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JOINT EXERCISE OF POWERS AGREEMENT CREATING AN
AGENCY TO BE KNOWN AS THE
NORTH SHORE FIRE DEPARTMENTS J.P.A.

THIS AGREEMENT made and entered into by and between the Clearlake Oaks Fire Protection District, Lucerne Recreation and Park District, Nice Community Services District, and Upper Lake Fire Protection District who have become signatories to the establishment of a Joint Powers entity which shall be called the:

NORTH SHORE FIRE DEPARTMENTS J.P.A.

WITNESSETH

WHEREAS, within the County of Lake there are four fire protection agencies with contiguous boundaries which form the entire geographical area of the North Shore; and

WHEREAS, the need for adequate rescue equipment exists in all four agencies; and

WHEREAS, the cost of purchasing this rescue equipment for each individual agency would be exorbitant; and

WHEREAS, the increase in the number of calls requiring this type of equipment demands that we provide our taxpayers with a cost effective method of meeting these needs; and

WHEREAS, by forming a J.P.A. all four agencies would have the benefit of a vehicle equipped and staffed which would respond to needs of any J.P.A. member; and

WHEREAS, this specialized rescue unit could respond on mutual aid requests from other agencies within the county; and

1 NOW, THEREFORE, the parties hereto, for and in consideration of the mutual benefits,
2 promises and agreements set forth herein, agree as follows:

3 Section 1: Purpose.

4 This agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1
5 of the Government Code of the State of California, commencing with Section 6500 (the "Act")
6 relating to the joint exercise of powers common to public agencies. All of the parties hereto possess
7 the powers referred to in the above recitals. The purposes of this agreement are as follows:

8 (1) To establish and maintain a rescue unit which will be beneficial to all four J.P.A.
9 members.

10 (2) To establish and maintain a training program for all J.P.A. members.

11 (3) To utilize skills, facilities, and equipment available within the member entities to optimize
12 the combined efforts and thereby provide a superior form of service to each individual member entity.

13 Such purposes will be accomplished and said common powers exercised in the ma
14 set forth in this agreement.

15 Section 2: Definitions.

16 As used in this Agreement:

17 (a) "Board of Directors" or Board means the multi-agency governing body of this joint
18 powers Agreement.

19 (b) "Member Entities" means all of the public agencies hereto, and such additional agencies
20 as may become parties to this agreement in the future.

21 (c) "Rescue Unit 1" means a vehicle appropriately equipped for operation of various types of
22 rescue situations beyond the ordinary capabilities of first in fire rescue company.

23 Section 3: Term

24 This Agreement shall become effective as of the date of approval of all public entities named
25 herein and shall continue in full force and effect until terminated as set forth in Section 8.

1 Section 4: Creation of Authority.

2 Pursuant to the Act, there is hereby created a public entity, separate and apart from the
3 parties hereto, to be known as the North Shore Fire Departments J.P.A. (hereinafter known as NSFD
4 J.P.A.). The debts, liabilities, and obligations of the NSFD J.P.A. shall not constitute debts,
5 liabilities, or obligations of any of the member entities.

6 Section 5: Organization and Procedures.

7 (a) The NSFD J.P.A. shall be governed by a Board of Directors ("Board"). The Board shall
8 be the agency which administers this Agreement and which shall be constituted as follows:

9 (1) One board member appointed from and by each member entity.

10 (2) Each member entity shall designate an Alternate board member who shall attend
11 meetings in the absence of the appointed Board Director. At any meeting at which
12 the alternate director represents an agency, he or she shall exercise all of the
13 responsibilities of the position of board member, and shall, for the purposes of the
14 provisions of this agreement, be considered a member of the board during that
15 meeting.

16 (b) The members of the Board shall serve without compensation, but the expenses of each
17 member shall be met by their appointive body or other body which he or she represents in
18 accordance with the law of that body. All other expenses incurred by the Board in the course
19 of exercising the powers conferred upon it by this Agreement, unless met in some other
20 manner specifically provided, shall be paid by the Board out of its own funds.

