STAFF REPORT**

For the meeting of: July 11, 2018

To: Board of Directors
From:  Roger Meagor, Acting Fire Chief
Subject: Fire Chief and Administrative Services Agreement

RECOMMENDATIONS:

That the Board authorizes the Board President to execute the agreement for the Marin County Fire Department to provide Fire Chief and administrative services for Ross Valley Fire Department.

BACKGROUND

In September, Ross Valley Fire began exploring options to fill the vacant Fire Chief position. The options included conducting a traditional Fire Chief recruitment or entering into an agreement with another fire agency to provide a Fire Chief and administrative services. In November the Department held a public workshop to receive input from the Board, Department staff, and public. At the December Board meeting, Marin County Fire Chief Jason Weber gave a presentation outlining the basic concept of a shared service option. Following the presentation, in consideration of the discussions to date, the Board directed staff to continue to explore both options, traditional fire chief recruitment and a shared service agreement with the Marin County Fire Department.

At the regular April meeting the Board reviewed the candidate pool for Fire Chief. A week later, at a special meeting of the Board, the Board received the Executive Summary for Marin County Fire Department to provide Fire Chief and administrative services for the Department. At the May meeting, the Board voted unanimously to suspend the traditional fire chief recruitment and to direct staff work with legal counsel to develop an agreement for Marin County Fire Department to provide Fire Chief and administrative services for Ross Valley Fire Department.

DISCUSSION:

At the June meeting the Board reviewed the draft agreement for the Marin County Fire Department to provide Fire Chief and administrative services for Ross Valley Fire Department. At the Board's request the following changes have been made to the draft agreement:

- Added two additional deliverables in Appendix C, after Bullet 5 (year one & ongoing).
 - "Complete a 5-year financial projection"
 - "Develop options for an enhanced defensible space inspection program"

- Added the following to the Dispute Resolution Process Section (Section 15):
 - “The arbitrator shall be a retired judge with at least 10 years’ total experience serving on California and/or Federal trial and appellate court(s).”
- Legal counsel reviewed the agreement and added page numbers, cleaned up the formatting, and made changes in Section 1 and Appendix D for an August 1, 2018 start date.

Staff submitted the draft agreement to CalPERS for review. We asked CalPERS to confirm that the agreement represents a contract for service and does not create an employee/employer relationship between Ross Valley Fire Department and Marin County employees. It is anticipated CalPERS will complete its review prior to the Board meeting.

Attachment: Draft MOU between the County of Marin Fire Department and the Ross Valley Fire Department for shared services from the Marin County Fire Department to the Ross Valley Fire Department.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF MARIN FIRE DEPARTMENT AND
THE ROSS VALLEY FIRE DEPARTMENT FOR SHARED SERVICES
FROM THE MARIN COUNTY FIRE DEPARTMENT TO THE ROSS
VALLEY FIRE DEPARTMENT**

August 1, 2018

MEMORANDUM OF UNDERSTANDING

TABLE OF CONTENTS

RECITALS	1
MEMORANDUM OF UNDERSTANDING/AGREEMENT	2
SECTION 1. Term of AGREEMENT	2
SECTION 2. No Separate Entity Created.....	2
SECTION 3. MCFD As Independent Contractor	2
SECTION 4. Employees of Each Party	2
SECTION 5. Terms Defined	2
SECTION 6. Services To Be Rendered	2
SECTION 7. Compensation For Services Rendered	3
SECTION 8. Performance Review	3
SECTION 9. Health & Safety Concerns	3
SECTION 10. Agreement Not for Benefit of Third Parties.....	3
SECTION 11. Hold Harmless & Indemnification	3
SECTION 12. Insurance.....	4
SECTION 13. Conflict of Interest	4
SECTION 14. Assignability	4
SECTION 15. Dispute Resolution Process	4
SECTION 16. Default.....	5
SECTION 17. Equal Opportunity & Non-Discrimination	6
SECTION 18. Termination	6
SECTION 19. Amendments	6
SECTION 20. Breach & Enforcement	6
SECTION 21. Severability.....	6
SECTION 22. Governing Law	6
SECTION 23. Parties' Representations	7
SECTION 24. Binding Upon Successors	7
SECTION 25. Headings	7
SECTION 26. Consent.....	7
SECTION 27. Designated Representatives	7
SECTION 28. Notices	7
SECTION 29. Appendices.....	8
SECTION 30. Execution In Counterparts	8
SECTION 31. Effective Date	8
APPENDIX A.....	A-1
APPENDIX B.....	B-1
APPENDIX C	C-1
APPENDIX D	D-1
APPENDIX E.....	E-1
APPENDIX F	F-1

