

RESOLUTION NO. 37 / 2013

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CORTE MADERA APPROVING AN AGREEMENT BETWEEN THE TOWN OF CORTE MADERA AND THE CITY OF LARKSPUR FOR SHARING OF FIRE DEPARTMENT PERSONNEL**

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**WHEREAS**, The Corte Madera and Larkspur Fire Departments work closely together;

**WHEREAS**, The City of Larkspur utilizes the Corte Madera paramedic ambulance for EMS calls within the community;

**WHEREAS**, the Corte Madera and Larkspur Fire Departments utilize the same regional training program;

**WHEREAS**, the Corte Madera and Larkspur Fire Departments have standardized equipment, policies and practices, and:

**WHEREAS**, the members of both Fire Departments propose to advance the operational relationship.

**NOW, THEREFORE, BE IT RESOLVED**, that the Corte Madera Town Council hereby approves the implementation of a Personnel Shared Services Agreement that will enable members of one fire department to work temporarily in the neighboring fire department on a voluntary, as needed basis.

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**IT IS HEREBY CERTIFIED** that the Town Council of the Town of Corte Madera duly introduced and regularly adopted the foregoing resolution at a regular meeting held on the 4<sup>th</sup> day of November, 2013, by the following vote, to-wit:

AYES: Councilmember: Bailey, Condon, Ravasio and Lappert  
NOES: Councilmember: None  
ABSENT: Councilmember: Furst  
ABSTAIN: Councilmember: None

  
\_\_\_\_\_  
Michael Lappert, Vice Mayor

ATTEST:

  
\_\_\_\_\_  
Lisa Harper, Interim Town Clerk

## **SHARED SERVICES AGREEMENT (Amended)**

*An Agreement for the Sharing of Personnel for the City of Larkspur, the Town of Corte Madera, the Larkspur Firefighter's Association and the Corte Madera Firefighter's Association*

The following is the agreed upon terms for shared services between the City of Larkspur, the Town of Corte Madera, the Larkspur Firefighter's Association and the Corte Madera Firefighter's Association. The intent of this document is for the sole purpose of the sharing of personnel for the purposes of providing maximum services to the citizens of the communities and to assist in order to fill mandatory overtime positions of both the Larkspur Fire Department and the Corte Madera Fire Department with an objective to reduce a forced hire back condition. For the purposes of this document, sharing of personnel will be referred to as **cross department movement**.

Additionally, this agreement permits the daily temporary movement of personnel and resources between stations in both communities when necessary to facilitate training, orientation and to assist with various work tasks. Shift officers will ensure that proper staffing and coverage for both communities is maintained to current standards.

This agreement is made pursuant to, without limitation, the Joint Exercise of Powers Act (California Government Code Section 6500 et seq.). The City and Town may jointly exercise their powers, duties, and functions pursuant to, and in accordance with, the terms of this agreement.

### **1. Filling of vacant positions**

Regarding the filling of minimum staffing positions, prior to cross department movement of personnel, all regular overtime hiring procedures will be exhausted per CMD/LRK MOU documents and department policies. Once it has been determined that a position cannot be filled by regular overtime hiring procedures, the vacant position can be filled by cross department movement. All cross department movement will be accomplished strictly on a voluntary basis.

**Corte Madera.** If more than a single employee volunteers for cross department movement, the employee with the lowest number of overtime hours will be granted the cross movement overtime shift. If more than one employee volunteers with the same number of overtime hours, the more senior employee will be offered the overtime.

**Larkspur.** If more than a single employee volunteers for cross department movement, the employee with the lowest number of overtime hours will be granted the cross movement overtime shift.

### **2. Staffing**

**Larkspur Engine staffing.** Larkspur presently has no minimum paramedic staffing mandates.

**Corte Madera staffing.** If a vacant position to be offered for cross department overtime occurs on a CMD medic transport unit, only paramedic qualified personnel will be allowed to staff the position. All staffing for CMD must meet minimum paramedic staffing standards now in place.

### **3. Training**

The following training will be provided to both Larkspur and Corte Madera personnel prior to cross movement of personnel.