21 (c) The term of office of the Directors shall be at the pleasure of the appointing body in each
22 case but each appointment shall be reviewed annually by the appointing agency.

23 (d) The Board shall select a Chairperson and Vice-chairperson whose term shall be for one
24 year and who may be re-elected, at the first meeting of each calendar year.

25 (e) Meetings of the Board.

26 The board shall provide for its regular meetings provided that it shall hold at least one regular
27 meeting each month for the first year, and at least quarterly thereafter. The dates upon which
28 and the hour and place at which any regular meeting shall be fixed by resolution.

1 (f) By-Laws.

2 The NSFD J.P.A. may adopt such By-Laws as are deemed necessary and may from time to
3 time adopt such policies and procedures for the conduct of meetings and affairs as may be
4 required. Any By-Laws or policies and procedures adopted by the NSFD J.P.A. may be
5 amended at any time by a majority vote.

6 (g) Committees.

7 The Chairperson may appoint such committees as are necessary.

8 (h) The position of Director shall be considered vacant upon his or her unexcused absence
9 from three (3) consecutive meetings or upon his or her loss of qualifications as required by
10 their appointing body. In such an event, a successor shall be appointed by the appointing
11 body or other body as soon as possible.

12 (i) A simple majority of all directors shall constitute a quorum for the transaction of business
13 of the board. A majority vote of all Directors who are members party to this Agreement
14 shall be necessary for the board to take action with respect to any matter.

15 (j) The Board shall have all those powers set forth in §6508 of the Act and may use those set
16 powers to accomplish the purposes, goals, and objectives for which NSFD J.P.A. was
17 formed.

18 (k) Any additional public entity which wishes to become a party hereto shall be permitted
19 whenever a majority of the Board favors such admission after petitions by the public entity
20 wishing membership or by nomination of an established member with concurrence from the
21 entering public entity.

✓ 22 (l) In accordance with Section 6509 of the Act the NSFD J.P.A's power is subject to the
23 restrictions upon the manner of exercising such powers as are imposed upon Fire Protection
24 Districts in the exercise of similar powers.

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1 Section 6. Administration and Organization.

2 (a) The Board shall establish and maintain an office in an area encompassed by the NSFD
3 J.P.A. .

4 (b) The day to day administration of the Agreement shall be by the Director (Fire Chief)
5 appointed by a majority vote of the Board. That person shall be responsible to the Board to
6 carry out programs in accordance with the aforestated goals and objectives.

7 (c) The Board shall have the power to retain and pay for legal counsel.

8 (d) The Treasurer of the NSFD J.P.A. shall be designated from _____ Fire Protection
9 District as the depositor for all monies of the board, and shall perform such duties and
10 possess such powers as specified by Government Code Section 6500 and 6505.5 in
11 conjunction with the Auditor-Controller with the County of Lake.

12 (e) The Board shall designate the officers or persons who have charge of , handle, or have
13 access to any property of the Board. These officers or persons shall be responsible to the
14 Board for an annual property inventory as part of the audited report required pursuant to
15 Section 6505 of the Act. These officers or persons shall be bonded by the Board in an
16 amount to be fixed by the Board.

17 Section 7. Contributions and Liabilities.

18 (a) Contributions in the form of a total membership assessment of not more than
19 _____, less amounts covered by grants, shall be made annually by the parties
20 to the Agreement in accordance with the formula defined in Section 7, paragraph (b). Said
21 contributions may come from the party's treasury, other available public funds, or may take
22 the form of personnel, equipment or property in lieu or funds determined to be acceptable by
23 the Board. Said contribution shall be for the purpose of defraying all costs of operating the
24 NSFD J.P.A. . All payments of funds shall be paid to and disbursed by the Board, which shall
25 be accountable for all funds and responsible for reporting annually to the parties hereto
26 concerning all receipts and disbursements. The Board shall maintain books in accordance
27 with currently acceptable accounting procedures.
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1 (b) Each member shall contribute an equal amount. Such allocation may be revised annually
2 at the first annual meeting of the Board, if necessary, and at the time of the addition of
3 another party or parties to this Agreement; and the adjustments would have to be ratified by
4 the parties to this Agreement.

