

RESOLUTION NO. 3973

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE EXECUTION OF A CONTRACT FOR
INTERIM FIRE CHIEF SERVICES**

WHEREAS, there is currently a vacancy in the position of Fire Chief; and

WHEREAS, the City is seeking to fill this position with a regular full-time employee; and

WHEREAS, until the position has been filled, Mr. Richard Foster has expressed a willingness to temporarily serve in the capacity of Interim Fire Chief on a full-time contractual basis.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City Council of the City of Soledad hereby approves the "Standard Contractual Services Agreement-Interim Fire Chief", a copy of which is attached hereto as Exhibit "A", and by reference incorporated herein and authorizes and directs the City Manager to execute the same on behalf of the City.

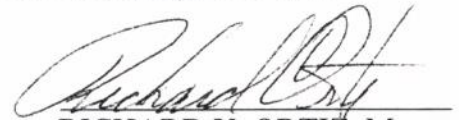
PASSED AND ADOPTED at a special meeting of the City Council of the City of Soledad duly held on the 11th day of April 2007, by the following vote:

AYES, and in favor thereof, Councilmembers: Martha Camacho, Juan Saavedra, Patricia Stephens, Mayor Richard Ortiz


NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: Mayor Pro Tem Christopher Bourke


RICHARD V. ORTIZ, Mayor

ATTEST:


NOELIA F. CHAPA, City Clerk

STANDARD CONTRACTUAL SERVICES AGREEMENT
INTERIM FIRE CHIEF

THIS AGREEMENT is made in the City of Soledad, California, as of April 11, 2007, by and between CITY OF SOLEDAD, a municipal corporation ("City"), and Richard Foster, ("Contractor"), who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the services of Interim Fire Chief as described in Exhibit A. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A.

2. PAYMENT. City shall pay Contractor for services rendered pursuant to this Contract at the time and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to Contractor for services rendered pursuant to this Contract.

3. EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

4. CONTRACT ADMINISTRATION. This Contract shall be administered by the City Manager ("Administrator"). All correspondence shall be directed to and through the Administrator or her designee.

5. NOTICES.

Any written notice to Contractor shall be sent to:

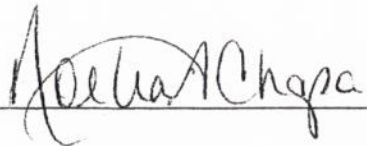
Richard Foster
P.O Box 7505
Spreckels, CA 93962

Any written notice to City shall be sent to:

City Manager
248 Main Street
P.O. Box 156
Soledad, CA 93960

Executed as of the day first above stated:

Attest:



CITY OF SOLEDAD, a municipal
corporation

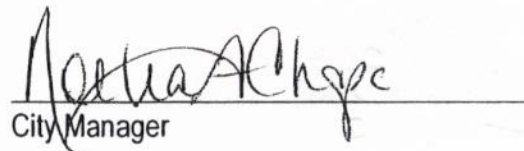

City Manager

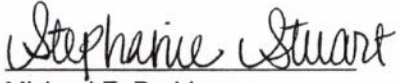
Exhibit "A"

CONTRACTOR:



Richard Foster

Approved as to form:



for Michael F. Rodriguez
City Attorney

EXHIBIT A

CONTRACTUAL SERVICES AGREEMENT INTERIM FIRE CHIEF

A. SCOPE OF SERVICES

Basic Functions and Responsibilities of Interim Fire Chief

This is a contractual position acting under the direction of the City Manager. This position provides technical policy advice to the City Manager and assists in planning, organizing and directing both emergency and non-emergency activities of the Soledad Fire Department. The Interim Fire Chief performs the primary command role function in the administration, services, activities, and operations of the Soledad Fire Department.

Responsibilities include the coordination and supervision of recruitment, screening, selection and training of career firefighters, part time firefighters and volunteers firefighters, deployment of all tactical fire suppression and/or hazardous material related activities and efforts, safety inspection, equipment maintenance, and public education programs of the Department. It is understood between the parties that this is a temporary position, with a planned termination date of no later than November 15, 2007. It is further understood by both parties that City and Contractor continue to negotiate on the terms and conditions of the position of Fire Chief as a regular full time employee, with the goal of appointing Contractor to said position on November 16, 2007.