Memorandum of Understanding

This **Memorandum of Understanding** (hereinafter referred to as **MOU and/or Agreement**) is entered into and is effective August 1, 2018 (the "Effective Date") by and between the ROSS VALLEY FIRE DEPARTMENT (RVFD) and the COUNTY OF MARIN/MARIN COUNTY FIRE DEPARTMENT (MCFD) for fire executive management and administrative services provided by MCFD to RVFD as set forth herein.

RECITALS

A. Ross Valley Fire Department was formed pursuant to a Joint Powers Agreement, currently in the form of an Amended and Restated Joint Powers Agreement, as further amended, between the Town of Fairfax, the Town of San Anselmo, Sleepy Hollow Fire Protection District and the Town of Ross, as a separate public agency under the Joint Exercise of Powers Act, commencing at Government Code Section 6500.

B. The County of Marin is a political subdivision of the State of California and a general law county. The Marin County Fire Department is a sub-division and department of the County of Marin. Marin County Fire Department is not a separate public or legal entity.

C. The RVFD has a vacancy in the permanent position of Fire Chief and has explored options for traditional staffing and for securing equivalent functions through a contract for services.

D. The Parties have discussed a contract proposal for Executive Management Shared Services where equivalent fire chief services will be provided to RVFD by the MCFD. Administrative support functions traditionally provided by the Fire Chief will be provided to RVFD by MCFD under the supervision and direction of the MCFD Fire Chief utilizing MCFD sworn and civilian staff with expertise in the applicable areas of fire administration and operations. At its May 16, 2018 meeting, the RVFD Board of Directors authorized preparation of this formal agreement based on the concept in the proposal presented in the Staff Report (with supplemental PowerPoint presentation) for the meeting of April 18, 2018.

NOW THEREFORE, the purpose and intent of this Agreement is to set forth the current terms, conditions, requirements and procedures that shall govern and control the provision of services by MCFD to RVFD as authorized by the Joint Exercise of Powers Act (Government Code Sections 6500, et seq.) and/or Government Code Section 54981 which expressly permits the parties to contract for such services with each other.

MEMORANDUM OF UNDERSTANDING/AGREEMENT

RVFD and MCFD, in consideration of the mutual promises, covenants, terms and conditions set forth below, hereby agree as follows:

SECTION 1. Term of AGREEMENT

This Agreement shall commence on the above-stated Effective Date and shall continue in full force and effect until June 30, 2023, unless sooner terminated, as provided in this Agreement.

SECTION 2. No Separate Entity Created

The parties do not intend to create a separate public agency through this Agreement.

SECTION 3. MCFD As Independent Contractor

MCFD at all times and for all purposes under this Agreement is an independent contractor and shall not be deemed an agent, servant or employee of RVFD, nor is this Agreement to be construed as a partnership, joint venture or association by MCFD with RVFD.

SECTION 4. Employees of Each Party

The employees of each party are intended to remain exclusively employees of the applicable party. Nothing in this Agreement is intended to change the employment relationship or to establish a joint employment or co-employment relationship. Each party will continue to be responsible for all compensation provided to its employees.

SECTION 5. Terms Defined

The "Board of Directors," "President" or "Board President," "Executive Officer" and "RVFD Management Committee" are those bodies or officials as established under the RVFD joint powers agreement, as amended from time to time.

Reference to MCFD includes the County of Marin.

SECTION 6. Services To Be Rendered

MCFD will provide the executive management and administration services described in Appendix "A." RVFD will continue to provide the staff and support services outlined in Appendix "B." Deliverables for year one and for years two through five are listed in Appendix "C." The deliverables may be further refined in writing with details

and deadlines. Any agreed refinement will be signed by the MCFD Fire Chief and the RVFD Executive Officer and may not alter the underlying terms of this Agreement.

