

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: MICHAEL E. HUBERT, FIRE CHIEF *MEH*
SUBJECT: AMENDMENT TO JOINT FIRE MANAGEMENT, ADMINISTRATIVE, AND TRAINING SERVICES AND EQUIPMENT SHARING AGREEMENT

BACKGROUND

Under the current Joint Fire Management, Administrative, and Training Services and Equipment Sharing Agreement the City of Grover Beach and Oceano Community Services District (OCSD) contracts for administration and training services with the City of Arroyo Grande. However, there is a differentiation in the levels of service provided. Full supervision and management services are provided to the City of Grover Beach. Under the existing arrangement with OCSD, the Fire Chief provides broad policy guidance, fire management expertise and leadership to Oceano fire personnel without the ability to provide direct supervision.

DISCUSSION

OCSD has requested the Joint Fire Management, Administrative, and Training Services and Equipment Sharing Agreement be expanded to provide full administration and supervision services in the interim period until the Joint Powers Authority (JPA) is formed. This will help create a more effective organizational structure by enabling the Fire Chief and Battalion Chief to both supervise, as well as direct the activities of all fire personnel. The General Manager of OCSD will remain responsible for interfacing with the Board of Directors on fire related issues.


The current Agreement allocates the cost of the Fire Chief and Battalion Chief as follows:

Arroyo Grande	57%
Grover Beach	28%
OCSD	15%

Under this formula, the current cost breakdown for FY 2009-10 is as follows:

Arroyo Grande	\$199,633
Grover Beach	\$98,065
OCSD	<u>\$52,535</u>
Total:	\$350,233

APPROVED FOR FORWARDING



ROBERT PERRAULT
CITY MANAGER

Please Review for the Possibility of a Potential Conflict of Interest:

- | | |
|--|-----------------------------------|
| <input checked="" type="checkbox"/> None Identified by Staff | <input type="checkbox"/> Bright |
| <input type="checkbox"/> Shoals | <input type="checkbox"/> Mires |
| <input type="checkbox"/> Nicolls | <input type="checkbox"/> Peterson |

Meeting Date: July 6, 2009

Agenda Item No. 6.

As an interim measure, staff proposes to expand the scope of services to OCSD and adjust the allocation amounts as follows:

Arroyo Grande	54%
Grover Beach	27%
OCSD	19%

This would result in the following FY 2009-10 costs:

Arroyo Grande	\$189,750
Grover Beach	\$93,983
OCSD	<u>\$66,500</u>
Total:	\$350,233

These percentages were developed through an arbitrary process of negotiating cost amounts that would be feasible for each organization during the upcoming year. Therefore, it is important to emphasize that the costs proposed are based on the understanding and assumption that they will be utilized to expand the services to OCSD on an interim basis while the JPA is formed and full consolidation is implemented. They reflect a significant variation from the allocation formula that has been agreed upon for future expenditures under the proposed JPA.

It is also important to emphasize that under the proposal, the General Manager will continue to address most fire related issues with the OCSD Board of Directors. A concern was identified that if the Fire Chief is requested to directly respond to the Board of Directors on a regular basis, the time commitment required when added to existing duties under the Agreement will exceed the position's ability to assume additional responsibilities.

ALTERNATIVES

The City Council has the following alternatives to consider:

- Approve the Amendment to the Joint Fire Management, Administrative, and Training Services and Equipment Sharing Agreement between the City of Grover Beach, City of Arroyo Grande and Oceano Community Services District to provide full administration and supervision services for Oceano fire personnel;
- Do not approve the recommendation; or
- Provide direction to staff.

RECOMMENDED ACTION

It is recommended that the City Council approve the amended Joint Fire Management, Administrative, and Training Services and Equipment Sharing Agreement between the City of Grover Beach, City of Arroyo Grande and Oceano Community Services District to provide full administration and supervision services to Oceano fire personnel.

FISCAL IMPACT

The fiscal impact would be a decrease in costs for the City of Grover Beach in the amount of \$4,082.

PUBLIC NOTIFICATION

The agenda was posted in accordance with the Brown Act.

Attachments

1. Joint Fire Management, Administrative, and Training Services and Equipment Sharing Agreement

**AGREEMENT FOR JOINT FIRE MANAGEMENT, ADMINISTRATIVE,
AND TRAINING SERVICES AND EQUIPMENT SHARING**

This Agreement for Joint Fire Management, Administrative, and Training Services and Equipment Sharing ("Agreement") is entered into this ____ day of _____, 2009, by and between the City of Grover Beach, a municipal corporation ("Grover Beach"), the City of Arroyo Grande, a municipal corporation ("Arroyo Grande"), and Oceano Community Services District, a California special district ("OCSD") collectively or individually referred to as "Parties" or "Party".

