

**AGREEMENT  
BY AND BETWEEN  
PLACER HILLS FIRE PROTECTION DISTRICT  
AND  
PENRYN FIRE PROTECTION DISTRICT  
(Joint Administrative Services)**

**THIS AGREEMENT FOR JOINT ADMINISTRATIVE SERVICES** (“Agreement”) is entered into as of the 1<sup>st</sup> day of July 2024, by and between the Placer Hills Fire Protection District (“Placer Hills”) and the Penryn Fire Protection District (“Penryn”).

**I.  
RECITALS**

**WHEREAS**, the Placer Hills Fire Protection District is a fire protection district duly formed and existing under the Fire Protection District Law of 1987, Government Code section 13800 et seq.;

**WHEREAS**, the Penryn Fire Protection District is a fire protection district duly formed and existing under the Fire Protection District Law of 1987, Government Code section 13800 et seq.;

**WHEREAS**, pursuant to Government Code section 6502 Placer Hills and Penryn are public agencies that, with the authorization of their governing boards, may jointly exercise any power common to them;

**WHEREAS**, Placer Hills and Penryn jointly seek to enter into a contractual arrangement that will provide a basis for administrative services to be shared between the parties;

**WHEREAS**, neither Placer Hills nor Penryn intends to create a fire protection contract, as there will be no exercise of new or extended fire protection services outside of either agency’s boundaries;

**WHEREAS**, this Agreement does not transfer responsibility for providing services; and

**WHEREAS**, this Agreement does not change the employment status of more than 25 percent of the employees of either agency;

**NOW, THEREFORE**, pursuant to the authority granted by Government Code sections 6502 and 55632 and Health and Safety Code section 13050, and in consideration of the mutual promises and obligations set forth herein, the parties hereby agree that this Agreement for Joint Administrative Services is hereby established as follows:

## II. TERMS AND CONDITIONS

### A. General Provisions

1. The preceding Recitals are incorporated as though fully set forth below.
2. The parties agree that this Agreement will provide a basis for the provision of fire protection and emergency medical services without the relinquishment of either parties existing responsibility to provide such services.

### B. Term and Renewal

1. The term of this Agreement shall commence on July 1, 2024 and continue through June 30, 2025. The Agreement is subject to earlier termination pursuant to Paragraph E, below.
2. Upon mutual agreement between the parties, this Agreement may be extended for one additional year.

### C. Joint Administrative Services

1. Placer Hills currently employs individuals in the following positions (“Position” or “Positions”) that can serve in Administrative Positions for Penryn:
  - 1.1 Fire Chief (full-time)
  - 1.2 Battalion Chief – A (full-time)
  - 1.3 Battalion Chief – B (full-time)
  - 1.4 Battalion Chief – C (full-time)
  - 1.5 District Manager (full-time)
  - 1.6 Office Assistant (part-time)
  - 1.7 Fire Marshal (part-time)
2. The Joint Administrative Services to be provided by the Positions are set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. The Scope of Services may be amended as set forth in Paragraph F.5, below.
3. The Joint Administrative Services for each Position shall be completed at the direction of the Penryn Board of Directors and in accordance with Penryn Rules, Regulations, Policies and Practices as assigned below:
  - 2.1 Fire Chief shall serve as the Penryn Fire Chief for twenty-five percent of their full-time position.
  - 2.2 Battalion Chief – A shall serve as a Penryn Fire Battalion Chief for twenty-five percent of their full-time position.