5 (c) Liability, as between the parties hereto, for damages from injury caused by a negligent or
6 wrongful act or omission occurring in the performance of this Agreement shall be as provided
7 to compensate under Article 1, Section 19, of the Constitution of the State of California.
8 Each party hereto agrees to indemnify, defend and save harmless the other parties, their
9 officers, agents and employees from any and all claims and losses proximate caused by the
10 former party's solely negligent or wrongful acts or omission.

11 (d) Pursuant to the provisions of Government Code Section 6508.1, the signatories to this
12 Agreement shall bear no liability whatsoever for the acts or omissions of the Board, and the
13 debts, liabilities and obligations of the Joint Powers Agency shall be the debts, liabilities, and
14 obligations of the NSFD J.P.A. and not of the parties to this Agreement.

15 (e) The Board shall, if available, purchase insurance policies to cover all reasonable liability
16 caused by the negligent or wrongful act or omission of any officer, agent or employee of one
17 of the parties to this Agreement.

18 Section 8. Termination.

19 (a) Termination of this Agreement shall be by agreement of a majority of the parties to the
20 Agreement. Unilateral withdrawal of one member of the NSFD J.P.A. shall not constitute
21 termination of the Agreement. In the event that a majority of the parties hereto which to
22 terminate this Agreement, the Board shall take immediate steps to terminate all business and
23 distribute property and funds on a pro rata basis in accordance with their total contributions
24 to the date of termination.

25 (b) Upon termination of this Agreement, any property acquired by the Board pursuant to this
26 Agreement shall be distributed among the then existing parties hereto in accordance with the
27 respective total contributions of each of said parties.
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1 (c) Upon termination of this Agreement, any money in possession of the NSFD J.P.A. after
2 the payment of all costs, expenses, and charges validly incurred under this Agreement, shall
3 be returned to the then existing parties in proportion to their total contributions in accordance
4 with Section 7.

5 (d) Upon termination, the debts, liabilities, and obligations of the Board shall be the debts,
6 liabilities, and obligations of the parties hereto in direct proportion to the total contributions
7 made in accordance with Section 7.

8 Section 9: Withdrawal of Parties.

9 (a) Any party hereto may, on or before 180 days before the end of any fiscal year, notify the
10 Board in writing of its desire to terminate its participation in this Agreement effective at the
11 conclusion of the fiscal year in which notice is served on the Board.

12 (b) In the event of such withdrawal, the withdrawing party shall have no further obligation
13 under this Agreement and shall not be entitled to participate in any subsequent distribution of
14 assets, with the exception of items loaned but owned prior to the formation of this J.P.A.

15 Section 10: Adoption and Amendment.

16 (a) This Agreement shall be effective upon its execution by all the member entities named
17 herein.

18 (b) This Agreement may be amended by the written agreement of a majority of the parties
19 hereto. In the event of a tie vote, the Agreement shall stand as written.

20 (c) The Board shall prepare and file a statement with the Secretary of State which complies
21 with Government Code Section 6503.5 within 30 days of formation.
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1 IN WITNESS WHEREOF, the parties have caused this instrument to be duly execute is
2 25 day of June, 1996.

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4 CLEARLAKE OAKS FIRE PROTECTION
5 DISTRICT

6 Ralph J. Smith
7 ATTEST: [Signature]

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9 NICE COMMUNITY SERVICES DISTRICT

10 [Signature]
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12 ATTEST: Gary Taylor

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LUCERNE RECREATION & PARK
DISTRICT

[Signature]
ATTEST: [Signature]

UPPER LAKE FIRE PROTECTION
DISTRICT

R. R. Zimmers SHAWN
ATTEST: [Signature]

FIRST AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT CREATING THE
NORTH SHORE FIRE DEPARTMENT J.P.A.