- A. Engine Familiarization
- B. Engineer Operations
- C. Area Familiarization
  - Major streets
  - Target Hazards
  - Routes of travel
- D. EMS equipment and operations
  - EKG monitors/AED equipment
  - BLS equipment
  - ALS equipment
- E. Larkspur - Familiarization CMD medic unit/CMD with LRK ALS engine equipment
- F. Specialized Equipment
  - TIC
  - Gas monitors
- G. Incident Reporting Systems and other Record Management Systems
  - Other forms and reporting
  - Billing, AMA, daily checks engineer and weekly, monthly
  - Fire ground duties and responsibilities/ operational guidelines/ procedures
- H. General polices and procedures

The above list is not intended to be all encompassing and during the process additional training requirements may be identified and will need to be addressed.

### **4. Overtime Costs, Compensation, and Reimbursement**

Corte Madera Fire department employees will be paid their Corte Madera overtime wage when working a cross department overtime shift.

Larkspur Fire Department employees will be paid their Larkspur overtime wage when working cross department overtime shift.

When a Corte Madera employee works an overtime shift in Larkspur, the Corte Madera employee will be compensated by the Town. The Town of Corte Madera will invoice the City of Larkspur on a monthly basis for any overtime costs incurred by its employees working in Larkspur.

When a Larkspur employee works an overtime shift in Corte Madera, the Larkspur employee will be compensated by the City of Larkspur. The City of Larkspur will invoice the Town on a monthly basis for any overtime costs incurred by its employees working in Corte Madera.

In the City of Larkspur, captains working as firefighters are compensated at the Firefighter overtime rate. Corte Madera employees will be compensated at their standard overtime rate.

### **5. Employer/Employee Relationship**

It is the intent of the parties that each **City/Town** shall remain the sole employer of any and all of its employees temporarily assigned to the **Receiving City/Town** under the terms

of this Agreement ("**Sole Employer**"). Employees of the **Sole Employer** shall continue to receive the rights, privileges and benefits conferred by the **Sole Employer** at all times that the employee is temporarily assigned to the **Receiving City/Town**.

A. Compensation. No employee of a **Sole Employer** may receive any compensation (including salary, retirement, leave and other benefits) from the **Receiving City/Town**. Compensation shall only be conferred upon the employee by the **Sole Employer** regardless of the number of hours the employee may be assigned to the **Receiving City/Town**.

B. Discipline. No party that is not the **Sole Employer** of an employee may reprimand, suspend, or take any disciplinary action whatsoever against such employee. Discipline may only be taken against the employee by the employee's **Sole Employer** regardless of the number of hours the employee may be assigned to the **Receiving City/Town**.

C. Control of Work and Temporary Hour Limitations. The parties expressly understand and agree that the **Sole Employer** controls and shall continue to control the means and manner by which all work is to be performed by the personnel of the **Sole Employer** at all times while the personnel are temporarily assigned to a **Receiving Agency** under the terms of this Agreement. Additionally, the parties expressly understand and agree that the employees of the **Sole Employer** shall not be temporarily assigned to the **Receiving Agency** in excess of any of the following: 1) an average of twenty (20) hours per week per year; 2) one thousand (1,000) hours within a fiscal year; or 3) full-time for any six-month period.

D. Retirement System and Benefits. The **City and Town** further represent and warrant that each of them are contracting agencies of the Public Employees' Retirement System established by Part 3 of Division 5 of Title 2 of the Government Code (Gov. Code §§ 20000 *et seq.*) and will remain contracting agencies with such retirement system throughout the term of this Agreement. The **City and Town** further warrant that each **City and Town** employees that will be assigned to the other **City or Town** pursuant to this Agreement are members of the **Sole Employer's** retirement system at all times that such members are assigned to the **Receiving City/Town**. No employee may accrue any retirement credits or be entitled to any retirement benefits from any **City/Town** that is not the employee's **Sole Employer**, regardless of how many hours, days, months or years that employee may be assigned to the **Receiving City** under this Agreement.