RECITALS

WHEREAS, Arroyo Grande provides fire protection and emergency medical services (EMS) as provided for in California Government Code § 38600 et seq. within the jurisdictional boundaries of the City of Arroyo Grande, California; and

WHEREAS, Grover Beach provides fire protection and EMS as provided for in California Government Code § 38600 et seq. within the jurisdictional boundaries of the City of Grover Beach, California; and

WHEREAS, OCSD provides fire protection and EMS as provided for in California Government Code § 61100 et seq. within the jurisdictional boundaries of Oceano, California; and

WHEREAS, due to the proximity of Arroyo Grande, Grover Beach, and Oceano, mutual cost savings and enhanced services are available to each of the agencies by sharing certain specified fire protection and EMS services; and

WHEREAS, on July 1, 2004, Arroyo Grande and Grover Beach entered into an agreement to provide joint administration of fire services; and

WHEREAS, on May 1, 2007, Arroyo Grande, Grover Beach and OCSD entered into an agreement to share certain fire equipment; and

WHEREAS, on July 1, 2007, Arroyo Grande and Grover Beach entered into a revised agreement to provide joint fire management, administration and training services; and

WHEREAS, Arroyo Grande, Grover Beach and OCSD entered into a Joint Fire Management, Administrative, and Training Services and Equipment Sharing Agreement on July 1, 2008; and

WHEREAS, by this Agreement the Parties desire to set forth the terms and conditions of the jointly funded Fire Chief and Battalion Chief positions and the sharing of certain fire suppression and safety equipment;

NOW, THEREFORE, in consideration of the mutual covenants herein made, the Parties agree as follows:

1. Purpose. This Agreement shall constitute an engagement of Arroyo Grande by Grover Beach and OCSD in providing the management and training services of a Fire Chief and Battalion Chief to Grover Beach and OCSD for the operation and training of their Fire Departments, as described herein.

2. Management Services for Grover Beach and OCSD. Arroyo Grande shall furnish the management services of a Fire Chief to Grover Beach and OCSD in order to operate their Fire Departments. Said management services shall include the following:
 - a. Under the direction and supervision of the City Manager of Grover Beach and General Manager of OCSD, provide broad policy guidance, fire management expertise and leadership to Grover Beach and OCSD fire personnel.
 - b. Confer with Grover Beach Fire Department and OCSD personnel when required to ascertain the needs and evaluate the efficiency of the services provided by the Grover Beach and OCSD Fire Departments to their citizens.

- c. Respond to citizen complaints regarding personnel or services, requests for services, and inquires.
- d. Provide support to major incidents.
- e. Promote a harmonious working relationship between fire prevention and suppression personnel of each respective agency while striving to uphold each Fire Department's Mission Statements.
- f. Coordinate assignment of fire apparatus under the equipment sharing terms set forth in this Agreement.
- g. Supervise and provide direction when needed for fire prevention and suppression activities and EMS of Grover Beach and OCSD.
- h. Supervise adherence to Grover Beach's and OCSD's policies and procedures (i.e., personnel rules, administrative policies, purchasing and budget policies, budget administration, department emergency operation policies, memorandum of understanding, vacation and sick leave policies, etc.).
- i. Attend and represent the Grover Beach and OCSD Fire Departments and implement Grover Beach's and OCSD's policies and directives at various local and regional meetings [i.e., City Council and Board of Directors (when required), City Manager staff meetings, schools, and County Fire Chiefs, etc.].
- j. Supervise personnel of the Grover Beach and OCSD Fire Department.
- k. Supervise the purchasing of materials and equipment within the budgetary constraints of Grover Beach and OCSD.
- l. Provide overhead supervision for safety, command and control functions on an as needed basis as outlined in the Five Cities Automatic Aid Operational Response Plan.

4. Administrative and Training Services for Grover Beach and OCSD. Arroyo Grande shall furnish the administrative and training services of a Battalion Chief to Grover Beach and OCSD in order to train, and assist in the management and administration of Grover Beach's and OCSD's Fire Department. Said administrative and training services shall include the following:

- a. Under direction of the Fire Chief, coordinate the training program for the members of the Grover Beach and OCSD Fire Departments.
- b. Prepare and oversee said training program.
- c. Monitor required annual training attendance records.
- d. Ensure annual state and federal training mandates are met.
- e. Serve as the Fire Chief in his or her absence.
- f. Ensure that all firefighters in all three departments are instructed in the same firefighter techniques.
- g. Provide training guidance and management to Grover Beach and OCSD fire personnel.
- h. Establish training standards and develop curriculum and lesson plans.
- i. Develop a master training schedule including multi-company drills on a regular basis.
- j. Training shall include the development of a training academy for new hires.
- k. Evaluate training effectiveness and periodically review training records for completeness.
- l. Represent Grover Beach and OCSD at County training activities.
- m. Develop and maintain the Grover Beach's and OCSD's emergency plans and coordinate training for Grover Beach and OCSD staff.
- n. Provide direct supervision and administrative support for members of the Grover Beach and OCSD Fire Departments.
- o. Maintain office hours at the Grover Beach and OCSD Fire stations. This shall initially include a minimum of 50% of the position's staff time at the Grover Beach Fire Station, but may be adjusted as recommended by the Fire Chief and agreed by mutual consent of the City Managers and General Manager.
- p. Provide overhead supervision for safety, command and control functions on an as needed basis as outlined in the Five Cities Automatic Aid Operational Response Plan.

6. Employees.

- a. All personnel hired by Grover Beach for its Fire Department shall be employees of Grover Beach, and shall at all times be subject to the direction, supervision, and control of Grover Beach directly or by the Fire Chief acting on behalf of Grover Beach pursuant to this Agreement. Grover Beach shall have the sole responsibility of paying the salaries, payroll taxes, including, but not limited to, Federal Social Security taxes, Federal and California Employment taxes, and all other employee-related expenses, including but not limited to Workers' Compensation Insurance and Retirement Benefits for the employees of Grover Beach.
- b. All personnel hired by OCSD for its Fire Department shall be employees of OCSD, and shall at all times be subject to the direction, supervision, and control of OCSD directly or by the Fire Chief acting on behalf of OCSD pursuant to this Agreement. OCSD shall have the sole responsibility of paying the salaries, payroll taxes, including, but not limited to, Federal Social Security taxes, Federal and California Employment taxes, and all other employee-related expenses, including but not limited to Workers' Compensation Insurance and Retirement Benefits for the employees of OCSD.
- c. All personnel hired by Arroyo Grande for its Fire Department shall be employees of Arroyo Grande, and shall at all times be subject to the direction, supervision, and control of Arroyo Grande. Arroyo Grande shall have the sole responsibility of paying the salaries, taxes, including, but not limited to, Federal Social Security taxes, Federal and California Employment taxes and all other employee-related expenses, including, but not limited to, Workers' Compensation Insurance and Retirement Benefits regarding the employees of Arroyo Grande utilized by Arroyo Grande to provide the services under this Agreement.

7. Costs

- a. The total actual cost of salary and benefits for the Fire Chief and Battalion Chief positions shall be paid by each of the three jurisdictions as follows:

Arroyo Grande	54%
Grover Beach	27%
OCSD	19%

- b. Arroyo Grande shall invoice the Grover Beach and OCSD on a semi-annual basis for said payments of salary and benefit costs, which shall be due and payable within thirty (30) days of the date of the invoice.

8. Equipment

- a. Arroyo Grande shall provide, at its sole expense, an assigned emergency vehicle for use by the Fire Chief.
- b. Grover Beach shall provide, at its sole expense, an assigned emergency vehicle for use by the Battalion Chief.
- c. Title to the Grover Beach 1996 backup fire engine, vehicle identification number E-1208922 (the "GB/AG Back-up Fire Engine") shall be modified to reflect joint ownership by Grover Beach and Arroyo Grande.
- d. Grover Beach and Arroyo Grande shall share equally all maintenance costs of the GB/AG Back-up Fire Engine, including in-house maintenance and the costs for any contract maintenance for the GB/AG Back-up Fire Engine.
- e. The Office of Emergency Services ("OES") fire engine (the "OES Fire Engine") provided to Arroyo Grande will be used as an ongoing secondary back-up fire engine for Grover Beach and Arroyo Grande.
- f. If the OES Fire Engine is unavailable and the GB/AG Backup Fire Engine is out of service, the OCSD backup fire engine will be promptly transferred to the Grover Beach or Arroyo Grande fire station, as determined by the Fire Chief.
- g. If the OCSD primary and backup fire engines are both unavailable, the GB/AG Backup Fire Engine will be transferred to the OCSD fire station.
- h. Each Party will insure each engine that could be used by that Party under their current existing policies and will add the other Parties as additional insureds, if not already so listed. Joint training will be provided to ensure that all personnel are knowledgeable in operation of all apparatus prior to any potential use of equipment from another agency. The training officer responsible for the training

program in both departments will be responsible to make certain that all appropriate new personnel are adequately trained on the apparatus. Additionally, the Battalion Chief will be responsible for providing an annual report to the Fire Oversight Committee on the annual training associated with the apparatus.

