City of Grass Valley
City Council
Agenda Action Sheet

Council Meeting Date: July 9, 2019
Date Prepared: July 3, 2019

Prepared by: Mark Buttron - Fire Chief

Title: Grass Valley and Nevada City Shared Cost Firefighter

Recommended Motion: Council 1) Approve the agreement for a shared cost Firefighter between the City of Grass Valley and the City of Nevada City subject to legal review and 2) authorize the City Manager to execute the agreement.

Agenda: Administrative

Background Information: In August of 2018 the City Council approved a one-year pilot program allowing exploration of operational and administrative opportunities to enhance effectiveness, identify additional efficiencies, and evaluate the practical application of shared administrative services. The one (1) year (+/-) pilot program has allowed administrative opportunities to enhance effectiveness, identify and implement operational efficiencies, and provided for the practical application of a shared service concept. The concepts of shared service remain the same, eliminate duplication, build efficiencies, fiscal prudence, future direction, and sustainability. These ideals continue to drive the City of Grass Valley and the City of Nevada City to strengthen the shared service agreement.

The City of Grass Valley has provided staffing to augment one shift at Nevada City Fire Station 54 (FS 54) during the SAS pilot program. This opportunity provided operational integration, training, career, and personal development over the course of the pilot program to date. The next phase for SAS is employment of a shared cost firefighter for staffing of FS 54. The City of Grass Valley and City of Nevada City will share the cost 60/40 for the firefighter who will be an employee of the City of Grass Valley and will staff FS 54. The shared cost firefighter will allow full staffing for both agencies as we continue to advance and evaluate our operational and administrative cohesiveness. We continue to move forward with the SAS concept with the support of our firefighters, ever mindful of the unique opportunity provided by the City of Nevada City and City of Grass Valley.

Council Goals/Objectives: Public Safety

Fiscal Impact: Allocated Expense in the Fiscal Year 2019/2020

Funds Available: Yes

Reviewed by:

\[\text{City Manager}\]

G:\WPDATA\Council Action Sheets for 2019\AG070919\Shared FF\Shared Cost FF GRS.docx

Agenda Item # 9-1
FIREFIGHTER SERVICES AGREEMENT
BY AND BETWEEN CITY OF GRASS VALLEY
AND CITY OF NEVADA CITY

This Agreement ("Agreement") is entered into as of ____________, 2019 by and between the City of Grass Valley, a municipal corporation ("Grass Valley"), and the City of Nevada City, a municipal corporation ("Nevada City"). Each party may be referred to in this Agreement as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the Parties entered into a Joint Operations Agreement ("Master JOA") for providing cooperative fire protection and emergency services, including joint use of personnel, dated February 28, 2014; and

WHEREAS, the Master JOA is a prudent way to deliver important public safety services in a cost efficient manner, resulting in improved response times, cooperative training, and greater overall efficiency in the delivery of fire protection and emergency services to residents, visitors, and businesses in the Parties' communities; and

WHEREAS, Section 5 of the Master JOA authorizes the Parties to the Master JOA to enter into separate agreements that further the intent of the Master JOA, and recognizes such agreements as part of the Master JOA; and

WHEREAS, the Parties wish to enter into an additional agreement for the joint use of firefighter personnel.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. **Scope of Services.** The Parties shall share the services of one firefighter who shall provide general firefighter services, duties and functions of the type customarily rendered by general firefighter employees of the Grass Valley and Nevada City Fire Departments.

2. **Deployment of Personnel.** The Grass Valley Fire Chief shall assign the shared firefighter to regular shifts serving either Grass Valley Fire Department or Nevada City Fire Department. Said firefighter shall be assigned to Grass Valley Fire Department for approximately 60 percent of his or her total hours worked each month, and shall be assigned to
Nevada City Fire Department for approximately 40 percent of his or her total hours worked each month.

3. **Term of the Agreement.** The term of this Agreement shall be for a period of two years, commencing on [DATE] and continuing until [DATE]. Thereafter, this Agreement will renew automatically for one year periods, beginning each [DATE], unless terminated as provided in Section 5 below.

4. **Employment of Personnel.** Notwithstanding anything to the contrary in Section 5(a) of the Master JOA, the firefighter whose services are shared under this Agreement is a Grass Valley employee and shall not be deemed an employee of Nevada City for any purpose. Grass Valley shall be solely responsible for all salary, benefits, workers' compensation, and insurance for the firefighter whose services are shared under this Agreement. Said firefighter shall be considered a Grass Valley employee for all supervisory, disciplinary, and other employment-related purposes, although the firefighter shall accept direction from Nevada City employees when assigned to the Nevada City Fire Department and while responding to calls within Nevada City.

5. **Termination or Withdrawal.** At any time and without cause, either Party may terminate its participation in this agreement in whole or in part by giving at least 30 days' written notice to the other Party. Nevada City shall pay Grass Valley for all general firefighter services rendered prior to the effective date of such termination and properly billed as provided in this Agreement.