E. Notice to Employees. The parties further represent and warrant that each **Sole Employer** shall provide a copy of this section or summary of the provisions of this section to each of its employees that may be assigned to the **Receiving Agency** under this Agreement within 30 days of the effective date of this Agreement or the employee's date of hire, whichever comes later. Each **Sole Employer** shall retain a copy of the notice provided to each employee under this section in a form that bears the signature of the employee with the date of the employee's signature attesting to the receipt of such notice and the understanding of the employee as to his/her

rights while being assigned to the **Receiving Agency** under this Agreement and the date of the employee's signature. No **Sole Employer** shall assign any employee to the **Receiving Agency** until the **Sole Employer** has received a signed copy of this notice from its employee indicating that the employee wishes to be eligible for temporary assignment to the **Receiving City/Town** under the terms of this agreement.

F. Payment. The **City and Town** agree that when a **City/Town** acting as **Sole Employer** incurs overtime costs due to the assignment of its personnel to the **Receiving City/Town** pursuant to this Agreement, the **Sole Employer** shall be reimbursed by the **Receiving City/Town** for the total amount of overtime pay liability incurred by the **Sole Employer**. It is understood and agreed that the calculation of overtime pay due to the assignment of personnel to the **Receiving City/Town** shall be based upon the base pay compensation rates set for such personnel by the **Sole Employer**, and that the assignment of personnel under this Agreement shall not result in any change in the base pay compensation rates for such personnel. Monthly, any **Sole Employer** incurring such overtime pay costs shall send an invoice to the **Receiving City/Town** for reimbursement of such overtime costs, which shall be paid by the **Receiving City/Town** within thirty (30) days of receipt.

G. Temporary Assignment. Only those employees that agree in writing to be eligible for temporary assignment under this agreement shall be eligible to be assigned to the **Receiving City/Town**. An employee may decline or refuse temporary assignment on any occasion that the employee is offered such assignment. However, after the assignment has begun no employee may leave an assignment that the employee has elected to undertake except with the consent of the ranking personnel of the Receiving Agency. Personnel of the City/Town providing services under this agreement shall perform at the direction of the ranking personnel of the **Receiving City/Town** at all times that the employee remains temporarily assigned to the **Receiving City/Town**. At the sole discretion of the Sole Employer, a temporarily assigned employee's failure to observe or comply with the directions of ranking personnel of the **Receiving City/Town** may be the subject of discipline by the employee's Sole Employer pursuant to Section 5(B). Any ranking employee that is temporarily assigned to the **Receiving City/Town** shall be authorized to give orders and directions to employees of lower rank of the **Receiving City/Town** and those employees shall comply with such orders and directions at all times. Nothing in this paragraph shall divest or deprive an employee, including without limitation the Chief, of a **Receiving City/Town** of authority to nullify, abrogate, reverse or void any direction or order made by a temporarily assigned employee that is lower in rank.

## 6. Workers Compensation

A. Workers' Compensation Insurance. Each **City/Town** shall provide workers' compensation insurance for its employees, even when such employees are assigned to a **Receiving City/Town**. All workers' compensation claims shall be filed exclusively with the employee's **Sole Employer** and each **City/Town** retains its

own losses for any workers' compensation loss, without any right of subrogation or other recourse against any other **City/Town**. Each **City/Town** warrants that it carries workers' compensation insurance that complies with the requirements of the California Workers' Compensation Act.

B. Minimum Limits. Each **City/Town** shall maintain at its sole cost and expense, either through a bona fide program of self-insurance, a risk-sharing joint powers authority, or any combination thereof, commercial general liability insurance coverage with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate and commercial automobile liability coverage in the amount of One Million Dollars (\$1,000,000) combined single limit.

C. Other Requirements. All required insurance coverage's shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to each Agency. The general liability policy shall be endorsed naming the other Agency as an additional insured. The certificates of insurance and required endorsement shall be furnished to each Agency prior to the Effective Date of this Agreement. Said policies shall remain in force through the term of this Agreement and shall be payable on a per occurrence basis only. Nothing herein shall be construed as a limit of either Agency's liability, and each Agency shall indemnify, defend, and hold harmless the other Agency in accordance with the provisions of Section 9.5 of this Agreement. Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the Agreement. In addition to any other remedies, an Agency may suspend payment to the other Agency for any services provided during the time that insurance was not in effect and until such time as the defaulting Agency provides adequate evidence that it has obtained the required coverage.

## **7. Policies**

Employees will be responsible for the Sole Employer Policies.

All employees will have general knowledge and an understanding of the cross agency policies and procedures manual.

