

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

This Memorandum of Understanding for Shared Services (MOU) is made and entered into May 8, 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 Code section 13800 *et seq.*, including, but not limited to sections 13861, 13862, and 1386; and

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.

(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 MOU

The initial term of this MOU shall commence on May 8, 2024, and shall expire on September 30, 2024, 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  
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.

EXHIBIT B

CITY OF SEBASTOPOL  
JOB DESCRIPTION

**Job Title:** Fire Chief  
**Division:** Management  
**Department:** Fire  
**Location:** Fire House  
**Shift:** As Required City  
**Reports To:** Manager  
**Prepared By:** HR Advisor, MTC  
**Prepared Date:** 02/20/2023  
**Approved By:** City Council  
**Approved Date:** 07/01/1999  
**Revised Date:** 08/01/2023, 02/20/2024  
**FLSA Status:** Exempt

**PURPOSE**

Under administrative direction, the Fire Chief performs complex technical, administrative, and supervisory work in planning, organizing, directing, and implementing fire prevention, suppression, investigation, disaster preparedness, and emergency medical services to prevent or minimize the loss of life and property by fire and emergency medical conditions. The Fire Chief reflects a demonstrative cultural competency working with all community members regardless of cultural differences or circumstances including race, ethnicity, religion, language, gender identity, age, marital and familial status, sexual orientation, diverse physical and learning abilities, socioeconomic status, and other identities. May act as the City Manager or Assistant City Manager during the absence of either manager and perform related duties, as assigned.

**DISTINGUISHING CHARACTERISTICS** This is an individual classification that is responsible for the management and supervision of all Fire Department services, programs and policies. Reporting to the City Manager, the incumbent manages emergency response, fire prevention, public education, hazardous materials, municipal code enforcement, disaster response and other related public safety services. The responsibilities include direct and indirect supervision of management, technical, clerical and other support staff and command of emergency incidents.

**SUPERVISION RECEIVED AND EXERCISED**

General administrative direction is provided by the City Manager; responsibilities include the direct and indirect supervision of management, supervisory, technical, and/or support staff.

**TYPICAL DUTIES:** *To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Depending upon assignment, duties may include, but are not limited to, the following:*

- Plan, direct, coordinate, and organize all City fire service functions including fire suppression and prevention, emergency medical services, disaster preparedness, hazardous materials response, and associated programs, services, and operations.
- Plans, organizes, directs and coordinates the activities of the Fire Department; selects, trains and has general responsibility for the discipline of volunteer personnel.
- Prepare and recommend long range plans for fire programs and develop proposals for action on current and future needs of the City.
- Advise City Council, City Manager, and others on departmental issues impacting the City.
- Coordinate the provision of departmental support services of station, equipment maintenance, in-service training, and fire inspection, maintaining departmental efficiency and effectiveness.
- Supervise and participate in the development and administration of the Fire Department budget; direct the forecast of additional funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures; implement mid-year adjustments.



- Manage subordinate supervisors (Asst. Chiefs and Fire Captains) who supervise volunteers and employees in the Fire Teams.
- Maintain departmental records; evaluate volunteer staff; prepare suggested revisions to City Fire Ordinances.
- Coordinate the development, administration, and maintenance of records for organized training programs.
- Develop policies, goals and objectives for the Department.
- Develop, review, manage, and administer the Departmental budget, fees, stipend programs, and controls expenditures.
- Represent the Fire Department as its spokesperson before the media, community groups, professional organizations, other City departments and divisions, and outside agencies.
- Requisitions supplies, equipment and materials needed for department operations.
- Develop, maintain, disseminate, and administer operating procedures manuals and policies.
- Coordinate responses to emergencies, enforce City fire codes, State building regulations, and State Fire Marshal regulations.
- Foster an environment that embraces diversity, integrity, trust, and respect.
- Provide advice and consultation to the City Council and City Manager on fire ordinances and policies.
- Perform regular inspections of buildings and structures; investigate causes and origins of fires, respond to fires and takes charge of major fires, prepare reports regarding department operations and activities.
- Serve as Assistant Emergency Services Director for the City; develop disaster and general emergency plans; coordinates emergency planning with all City departments, develop plans for evacuation shelters, warming/cooling centers, and first aid stations, coordinate hazardous material response planning, train other City staff on hazardous material handling.
- Be an integral team player, which involves flexibility, cooperation, and communication.
- Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.
- Perform related duties as assigned.

**QUALIFICATIONS:** The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions satisfactorily.

**Knowledge of:**

- Principles and practices of governmental administration and organizational management.
- Modern principles, practices and techniques of Fire Department administration and operation.
- Advanced methods, practices and principles of fire suppression, fire prevention and fire investigation.
- Principles, practices, and methods of investigation, documentation, and investigatory report writing.
- California Building Code, City and California State Fire Codes and California Administrative and Health and Safety Codes, and an understanding of fee and penalty administration.
- Principles and practices of leadership, motivation, team building and conflict resolution.
- City protocol for disaster preparedness and emergency operations.
- Operation and maintenance of the apparatus and equipment used in firefighting and emergency service activities.
- Geography, types of building construction, major fire hazards and water supply problems of the City of Sebastopol.
- Provisions of national, state and local laws, rules, regulations and ordinances affecting fire and emergency service functions.

**Ability to:**

- Plan, organize and coordinate the fire service functions of the City.
- Work weekends, nights, holidays, and long hours in inclement weather.
- Provide supervision and training for volunteer staff.
- Develop and implement department policies and procedures.
- Supervise, train and evaluate assigned personnel.
- Prepare and administer department budget.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Think and act quickly and appropriately in emergencies and assess situations.
- accurately.
- Demonstrate cultural competency and a proven ability to work with people regardless of cultural differences or circumstance including race, ethnicity, religion, language, gender identity, age, marital and family status, sexual orientation, diverse physical and learning abilities, socioeconomic status, and other identities.
- Direct, manage, and oversee the administration and operations of the Fire Department.
- Interpret, explain, apply and enforce a variety of fire-related laws, ordinances and regulations.
- Collect and analyze data, maintain and prepare records and reports, make effective oral presentations, prepare a budget and control expenditures, and establish and maintain cooperative working relationships.
- Select, motivate, and evaluate assigned staff and provide training and professional development.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community.
- Write speeches and articles for publication that conform to prescribed style and format.
- Effectively present information to top management, public groups, and/or boards of directors.
- Establish and maintain effective working relationships with those contacted in the course of the work.

**EDUCATION AND EXPERIENCE:**

*Any combination of education and experience is qualifying. A typical way to meet qualifications is:*

**Education:** Equivalent to a two year degree from an accredited college or university with major course work in Fire Science, Fire Administration, Public or Business Administration or closely related field. A bachelor's degree in a related field is desired.

**Experience:** Five (5) years of municipal fire suppression, supervisory, management and administrative experience equivalent to Battalion Chief or above.

**License, Certifications, Registrations:**

- Possession of valid California Class C driver's license and a satisfactory driving record are conditions of initial and continued employment.
- Possession of a California State Fire Marshal's Office designation as Chief Fire Officer, the predecessor, Chief Officer or equivalent is highly desired.
- Coursework in Fire Command and experience in emergency operations is desirable.

**PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell. The employee must frequently lift and/or move up to 100 pounds and occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

**WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works near moving mechanical parts; in high, precarious places; and in outside weather conditions and is frequently exposed to fumes or airborne particles and toxic or caustic chemicals. The employee occasionally works with explosives and is occasionally exposed to wet and/or humid conditions, extreme cold, extreme heat, risk of electrical shock, and vibration. The noise level in the work environment is usually loud.