

**SECOND AMENDMENT TO AGREEMENT FOR SERVICES  
BY AND BETWEEN THE KENSINGTON FIRE PROTECTION DISTRICT  
AND THE CITY OF EL CERRITO**

**THIS SECOND AMENDMENT TO AGREEMENT FOR SERVICES BY AND BETWEEN THE KENSINGTON FIRE PROTECTION DISTRICT AND THE CITY OF EL CERRITO** (“Second Amendment”) is hereby entered into this \_\_\_ day of September, 2009 by and between the City of El Cerrito, a municipal corporation (“CITY”), and Kensington Fire Protection District, a public agency (“DISTRICT”).

**RECITALS**

A. CITY and DISTRICT are parties to an Agreement for Services, dated August 7, 1995, as amended by the First Amendment to said agreement, dated March 1, 2005 (“the Agreement”).

B. The parties desire to amend the Agreement pursuant to the terms and conditions set forth below.

NOW, THEREFORE, CITY and DISTRICT hereby agree as follows:

Section 1. *Amendment to Subsection 1.A of the Agreement, 5 Year Extension of Term.* Subsection I.A. of the Agreement is amended to read as follows:

“A. The term of this agreement shall be until midnight June 30, 2020. The Agreement may be extended at any time by mutual agreement as provided in Section XVII. Unless the Agreement is terminated at an earlier date pursuant to Section XV, the parties will initiate negotiations to extend the contract on or before January 1, 2018.”

Section 2. *Amendment to Subsection VI.J of the Agreement, Increase in Size of Reserve Account.* Subsection VI.J is amended to read as follows:

“J. As soon as practical, the District shall build up and maintain a capital reserves account to satisfy equipment replacement costs in consideration of the amount recommended by the El Cerrito Fire Chief. The District shall also establish to the extent practicable a reserve account to provide sufficient financial resources to pay for the fire protection services provided for herein for a period of twelve months.”

Section 3. *Renumbering of Section XVII.* Section XVII is hereby renumbered XVIII.

Section 4. *Addition of New Section XVII, Provision of Services to City by District.* Subsection XVII is hereby added to read as follows:

**“XVII. SERVICES TO BE PROVIDED TO CITY BY DISTRICT PURSUANT TO THIS AGREEMENT**

A. At the request of CITY, DISTRICT shall, no sooner than November 1, 2009, assign its District Administrator, Brenda Navellier, to serve as the Fire Department Administrative Assistant to the El Cerrito Fire Chief on a part-time basis, which position requires performing the functions described in the attached Fire Department Administrative Assistant Job Description. The parties agree that in the event of such a request by the City the assigned employee shall work half-time for the District and half-time for the City. In no event shall the work performed for City by the assigned employee exceed more than nine hundred ninety nine (999) hours per year. Such services will be provided at the Main Fire Station No. 71 at 10900 San Pablo Avenue in El Cerrito, California. Either party may elect to terminate the DISTRICT’s provision of the services contemplated by this Section at any time upon reasonable notice.

B. CITY agrees to pay DISTRICT the full costs of compensation for the assigned employee. Since the parties intend to equally share the assigned employee’s forty-hour per week work schedule, the parties acknowledge and agree that the compensation to DISTRICT by CITY will be based on one-half of the total compensation paid by DISTRICT to the assigned employee. Accordingly, one-twenty fourth (1/24) of the annual compensation costs shall be offset, in advance, from the amount of the monthly annual fee paid by DISTRICT pursuant to Subsection VI.A. Based on a forty-hour work week, the amount of the assigned employee’s estimated annual compensation for the 2009-2010 fiscal year is \$87,600; based on the foregoing, the offset against the annual fee for each remaining full month of the 2009-2010 fiscal year will be \$3,650. At the same time and in the same manner as CITY is required to provide a proposed estimate of the annual fee pursuant to Subsection VI.G, DISTRICT shall provide a proposed estimate of the assigned employee’s annual compensation to CITY. In accordance with the procedures in Subsection VI.G, CITY shall have the right to object to the proposed estimate, and the parties shall resolve disputes over the proposed annual compensation in the same manner as specified for the proposed annual fee in Subsection VI.G. At the conclusion of the fiscal year and once actual cost information is known, DISTRICT shall prepare a reconciliation statement reflecting the actual annual compensation of the assigned employee for the fiscal year just completed. Any adjustments shall be treated as a credit in the same manner that adjustments to the annual fee are treated pursuant to Subsection VI.I.