- 2.3 Battalion Chief – B shall serve as a Penryn Fire Battalion Chief for twenty-five percent of their full-time position.
  - 2.4 Battalion Chief – C shall serve as a Penryn Fire Battalion Chief for twenty-five percent of their full-time position.
  - 2.5 District Manager shall serve as a Penryn District Manager for twenty-five percent of their full-time position.
  - 2.6 Office Assistant shall serve as a Penryn Office Assistant for ten percent of their full-time position.
  - 2.7 Fire Marshal shall serve as a Penryn Fire Marshal for thirty-three percent of their part-time position.
3. Notwithstanding anything to the contrary contained in this Agreement, the Positions shall not, without prior authorization from the Penryn Board of Directors or such officer as the Board of Directors may designate engage in the following on behalf of Penryn:
- 3.1 Borrow or obtain credit in any amount or execute any guarantee, except for items for sale by vendors in the ordinary operation of the fire department as set forth in Penryn Policy; and
  - 3.2 Expend funds for capital equipment in excess of expenditures expressly budgeted and approved by the Board of Directors; and
  - 3.3 Sell or transfer capital assets; and
  - 3.4 Apply for, solicit, or accept any grant, donation contributions by foundations, or the like, that require any financial commitment on the part of Penryn either initially or in the future; and
  - 3.5 Execute any lease of real or personal property.
4. The Fire Chief and Battalion Chief(s) have the authority to assign tasks and functions of the referenced scope of duties to qualified department staff members.

**D. Consideration for Joint Administrative Services**

**1. Compensation**

- 1.1 Penryn shall make payment to Placer Hills in the amount of One Hundred Eighty Four Thousand Two Hundred Seventy Dollars (\$184,270.00), as agreed to by both parties to this Agreement based on salaries and an administrative fee to account for services, operations and vehicle depreciation as identified below:

1.1.1	Fire Chief	\$45,517.50
1.1.2	Battalion Chief - A	\$27,375.00
1.1.3	Battalion Chief - B	\$30,700.00
1.1.4	Battalion Chief - C	\$27,210.00
1.1.5	District Manager	\$26,275.00
1.1.6	Office Assistant	\$4,000.00

1.1.7	Fire Marshal	\$14,417.70
1.1.8	Administrative Fee	\$8,774.80

- 1.2 Penryn shall make quarterly payments to Placer Hills, due on the first day of each quarter commencing on July 1, 2024.

### 3. Expenses

- 3.1 Penryn shall reimburse either Placer Hills or the Position for the actual cost of any direct expense incurred while performing the duties of the Position for Penryn. Documentary evidence of such expenses shall be submitted to Penryn to substantiate the expenses incurred and provided that prior approval is obtained by the Position for the expense.
- 3.2 Notwithstanding Paragraph 3.1 above, Fire Chief is only required to obtain advanced approval for expenditures in excess of One Thousand Five Hundred Dollars (\$1,500.00) as specified in Article VII, Section 7.04, Fire Chief Expenditures in the Penryn Fire Protection District Board of Directors By-Laws.

### 4. Salary, Benefits, Vacation, Sick Leave, Holidays

Placer Hills shall be responsible for the payment of salary and provision of benefits for the Positions. Penryn shall provide accommodation for vacation, sick leave and holidays as permitted by Placer Hills. In the event of a long-term absence (in excess of 30 days) for a Position, the parties agree to determine alternative arrangements for the Joint Administrative Services covered by this Agreement.

### 5. Vehicle

Fire Chief, Battalion Chiefs and Fire Marshall shall be provided a vehicle by Placer Hills, as vehicles are available. Placer Hills shall maintain maintenance and fuel cards for the vehicles.

6. 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.

- 6.1 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 see reimbursement of such costs.

- 6.2 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.
- 6.3 For purposes of this section, the terms “employee” or “employees” shall refer to and include employees, officers, agents, representatives, subcontractors, or volunteers.
- 6.4 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.

## 7. Insurance

- 7.1 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:
  - 7.1.1 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 million. The fire damage component of such insurance shall be not less than \$100,000.
  - 7.1.2 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.
  - 7.1.3 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.
- 7.2 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 Paragraph 6.
- 7.3 No changes in insurance affecting the requirements above may be made without the written approval of all parties.

E. Termination

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 owed to Placer Hills will be paid on the date of termination of the Agreement or if Penryn has over paid, then Placer Hills shall reimburse Penryn on the date of termination of the Agreement.
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.
3. Termination Based on Mutual Agreement. This Agreement may be terminated at any time with the mutual agreement of both party's subject to mutually agreeable terms and conditions.
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.