SECTION 7. Compensation For Services Rendered

The terms and conditions for compensation to MCFD for its support services provided under this Agreement are set forth in Appendix "D."

SECTION 8. Performance Review

RVFD reserves the right at any time to review MCFD's performance under this Agreement and agrees to provide to MCFD the results of its review. MCFD agrees to cooperate with any and all requests for information and documents related to any such review.

SECTION 9. Health & Safety Concerns

If any provisions of this Agreement are violated by MCFD in a manner that presents a possible or potential danger to the public health and safety, RVFD's Executive Officer shall notify MCFD's Fire Chief of the alleged violation by telephone and in writing, with a copy of such notification sent to County's Chief Administrative Officer. If MCFD fails to correct the violation within fourteen (14) days after receipt of written notice, RVFD may suspend this Agreement until such violation has been corrected. The decision of RVFD as to the existence of a contract violation and its resolution shall be final, but MCFD shall be permitted to present its response to the RVFD's Board of Directors either in writing or orally or both before any such final decision is rendered.

SECTION 10. Agreement Not for Benefit of Third Parties

This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

SECTION 11. Hold Harmless & Indemnification

RVFD and MCFD each agree 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 respective 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, liability

shall be apportioned between RVFD and MCFD under the doctrine of comparative fault as established under California law.

SECTION 12. Insurance

MCFD shall carry at its own expense during the full term of this Agreement the insurance coverages specified in Appendix "E." MCFD is self-insured and has insurance coverage over and above the self-insurance amount and also has umbrella coverage. MCFD shall provide a current endorsement of such coverages (on the general liability endorsement form attached hereto as Appendix "F") to RVFD within ten (10) days of the Effective Date of this Agreement. RVFD agrees to accept MCFD's self-insurance program in lieu of the applicable portions of the required commercial insurance coverage.

SECTION 13. Conflict of Interest

Both RVFD and MCFD warrant and covenant that they presently have no interest in, nor shall any interest be hereinafter acquired, in any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local or federal law. RVFD and MCFD further warrant that no officer or employee of theirs has influenced or participated in a decision to award this Agreement which has or may confer a benefit, pecuniary or otherwise, in a manner which would violate State law. In the event that any conflict of interest or violation of this section should nevertheless hereafter arise, that party shall promptly notify the other of the existence of the conflict such that all appropriate action immediately may be undertaken.

SECTION 14. Assignability

MCFD shall not assign all or any portion of this Agreement. With the prior written consent of the Executive Officer, MCFD may use a qualified outside vendor or consultant to assist with the preparation of studies, standards or plans, but may not assign any of MCFD's related duties under this Agreement.

SECTION 15. Dispute Resolution Process

Should any disagreement or dispute between RVFD and MCFD arise concerning interpretation, implementation and/or enforcement of any of the terms or subject matter of this Agreement, the parties will attempt to resolve such dispute informally by a meeting with representatives of each party. If, after a good faith attempt by both parties to resolve the dispute informally, no resolution can be reached, 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 RVFD and MCFD 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 RVFD and MCFD 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 arbitrator shall be a retired judge with at least 10 years' total experience serving on California and/or Federal trial and appellate court(s). RVFD and MCFD each shall pay an equal portion of the arbitration fees and each party shall pay its own attorneys' fees and legal costs and it is hereby agreed that the arbitrator shall have no authority to award attorneys' fees or costs to any prevailing party. RVFD and MCFD hereby expressly waive 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, each or both parties may seek equitable or injunctive relief to preserve the status quo pending occurrence of the mediation/arbitration process herein specified. It is the express intent of both RVFD and MCFD 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.

