

**TOWN OF SAN ANSELMO  
STAFF REPORT**

For the meeting of February 12, 2008

TO: Town Council

FROM: Roger Meagor, Fire Chief

SUBJECT: Ross Valley Fire Service JPA Agreement – Agreement Review /  
Expansion to Include Sleepy Hollow as a Full Member

**RECOMMENDATION:**

For the Council to receive the report outlining the proposal to expand the Ross Valley Fire Service JPA to include Sleepy Hollow as a full member, and for the Council to authorize the Ross Valley Fire Service Board of Directors to present this offer to Sleepy Hollow on the Town's behalf.

**BACKGROUND:**

For the past several months, the Ross Valley Fire Board and Fire Department staff have been in discussion regarding a review of the current JPA and the desire to explore Sleepy Hollow becoming a full member. The Fire Board directed staff to review the agreement and provide direction about what issues would need to be addressed. A report was presented at the October Fire Board meeting. The issues were then brought to both town councils for review and discussion. An ad hoc committee of Member Tremaine and Member Breen met and brought back to the Fire Board options for funding as well as for the governance of a JPA that includes Sleepy Hollow. The ad hoc committee was directed to work with staff to bring back a formal proposal for Board consideration. On January 29<sup>th</sup>, at a special meeting of the Ross Valley Fire Board, the Board approved the proposal. As part of the approval, the Board members were directed to take the proposal to their respective town councils for discussion and approval.

**DISCUSSION:**

For your consideration is a proposal to expand the Ross Valley Fire Service JPA to include Sleepy Hollow as a full member. This proposal is the result of several months of work by the Fire Board, Fire Department staff, and Town staff. The staff report outlines the elements of the JPA that need to be addressed and a proposal for each element. Included, as an attachment, is a chart that shows the statistical information related to the delivery of fire services as well as the impacts of the proposal.

**Goal:** To conduct a review of the current JPA agreement and to develop a new JPA agreement that includes Sleepy Hollow Fire Protection District as a full member.

**Issues:**

**Cost sharing for each participating agency (Section 7a):**

**Current:** San Anselmo 69.6% and Fairfax 30.4%; Sleepy Hollow pays San Anselmo 23% of San Anselmo's labor cost.

The current JPA agreement calls for a periodic review of the cost sharing. Adjustments can be made based on changes in relative population size, number of structures, assessed valuation, service calls, or other relevant factors.

**Proposal:** To change the cost sharing by agency as follows: San Anselmo 52.9%, Fairfax 30.4%, and Sleepy Hollow 16.7%.

**Capital Assets ownership and future purchases (Section 9):**

**Current:** All capital assets are purchased and owned by the JPA, with the exception of the fire stations.

The original agreement (Section 6e and 9c) did not include the cost of replacement or reconstruction of the fire stations, apparatus and vehicles, or communication equipment. In May of 1983 the agreement was amended to include the replacement or reconstruction of apparatus and vehicles to be shared by each party based on the cost sharing formula. As such, all new apparatus and vehicles would be owned by the Authority.

The current agreement calls for each Town to purchase communication equipment; however, all communication equipment currently inventoried was purchased, and is owned, by the JPA.

**Proposal:** All capital assets are to be purchased and owned by the JPA, with the exception of the fire stations.

Capital assets currently owned by the JPA will remain the joint property of the Town of Fairfax and the Town of San Anselmo. These capital assets and their current value will be included as an exhibit attached to the new JPA agreement. Responsibility for replacement or reconstruction of these and all capital assets owned by the JPA will be the responsibility of the newly created JPA with the cost to be shared by each party based on the cost sharing formula.

The ad hoc committee and staff did consider asking Sleepy Hollow for a "buy in" for the current capital assets owned by the JPA. It was felt by the committee and staff; when looking at the JPA proposal in total as well as in consideration of past contributions by Sleepy Hollow for capital asset, breathing apparatus, thermal imager, etc; that it is reasonable not to

require a "buy in". Sleepy Hollow, as a full member of the JPA, will participate in the purchase of all future capital asset.