This Amendment to the North Shore Fire Department J.P.A. is made this 28TH day of May,
2003, by and between the Clearlake Oaks Fire Protection District, Lucerne Recreation and Park District,
Nice Community Services District, and the Upper Lake Fire Protection District.

WITNESSETH

WHEREAS, on June 25, 1996 the North Shore Fire Department J.P.A. was established to
provide for and maintain a rescue unit which would be beneficial to all four J.P.A members; and

WHEREAS, due to the retirement of existing personnel there is an opportunity to streamline and
economize the administrative staff of the participating agencies; and

WHEREAS, the parties hereto desire to amend the existing joint powers agreement to provide
for a unified administrative staff serving all four member agencies.

NOW, THEREFORE, the parties hereto, for and in consideration of the mutual benefits,
promises and agreements set forth herein, agree to amend the Joint Exercise of Powers Agreement
creating the North Shore Fire Department J.P.A. (hereinafter AGREEMENT) as follows:

Section 1. Subsection (4) is hereby added to Section 1 of the AGREEMENT and it shall read,
as follows:

"(4) To establish a unified administrative staff for the member agencies."

Section 2. Subsection (d) of Section 6 of the AGREEMENT, which is entitled
"Administration and Organization", is hereby amended to read as follows:

1 “(d) The Treasurer of the NSFD J.P.A. shall be designated from the Lucerne District as the
2 depositor for all monies of the Board, and shall perform such duties and possess such powers as
3 specified by Government Code Section 6500 and 6505.5 in conjunction with the Auditor-Controller of
4 the County of Lake.”
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6 Section 3: Subsection (b) of Section 7 of the AGREEMENT, which is entitled
7 “Contributions and Liabilities”, is hereby amended to read as follows:

8 “(b) Each member shall contribute an equal amount with respect to the operation and
9 maintenance of the rescue unit. Each member shall pay for the establishment and
10 maintenance of unified administrative staff based on the following percentages:

11 1) Clearlake Oaks Fire Protection District – 36.01%; 2) Lucerne Recreation and Park
12 District – 25.59%; 3) Nice Community Services District – 25.03%; and the 4) Upper
13 Lake Fire Protection District – 13.37%. Such allocations may be revised annually
14 at the first meeting of the Board, if necessary, and at the time of the addition of
15 another party or parties to this agreement; and the adjustments shall not be effective
16 until they have been ratified by each party to this agreement.”
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19 Section 4: Paragraph (f) is hereby added to Section 7 of the AGREEMENT, which is entitled
20 “Contributions and Liabilities”, and it shall read as follows:

21 “(f) Cost Sharing Semi-annually the member agencies shall pay the shared costs
22 associated with the management, administration and operational services
23 provided for by this agreement. Payment is due at the end of each semi-annual
24 period of June 30 and December 31.
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1 The formula for cost sharing shall be reviewed by the Board on an annual basis and adjusted, if
2 warranted, based on changes in personnel, relative population size, number of structures, assessed value,
3 service calls, or other relevant factors.

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5 Any changes to the cost sharing formula, as recommended by the Board, shall be ratified by all
6 member agency governing boards prior to implementation."

7 Except as specifically modified herein, all other terms and conditions of the AGREEMENT shall
8 remain in full force and effect.