SECTION 16. Default

Subject to any extensions of time by mutual consent of the parties in writing, any failure of either party to timely perform any material obligation of this Agreement shall constitute an event of default as to that party, if (i) such defaulting party does not cure such failure within thirty (30) days following receipt of written notice of default from the other party, where such failure is of a nature that can be cured within such thirty (30) day period, or (ii) if such failure is not of a nature which can be cured within a thirty (30) day period, the allegedly defaulting party does not, within said thirty (30) day period, commence substantial efforts to cure such failure or thereafter does not, within a reasonable period of time, prosecute to completion with diligence and continuity the curing of the failure. The time to cure may be extended in writing at the discretion of the party giving notice. Any notice of default given hereunder shall be served on the other party and shall specify in detail the nature of the failure(s) in performance which the noticing party claims constitutes the event of default and the manner in which such default may be satisfactorily cured in accordance with the terms and conditions of this Agreement. Failure of a party to timely cure or commence and diligently prosecute to completion the cure of a material default of this Agreement shall entitle the non-defaulting party to terminate this Agreement in accordance with the termination provisions set forth herein and/or to pursue all other remedies available under the dispute resolution process set forth in Section 15 above.

SECTION 17. Equal Opportunity & Non-Discrimination

MCFD and all its employees while performing under this Agreement shall comply with the equal opportunity and non-discrimination provisions of all applicable federal, state and local laws, statutes and ordinances. MCFD and its employees shall not discriminate on the basis of race, color, national origin, ancestry, religion, sex, sexual preference, marital status, age, physical or mental disability, or any other status protected by law, in any matters related to access to or provision of services or related to employment.

SECTION 18. Termination

This Agreement may be terminated prior to the end of its stated term (see Section 1) by one year written notice given by either party to the other party.

SECTION 19. Amendments

This Agreement shall not be further amended or modified at any time and in any respect whatsoever except in writing and by both parties hereto. RVFD and MCFD each agrees that it will make no claim at any time that this Agreement has been orally amended or modified, and each agrees that no oral waiver, amendment or modification shall be effective for any purpose.

SECTION 20. Breach & Enforcement

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, including but not limited to a petition/motion to compel mediation and/or arbitration.

SECTION 21. Severability

Should any provision of this Agreement be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.

SECTION 22. Governing Law

This Agreement is made and entered into within the State of California, and shall in all respects be interpreted, enforced and governed under the laws of the State of California, with venue agreed to be within the County of Marin. The language of all parts

of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either RVFD or MCFD.

SECTION 23. Parties' Representations

RVFD and MCFD 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.

SECTION 24. Binding Upon Successors

This Agreement shall be binding upon the parties and their administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the parties, and each of them, and their administrators, representatives, executors, successors and assigns.

SECTION 25. Headings

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

SECTION 26. Consent

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

SECTION 27. Designated Representatives

The Executive Officer of RVFD is its designated representative and will administer this Agreement on its behalf. MCFD's Fire Chief is its designated representative. Changes in designated representatives shall occur by advance written notice to the other party.

SECTION 28. Notices

All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the parties to be served as follows:

If to RVFD:

President of the Board of Directors
Ross Valley Fire Department
777 San Anselmo Ave,
San Anselmo, CA 94960

If to MCFD:

Fire Chief, County of Marin
PO Box 518
Woodacre, CA 94973

Each party shall provide the other with telephonic and written notice of any change of address as soon as practicable. Notices given by personal delivery or acknowledged shall be effective immediately.

SECTION 29. Appendices

The following appendices to this Agreement are attached hereto and incorporated by reference as though fully set forth herein:

Appendix A	MCFD EXECUTIVE MANAGEMENT AND ADMINISTRATIVE SERVICES
Appendix B	CONTINUING RVFD ADMINISTRATIVE SERVICES
Appendix C	DELIVERABLES
Appendix D	COMPENSATION
Appendix E	STANDARD INSURANCE REQUIREMENTS
Appendix F	GENERAL LIABILITY ENDORSEMENT FORM

SECTION 30. Execution In Counterparts

This Agreement may be executed on behalf of the parties in one or more counterparts, all of which collectively shall constitute one document and Agreement.

SECTION 31. Effective Date

The effective date of this Agreement is the date set forth in the first paragraph hereof, once this Agreement is fully executed by each of the parties' representatives set forth below.