C. In the event that the services provided by DISTRICT pursuant to this section commence or are terminated on a date other than the beginning of a particular month, CITY’s share of the annual compensation for that particular month shall be determined by dividing one-half of the estimated annual compensation by two; dividing the result by 365; and multiplying the result by the number of days in the month during which services were provided.

**Resolution on 2009-66**  
**Exhibit A**

D. It is understood that the relationship of DISTRICT to CITY is that of an independent contractor and all persons working for or under the direction of DISTRICT are its agents or employees and not agents or employees of CITY. CITY and DISTRICT shall, at all times, treat all persons working for or under the direction of DISTRICT as agents and employees of DISTRICT, and not as agents or employees of the CITY. Notwithstanding the foregoing, given the nature of the position to which the assigned employee will be assigned, the El Cerrito Fire Chief shall supervise and direct the day-to-day work performed by the assigned employee, and CITY, through its Fire Chief, and DISTRICT shall mutually agree upon a schedule for the assigned employee's hours and days for the performance of services to CITY and determine the location that those services will be provided. The DISTRICT's Board of Directors will consult with CITY on an as-needed basis to assure that the services are being provided in a professional manner and meet the objectives of CITY. In the event that CITY is dissatisfied with the services of DISTRICT or the assigned employee, CITY's sole recourse shall be the termination of services pursuant to Subsection A of this Section. CITY shall not have any right to discharge any employee of DISTRICT from employment.

E. DISTRICT shall, at its sole expense, provide for its employees providing services to CITY pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including estimated taxes, FICA and other employment taxes; and provide CITY with proof of payment of taxes on demand. Notwithstanding the foregoing, as DISTRICT does not contract with the California Public Employees' Retirement System for the provision of retirement benefits, and CITY does, CITY shall be responsible for any contributions to the California Public Employee Retirement System and associated liability that may arise as a result of the assigned employee's provision of services to CITY. Notwithstanding the half-time assignment to City noted in Subsection A of this Section, CITY acknowledges that the assigned employee has a right to vacation leave, sick leave, floating holidays, and holidays under the terms of her employment with DISTRICT and that employee's use of leave or time off is solely within the control of the DISTRICT, provided that reasonable notice of such leave or time off shall be provided to CITY by DISTRICT.

F. CITY shall not require the assigned employee to work more than twenty (20) hours per week. If assigned employee works more than 40 hours per week (including both her work for CITY and DISTRICT), she will be eligible for overtime compensation. DISTRICT shall be solely responsible for any payment of overtime compensation earned by employee. Any overtime compensation received by employee from DISTRICT shall not be included in the calculation of the assigned employee's annual compensation pursuant to Subsection B of this Section.

**Resolution on 2009-66**  
**Exhibit A**

G. Because of the nature of the position to which the assigned employee will be assigned, CITY shall indemnify, defend and hold harmless DISTRICT and its officers, directors, employees and agents from any and all claims and lawsuits arising out of the assigned employee's performance of services pursuant to this Section. Whenever CITY owes a duty hereunder to indemnify DISTRICT, its employees or agents, CITY further agrees to pay DISTRICT a reasonable fee for all time spent by any DISTRICT employee, or spent by any person who has performed work pursuant to this agreement, for the purpose of preparing for or testifying in any suit, action, or legal proceeding in connection with the services he has provided under this Agreement.

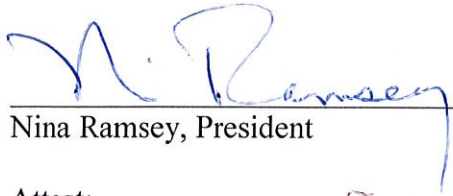
Further, CITY will defend and indemnify DISTRICT, and hold it harmless, from any claim, demand or liability that is related to, or results from an assertion that as a result of providing services to CITY, a DISTRICT employee or a person performing work pursuant to this agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employee Retirement Systems.