## **8. Shift Start times**

A. Department start time discrepancies will be dealt with by overtime hold over or early relief overtime in order to facilitate cross department overtime shifts. However, double overtime should not be paid in order to get personnel into position.

B. Pending the ratification of this agreement, within a mutually agreeable period, labor groups and management of both agencies will have implemented a single coordinated start time.

## **9. Constant Staffing**

The agreement between the Larkspur Firefighters Association, Corte Madera Firefighters Association, the City of Larkspur, and the Town of Corte Madera for the shared services of personnel for mandatory overtime does not release the City or Town from previously agreed upon minimum staffing standards.

### **9.5. Liability and Indemnification**

#### **A. Liability and Responsibility**

This agreement is entered into pursuant to the provisions of Article 2 of Division 2 of Title 5 (commencing with Section 55630) of the Government Code. Accordingly, the parties intend and mutually agree that all of the privileges, immunities, exemptions, pensions, relief, disability, workers' compensation, and all other benefits granted or conferred to each agency while performing its functions within its own city/town limits shall apply equally to each agency, employee, and officer while performing its functions outside, or traveling to and from, its city/town limits under this agreement.

Pursuant to Government Code Section 850.6, it is the parties' intent and mutual understanding that the Receiving City/Town shall not be held liable or responsible for the acts or omissions of any City/Town employee performing functions on temporary assignment under this agreement, except when the employee is acting at the specific direction of an employee at the City/Town Receiving Agency while performing the specific acts or omissions.

#### **B. Hold Harmless and Indemnification**

The City shall indemnify, defend and hold harmless the Town and its officers, officials, employees, agents and volunteers (collectively "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively "Liability") to anyone who may be injured or damaged by reason of the City's negligence, recklessness or willful misconduct in the performance of this agreement or its failure to comply with any of its obligations contained in this agreement. If City provides a defense to Indemnitees under this section, City shall hire defense counsel acceptable to Indemnitees. The provisions of this Section shall survive the termination or expiration of this agreement.

The Town shall indemnify, defend and hold harmless the City and its officers, officials, employees, agents and volunteers (collectively "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively "Liability") to anyone who may be injured or damaged by reason of the Town's negligence, recklessness or willful misconduct in the performance of this agreement or its failure to comply with any of its obligations contained in this agreement. If Town provides a defense to Indemnitees under this section, Town shall hire defense counsel acceptable to Indemnitees. The provisions of this Section shall survive the termination or expiration of this agreement.

**10. One Operational Area**

The Town of Corte Madera and The City of Larkspur fire agency chiefs will ensure that dispatch assignments and primary response areas are assigned to ensure the best possible allocation of resources to emergency incidents over the One Operational Area. Additionally, existing resources can be temporarily repositioned and redeployed over the One Operational Area to best serve both communities.

**11. Unified Command**

Corte Madera and Larkspur fire chiefs will provide mutual oversight, back up assistance, technical assistance, and when needed, direct administrative management support over the One Operational Area.

**12. Modification of Agreement**

All parties agree that either of the participating labor groups or management representatives can request to modify any portion of this agreement at any time if provisions are found to be unsatisfactory or harmful to the operation of the agency(s).

**13. Termination of Agreement**

Any party may terminate the Shared Services Agreement with 30 day written notice to all parties involved. The parties involved shall be noted as the Town of Corte Madera, City of Larkspur, Larkspur Firefighters Association, and Corte Madera Firefighter's Association.

**12. Signatory**


**Town of Corte Madera**



David Bracken, Town Manager

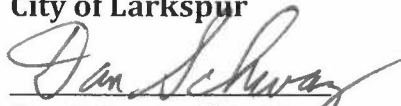


Roger Sprehn, Fire Chief

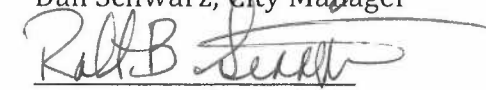


Anthony Quadros, CMPFFA

**City of Larkspur**



Dan Schwarz, City Manager



Robert Sinnott, Fire Chief



Tom Timmer, LPFFA

**13. Date of Agreement**

This agreement was ratified by all parties on November 4, 2013 and took effect immediately.

This agreement was amended by all parties on 2-17-2014 and changes included, specifically sections 10 and 11, take effect immediately.