### **Governing Body configuration (Section 2)**

**Current:** There are four voting members, two appointed by San Anselmo Town Council, and two appointed by the Fairfax Town Council. There is one non-voting member appointed by the Board of Commissioners of the Sleepy Hollow Fire Protection District. All actions require only a majority vote of the full Board.

**Proposal:** The Authority shall be governed by a Board of Directors consisting of six voting members, two appointed by and serving at the pleasure of the San Anselmo Town Council, two appointed by and serving at the pleasure of the Fairfax Town Council, and two appointed by and serving at the pleasure of the Sleepy Hollow Fire Protection District.

All actions by the Board will require a majority of the full Board. All actions will also require that the majority include at least one vote from each member agency.

### **Legal Cost:**

**Proposal:** Once a tentative agreement is reached all legal costs to form the new JPA will be shared equally by the three agencies. Legal counsel for the current Authority will be used to develop the new JPA document.

### **Fire Stations (Section 9):**

**Current:** In the current JPA, the ownership of the fire stations has remained with the respective Towns. Each Town is also responsible for the maintenance of their fire stations. Historically, Sleepy Hollow has assisted in the maintenance of the Butterfield Fire Station even though there is no formal agreement or legal responsibility for Sleepy Hollow to share in these costs.

**Proposal:** In recognition of the significant cost to build and maintain fire stations, as well as Sleepy Hollow's willingness, in the past, to share in the cost of maintaining the Butterfield Station; San Anselmo is proposing that this cost sharing be formalized. The agreement would include Sleepy Hollow sharing in 50% of all cost associated with the maintenance and repairs/improvements for the Butterfield Fire Station.

If Sleepy Hollow desires, these expenses will be tracked and amortized over time. The costs will be placed on a depreciation schedule. If for any reason the JPA were to disband or if the fire station is no longer used by the JPA, Sleepy Hollow would be reimbursed by the Town of San Anselmo for the remaining value of the maintenance, repairs or improvements.

**Fire Inspector:**

During the initial JPA discussion at the Fire Board level, Sleepy Hollow offered to pay \$30,000 per year for three years to support the newly created Fire Inspector position. The ad hoc committee and staff are asking that Sleepy Hollow's extra contribution to the new Fire Inspector position be included as part of the overall proposal.

**Fiscal Impact:**

When compared to San Anselmo's past contributions to the Fire Department, the proposed agreement results in savings to the Town of \$58,316. In addition, recent negotiations with Sleepy Hollow regarding contract interpretation resulted in the Town's agreement to reduce the Sleepy Hollow contribution by approximately \$50,000 per year. This was to account for labor cost reimbursements by outside sources. This proposed agreement eliminates that additional cost.

Attachment: JPA Agreement  
Fire Service and Local Statistics  
Calculation of contribution

JOINT POWERS AGREEMENT - ROSS VALLEY  
FIRE SERVICE

RECITALS

1. The Town of Fairfax (Fairfax) and the Town of San Anselmo (San Anselmo) have authority to provide fire protection, emergency medical and related services within their respective territories, including in the case of San Anselmo by contract the territory of the Sleepy Hollow Fire Protection District (Sleepy Hollow), and in the case of Fairfax by mutual aid agreement the unincorporated community of Oak Manor.

2. The parties are authorized to contract with each other for the joint exercise of any common power pursuant to California Government Code Section 6500-6514.

3. The territories of the parties are contiguous and susceptible to provision of services in common.

4. The parties intend that the merged operation provided by the below agreement shall result in levels of service to the public equal to or exceeding those in effect in the territory of each party during fiscal year 1980-81, and that the merged operation be as responsive to the needs and concerns of the residents of the communities served as was the case prior to merger.

5. The parties, therefore, mutually agree as follows:

AGREEMENT

Section 1. Authority Established.

The Ross Valley Fire Service (hereinafter Authority) hereby is established by the parties hereto, effective as of the date of execution hereof as to transition requirements, and effective July 1, 1982 for full operation.

Section 2. Governing Body.