Essential Duties

- * Monitor and coordinate emergency response to calls for service involving the Fire Department.
- * When available, respond to alarms, deploy equipment and fire department personnel including volunteer firefighters as required.
- * Plans, organizes, administers coordinates and evaluates (either directly or through subordinate supervisory staff) the work of the department in accordance with applicable laws, codes and regulations and adopted goals and objectives.
- * Directs and coordinates the development and implementation of goals, objectives and programs for the department; develops operating policies, procedures and work standards to ensure that the goals and objectives are met; develops and administers the department's budget.
- * Selects, trains, motivates, supervises, reviews and evaluates the work of staff; trains staff and provides for their professional development; recommends and administers discipline as required.
- * Prepares and processes additions to and changes in the City's Fire policies as approved by the City Council; maintains a current Fire Department Policy and Operations Manual.
- * Plans, coordinates, and implements training programs for the department staff covering all aspects of fire service operations, including, but not limited to: fire ground operations, hazardous material incidents, emergency medical aid, rescues, and multi-hazard incidents.
- * Monitors, and coordinates response to emergency calls for service involving Fire Department resources.
- * Develops a cost recovery schedule, including fee per response, fee per vehicle, fee per personnel, and billing format.
- * Ensures compliance with all City, State and Federal ordinances, guidelines, regulations and laws.

- * Serve as Incident Commander as assigned in emergency situations.
- * Continue to serve as Staff Liaison to the Soledad-Mission Rural Fire Protection District.
- * Attend weekly staff meetings to coordinate with other City departments.
- * Provide for the training and professional development of career and volunteer staff.
- * Develop and implement goals, objectives, policies, procedures, work standards and internal controls for the department.
- * Interpret and apply complex State and Federal regulations.
- * Develop, revise, install and maintain manual and computerized planning systems and procedures.
- * Prepare clear and concise reports, correspondence, policies, procedures and other written materials.
- * Use tact, initiative, prudence and independent judgment within general policy and legal guidelines.
- * Make effective public presentations.
- * Establish and maintain effective working relationships with those contacted in the course of the work.

City shall be responsible for providing Contractor with a radio, pager, uniform and response gear, use of a command vehicle, office space, administrative clerical support and appropriate office equipment and supplies necessary to carry out the services referenced herein during the term of this Contract.

B. MANNER OF PERFORMANCE OF SERVICES

Contractor shall perform said services based on a minimum target of forty (40) hours per week. By the terms of this Contract, no regular work schedule is established or imposed on Contractor.

C. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of the City. City shall have the right to control Contractor insofar as the scope of services rendered pursuant to this Agreement, however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.

D. CONTRACTOR NO AGENT

Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

E. INDEMNIFICATION AND HOLD HARMLESS

City shall defend, save harmless, and indemnify Contractor against any claim or demand or other legal action arising out of Contractor's performance as Interim Fire Chief in the same manner as other employees who are indemnified and/or held harmless. Notwithstanding, such indemnification and a hold harmless shall not extend to willful misconduct on the part of Contractor, or conduct falling outside the scope of duties and responsibilities set forth in Section A above.

F. ASSIGNMENT PROHIBITED

No party to this Contract may assign any right or obligation pursuant to this Contract. Any attempted or purported assignment of any right or obligation pursuant to this Contract shall be void and of no effect.

G. STANDARD OF PERFORMANCE

Contractor shall perform all service required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices his profession. All instruments of service whatsoever nature which Contractor delivers to City pursuant to this Contract shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in Contractor's profession.

H. COOPERATION IN THE EVENT OF LEGAL CHALLENGE

In the event of any legal challenge instituted by a third party or governmental entity or official, challenging the validity of any provision of this Agreement, the parties agree to affirmatively cooperate in defending said action, each party bearing its own attorneys' fees and costs.

I. SEVERABILITY

If any terms, provisions, conditions or covenants of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent permitted by law.

EXHIBIT B

PAYMENT SCHEDULE

[MAY BE MODIFIED IF NECESSARY]

CITY shall pay Contractor a monthly rate of nine thousand, seven hundred fifty-four DOLLARS (\$9,754), not to exceed sixty-eight thousand, two hundred seventy-eight DOLLARS (\$68,278). The CITY will pay the monthly rate in two (2) equal payments, and paid on the 1st and 3rd Thursday of each month.

The total sum stated above is the total that CITY will pay for the services to be rendered by Contractor pursuant to this Agreement. CITY shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement.

CITY shall make no payment for any extra, further or additional service pursuant to this Agreement unless such extra service and the price therefor is agreed to in writing executed by the City Manager or other designated official of CITY authorized to obligate CITY thereto prior to the time such extra service is rendered.

The services to be provided under this Agreement may be terminated without cause at any point in time in the sole and exclusive discretion of CITY. In this event, CITY shall compensate the Contractor for all outstanding costs incurred for work satisfactorily completed as of the date of written notice thereof. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to date.