9 IN WITNESS WHEREOF, the parties have caused this First Amendment to the AGREEMENT
10 to be duly executed this 28TH day of MAY, 2003.
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13 CLEARLAKE OAKS FIRE PROTECTION
14 DISTRICT

15 Michael Broske

16
17 ATTEST: Mary M. McLearen

LUCERNE RECREATION & PARK
DISTRICT

18 Mark W. Ryan (chair)

19 ATTEST: Julie Lindeblad

20 NICE COMMUNITY SERVICES DISTRICT

21 Lila Bell
22 Lila Bell, President

23 ATTEST: Jane Bell

UPPER LAKE FIRE PROTECTION
DISTRICT

24 Eric Hill

25 Eric Hill, Chairman
26 ATTEST: Julie T. Johnson
27 Secretary
28

Concept Proposal

Northshore Fire Authority

As everyone is aware, the fire districts of Lake County have spent the last 2-3 years reviewing the feasibility of consolidating into one operating fire district. As talk and discussions have progressed, perceived needs of individual districts have come into play, and some districts have deemed themselves not ready or not interested in a consolidation effort. These districts have slowly withdrawn from the discussions.

In October of 2002, it was determined that it was going to be difficult, if not impossible, to bring all of the remaining districts into parity with salary and benefits and still have enough left over for any sort of operating budget. At the same meeting, it was discussed that the four districts along the north shore had enough similarities in salaries and benefits that a successful merger would still likely be achievable.

In the meantime, the Clearlake Oaks Fire Protection District, which has not had a permanent Fire Chief since his retirement last summer, found themselves in the position of needing to make a positive step forward to meet the management needs of their district. They have begun talks with the Lucerne Recreation and Park District (Lucerne Fire Department) regarding a Joint Powers Authority which would place the Lucerne Fire Chief in charge of both fire departments.

At the October consolidation planning meeting, the participating fire chiefs put forth the plan that a JPA could be formatted along the same lines as that which Clearlake Oaks and Lucerne were working on, with the inclusion of the Nice Community Services District (Nice Fire and Rescue Department) and the Upper Lake Fire Protection District. It was pointed out, in fact, that a JPA already is in existence among the four agencies for a different purpose, and that it could be modified with much less effort than starting a new one from the beginning.

CONSOLIDATION vs. JOINT POWERS AUTHORITY

The difference between consolidation and a JPA is one of permanence (or lack thereof). A consolidation is a merger... a union of multiple agencies joining to work together as one. When districts consolidate, they would form one new district, which would have all of the same powers, duties and responsibilities as the each individual district had before. In this case, they would be managed as a single district by one board, which would have an elected or appointed voice of each community plus, perhaps, one member at large that would represent the entire consolidated district.

A Joint Powers Authority is a legal contract between agencies. The existing districts remain in existence, along with their governing boards of directors. An agreed upon board will be selected by the participating agencies to serve as the governing board for

the JPA. The JPA would have such authority and responsibilities as agreed upon by the participating boards. This could be as simple as the joint ownership and operation of a specialized piece of equipment (as exists with the current JPA), or as complex as the complete administration, staffing, and operation of a fire department for the area.

Why a JPA is Recommended Over a Consolidation

The concept of a JPA was discussed as one of the options when all of the county-wide consolidation discussions were going on. The reason that it was not pursued as the best option has to do with the stability and permanence of the decision. The disadvantage of a JPA is that its inherent temporary nature looms over the internal decision-making process, including strategic planning and long term goal setting. In short, it's hard to project very far into the future when the knowledge exists that any participating district can withdraw from the alliance at any time. Additionally, each member district board of directors would still be in existence, and could conceivably have a conflicting agenda with the JPA board. As a result, it was felt that using the JPA concept to merge the operation of the fire districts could easily result in a management process focused only on short-range goals.

However, it cannot be ignored that the JPA process is far easier and much faster to implement than a full consolidation. In fact, its primary weakness as listed above could also be construed as an advantage in the short term.....it gives the participants an idea if the merger concept is going to work before they are irrevocably committed. With this in mind, it would appear that a phased process, utilizing the JPA concept to get started, with an ultimate goal of full consolidation, may well be an expedient and efficient way to begin the merger.

WHY MERGE?

The reasons for pursuing consolidation of fire protection in Lake County were covered in the consultant study, and were included in the 2001 report. Although the scale has diminished somewhat, the reasons for merging still apply.

