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APPROVED
BY THE CITY COUNCIL

AUG 26 1997

OFFICE OF THE
CITY CLERK

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DEPARTMENT OF
FIRE

GARY COSTAMAGNA
FIRE CHIEF

CITY OF SACRAMENTO
CALIFORNIA

August 12, 1997

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: FIRE SERVICE RESTRUCTURING

LOCATION AND COUNCIL DISTRICT: Citywide

STAFF RECOMMENDATION:

It is requested that the City Council direct their Reorganization Task Force members to move forward with the Joint Powers Agreement (JPA) and/or the Memorandum of Understanding (MOU) with the three major fire agencies in the County.

CONTACT PERSON: Dennis Smith, Deputy Chief, 264-5190 - [Pager-875-2202]

FOR COUNCIL MEETING OF: August 26, 1997

SUMMARY:

This report provides an update on the Fire Reorganization Task Force's last two meetings. During the meeting of July 1, 1997, the Task Force formed a sub-committee and directed them to develop a draft Joint Powers Agreement and a Memorandum of Understanding. On August 5, 1997, after a presentation from the sub-committee, the Task Force recommended that each Agency take the draft Joint Powers Agreement and Memorandum of Understanding back to their governing bodies for direction.

BACKGROUND:

Local governments throughout California are faced with the challenge of how to provide reliable, cost effective service in a period of diminishing revenues. In the Sacramento area, these challenges are particularly difficult due to the growth that has stretched the capacity of basic services beyond normal capabilities.

The local fire services have responded to this situation by working together on issues of common concern. The development of a Regional Communication Center, a multi-agency Urban Search & Rescue (USAR)

Team, a regional approach to hazardous material response, and combined training for emergency fire, rescue and medical services has resulted in the provision of a seamless service across the multi-agency area.

Having maximized this informal cooperative approach, the natural progression of combining the management and support functions into one regional service provider is the next logical step.

On July 1, 1997, the Fire Reorganization Task Force formed a sub-committee and directed the committee to work on a draft Joint Powers Agreement. The sub-committee held two meetings and developed a draft Joint Powers Agreement and a Memorandum of Understanding. The Memorandum of Understanding is a vehicle for area fire service to address regional issues.

On August 5, 1997, the sub-committee reported back to the Fire Reorganization Task Force. After a period of discussion, the Task Force recommended each Agency take the draft Joint Powers Agreement (Attachment 1) and the Memorandum of Understanding (Attachment 2) back to their governing bodies for direction.

FINANCIAL CONSIDERATION:

This report has no financial impact at this time.

ENVIRONMENTAL CONSIDERATIONS:

This report does not involve an activity which may cause a direct or indirect change on the environment.

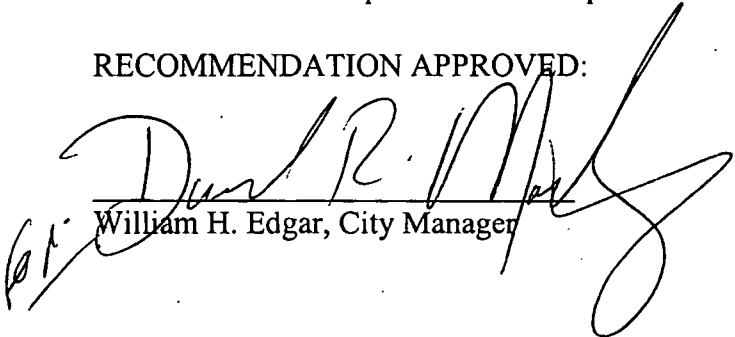
POLICY CONSIDERATIONS:

- Determine if the City should continue to move forward with a Joint Powers Agreement with American River Fire Protection District and Sacramento County Fire Protection District.
- Determine if the City should enter into a Memorandum of Understanding as a vehicle to discuss regional fire issues.

MBE/WBE EFFORTS:

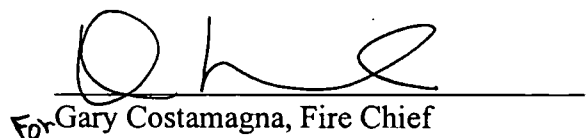
None. There is no requirement for the procurement of goods or services associated with this report.

RECOMMENDATION APPROVED:



William H. Edgar, City Manager

Respectfully submitted,



For Gary Costamagna, Fire Chief

ATTACHMENT 1

SACRAMENTO REGIONAL FIRE AUTHORITY
JOINT POWERS AGREEMENT

Draft

This Agreement is made and entered into as of _____, 1997, by and among the AMERICAN RIVER FIRE PROTECTION DISTRICT, a special district organized pursuant to the Fire Protection District Act of 1987 (Health & Safety Code Section 13800 et seq.) ("ARFPD"), the SACRAMENTO COUNTY FIRE PROTECTION DISTRICT, a special district organized pursuant to the Fire Protection District Act of 1987 (Health & Safety Code Section 13800 et seq.) ("SCFPD"), and the CITY OF SACRAMENTO, a charter city and municipal corporation ("CITY"), who shall also be referred to individually as PARTY or MEMBER and collectively as PARTIES or MEMBERS.