IN WITNESS WHEREOF the parties hereto have entered into and executed this Agreement as follows:

MARIN COUNTY FIRE DEPARTMENT

Attest:

Clerk, BOS

By: _____
Damon Connolly, President, BOS

ROSS VALLEY FIRE DEPARTMENT

Attest:

Administrative Assistant, RVFD

By: _____
President, Board of Directors

APPENDIX A

MCFD EXECUTIVE MANAGEMENT AND ADMINISTRATIVE SERVICES

Scope of Services:

MCFD will utilize the following staff members to provide services as defined by this Agreement - Fire Chief, Deputy Chief-Operations, Deputy Director of Fire, Fire Marshal, Battalion Chief-Wildfire Protection, Battalion Chief-Training, Battalion Chief-EMS, Administrative Services Manager, Administrative Services Associate, and other MCFD staff as determined necessary by the MCFD. Where required by law or RVFD rules or requirements, MCFD will designate individuals to serve in specified functions or positions, but such individuals shall continue to be under control of and report to MCFD.

The MCFD will provide the following services:

Executive Management: MCFD will provide the following Fire Chief services: Under general direction of the Executive Officer, Management Committee and the Board of Directors will direct, lead, manage, and oversee the activities and operations of the Department including general administration, finance, fire prevention, suppression, training, fire investigation, emergency medical services and public education. Services will include on-call duty on a regular, routine basis for consultation and actual response beyond the normal business hours.

Essential Functions:

- Attend all RVFD Board of Directors meetings in person, unless otherwise excused.
- Attend all RVFD Management Committee meetings, unless otherwise excused.
- Directs and oversees the activities of the Fire Department
- Plans, implements, and reviews departmental short and long-range goals.
- Develops general policies for the administration of the Department.
- Evaluates needs and makes recommendations for construction/renovation of fire stations and the purchase of apparatus and equipment.
- Develops annual budget and controls expenditures.
- Represents the Department at meetings with elected officials and outside agencies; explain and interpret Department programs, policies, activities, budget, and operations.

- Negotiate on sensitive issues and issues involving but not limited to: budgeting, Department direction, employee issues and resolutions, equipment, supplies tools, operational methods and implementation.
- Develops recommendations for the protection of life and property within the jurisdiction of the Department.
- Demonstrates continuous effort to improve operations, streamline work processes, and work cooperatively and jointly to provide quality seamless customer service.
- Identify opportunities for improvement; direct the implementation of changes, maintain an efficient and cost effective emergency response system.
- Maintain discipline and ethical standards set forth within Department.
- Assumes command of all Department operations, as needed, during emergency and non-emergency events as appropriate.
- Formulates and supervises the development and implementation of minimum standards, technical competency, training standards, safety compliance, inspections, fire prevention, education, emergency medical unless otherwise excused.
- Performs contract negotiations with other agencies both private and public for cooperative and financial agreements.

Finance: MCFD will provide management and oversight for financial services and administration, including preparing the annual operating budget, controlling expenditures, conducting long-term financial planning, recommend financial policies, purchasing and contract administration.

Human Resources: MCFD will manage human resource functions including benefit administration, performance management, labor law requirements, employee hiring and development, and health and wellness.

Community Risk Reduction: MCFD will provide management and general oversight of the Department's community risk reduction programs, including fire prevention and public education. MCFD will provide Fire Marshal services to include fire code development and enforcement. Interpret and apply laws, regulations, ordinance, and codes for specific applications as the Fire Marshal for the Department.

Emergency Medical Services (EMS): MCFD will provide management and general oversight of the Department's EMS program.

Training: MCFD will provide general coordination of the Department's training program. Ensure compliance with State and Federal requirements.

APPENDIX B

CONTINUING RVFD ADMINISTRATIVE SERVICES

Administrative Assistant: The RVFD Administrative Assistant will continue to support finance, human resources, public information, and other general administrative functions.

Department Training Officer: A RVFD Battalion Chief will continue to serve as the Department training officer.

Fire Inspectors: RVFD personnel will continue to meet the day-to-day fire inspection needs of the Department.

Basic Financial and Payroll Services: RVFD will continue to provide for basic financial services, including accounts receivable/payable and payroll processing for RVFD employees. These services are currently provided by agreement with the Town of San Anselmo.

APPENDIX C

DELIVERABLES

The following items have been identified as key deliverables to implement the executive management and administrative transition and begin to address the current priorities of the Department. It is understood that many of these items will require routine updates and attention of MCFD. These items are derived from public meetings and the concept proposal presented at the Ross Valley Fire Department Board of Directors meeting on April 18, 2018. The PowerPoint presentation and staff report are available for reference under public record with Ross Valley Fire Department. In the event of a conflict between the concept proposal and this Agreement or this Appendix, the Agreement or this Appendix will take precedence, in that order.