As a brief review, the advantages of merging fire departments are both administrative and operational. From an administrative standpoint:

- ◆ There is only the need for one fire chief. This not only saves a certain amount of money in terms of salaries, but it also standardizes the "management philosophy" which is inherent in each individual. While subordinate chief officers which may be needed to operate the new department, they will all be guided by the management philosophy of the chief.
- ◆ All personnel become part of one larger entity, instead of multiple smaller ones. This can result in monetary savings in terms of group insurance plans and other personnel issues.

- ♦ The needs of the communities served can be combined into one large picture. The result of this should be better utilization of resources and the elimination of duplicative services. This serves two important purposes: First of all, it will allow for an enhanced response to emergency incidents, which is safer and more efficient for both the public and the firefighters. Secondly, as this process streamlines, fleet size can be reduced for efficiency, which would allow the department to keep and maintain newer equipment.
- ♦ Apparatus and equipment needs can be coordinated into one plan, and one larger purchase can be made, which usually results in monetary savings. Additionally, like all larger businesses, salespersons often tend to give more attention and better deals to larger buyers.

From an operational standpoint:

- ♦ One fire chief and one governing board of directors will result in standard policies and procedures for all of the involved firefighters. From an operational point of view, having everyone trained to the same level and operating in the same fashion at an emergency scene is one of the most efficient types of fire department operation. While existing separate departments generally operate in a similar fashion to each other due to the nature of the job, there are still enough differences that occasionally there are minor difficulties or confusion during an emergency.
- ♦ A single agency concept allows for the ranking fire officer to make more efficient and effective decisions regarding the use of equipment and personnel. This is due to the fact that he/she has a much larger pool of resources in their direct command and control, and doesn't have to rely so much on mutual-aid from other agencies. This allows for better pre-planning for dispatching resources.
- ♦ Fire code and other enforcement is now standardized. As need develops, fire planning/code enforcement personnel can be hired. However, due to the combined nature of the department, one person may well be able to handle the whole area instead of each previously existing department having to hire their own.
- ♦ Training is standardized. Again, even though the departments often train together, it still takes the tremendous coordination and cooperation of existing training officers to make it work. A consolidated department would have a consolidated training program, with one person in charge.

Development Plan

Northshore Fire Authority

Introduction

One of the primary tasks of the JPA Working Committee is to develop a plan that would identify not only the overall goal of the JPA, but also a logical sequence of objectives to met along the way, and to do so in such a manner to be cost efficient and with minimal disruption and confusion to day-to-day district operations.

A key element of this first plan proposal is the concept of built-in *flexibility*. Though this plan identifies a framework of a three-year JPA which concludes with a merging of the four districts, specific points have been identified each year wherein the whole process can be evaluated and adjusted as needed. Another key component is developing and maintaining a 5-year plan beginning the first year of the JPA and updated each year. This is another valuable planning tool for both the JPA and the four districts to evaluate the effectiveness and efficiency of the JPA and make corresponding decisions.

In short, the proposal as presented may fall into place so smoothly and work so well that there will be little need to change a thing. However, one of the most valuable uses of a Joint Powers Agreement for a venture of this magnitude is it's flexibility. The districts can remain in a JPA as long as necessary to make sure that merging is a practical and achievable course. And although the working group feels that merging is the logical option at this point, it may turn out that the districts may never want to progress beyond the JPA.

Northshore Fire Authority

Year 0 - Prior to Implementation of Services

This part of the plan is involved with getting the JPA up and running to begin consolidated administration, command and control. The time frame to accomplish these objectives runs from right now until the beginning of service, preferably July 1, 2003.

Specific Objectives:

1. JPA Working Committee must develop a suitable working plan concept and budget information for presentation to the four districts.
2. Districts must adopt the JPA plan.
3. Existing Northshore JPA must be re-organized for expanded service.
4. JPA Board needs to be selected.
5. Budget to be submitted.
6. Appropriate contracts/agreements must be initiated between the JPA and the districts.

