

AGREEMENT FOR SHARED FIRE CHIEF SERVICES

This Agreement for Shared Administrative Services ("Agreement") is made and entered this 10/22/2026 (the "Effective Date"), by and between the Garden Valley Fire Protection District ("GVFPD") and the Mosquito Fire Protection District ("MFPD") (hereinafter collectively referred to as "Parties", or individually as a "Party"), both of which are public agencies organized and existing under and by virtue of the laws of the State of California.

RECITALS

WHEREAS, GVFPD is charged with providing all aspects of fire services delivery within its jurisdictional boundaries, including by way of illustration and not by limitation, fire suppression, emergency medical services, fire prevention, and emergency/disaster management as provided for in the California Health and Safety Code § 13862 and Government Code, § 8550 et seq ("GVFPD Duties").

WHEREAS, MFPD is charged with providing all aspects of fire services delivery within its jurisdictional boundaries, including by way of illustration and not by limitation, fire suppression, emergency medical services, fire prevention, and emergency/disaster management as provided for in the California Health and Safety Code § 13862 and Government Code, § 8550 et seq ("MFPD Duties").

WHEREAS, MFPD desires to contract for the provision of specified fire chief staffing services on a temporary basis while the MFPD completes an evaluation for providing long-term all-risk fire protection and emergency medical services; and

WHEREAS, GVFPD is able and willing to provide such contract fire chief staffing services; and

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the PARTIES agree as follows:

I. EFFECTIVE DATE AND TERM

This Agreement shall become effective when fully executed by all parties hereto, and shall cover the period of October 22, 2026, through October 22, 2027. The parties shall have the option to extend this AGREEMENT in twelve (12) month increments with a written amendment to this AGREEMENT. Either party may terminate this AGREEMENT with sixty (60) days' written notice to the other party.

II. SHARED SERVICES.

GVFPD shall provide MFPD with the services identified in Exhibit A-1 ("GVFPD Services and Obligations"), and MFPD shall provide GVFPD with the services identified in Exhibit A-2 ("MFPD Services and Obligations") (collectively, the "Shared Services"). In meeting and providing GVFPD Services and obligations, GVFPD shall comply with all lawful instructions of MFPD, and in meeting

and providing MFPD Services and obligations, MFPD shall comply with all lawful instructions of GVFPD.

III. EXCLUDED SERVICES.

All GVFPD Duties not described as MFPD Services are excluded from this Agreement and shall remain the sole responsibility of GVFPD. All MFPD Duties not described as GVFPD Services are excluded from this Agreement and shall remain the sole responsibility of MFPD.

IV. COMPENSATION.

The consideration supporting this Agreement is GVFPD's commitment to provide fire chief services through Fire Chief Wes Norman and MFPD's commitment to provide a payment of \$6,500.00 per month in consideration of those services for the duration of the one-year term.

V. INDEPENDENT CONTRACTOR

GVFPD, in the performance of this Agreement, is, and shall act as an independent contractor. GVFPD understands and agrees that GVFPD and all of GVFPD's employees shall not be considered officers, employees, agents, partner, or joint venture of MFPD, and are not entitled to benefits of any kind or nature normally provided to employees of MFPD and/or to which MFPD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's compensation. GVFPD shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to GVFPD's employees.

MFPD, in the performance of this Agreement, is, and shall act as an independent contractor. MFPD understands and agrees that MFPD and all of MFPD's employees shall not be considered officers, employees, agents, partner, or joint venture of GVFPD, and are not entitled to benefits of any kind or nature normally provided employees of GVFPD and/or to which GVFPD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. MFPD shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to MFPD's employees.

No Partnership or Joint Venture. Nothing herein contained shall constitute a partnership, joint venture, or other similar relationship between the Parties hereto or constitute any party the agent of the other. No Party shall hold itself out contrary to the terms of this Section. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

VI. INDEMNIFICATION

To the furthest extent permitted by California law, GVFPD shall indemnify, defend, and hold free and harmless MFPD and MFPD's employees, officers, and board members (the "Indemnified Parties") from any actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney's and consultants' fees and causes of action to property or

persons, including personal injury and/or death (each, a "Claim") to the extent that the Claim (1) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of GVFPD, its directors, officials, officers, employees, volunteers, contractors, subcontractors, consultants, or subconsultants; **or** arises out of, pertains to, or relates to the GVFPD's breach of this Agreement. MFPD may accept or reject legal counsel GVFPD proposes to defend the Indemnified Parties with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend the Indemnified Parties at GVFPD's expense against a Claim.