Year One and/or ongoing:

- Ensure the Department will continue to respond to the needs of the community's citizens and visitors and to deliver the best possible public service attainable.
- Review and gain an understanding of the Department's administrative functions, programs, policies, procedures, etc.
- Develop and maintain relationships with the communities, community leaders and elected officials ensuring the Department is well represented to stakeholders and constituents.
- Develop and maintain strong working relationships with Department Heads within the three towns.
- Conduct a review of the Department's current policies and procedures and implement the Lexipol policy management software.
- Complete a 5-year financial projection.
- Develop options for an enhanced defensible space inspection program.
- Complete the integration of the finance agreement with the Town of San Anselmo, including best practice cross checks and audit trail information.
- Implement employee performance management system.
- Evaluate the Department's infrastructure and capital assets needs.

Two to five-year deliverables:

- Develop a 5-year Strategic Plan.
- Development of Department wide Community Wildfire Protection Plan.
- Update RVFD Standards of Cover.
- Complete policy and procedure update.
- Long-term financial outlook and options for sustainability.
- Work with Towns to develop a capital facility (fire stations) master plan for long term major rehab, code compliance and, if needed, eventual replacement.

APPENDIX D

COMPENSATION

For the first year of service, RVFD will pay MCFD \$295,583 for services under this Agreement, inclusive of all compensation, costs, expenses and fees. The amount will be prorated and paid twice yearly, in arrears. MCFD will issue the initial invoice six months after the Effective Date, with subsequent invoices each half year (six months) for service during the preceding six months. RVFD will make payment for all undisputed sums within 30 days of receiving the invoice.

If the Agreement is not effective at the start of the 7/1/18-6/30/19 fiscal year, the initial term of compensation will be prorated and the first invoice will be adjusted accordingly. For example, if the Effective Date is August 1, 2018, compensation for the initial term of service will be 11/12 of the full amount, or \$270,951.08. The initial invoice will be issued five months after the Effective Date (\$123,159.58), subsequent invoices will be issued each half year (six months; \$147,791.50 for the second invoice). The compensation terms will revert to the six month invoicing and annual compensation terms after the initial short invoice period and term of compensation.

The method for determining the first year fee and its breakdown is summarized in the table below. The fee will be adjusted for each fiscal year following the 2018/2019 fiscal year, based on the methodology used in the table and subject to MCFD labor costs associated with the identified positions. Regardless of the calculated increase, the maximum increase that will apply year-to-year is 3% during the term of this Agreement.

As part of the annual performance evaluation, the parties may mutually agree to changes in the percentage allocation of personnel in the table below based on actual experience. However, agreement to a percent change in allocation does not change the 3% maximum annual limit on increases.

The identification of positions is intended to identify services and functions rather than individuals. This methodology is used to provide a convenient and reproducible process that can be used for future fee adjustments. It is not intended to designate specific individuals or control the methods or means by which MCFD achieves the results required under the Agreement.

APPENDIX D
COMPENSATION

Position	Salary	Full Cost	RVFD %	Year 1
Fire Chief	\$ 214,968	\$ 395,541	30%	\$ 118,662
Deputy Fire Chief	\$ 189,987	\$ 349,576	10%	\$ 34,958
Deputy Director of Fire	\$ 155,979	\$ 246,447	15%	\$ 36,967
Fire Marshal	\$ 178,443	\$ 328,335	10%	\$ 32,834
Veg Mngt / WF Protection BC	\$ 178,443	\$ 328,335	7%	\$ 22,983
EMS	\$ 178,443	\$ 328,335	3%	\$ 8,208
Training	\$ 178,443	\$ 328,335	5%	\$ 16,417
Administrative Services Assoc.	\$ 82,875	\$ 130,943	12%	\$ 15,713
Administrative Services Manager	\$ 111,904	\$ 176,808	5%	\$ 8,840
Total				\$ 295,583

APPENDIX E

STANDARD INSURANCE REQUIREMENTS

Prior to rendering services provided by the terms and conditions of this Agreement, MCFD "Contractor or its subcontractor" for purposes of these insurance requirements, shall acquire and maintain during the term of this Agreement, insurance coverage, through and with an insurer acceptable to RVFD, naming the RVFD and its officials, employees, and volunteers as additional insured, (hereinafter referred to as "the insurance"). The limits of insurance herein shall not limit the liability of the Contractor hereunder.