F. Miscellaneous

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.
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.
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.

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.
5. Amendments. This Agreement may be modified in writing and signed by both parties.
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. 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.
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.
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 parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.
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 personal delivered, on the date set forth on the receipt of 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 Penryn Fire Protection District:

Penryn Fire Protection District  
P.O. Box 219  
Penryn, CA 95663

Cheryl Hotaling, Chair of the Board of Directors

## **EXHIBIT A**

### **SCOPE OF SERVICES**

This Scope of Services is intended to be a broad scope of responsibilities for administrative services to be provided by the positions. In no manner is it meant to be comprehensive, limited, or all-inclusive regarding the roles and responsibilities that will be administered during the duration of this Agreement.

During the time allotted for in this Agreement, the Positions shall perform the following functions for Penryn:

#### **I. FIRE ADMINISTRATIVE SERVICES**

##### **A. Budget**

- i. Budgeting and estimating revenues and administering the budget.
- ii. Seeking, soliciting, applying for and tracking grant opportunities.

##### **B. Labor Management and Memorandum of Understanding**

- i. Assist with negotiations with employee bargaining units.
- ii. Work with employee associations/unions on policy changes, prior to board approval.
- iii. Such services exclude: any labor arbitration, or labor-related dispute (including response, preparation or participation) that may be brought in any State of California or Federal tribunal, including by way of illustration, and not limitation, any proceeding before the California Employment Development Department (EDD), California Public Employees Retirement System (CalPERS), California Labor Board, or California Public Employment Relations Board (PERB).

##### **C. Personnel Management**

- i. Oversight and managing personnel issues, scheduling and coordinating of new hires and promotions.
- ii. Process employee discipline matters appealed through the Board of Directors level.
- iii. Such services exclude: participation in any dispute involving employee discipline (including response, preparation or participation) that may



be filed in a court of law or otherwise appealed to any tribunal beyond the Board of Directors level.

D. Allied Agency Interaction

- i. Work with the Penryn Board of Directors on budgets, future planning, and cooperation with surrounding public safety agencies to improve levels of service.

II. OPERATIONAL SERVICES

A. Incident Management

- i. Assist with management of Penryn incidents and coordinate with Cal Fire on State Responsibility incidents.

B. Daily Operations

- i. Coordination of activities in major incidents in Penryn.
- ii. On-duty Battalion Chief to coordinate day-to-day operations, provide emergency incident management, and assist with the planning and oversight of training needs.

C. Staffing Management

- i. Schedule day to day staffing to keep Station 38 open 24/7.

D. Promotional Examination Process

- i. Coordinate all in-house promotional testing.

E. Dispatch and Communication Services

- i. Oversight of changes in dispatch search orders, response plans, response zones, and incident types.

II. SUPPORT SERVICES

A. Facilities Maintenance and Capital Improvement

- i. Forecast funding opportunities and estimate costs to upgrade and/or repair the current apparatus, equipment and station.

B. Apparatus Equipment Maintenance and Replacement Programs

- i. Forecast funding opportunities for apparatus and estimate costs for replacement.

V. FIRE PREVENTION SERVICES

A. Fire Investigations

- i. Perform fire investigations.

B. Public Education

- i. Oversight for the Penryn Public Education Program.

C. Plan Review, Inspections, Variances, and Development Meetings

- i. Plan review, inspections, variances, new development meetings, and will serve letters.

For Placer Hills Fire Protection District:

Placer Hills Fire Protection District  
17020 Placer Hills Road, Unit 1A  
Meadow Vista, CA 95722

Peter Hills, President of the Board of Directors

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.

**Penryn Fire Protection District**

Date: June 25, 2024

By: Cheryl Hotaling

Print Name: Cheryl Hotaling

Its: \_\_\_\_\_

**Placer Hills Fire Protection District**

Date: June 26, 20\_\_\_\_

By: Peter R. Hills

Print Name: PETER R. HILLS

Its: \_\_\_\_\_