Responsibility of the JPA Working Committee:

1. Identify primary reasons for and potential problems with consolidating services, and be able to present them in a professional manner to the involved district boards
2. Develop the goals and preliminary mission statement of the JPA
3. Develop an implementation plan outline
4. Develop recommended personnel agreements (*See Staffing Plan Rational below*)
5. Develop draft budget for the first year and recommended funding formulas for the JPA

Responsibility of the District Boards of Directors:

1. Evaluate information presented by the JPA Working Committee and make the decision whether or not to participate in a JPA.

For participating districts:

2. Select a member to serve on the JPA Board of Directors
3. Develop personnel agreements with the JPA Board of Directors
4. Approve a budget allocation for JPA services
5. Adopt a formal agreement for services between the district and the JPA

Responsibility of the JPA Board of Directors:

1. Once members are identified, work with the JPA Working Committee to finalize the process of making the JPA an official entity
2. Establish board protocols
3. Finalize a mission statement for the JPA
4. Formally adopt a budget
5. Enter into a contractual agreement with the four districts wherein the JPA would provide chief officers necessary for command/control and day-to-day administration of the four fire departments.

Staffing Plan Rational

The recommendation of the JPA Working Committee is to utilize James Robbins (currently chief of Lucerne Fire Department) in the role of Chief of the North Shore JPA, Gary Saylor (currently chief of the Nice Fire/Rescue Department) in the role of Assistant Chief, Lou Dukes (currently a Fire Captain with the Clearlake Oaks Fire Department) in the role of Battalion Chief, and Ken Petz (currently Chief of the Upper Lake Fire Department) in the role of Battalion Chief on a part-time basis. Longer-range plans will include reducing the Assistant Chief position to Battalion Chief, and the elimination of the part-time Battalion Chief. These position changes would take place by attrition.

Ideally, at this point the JPA would hire these employees away from their respective districts in order to quantify the single-agency management concept which they are expected to work by. However, due to issues with the Public

Employees Retirement System (PERS), it appears that extra expense would be generated as the "new" employer (the JPA) would have to go through the whole process of becoming a PERS employer and bringing its employees in at the rates set by PERS.

If the ultimate goal is to have a single "merged" fire district, it seems an unnecessary expenditure of funds to convert the JPA to an employer. The "employees" would just have to be transferred again when the JPA dissolves. To avoid these expenses, the committee recommends that the JPA enter into agreements with each district in regards to the above mentioned officers. These agreements would stipulate that the individuals would remain employees of their respective districts for the time being, but their services would belong to the JPA. The JPA would be responsible for the balancing of costs between the four districts for these personnel services.

Northshore Fire Authority

Year 1 - Implementation of Services

The primary focus of Year 1 will be to identify and evaluate existing differences in the four districts, and to develop and recommend plans to reconcile them. Heavy involvement will be in the area of salary and benefit parity for paid personnel. Year 1 is targeted for the fiscal year running from July 1, 2003 to June 30, 2004.

Specific Objectives:

1. Identify operational and administrative differences between the four districts
2. Develop plans to mitigate differences
3. Develop a staffing plan
4. Develop a 5-year plan

Responsibility of the JPA Chief Officers:

(Note: some of these tasks may be assigned to committees or working groups. The responsibility of the JPA Chief would be to make sure that these groups produced a product)

1. Review Memorandums of Understanding (MOU's) and other pertinent policies regarding all paid personnel, both rank and file as well as clerical, and identify salary and benefit parity issues, work standards, position descriptions and duty statements. Develop a staffing plan recommendation and submit to the JPA Board of Directors for review and recommendation to the four districts.
2. Review all personnel rules, regulations, and policies to identify differences. Develop a recommended standard set of policies and procedures to be adopted by each district for use until such time as all personnel are contracted to the JPA or a full merger takes place.
3. Identify and review all operational policies and procedures, both published and inferred, and adopt one standard set of operational SOP's for the four districts.
4. Review all remaining administrative rules, regulations, and policies to identify differences and recommend a standard set of administrative rules, regulations, and policies. These rules would include, but are not limited to, standards for

admission to the department, standards for retention, training requirements, and volunteer firefighter wages and stipends.

5. Inventory the skill and experience levels of all fire/rescue personnel.
6. Perform a comprehensive equipment inventory
7. Facilitate the formation of a working group from the four districts to study and review current ambulance billing procedures and make a recommendation for a standardized procedure.
8. Develop a 5-year plan recommendation for the joint-operation and submit to the respective district boards for approval.
9. Based upon the 5-year plan, develop a recommended budget proposal for the JPA for the second year, which would include increased services.

Responsibility of the District Boards of Directors:

1. As all rank-and-file personnel are still employed by their respective districts, work with the JPA Chief on any personnel management issues.
2. Continue to administer the district budget and assure fiscal responsibility.
3. Boards must work closely with the JPA Chief and any assigned working committees to resolve problems and standardize administrative policies and procedures among the four districts.

Responsibility of the JPA Board of Directors:

1. Oversee the JPA budget, including coordinating the balancing of funds for personnel services between the four districts.
2. Submit a proposed budget to the four districts for the second year of the JPA based upon the 5-year plan. (This must be done in a timely enough manner for the districts and the JPA to meet county budgeting deadlines.)
3. Develop and coordinate all personnel service agreements
4. Work closely with the JPA Chief on providing input into the various recommendations and plans being submitted to the individual district boards.

5. Individual members must serve as the primary liaison to their respective district boards and assist the JPA Chief in making sure that the boards are kept apprised of appropriate issues.

Northshore Fire Authority

Year 2 - Standardization of Services

The primary focus of Year 2 will be to continue to develop an of the various standardization plans not completed in Year 1, and to implement them as soon as practical. Year 2 is targeted for the fiscal year running from July 1, 2004 to June 30, 2005.

Specific Objectives:

1. Finalize and streamline identified policy and procedure standards.
2. Review effectiveness of JPA.
3. Update 5-year plan.
4. Implement standard equipment and training programs.

Responsibility of the JPA Chief Officers:

1. Along with a working group selected by the four district boards, perform a comprehensive review of the JPA-process to date, evaluate its effectiveness, identify problems, and make recommendations to the boards.
2. Implement the appropriate phase of any staffing plan approved in Year 1.
3. Implement standardized policies and procedures as adopted.
4. Implement standardized administrative rules, regulations, and policies as adopted.
5. Based upon the inventory the skill and experience levels and the standardized adopted policies, develop and implement a comprehensive training program.
6. Based upon the 5-year plan and other operational considerations, develop an equipment utilization plan recommendation for the four districts.
7. Along with a working group selected by the four district boards, review and update the 5-year plan.
8. Based upon the 5-year plan, develop a recommended budget proposal for the JPA for the third year.

Responsibility of the District Boards of Directors:

1. Transition as much personnel administration as possible to the JPA Board of Directors.
2. Continue to administer the district budget and assure fiscal responsibility.
3. Based upon the JPA review and the proposal submitted by the JPA Chief and JPA Board of Directors, analyze whether or not to pursue the merger. This will include the necessary public input into the process.
4. If the merger concept is approved, work closely with the JPA Board of Directors on the LAFCO process, including setting the terms and conditions for the district's participation in the merger.
5. Based upon the agreed procedure, assist with the selection process of a local board member for the new district.
6. At the appropriate time adopt the final resolution to make the merger take place.

Responsibility of the JPA Board of Directors:

1. Administer the JPA budget and assure fiscal responsibility.
2. Provide policy and administrative oversight for the JPA.
3. If the districts agree to the merger concept, work closely with the JPA Chief and the selected representatives to the new district board to prepare a preliminary budget for the new fire district.
4. Work closely with the district boards on completing the LAFCO process.
5. At the appropriate time, complete the necessary steps to dissolve the JPA.