Authority shall be governed by a Board of Directors consisting of four voting members, two appointed by and serving at the pleasure of the San Anselmo Town Council, and two appointed by and serving at the pleasure of the Fairfax Town Council, together with one non-voting member appointed by and serving at the pleasure of the Board of Commissioners of the Sleepy Hollow Fire Protection District. Action may be taken only by majority vote of the full Board.

Section 3. Powers and Duties of Authority, to be exercised by or under direction of Board, shall include:

- a. Setting policies.
- b. Adopting an annual budget.
- c. Employing personnel, setting parameters for labor negotiations, and ratifying labor agreements.
- d. Entering into contracts, which shall include a contract for administrative and fiscal services (Controller and Treasurer) and a contract with a Certified Public Accountant for annual audit, and may include mutual aid or automatic response agreements or contracts for service to other jurisdictions.
- e. Applying for, receiving and disbursing grants, loans or other aids from any private or public agency.
- f. Setting fees for service where permitted by law.
- g. Receiving, disbursing and investing funds
- h. Purchasing and holding title to property, subject to the limitations of Section 4(d) hereunder.
- i. For the specific purposes enumerated in Section 9 hereof and as limited therein, issuing revenue bonds pursuant to California Government Code Section 6540, et seq.
- j. Suing and being sued in its own name.
- k. Carrying out and enforcing all of the provisions of this agreement.
- l. Other powers and duties incidental to those enumerated herein.

Section 4. Limitations

- a. The agreement of June 16, 1980 between Sleepy Hollow and San Anselmo shall not be affected by this agreement, other than that the services to Sleepy Hollow therein called for shall be provided by Authority rather than by San Anselmo independently
- b. Legislative, administrative and quasi-judicial powers not delegated by this agreement are reserved to the Councils of the parties.
- c. Debts, liabilities and obligations incurred by Authority shall run only to Authority.
- d. Title to real property, apparatus, vehicles and communications equipment owned by each party as of the date of execution of this agreement shall remain with said party, and replacement or reconstruction thereof shall be the responsibility of the owning party.
- e. Exercise of the common powers of the parties hereto shall be subject to such restrictions as exist for each party independently.

Section 5. Personnel

- a. Executive Officer shall be the Town Administrator of either party, as

b. Chief Officers (Chief and Assistant Chief, one of which may be designated as Fire Marshal) shall be appointed by and serve at the pleasure of the Board, shall report to Board through the Executive Officer, and shall be compensated as determined by Board.

c. Other employees. All other employees shall be appointed by the Chief, in accordance with rules and regulations adopted by Board after meeting and conferring with the bargaining agent specified in Section 17(e) hereof.

#### Section 6. Budget

a. No later than June 1st of each year, the Executive Officer shall recommend to the Board a budget for the ensuing fiscal year.

b. No later than June 15th of each year, the Board shall adopt a budget for the ensuing fiscal year, showing appropriations for salaries and benefits, services and supplies, capital outlay, and reserves.

c. The Executive Officer shall control and account for expenditures under the adopted budget.

d. During any fiscal year, the Board may revise the adopted budget by appropriation transfers, provided the total budget may not be increased without approval of the Councils of both parties.

e. The budget shall not include costs of replacement or reconstruction of fire stations, apparatus, vehicles or communications equipment remaining the separate responsibility of the parties.

#### Section 7. Annual Contributions.

a. Annually the parties shall pay to Authority in care of its fiscal agent their respective shares of the adopted budget and of approved increases therein, if any, in accordance with the formula set forth in Section 8 of this agreement.

b. Each party shall pay 1/12th of its share on the first day of each month, beginning July 1st, 1982.

#### Section 8. Cost Sharing.

a. For fiscal year 1982-83 through fiscal year 1984-85, cost sharing shall be San Anselmo 69.6% and Fairfax 30.4%, based on historical costs pre-merger. For fiscal year 1985-86 and not more often than every three years thereafter, the formula for cost sharing shall be reviewed by the Board, and adjusted if warranted by changes in relative population size, number of structures, assessed value, service calls, or other relevant factors.

b. The parties recognize that the agreement of June 16, 1980 between San Anselmo and Sleepy Hollow requires Sleepy Hollow to pay 23% of San Anselmo's labor costs. The parties acknowledge therefore that 23% of San Anselmo's share of labor costs will be allocated to and reimbursed by Sleepy Hollow. Further, the parties acknowledge that Sleepy Hollow's reimbursement to San Anselmo shall be based on the appropriation for salaries and benefits in Authority's adopted budget for a given fiscal year, and may not be changed therefrom.