1. Except for professional liability coverage said policies shall be in effect until final acceptance of contractor's work by RVFD and shall provide that they may not be canceled without first providing RVFD with thirty (30) days written notice of such intended cancellation. If Contractor fails to maintain the insurance provided herein, RVFD may, but is not required to, secure such insurance and deduct the cost thereof from any funds owing to Contractor.
2. Minimum Scope of Insurance. Contractor shall procure insurance covering general liability, automobile liability, and worker's compensation. Coverage shall be at least as broad as:
 - a) Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent ISO form. A non-ISO form must be reviewed by the RVFD prior to acceptance of the Agreement.
 - b) Except as otherwise provided in (e)(ii)(bb) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" and Endorsement CA 0029.
 - c) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
 - d) Professional Errors and Omissions Liability Insurance, coverage form subject to RVFD Approval.
3. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
 - a) General Liability and Automobile Liability Coverages. RVFD and its officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or

automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the RVFD, its officials, employees or volunteers.

- i) The Contractor's insurance coverage shall be primary insurance as respects the RVFD, its officials, employees and volunteers and any other insureds under this contract. Any insurance or self-insurance maintained by the RVFD, its officials, employees and volunteer or other insureds shall be excess of the Contractor's insurance and shall not contribute with it.
 - ii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the RVFD, its officials, employees and volunteers or other insureds under this contract.
 - iii) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - b) Worker's Compensation and Employers Liability Coverage.
 - c) Professional Errors and Omissions insurance.
 - i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the RVFD.
4. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII if admitted. A non-admitted insurer shall have a Best's rating of no less than A-X.
5. Minimum Limits of Insurance. Contractors shall maintain limits no less than:
- a) Commercial General Liability: One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage with a general aggregate limit of \$2,000,000.
 - b) Automobile Liability: Subject to the option of the RVFD either: (aa) \$1,000,000 combined single limit per accident for bodily injury or

property damage or; (bb) Personal Automobile liability coverage of \$500,000 bodily injury and property damage.

- c) Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars (\$1,000,000) per accident.
- d) Professional Errors and Omissions Liability: Policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500). Coverage may be made on a claims-made basis with a "Retro Date" either prior to the date of the Contract or the Beginning of the Contract work. If claims-made, coverage must extend to a minimum of twelve (12) months beyond completion of project. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work.

6. [Reserved.]

7. Deductibles and Self-Insured retentions. Except as otherwise provided in this Agreement, any deductibles or self-insured retentions must be declared to and approved by the RVFD. At the option of the RVFD either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the RVFD, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

8. Verification of Coverage. Contractor shall furnish the RVFD with Certificate(s) of Insurance and with original endorsement(s) affecting coverage required by this clause. The certificate(s) and endorsement(s) for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) and endorsement(s) are to be on forms provided by the RVFD or on forms received and approved by the RVFD before work commences. The RVFD reserves the right to require complete, certified copies of all required insurance policies, at any time.

9. Contractor shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and Contractor has delivered the certificate(s) of insurance and endorsement(s) to RVFD as previously described. If Contractor shall fail to

procure and maintain said insurance, RVFD may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by Contractor to RVFD upon demand. The policies of insurance provided herein which are to be provided by Contractor shall be for a period of not less than one year, it being understood and agreed that thirty (30) days prior to the expiration of any policy of insurance, Contractor will deliver to RVFD a renewal or new policy to take the place of the policy expiring.

10. RVFD shall have the right to request such further coverages and/or endorsements on the insurance as RVFD deems necessary, at Contractor's expense. The amounts, insurance policy forms, endorsement(s) and insurer(s) issuing the insurance shall be satisfactory to RVFD in its sole and absolute discretion.

**APPENDIX F
GENERAL LIABILITY ENDORSEMENT FORM**

[Attach Form.]