9. Compliance with Applicable Statutes, Ordinances and Regulations. In performing the services of a Fire Chief and a Battalion Chief required under this Agreement, employees of Arroyo Grande shall comply with all applicable Federal, State, and County statutes, ordinances, and regulations.

10. Insurance.

a. Arroyo Grande shall furnish and keep in full force and effect during the term of this Agreement the following insurance:

- 1) Workers' Compensation Insurance or self-insurance covering workers' compensation claims of all Arroyo Grande employees providing services on behalf of Grover Beach and OCSD pursuant to this Agreement.
- 2) Liability Insurance or self-insurance to include general liability and automotive liability for any and all property claims or suits for damages arising out of Arroyo Grande's performance under this Agreement by Arroyo Grande's elected and appointed officials, officers, agents, representatives, subcontractors, volunteers or employees. The policy shall provide coverage for bodily injury and property damage in an amount not less than one million dollars (\$1,000,000.00) combined single limit per occurrence and shall name "The City of Grover Beach" and "The Oceano Community Services District" as an additional insured. No cancellation or change of coverage shall be effective until thirty (30) days' written notice has been given to Grover Beach and OCSD and an endorsement verifying such coverage shall be provided to Grover

Beach and OCSD upon execution of this Agreement by both Parties.

- 3) Automobile Coverage with limits of not less than \$1,000,000 per occurrence.
- b. Grover Beach shall furnish and keep in full force and effect during the term of this Agreement the following insurance:
- 1) Workers' Compensation Insurance or self-insurance covering workers' compensation claims of all Grover Beach employees providing services to Arroyo Grande and OCSD pursuant to this Agreement.
 - 2) Liability Insurance or self-insurance to include general liability and automotive liability for any and all property claims or suits for damages arising out of Grover Beach's performance under this Agreement by Grover Beach's elected and appointed officials, officers, agents, representatives, subcontractors, volunteers or employees. The policy shall provide coverage for bodily injury and property damage in an amount not less than one million dollars (\$1,000,000.00) combined single limit per occurrence and shall name "The City of Arroyo Grande" and "Oceano Community Services District" as an additional insured. No cancellation or change of coverage shall be effective until thirty (30) days' written notice has been given to Arroyo Grande and OCSD and an endorsement verifying such coverage shall be provided to Arroyo Grande and OCSD upon execution of this Agreement by both Parties.
 - 3) Automobile Coverage with limits of not less than \$1,000,000 per occurrence.
- c. OCSD shall furnish and keep in full force and effect during the term of this Agreement the following insurance:
- 1) Workers' Compensation Insurance or self-insurance covering workers' compensation claims of all OCSD employees providing

services on behalf of Arroyo Grande and Grover Beach pursuant to this Agreement.

- 2) Liability Insurance or self-insurance to include general liability and automotive liability for any and all property claims or suits for damages arising out of OCSD's performance under this Agreement by OCSD's elected and appointed officials, officers, agents, representatives, subcontractors, volunteers or employees. The policy shall provide coverage for bodily injury and property damage in an amount not less than one million dollars (\$1,000,000.00) combined single limit per occurrence and shall name "The City of Arroyo Grande" and "The City of Grover Beach" as an additional insured. No cancellation or change of coverage shall be effective until thirty (30) days' written notice has been given to Arroyo Grande and Grover Beach and an endorsement verifying such coverage shall be provided to Arroyo Grande and Grover Beach upon execution of this Agreement by both Parties.
- 3) Automobile Coverage with limits of not less than \$1,000,000 per occurrence.

11. Benefit, Expectations, and Performance Based Measurements. The benefits of this Agreement, including outlined work outputs, cost-avoidance issues, and related service enhancements shall be monitored bi-monthly by the Fire Oversight Committee. The Committee will consist of agreed upon representatives from each Party. Specific benefits of this Agreement include, but are not limited to:

- a. A reciprocal arrangement to assist the other Party;
- b. The opportunity to take advantage of each Party's qualified personnel;
- c. The opportunity to take advantage of each Party's response areas and leading to the reduction of response times;
- d. The possibility of achieving economies of scale;
- e. The possibility of eliminating duplicate services and the opportunity to share existing programs;

- f. An opportunity to better serve each community without constraints of boundary limits;
- g. The opportunity to reflect well on community policy makers and gain community support;
- h. The improvement of citizen's demands or expectations for services, utilizing the closest resources;
- i. The possibility of cost avoidance in acquisition of new personnel and equipment;
- j. The assurance of continued local control;
- k. The assurance of each agency's ability to maintain its local identity;
- l. The potential pathway for future cost saving programs such as: dispatching services, vehicle maintenance, and the like;
- m. The sharing of specialized equipment and personnel for specialized services; and
- n. The immediate access to neighboring resources for planned or un-planned incidents.