Section 9. Capital Assets.

a. The parties shall on July 1, 1982 transfer to Authority custody, use and control, but not ownership or title, of the buildings, apparatus, vehicles and communications equipment (capital assets) listed in Exhibit A attached hereto and incorporated herein by reference. Authority shall be responsible for operation, maintenance and repairs as to all capital assets.

b. Authority shall monitor the condition of said listed capital assets, and in June of each year furnish each party with estimated future dates of replacement or reconstruction for each item, together with estimated cost thereof, calculated to meet Authority's minimum requirements and based on latest technological and miniaturization developments.

c. The responsible party shall arrange and finance replacement or reconstruction in accordance with the schedule furnished by Authority, provided that at the request of the responsible party and if deemed advantageous by the Authority, Authority may undertake revenue bond financing pursuant to Government Code Section 6540, et. seq.

Section 10. Insurance.

a. Authority shall apply for membership in the Marin Cities Risk Management Group for purposes of workers compensation insurance, public liability insurance, property insurance (as to property owned by Authority only), and other insurance available via said group, and shall establish and maintain such self-insurance retention or other reserves as are required by said group.

b. As to capital assets of the parties used by the Authority, each party through the Marin Cities Risk Management Group or otherwise shall at all times throughout the term of this agreement maintain property insurance at full insurable replacement cost value, updated annually.

Section 11. Service to Other Jurisdictions may be provided:

a. By contract.

b. By amendment of this agreement to add an additional party or parties.

Section 12. Term; Termination.

a. This agreement is for an indefinite term, and may be terminated only by:



(1) written notice by either party to the other party first given on or before June 30th of any year, effective no sooner than June 30 one year thereafter, or

(2) a jurisdictional reorganization under the Municipal Reorganization Act affecting both parties.

b. Termination of this agreement shall not affect San Anselmo's contractual obligations to Sleepy Hollow.

c. If upon termination responsibility for fire protection reverts to the parties, remaining monies and assets of Authority shall be distributed to the parties in proportion to their prior contributions, provided said distribution may be deferred by the Board in whole or in part for up to five years as a reserve to meet liabilities known and unknown.

d. If upon termination responsibility for fire protection reverts to the parties, employees transferred to Authority by each party shall be returned to employment by the formerly employing party. Each new employee hired by Authority to fill a vacancy shall be returned to employment by the party whose vacancy was filled.

### Section 13. Entire Agreement.

This instrument constitutes the entire agreement between the parties as to the subject matter thereof, and may be altered or amended only by an instrument in writing duly executed by both parties.

### Section 14. Successors.

This agreement shall be binding upon and shall inure to the benefit of successors to the parties hereto.

### Section 15. Modification or Suspension.

In the event State or Federal laws or regulations, enacted after the effective date of this instrument, prevent or preclude compliance with one or more provisions herein, such provision shall be modified or suspended as may be necessary to comply with such laws or regulations.

### Section 16. Severability.

If any term or provision of this agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining terms or provisions of this instrument are intended to be independently valid and enforceable to the full extent permitted by law.

### Section 17. Transition Provisions.

a. The automatic response agreement between the parties of September 8, 1975 as amended February 1st, 1981 is terminated effective July 1, 1982.

b. Simultaneous with the execution of this agreement, the Councils of the parties shall appoint the members of the Board of Directors, which thereupon shall direct an orderly transition to be in full effect July 1, 1982.

c. All personnel of the Fire Departments of the parties, other than individuals who retire, shall be transferred to and become employees of Authority on July 1, 1982. Seniority lists shall be merged using date of hire regardless of original department. Seniority in rank of supervisory classes shall be merged using date of promotion. Vacation and sick leave accruals shall be carried over.