6. **Indemnification.**

   a. Grass Valley shall indemnify, defend, and hold harmless Nevada City, and its officers, employees, agents, and volunteers, from and against any and all liabilities, losses, claims, damages, expenses, demands, and costs (including without limitation litigations costs and attorney, expert witness, and consultant fees) of every kind and nature arising out of a breach of Grass Valley's obligations under this Agreement, except where caused by the sole negligence or willful misconduct of Nevada City, or its officers, employees, agents, or volunteers, or as otherwise required by law.

   b. Nevada City shall indemnify, defend, and hold harmless Grass Valley, and its officers, employees, agents, and volunteers, from
and against any and all liabilities, losses, claims, damages, expenses, demands, and costs (including without limitation litigations costs and attorney, expert witness, and consultant fees) of every kind and nature arising out of a breach of Nevada City’s obligations under this Agreement, except where caused by the sole negligence or willful misconduct of Grass Valley, or its officers, employees, agents, or volunteers, or as otherwise required by law.

c. Without limiting in any way the indemnity obligations set forth in Section 6.b, and in addition to that indemnity obligation, Nevada City shall indemnify, defend, and hold harmless Grass Valley, and its officers, employees, agents, and volunteers, from and against any and all liabilities, losses, claims, damages, expenses, demands, and costs (including without limitation litigation costs and attorney, expert witness, and consultant fees) of every kind and nature arising out of the performance of general firefighter services for Nevada City by the firefighter described in Section 4.a under this Agreement.

d. The Parties waive the pro rata risk allocation contained in Government Code section 895.6.


a. Nevada City shall pay Grass Valley for the general firefighter services rendered under this Agreement at the fully loaded rate of $____ per hour.

b. The rate set forth in Section 7.a of this Agreement may be amended annually by a written instrument executed by duly authorized representatives of the Parties.

c. Grass Valley shall bill Nevada City within 10 days after the end of each 28 day FLSA work cycle by summarized invoice for the general firefighter services provided during the 28 day FLSA work cycle under this Agreement. The summarizing invoiced shall contain a statement of the number of hours worked by the firefighter for Nevada City Fire Department during that period, and the dates of each shift worked. Nevada City shall pay Grass Valley all undisputed amounts contained in such summarized invoice no later than 30 days after receipt. The Parties agree to meet
and confer to discuss any disputed amounts contained in a summarized invoice.

8. **Notices.** All notices and demands required or permitted to be given or made under this Agreement shall be in writing and either (1) hand delivered with signed receipt, or (2) mailed by first class registered or certified mail, postage prepaid and return receipt requested, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons named may be changed by either of the Parties by giving ten (10) days written notice to the other party.

If to City of Grass Valley:  
City of Grass Valley  
Attn: Tim Kiser, City Manager  
125 E. Main Street  
Grass Valley, CA 95945

If to City of Nevada City:  
City of Nevada City  
Attn: Catrina Olson, City Manager  
317 W. Broad Street  
Nevada City, CA 95959

9. **Warranty of Authorization.**

   a. Parties represent and warrant that the person executing this Agreement is the duly authorized representative of the Parties with actual authority to bind said Party to each and every term, condition, and obligation contained in this Agreement and that all requirements relating to such authority have been fulfilled.

10. **Miscellaneous Provisions.**

   a. This Agreement shall be governed and construed in accordance with the laws of the State of California. In the event of a dispute or claim arising out of this Agreement, venue shall be in the Superior Court of the State of California for the County of Nevada.

   b. This Agreement shall be construed as a whole and according to its fair meaning. This Agreement shall not be construed strictly for or against either of the Parties. If any provision of this Agreement is found unenforceable, void, or voidable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
c. This Agreement may be executed in counterparts such that the signatures appear on separate pages. A copy or facsimile of this Agreement, with all signatures appended together, shall be deemed a fully executed agreement. Signatures transmitted by facsimile or electronic means shall be deemed original signatures.

d. This Agreement represents the complete understanding of the Parties with respect to the matters set forth herein. This Agreement supersedes all previous agreements and understandings of the Parties, whether oral or written, with respect to the matters set forth herein. All such previous agreements and understandings shall have no force or effect.

e. This Agreement may only be modified or amended by a written instrument executed by duly authorized representatives of the Parties.

f. The Parties agree to meet and confer periodically at mutually agreeable times to exchange relevant information and discuss performance under this Agreement.

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

City of Grass Valley
A municipal corporation of the State of California

By: __________________________
Tim Kiser, City Manager

ATTEST:

By: __________________________
Kristi Bashor, City Clerk

Approved as to Form:

City of Nevada City
A municipal corporation of the State of California

By: __________________________
Catrina Olson, City Manager

ATTEST:

By: __________________________
Niel Locke, City Clerk

Approved as to Form: