



# **Valley of the Moon Fire Protection District**

## **Special Board of Directors Meeting**



**February 1, 2017**



# Valley of the Moon Fire Protection District

## Special Board of Directors Meeting

February 1, 2017

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**SPECIAL MEETING AGENDA  
VALLEY OF THE MOON FIRE PROTECTION DISTRICT  
BOARD OF DIRECTORS**

Wednesday, February 1, 2017 at 9:00 A.M.  
Location: Sonoma Valley Fire & Rescue Authority Station #1  
630 2<sup>nd</sup> Street West, Sonoma, California 95476

(This agenda is posted in accordance with the Ralph M. Brown Act,  
California Government Code Section 54950, et seq.)

1. CALL TO ORDER

2. ROLL CALL & DETERMINATION OF A QUORUM

Board of Directors: President Norton, Director Brunton, Director Greben, Director Brady, and Director Leen.

3. PLEDGE OF ALLEGIANCE

4. CONFIRMATION OF AGENDA

5. COMMENTS FROM THE PUBLIC

*(At this time, members of the public may comment on any item not appearing on the agenda. It is recommended that you keep your comments to three minutes or less. Under State Law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public will be invited to make comments at the time the item comes up for consideration by the Board of Directors.)*

6. PRESENTATIONS

7. CONSENT CALENDAR

8. FIRE CHIEF'S MONTHLY REPORT

9. OLD BUSINESS

Fire Chief shared service agreement with Glen Ellen Fire Protection District. **Action Item**

10. NEW BUSINESS

11. OTHER BUSINESS TO COME BEFORE THE BOARD

12. COMMENTS FROM THE FLOOR

13. COMMENTS FROM THE BOARD

14. CLOSED SESSION

15. ADJOURNMENT

This meeting will be adjourned to a regular meeting on February 14, 2017 at 6:00 p.m. in the Training Room of Sonoma Valley Fire & Rescue Authority Station 1, located at 630 2<sup>nd</sup> Street West, Sonoma.

*Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to on the agenda are available for public inspection the Monday before each regularly scheduled meeting during regular business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday, at Sonoma Valley Fire & Rescue Authority's Station 1, located at 630 2<sup>nd</sup> Street West, Sonoma, California.*

*Any documents subject to disclosure that are provided to all, or a majority of all, of the members of the Board of Directors regarding any item on this agenda after the agenda has been distributed will be made available for inspection at the location listed above during regular business hours. If you challenge the action of the Board in court, you may be limited to raising only those issues you or someone else raised at the public hearing described on the agenda, or in written correspondence delivered to the Valley of the Moon Fire Protection District Board of Directors, at or prior to the public hearing.*

*In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the secretary for the Board at (707) 996-2102. Notification 48 hours before the meeting will enable the Valley of the Moon Fire Protection District to make reasonable arrangements to ensure accessibility to this meeting.*



# Valley of the Moon Fire Protection District

## Special Board of Directors Meeting

### Agenda Item Summary

February 1, 2017



<b>Agenda Item No.</b>		<b>Staff Contact</b>	
9		Mark Freeman, Fire Chief	
<b>Agenda Item Title</b>			
Fire Chief shared service agreement with Glen Ellen Fire Protection District			
<b>Recommended Actions</b>			
Approve shared service agreement			
<b>Executive Summary</b>			
Negotiations for the assignment of a GEFPD Fire Chief have been conducted with the Glen Ellen Fire Protection District, and the agreement is being presented to the Board for approval. This will be a temporary assignment for the duration of a feasibility study to provide all-risk fire protection and emergency medical services to the GEFPD.			
<b>Alternative Actions</b>			
Request more information			
<b>Strategic Plan Alignment</b>			
This agreement is in alignment with Goal 5, Objective 5A: Identify the benefits of shared services, and Objective 5C: Incrementally implement changes that enhance delivery of service throughout the region.			
<b>Fiscal Summary – FY 16/17</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.	\$3,450.00	Fees/Other	\$3,450.00
		Use of Fund Balance	\$
		Contingencies	\$
		Grants	\$
<b>Total Expenditure</b>	<b>\$3,450.00</b>	<b>Total Sources</b>	<b>\$3,450.00</b>
<b>Narrative Explanation of Fiscal Impacts (if required)</b>			
<b>Attachments</b>			
Agreement for Contract for Shared Fire Services between the Valley of the Moon Fire Protection District and the Glen Ellen Fire Protection District			

**AGREEMENT FOR CONTRACT FOR SHARED FIRE CHIEF SERVICES BETWEEN  
THE VALLEY OF THE MOON FIRE PROTECTION DISTRICT AND  
THE GLEN ELLEN FIRE PROTECTION DISTRICT**

This Agreement (“AGREEMENT”) is entered into as of \_\_\_\_\_, by and between the Valley of the Moon Fire Protection District (“VOMFPD”) and the Glen Ellen Fire Protection District (“GEFPD”), both fire protection districts formed and operated pursuant to the California Fire Protection District Law of 1987, California Health and Safety Code section 13800, *et seq.* These districts shall be collectively referred to herein as “the parties”.

**RECITALS**

WHEREAS, GEFPD desires to contract for the provision of Fire Chief services on a temporary basis while VOMFPD and GEFPD complete a feasibility study on a coordinated arrangement for providing all-risk fire protection and emergency medical services; and

WHEREAS, VOMFPD is able and willing to provide such contract Fire Chief services; and

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

Now, therefore, VOMFPD and GEFPD agree as follows:

1. SCOPE OF SERVICES – GEFPD FIRE CHIEF. VOMFPD agrees to assign an employee who is a subordinate Chief Officer to GEFPD to fulfill the duties of the GEFPD Fire Chief as set forth below.

(a) The GEFPD Board of Directors shall have authority to approve the VOMFPD employee who is assigned as the GEFPD Fire Chief and the GEFPD Fire Chief will report directly to the GEFPD Board of Directors.

(b) The GEFPD Fire Chief will provide general administration and oversight of GEFPD, including, but not limited to, budget administration, personnel management and supervision, training, incident command, and similar related activities, all in accordance with the requirement and expectations of statutory law, applicable GEFPD regulations, and the customary duties of a fire chief.

(c) GEFPD will make available to the GEFPD Fire Chief, all necessary regulations, policies, procedures, manuals, and other information, as well as incidental materials and supplies, work area, computer access, telephone, and other standard equipment required to perform the Fire Chief services desired by GEFPD under this AGREEMENT.

2. TERM OF AGREEMENT. The term of this AGREEMENT shall commence with the assignment of the GEFPD Fire Chief and shall continue for six (6) months. The parties shall have the option to extend this AGREEMENT in three (3) month increments with a written amendment to this AGREEMENT. Either party can terminate this AGREEMENT with thirty (30) days written notice to the other party.

3. EMPLOYMENT OF PERSONNEL. For services provided under this AGREEMENT, the GEFPD Fire Chief shall be considered and remain an employee of VOMFPD.

4. PAYMENT. For the services provided under this AGREEMENT, GEFPD shall compensate VOMFPD at a monthly rate of \$575.00 per month, payable on the first of each month that this AGREEMENT is in effect.

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

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

7. NOT A JOINT VENTURE OR JOINT POWERS AUTHORITY. The parties intend by this AGREEMENT to establish only an agreement for contract Fire Chief services, and do not intend to create a joint venture, joint powers agency, partnership or other joint enterprise of any kind. This AGREEMENT is expressly not a "fire protection contract" as that term is defined in California Government Code section 56134.

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

To VOMFPD:

Valley of the Moon Fire Protection District  
630 2<sup>nd</sup> Street West  
Sonoma, CA 95476  
Attention: Fire Protection District Board

To GEFPD:

Glen Ellen Fire Protection District  
13445 Arnold Drive  
Glen Ellen, CA 95442  
Attention: Fire Protection District Board

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

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

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

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

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

Valley of the Moon Fire Protection District,  
a Special District of the State of California

Glen Ellen Fire Protection District,  
a Special District of the State of California

By: \_\_\_\_\_  
Board Chairperson

By: Robert J. Nonkon, SR  
Board Chairperson

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Board Clerk

By: Raymond F. ...  
Board Clerk