12. Future Planning. Each of the Parties agrees to work towards the identification and development of a common organizational structure capable of providing services to each of the member jurisdictions covered by this Agreement and that such common organization will be equitably funded and administered.

13. Term of this Agreement. The term of this Agreement shall commence on July 1, 2009 and shall be for a period of one (1) year, subject to earlier termination as set forth below. This Agreement shall automatically renew on an annual basis after the one (1) year period. Either Party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice.

14. Non-assignability. This Agreement shall not be assigned by any Party without first obtaining the express written consent of the other Parties.

15. Notices. Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

- a. Grover Beach
Robert Perrault
City Manager
154 S. 8th Street
Grover Beach, CA 93433

- b. Arroyo Grande
Steven Adams
City Manager
214 E. Branch Street
Arroyo Grande, CA 93420

- c. OCSD
Kevin D. Walsh
Interim General Manager
P.O. Box 599
Oceano, CA 93445

16. Mutual Indemnification.

- a. Arroyo Grande agrees to and shall indemnify, defend and hold Grover Beach and OCSD and their elected and appointed officials, officers, agents, representatives, subcontractors, volunteers or employees harmless from and against all reasonable expenses including without limitation reasonable attorney's fees and disbursements, losses or any liability arising out of or alleged to have arisen out

of the negligent operations of the Arroyo Grande Fire Department during the term of this Agreement. This indemnity provision shall survive the expiration or termination of the Agreement.

- b. Grover Beach agrees to and shall indemnify, defend and hold Arroyo Grande and OCSD and their elected and appointed officials, officers, agents, representatives, subcontractors, volunteers or employees harmless from and against all reasonable expenses including without limitation reasonable attorney's fees and disbursements, losses or any liability arising out of or alleged to have arisen out of the negligent operations of the Grover Beach Fire Department during the term of this Agreement. This indemnity provision shall survive the expiration or termination of the Agreement.
- c. OCSD agrees to and shall indemnify, defend and hold Arroyo Grande and Grover Beach and their elected and appointed officials, officers, agents, representatives, subcontractors, volunteers or employees harmless from and against all reasonable expenses including without limitation reasonable attorney's fees and disbursements, losses or any liability arising out of or alleged to have arisen out of the operations of the OCSD Fire Department during the term of this Agreement. This indemnity provision shall survive the expiration or termination of the Agreement.

17. Entire Agreement. Grover Beach, Arroyo Grande and OCSD agree that this Agreement constitutes the sole and only Agreement between them representing the fire protection and EMS management, administrative and training services and equipment and correctly sets forth their obligations and duties with respect to each other.

18. Amendment. Any amendments to this Agreement must be in writing and subject to the consent of all parties.

19. No Interpretation Against Drafting. This Agreement has been negotiated at arm's length between the Parties hereto. Accordingly, any rule or law (including California Civil Code § 1635 et seq.) or legal decisions that would require interpretation, or any

ambiguities in the Agreement against the Party that has drafted the applicable provision, is not applicable and is waived. The provisions of the Agreement shall be interpreted in a reasonable manner to effect the purpose and intent of the Parties.

20. Execute in Counterparts. The Parties hereto agree that there shall be three originals of this Agreement which shall be identical in all respects. The Parties may execute this Agreement in three or more counterparts, which shall, in the aggregate, be deemed an original, but all of which, together, shall constitute one and the same instrument.

21. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

22. Prior Agreements. This Agreement shall replace and supercede prior agreements entered into by and between Arroyo Grande, Grover Beach and OCSD on March 1, 2008, May 1, 2007 and July 1, 2008 and entered into by and between Arroyo Grande and Grover Beach on July 1, 2007.

Executed at Arroyo Grande, California, on the date and year first appearing above.

CITY OF ARROYO GRANDE

CITY OF GROVER BEACH

Tony M. Ferrara, Mayor

John P. Shoals, Mayor

Attest:

Attest:

Kelly Wetmore, City Clerk

Donna L. McMahon, City Clerk

Approved As To Form:

Approved As to Form:

Timothy J. Carmel, City Attorney

Martin D. Koczanowicz, City Attorney

OCEANO COMMUNITY SERVICES DISTRICT

Barbara J. Mann, President

Attest:

Kevin D. Walsh, Interim Board Secretary

Approved As to Form:

Alex Simas, District Legal Counsel