X  
d. The initial Executive Officer will be the Town Administrator of the Town of San Anselmo, and the initial Chief Officers will be the Chief and Assistant Chief/Fire Marshal of the San Anselmo Fire Department. The Fairfax Fire Chief will remain a Chief Officer until his retirement, and shall be compensated as such. He will assume the duties of Chief in case of absence due to illness or vacation, will assume normal rotation as Chief, and any other Chief Officer duties as required by Authority.

17 d. e. Unless decertification occurs, International Association of Firefighters Local 1775 hereby is recognized as the bargaining agent for all employees of Authority other than Chief and Assistant Chief, and Authority shall undertake negotiations with said organization for a collective bargaining agreement to be effective July 1, 1982. Salaries, benefits and working conditions shall be as set forth in said agreement for the term thereof.

17 e. f. All fire protection records, supplies and equipment owned by the parties (other than items ownership of which is retained by the parties pursuant to Section 4(d) hereof) shall be transferred to and become the property of Authority on July 1, 1982.

g. Public Liability, Workers Compensation or Unemployment Insurance obligations arising from incidents which occurred prior to July 1, 1982 shall remain the separate responsibility of each party, subject only to apportionment or proration with Authority in accordance with applicable law.

IN WITNESS WHEREOF the parties hereto have signed this instrument this 21<sup>st</sup> day of February, 1982

ATTEST:

Caroline Foster  
Town Clerk

TOWN OF SAN ANSELMO

BY Maria Lopez  
Mayor

ATTEST:

Robert L. Gage  
Town Clerk

TOWN OF FAIRFAX

BY Thomas J. ...  
Mayor

This Agreement has been reviewed by the Board of the Sleepy Hollow Fire Protection District, and is deemed acceptable insofar as it pertains to that District.

SLEEPY HOLLOW FIRE PROTECTION DISTRICT

BY W. Paul ...

ATTEST:

[Signature]  
Secretary

AMENDMENT TO JOINT POWERS AGREEMENT  
ROSS VALLEY FIRE SERVICE

It is hereby mutually agreed by and between the Town of Fairfax and the Town of San Anselmo that the Joint Powers Agreement entered into by and between the two parties on the 21st day of February, 1982 creating the Ross Valley Fire Service may be and it hereby is amended as follows:

Section 9-c is amended to read:

c. As to buildings and communication equipment, the responsible (owning) party shall arrange and finance replacement or reconstruction in accordance with the schedule furnished by Authority, provided that at the request of the responsible party and if deemed advantageous by the Authority, Authority may undertake revenue bond financing pursuant to Government Code Section 6540, et seq.

Section 9-d is added to read:

d. As to apparatus and vehicles to be replaced or reconstructed in a given fiscal year per the Section 9-b schedule, cost thereof shall be shared in accordance with the then-current formula established under Section 8-a hereof. Each party shall pay its share upon demand of Authority, which demand shall be made timely to meet obligation(s) to vendor(s). Authority shall own each new or reconstructed unit upon passage of title from vendor. An original unit surplus to needs of Authority, when so determined by the Board, shall be returned to the owning party for other use or disposition.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this  
18th day of May, 1983.

ATTEST:

Charles A. Brown  
Town Clerk

TOWN OF FAIRFAX

BY

Ken J. Pope  
MAYOR

TOWN OF SAN ANSELMO

BY

Angela C. Y. Johnson  
MAYOR

ATTEST:

Caroline Foster  
Town Clerk

# Ross Valley Fire Department Service Area

1	Description	Fairfax	%	Sleepy Hollow	%	San Anselmo	%	RVFD Totals
2								
3	Living Units	3479	36.1	836	8.7	5331	55.3	9646
4	Residential Parcels	3017	35.9	878	10.4	4507	53.6	8402
5	Commercial Parcels	127	39.3	1	0.3	195	60.4	323
6	Other	120	43.8	22	8.0	132	48.2	274
7	Total Parcels	3264	36.3	901	10.0	4834	53.7	8999
8	Population	7309	33.2	2345	10.6	12385	56.2	22039
9								
10	Cost per Capita (current)	213		339		223		232
11	Cost per Parcel (current)	476		883		572		568
12								
13	Cost per Capita (proposed)	213		363		219		232
14	Cost per Parcel (proposed)	476		946		572		568
15								
16	Land Assessed Value	\$ 478,832,010	26.9	\$ 259,313,146	14.6	\$ 1,042,106,132	58.5	\$ 1,780,251,288
17	Impr Assessed Value	\$ 459,802,467	26.6	\$ 286,694,233	16.6	\$ 981,510,535	56.8	\$ 1,728,007,235
18	Total Assessed Value	\$ 938,634,477	26.8	\$ 546,007,379	15.6	\$ 2,023,616,667	57.7	\$ 3,508,258,523
19								
20	2007/08 Contributions	1,531,355	30.4	795,154	15.8	2,710,843	53.8	5,037,352
21	Fire Engine Lease	22,977				52,604		75,581
22	2007/08 FD Cost	1,554,332	30.4	795,154	15.6	2,763,447	54.0	5,112,933
23								
24	Proposal - 07/08 Cost	1,554,332	30.4	852,156	16.7	2,706,446	52.9	5,112,933
25								
26		<b>Station 21</b>		<b>Station 20</b>		<b>Station 19</b>		
27	Road Miles	33.9	32.8	33.7	32.6	35.7	34.6	103.3
28	Square Miles	2.22	29.9	3.38	45.6	1.82	24.5	7.42
29	Incident Dispatches - 2006	734	35.5	499	24.1	834	40.3	2067
30								
31		<b>Fairfax</b>		<b>Sleepy Hollow</b>		<b>San Anselmo</b>		
32	Incident Dispatches - 2006	623	35.1	124	7.0	1028	57.9	1775
33	Medical Dispatches - 2006	393	38.7	55	5.4	567	55.9	1015

# TOWN OF SAN ANSELMO

## CALCULATION OF CONTRIBUTIONS

### TO FIRE SERVICE

FY 2007 - 2008

REVISED PER PROPOSED JPA AGREEMENT, February 2008

	RVFD Adopted Budget	Fairfax Share @ 0.304	San Anselmo Share @ 0.529	Sleepy Hollow Share @ 0.167
<b>Compensation</b>				
Salaries	2,537,028	771,257	1,342,088	423,684
Employee Benefits	1,639,703	498,470	867,403	273,830
Reimbursable Costs	54,386	16,533	28,770	9,082
Overtime	330,674	100,525	174,927	55,223
Volunteers	26,812	8,151	14,184	4,478
Retirees' Health Insur	122,000	37,088	64,538	20,374
Insur: WC	256,626	78,014	135,755	42,857
<b>Total Compensation:</b>	<b>4,967,229</b>	<b>1,510,038</b>	<b>2,627,664</b>	<b>829,527</b>
<b>Non-Compensation</b>				
Liability Insurance	18,500	5,624	9,787	3,090
Vehicle Maintenance	67,400	20,490	35,655	11,256
Maintenance	9,800	2,979	5,184	1,637
Contract Services	174,655	53,095	92,392	29,167
Utilities	47,800	14,531	25,286	7,983
Office Expenses	18,950	5,761	10,025	3,165
Other Services/Sup	125,302	38,092	66,285	20,925
Contingency	5,000	1,520	2,645	835
Capital Outlay	100,394	30,520	53,108	16,766
Debt Service	73,245	22,266	38,747	12,232
<b>Total Non- Compensation:</b>	<b>641,046</b>	<b>194,878</b>	<b>339,113</b>	<b>107,055</b>
<b>TOTAL BUDGET:</b>	<b>5,608,275</b>	<b>1,704,916</b>	<b>2,966,777</b>	<b>936,582</b>
<i>less other income sources:</i>	430,923			
<i>less prior year carryover:</i>	140,000			
<b>TOTAL SHARED COST:</b>	<b>5,037,352</b>	<b>1,531,355</b>	<b>2,664,759</b>	<b>841,238</b>
		<b>Monthly Payment:</b>	<b>222,063.27</b>	