H. CITY acknowledges that DISTRICT is party to a certain "Joint Exercise of Powers Agreement for Providing Public Liability and Other Insurance" and that the coverage provided by risk pool created by that agreement is adequate. To the extent that DISTRICT remains a member of the risk pool in good standing, this Agreement contains no additional requirements regarding insurance coverage. In the event that DISTRICT's coverage by, or relationship with, the JPA is terminated or is contemplated to be terminated, DISTRICT shall immediately notify CITY.

Section 5. All other provisions of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

KENSINGTON FIRE PROTECTION  
DISTRICT



Nina Ramsey, President

Attest:



Leslie Michael, Secretary

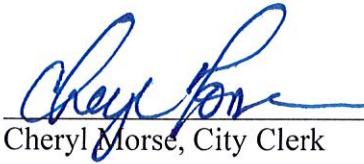
CITY OF EL CERRITO



Sandia Potter, Mayor



Scott Hanin, City Manager



Cheryl Morse, City Clerk

Approved as to form:  
CITY ATTORNEY



Sky Woodruff

**FIRE DEPARTMENT ADMINISTRATIVE ASSISTANT**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

**DEFINITION**

To perform a variety of responsible and complex clerical, secretarial and administrative duties for the Fire Chief, Battalion Chiefs and personnel of the Fire Department.

**DISTINGUISHING CHARACTERISTICS**

This is the advanced journey level class in the secretarial/clerical series and is distinguished from other secretarial and clerical classes by the more complex, responsible and sensitive duties assumed related to functioning as the administrative secretary for all of the Fire Department staff and the personal secretary to the Fire Chief. This class can be further distinguished by the amount of independence and discretion in judgment with which the incumbent is expected to operate.

**SUPERVISION RECEIVED AND EXERCISED**

Receives general supervision from the Fire Chief and from Fire Department Battalion Chiefs and Captains pursuant to specific staff assignments.

May exercise indirect supervision over other clerical positions, volunteer clerical personnel, and over firefighters and fire engineers during certain times when they perform staff assignments using department records, files and departmental administrative resources.

**ESSENTIAL FUNCTION STATEMENTS**

*Essential responsibilities and duties may include, but are not limited to, the following:*

**Essential Functions:**

Perform a wide variety of complex, responsible and confidential duties for the Fire Chief.

Screen telephone calls, visitors and mail.

Interpret City policies, rules, regulations and procedures for fire prevention, fire hazard abatement, public education, training and departmental records and reports in response to inquiries and refer as appropriate.

Preparing and processing Fire Department administered permits, forms, and files.

Independently respond to letters and general correspondence of a routine nature.

Transcribe oral dictation from notes and recordings in production of written records.

Make travel arrangements, maintain appointment schedules and calendars, and arrange meetings and conferences.

**Essential Functions: (continued)**

Type a variety of materials including general correspondence and memoranda.

Participate and assist in the administration of the Fire Department; prepare comprehensive reports, compile annual budget requests, and recommend expenditure requests for designated accounts; manage payroll records for Fire Department personnel, prepare and submit payroll reports to the City Finance Division for bi-weekly disbursement.

Purchasing equipment and supplies and maintaining inventories.

Research, compile, and analyze data for special projects and various reports.

Initiate and maintain a variety of files and records.

May serve as Secretary to a board or commission for which the Fire Department has primary staffing responsibility, preparing the agenda, assembling background materials, taking and transcribing minutes of the meeting, and performing related support services.

Recommend organizational or procedural changes affecting clerical activities.

Assist the Police Department in answering telephones and typing confidential memorandums during absences of the Police Secretary.

Assist with activities related to labor relations and contract negotiation.

**QUALIFICATIONS**

**Knowledge of:**

English usage, spelling, grammar, and punctuation.