To the furthest extent permitted by California law, MFPD shall indemnify, defend, and hold free and harmless GVFPD's and GVFPD's employees, officers, and board members (the "Indemnified Parties") from any actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death (each, a "Claim") to the extent that the Claim (1) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of MFPD, its directors, officials, officers, employees, volunteers, contractors, subcontractors, consultants, or subconsultants; **or** arises out of, pertains to, or relates to the MFPD's breach of this Agreement. GVFPD may accept or reject legal counsel MFPD proposes to defend the Indemnified Parties with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend the Indemnified Parties at MFPD's expense against a Claim.

VII. COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS.

As an express covenant of this Agreement, GVFPD shall comply with applicable law in performing GVFPD Services. As an express covenant of this Agreement, MFPD shall comply with applicable law in performing MFPD Services.

VIII. INSURANCE.

Each Party shall furnish and keep in full force and affect during all times of the Agreement the following insurance:

- A. Workers Compensation Insurance as required under California law, covering all employees exercising duties pursuant to the Agreement, and Employer's Liability coverage with limits of not less than \$1,000,000 per accident or disease.
- B. Comprehensive Liability insurance to include general liability, medical malpractice, automobile liability, and public officials and professional liability for bodily injury, personal injury, property damage, wrongful acts and/or errors and omissions arising out of their respective employees' duties pursuant to this Agreement, including officers, agents, representatives, subcontractors, or volunteers. These policies shall provide coverage for one of the following Options [either Option B(i) or B(ii)], in the following minimum amounts:

Option B(i)

- 1. Commercial General Liability Limits

- a. Limits of not less than \$2,500,000 each occurrence
 - b. \$5,000,000 aggregate
 - c. Personal Injury
 - 1) Limits of not less than \$2,500,000 each occurrence
 - 2) \$5,000,000 aggregate
- 2. Automobile Liability Limits
 - a. Bodily Injury
 - 1) Limits of not less than \$1,000,000 per person
 - 2) \$2,000,000 per accident
 - 3) Coverage to include owned, non-owned and hired autos
 - b. Property Damage
 - 1) Limits of not less than \$1,000,000 per occurrence
- 3. Public Officials Liability and/or Errors and Omissions
 - a. To include coverage for the wrongful acts, errors and omissions of elected and appointed officials, employees and volunteers.
 - 1) Limits of not less than \$1,000,000 per claim
 - 2) \$2,000,000 aggregate
- 4. Medical Malpractice Coverage
 - a. Limits of not less than \$1,000,000 per claim or occurrence
 - b. \$2,000,000 aggregate.
- 5. Umbrella or Excess Insurance
 - a. Limits not less than \$2,000,000 per claim or occurrence
 - b. Such policy or policies shall include as insured the additional insured PARTY under the underlying policy(ies)
 - c. Coverage shall be at least as broad as specified for underlying coverages, and the full limits of the umbrella or excess coverage shall be available to the additional insured PARTY

Option B(ii)

- 1. Commercial General Liability Limits
 - a. Limits of not less than \$1,000,000 each occurrence
 - b. \$2,000,000 aggregate
 - c. Personal Injury
 - 1) Limits of not less than \$1,000,000 each occurrence
 - 2) \$2,000,000 aggregate
- 2. Automobile Liability Limits
 - a. Bodily Injury
 - 1) Limits of not less than \$500,000 per person
 - 2) \$1,000,000 per accident
 - 3) Coverage to include owned, non-owned and hired autos
 - b. Property Damage
 - 1) Limits of not less than \$100,000 per occurrence
- 3. Public Officials Liability and/or Errors and Omissions
 - a. To include coverage for wrongful acts, errors and omissions of elected and appointed officials, employees and volunteers.
 - b. Limits of not less than \$1,000,000 per claim
 - c. \$2,000,000 aggregate
- 4. Medical Malpractice Coverage
 - a. Limits of not less than \$1,000,000 per claim or occurrence
 - b. \$2,000,000 aggregate
- 5. Umbrella or Excess Insurance

- a. Limits not less than \$9,000,000 per claim or occurrence
 - b. Such policy or policies shall include as insured the additional insured PARTY under the underlying policy(ies)
 - c. Coverage shall be at least as broad as specified for underlying coverages, and the full limits of the umbrella or excess coverage shall be available to the additional insured PARTY
- C. Parties shall submit a certificate evidencing such coverage in a form satisfactory to each Party's Counsel prior to this Agreement being in force.
- D. Each Party acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum amount of coverage and limits required. The insurance requirements under this Agreement shall be the greater of (1) the full insurance coverage and limits carried by each Party, or (2) the minimum insurance requirements set forth herein. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein, and no representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the respective obligations of each Party.
- E. Each Party shall name the other, its officers, employees, and agents as additional insureds on its liability policies; provided that neither Party shall be required to name the other as an additional insured on its professional liability (errors and omissions policy).
- F. Parties shall provide thirty (30) days' written notice to the other prior to cancellation or modification of any insurance required by this Agreement. Parties shall furnish a certificate for the period covered by this Agreement. Any insurance written on a claims-made basis is subject to the approval of each Party's Board of Directors.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve each Party of liability in excess of such coverage, nor shall it preclude each Party from taking such other actions as are available to it under any other provisions of this Agreement or law. Any deductibles or self-insured retentions must be declared on the certificate of insurance and approved by each Party in writing.