Modern office practices, procedures, methods and equipment.

Business letter writing.

General City government organization, functions and procedures.

Organization, functions, and procedures of the Fire Department, including basic knowledge of fire prevention, fire hazard abatement and public fire education.

**Ability to:**

Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.

Communicate clearly and concisely both orally and in writing.

Compose general correspondence and letters.

Work cooperatively with other departments, City officials and outside agencies.

Interpret and apply administrative and Fire Departmental policies, laws and regulations.

**Ability to: (continued)**

Operate and use modern office equipment including the Fire Department's computer network and word processing (including Microsoft Excel).

Work independently in the absence of supervision to provide administrative continuity within the Fire Department's three platoon system.

Analyze situations carefully and adopt effective courses of action.

Plan, organize and schedule priorities in the Fire Department office.

Compile and maintain complex and extensive records and prepare routine reports.

Maintain confidential data and information, including Fire Department personnel records.

Understand and carry out oral and written directions.

Establish and maintain effective working relationships with those contacted in the course of work.

Type at a speed necessary for adequate performance of assigned duties.

Maintain physical and mental capacities appropriate to the performance of assigned duties and responsibilities.

**Experience and Training Guidelines**

*Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Experience:**

Two years of increasingly responsible secretarial and clerical experience.

**Training:**

Equivalent to the twelfth grade, including or supplemented by specialized clerical courses.

**Licenses/Certificates/ Other requirements:**

Not applicable.

**PHYSICAL DEMANDS**

Sitting:	Frequently to Constantly	Lifting:	
Standing:	Occasionally	up to 10 lbs:	Occasionally
Walking:	Occasionally	11 to 25 lbs:	Occasionally
Bending:	Occasionally	26 to 50 lbs:	Never
Crouching:	Never	51 to 75 lbs:	Never
Stooping:	Never	76 to 100 lbs:	Never
Kneeling:	Never	100 + lbs:	Never



**PHYSICAL DEMANDS (continued)**

Crawling:	Never	Carrying	
Climbing:	Never	up to 10 lbs:	Occasionally
Balancing:	Never	11 to 25 lbs:	Occasionally
Running:	Never	26 to 50 lbs:	Never
Twisting:	Occasionally	51 to 75 lbs:	Never
Turning:	Occasionally	76 to 100 lbs:	Never
Jumping:	Never	100 + lbs:	Never

Pushing/Pulling:

up to 10 lbs: Occasionally  
11 to 25 lbs: Never  
26 to 50 lbs: Never  
51 to 75 lbs: Never  
76 to 100 lbs: Never  
100 + lbs: Never

Grasping – firm: Occasionally  
Finger dexterity: Frequently to Constantly  
Reaching forward: Occasionally  
Pinch grasp: Occasionally  
Grasp – light: Occasionally to Frequently

Coordination - Eye-hand: Frequently  
Eye-hand-foot: Occasionally  
Driving: Never

Talking - Face-to-face: Occasionally  
Verbal contact: Occasionally  
Public: Occasionally

Vision - Acuity far: Required  
Acuity, near: Required  
Depth perception: Not Required  
Field of vision: Not Required  
Accommodation: Not Required  
Color vision: Not Required

Hearing - Conversation: Occasionally  
Telephone: Occasionally to Frequently  
Earplugs: Never

**MENTAL REQUIREMENTS**

Abstract variables, Interpret instructions, Problems-standard, Detailed-uninvolved instructions, One or two-step instructions, Reading-simple, Reading-complex, Writing-simple, Writing-complex, Math skills-simple, Math skills-complex, Clerical, Synthesizing, Coordinating, Analyzing, Computing, Copying, Comparing, Supervising, Serving, Taking instructions-helping, Setting up, Operating-controlling, Comprehend/follow instructions, Perform simple repetitive tasks, maintain work pace, Relate to other people, Influence other people, Perform varied complex tasks, Generalizations/evaluations, Responsibility for direction.

**WORK ENVIRONMENT**

Indoors, Using computer/computer monitor screen, Works around others, works alone, works with others.

Rev. 12/2002