IX. STANDARD OF CARE.

In performing GVFPD Services, GVFPD shall exercise reasonable care consistent with generally and currently accepted principles and practices of his/her profession for services to fire protection districts, and in performing GFPD MFPD Services, GFPD MFPD shall exercise reasonable care consistent with generally and currently accepted principles and practices of his/her profession for services to fire protection districts.

X. NOTICES.

Any required notice may be given either by personal service or by deposit (postage prepaid) in the U.S. Mail addressed as follows:

- A. Garden Valley Fire Protection District
PO Box 408
Garden Valley, CA 95633
Attn: Fire Chief
- B. Mosquito Fire Protection District
8801 Rock Creek Road
Placerville, CA 95667
Attn: Fire Chief

XI. ENTIRE AGREEMENT; AMENDMENT.

Parties agree that this Agreement constitutes the sole and only Agreement between them, representing fire chief services and correctly sets forth their obligations and duties with respect to each other. This Agreement may only be amended by a writing signed by both Parties.

XII. WAIVER.

No provision of this Agreement shall be considered waived by either Party unless such waiver is set forth in writing.

XIII. SEVERABILITY.

Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect, unless to do so would frustrate the intent and purpose of this Agreement.

XIV. COUNTERPARTS.

This Agreement may be executed in identical counterparts, each of which shall constitute a duplicate original. Each Party shall provide a true and correct copy of this Agreement to the other Party.

XV. EXECUTION.

By executing this Agreement, GVFPD and MFPD acknowledge that they have carefully read and agree to be bound by all the terms and conditions contained in the Agreement.

XVI. FORCE MAJEURE.

No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.

XVII. VENUE/GOVERNING LAWS.

This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial district in which District's principal administrative office is located.

IN WITNESS HEREOF, the Parties have executed this Agreement in the County of El Dorado, State of California as of the Effective date first set forth above.

Garden Valley Fire Protection District

By: _____

Wes Norman

Fire Chief

ATTEST:

Mosquito Fire Protection District

By: _____

Linnea Uggla

MFPD Board President

ATTEST:

By: _____

Ed Hawkins

GVFPD Board Chairman

By: _____

Name:

MFPD Board Member

EXHIBIT A-1

DESCRIPTION OF SERVICES AND OBLIGATIONS

GVFPD SERVICES AND OBLIGATIONS

- Fire Chief Services:
 - During the duration of the agreement, GVFPD agrees to make Fire Chief Wes Norman available to serve as the MFPD Fire Chief, and to perform all executive and operational duties customarily performed by that officer, including but not limited to, serving as the chief executive officer of the fire department, with ultimate responsibility for the administration, supervision, and operation of all fire-rescue services, including personnel management, emergency response, training, budgeting, policy implementation, regulatory compliance, and the protection of life, property, and the public interest.
- Duty Officer coverage for emergency scene management:
(Included but not limited to)
 1. Allows for additional overhead staff when needed on incidents i.e., Safety Officer, operations Chief, etc.
 2. GVFPD Chief Officer(s) will be available for response as Primary Coverage when needed
 3. GVFPD Chief Officer(s) will provide Chief Officer response on assigned shift(s).
- Level of Service:
 - Chief Norman shall operate MFPD Station 75 in accordance with MFPD policy and budget directed and provided by MFPD Board of Directors.

EXHIBIT A-2

DESCRIPTION OF SERVICES

MFPD SERVICES AND OBLIGATIONS

- MFPD agrees to assign GVFPD Fire Chief Wes Norman, Chief Officer, to fulfill the duties of the MFPD fire chief position as set forth below:
 - MFPD employees will report through the normal and customary chain of command to Chief Norman throughout the term of this agreement. Chief Norman shall be authorized, through his role as chief officer of MFPD throughout the term of this contract, to exercise any executive powers assigned to the role of fire chief.
 - Chief Norman will provide all normal and customary responsibilities of the fire chief role and similar related activities, all in accordance with the requirements and expectations of statutory law, applicable MFPD and GVFPD regulations, and the customary duties of the positions.
 - Chief Norman's responsibilities will include full operational and administrative authority and responsibility.
- MFPD will make available to Chief Norman, all necessary regulations, policies, procedures, manuals, budgeting material and other information, as well as incidental materials and supplies, work area, computer access, telephone, and other standard equipment required to perform the services desired by MFPD under this AGREEMENT.
- In consideration of the services provided in Exhibit A-1, MFPD shall pay GVFPD a fee of \$6500.00 per month for the duration of the agreement.