RECITALS

WHEREAS, the PARTIES to this Agreement have and possess the power and authorization to provide fire suppression services, fire protection services, fire prevention services, emergency medical services, emergency ambulance transportation services, hazardous materials response services, weed abatement services, and related and incidental services (collectively "Fire Services") within their respective jurisdictions; and

WHEREAS, there is a need for a coordinated regional effort to finance, provide and maintain facilities, equipment, and personnel to continue providing the best possible Fire Services in the region; and

WHEREAS, there is a need, in an era of scarce public resources, to avoid unnecessary duplication of facilities, equipment and personnel by agencies providing Fire Services; and

WHEREAS, there is a need to maximize the benefits of coordinated planning and efficient provision of Fire Services based on natural service areas and population density, rather than on the basis of the territorial and political boundaries of the PARTIES; and

WHEREAS, a coordinated system can best be achieved through the cooperative action of the PARTIES operating through a Joint Powers Authority; and

WHEREAS, cooperative action can achieve cost savings and improved service to the public, and can be administered to ensure that none of the PARTIES will subsidize service provided within another PARTY's territorial boundaries; and

WHEREAS, each of the PARTIES is authorized to contract for the joint exercise of any common power under Article I, Chapter 5, Division 7, Title 1 of the Government Code (Sections 6500 et seq.);

NOW, THEREFORE, the PARTIES agree as follows:

1. PURPOSE OF THE AGREEMENT; COMMON POWER TO BE EXERCISED:

Each PARTY has in common the power to provide fire suppression services, fire protection services, fire prevention services, emergency medical services, emergency ambulance transportation services, hazardous materials response services, weed abatement services, and related and incidental services ("Fire Services"). The purpose of this Agreement is to jointly exercise that common power in the manner hereinafter set forth:

2. ESTABLISHMENT OF THE AUTHORITY: There is hereby established pursuant to the Joint Exercise of Powers Act (Section 6500 et seq. of the Government Code) an Authority which shall be a public entity separate and apart from the PARTIES to this agreement. The name of the Authority shall be the SACRAMENTO REGIONAL FIRE AUTHORITY, and shall

hereinafter be referred to as the "AUTHORITY." The boundaries of the AUTHORITY shall be coextensive with those of the PARTIES. The AUTHORITY shall be a public entity separate and apart from the PARTIES hereto, and its debts, liabilities and obligations shall not be the debts, liabilities and obligations of its MEMBERS.

3. AUTHORITY POWERS:

- (a) The AUTHORITY shall exercise its powers subject only to the restrictions upon the manner of exercising such powers as are imposed upon a _____ [select City or District; see Government Code Section 6509]
- (b) The AUTHORITY is hereby authorized to do all acts necessary to accomplish its purpose. The AUTHORITY's powers shall include, but are not limited to, the following powers:
 - (i) To exercise the common powers of its MEMBERS in providing Fire Services.
 - (ii) To make and enter into contracts, including contracts with its MEMBERS.
 - (iii) To assume contracts of any PARTY relating to provision of Fire Services.
 - (iv) To lease, acquire, construct, operate, maintain, repair, replace, and manage new or existing facilities as well as to close or discontinue the use of such facilities.
 - (v) To lease, acquire, hold and dispose of property of all kinds.
 - (vi) To incur debts, liabilities, or obligations, and to use any and all

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financing mechanisms available to the Authority, provided that all bonded indebtedness, certificates of participation or other long-term debt financing shall require the prior consent of all of the PARTIES.

- (vii) To levy and collect fees for services.
- (viii) To impose new special taxes or assessments as authorized by law to the extent allowed by law, with the prior consent of the PARTY or PARTIES within whose jurisdiction(s) the tax or assessment will be imposed.
- (ix) To invest surplus funds in accordance with state law.
- (x) To negotiate contracts with represented and unrepresented employees.
- (xi) To employ such agents, employees, consultants, independent contractors and other persons as it deems necessary to accomplish its purpose.
- (xii) To sue and be sued in its own name.
- (xiii) To apply for grants, loans, or other assistance from persons, firms, corporations, or governmental entities.
- (xiv) To prepare and support legislation related to the purposes of the Agreement.
- (xv) To provide related services as authorized by law.
- (xvi) To contract for the services of attorneys, consultants and other services as needed.

(xvii) To purchase insurance or to self-insure and to contract for risk management services.

(xviii) To adopt rules, regulations, policies, bylaws and procedures governing the operation of the AUTHORITY.

4. **AUTHORITY GOVERNING BOARD:**

- (a) **Membership.** The Governing Board of the AUTHORITY shall consist of nine members. Three members shall be members of the ARFPD Board of Directors and shall be appointed by and serve at the pleasure of the ARFPD Board of Directors. Three members shall be members of the SCFPD Board of Directors and shall be appointed by and serve at the pleasure of the SCFPD Board of Directors. Three members shall be members of the Sacramento City Council who shall be appointed by and serve at the pleasure of the Mayor of the City of Sacramento with the approval of the City Council. Any vacancy shall be filled by the appointing authority for that seat.
- (b) **Voting.** Each member of the Governing Board shall have one (1) vote. The Governing Board may take action only by the affirmative vote of at least one member appointed by each PARTY and no fewer than five affirmative votes altogether.
- (c) **Quorum.** Five members, including at least one member appointed by each PARTY, shall constitute a quorum for the transaction of business, except that less than a quorum may vote to adjourn a meeting.

- (d) Alternates. Each appointing authority may appoint one or more alternate members who shall be empowered to cast votes in the absence of the regular members or in the event of a regular member's disqualification to vote because of a conflict of interest. Any alternate for an ARFPD Director shall be another ARFPD Director. Any alternate for SCFPD Director shall be another SCFPD Director. Any alternate for a Sacramento City Council member shall be another Sacramento City Council member.
- (e) Officers. The Governing Board shall elect a chair, a vice-chair and such other officers as the Authority shall find appropriate to serve a term of one year unless terminated at the pleasure of the Governing Board. The first chair shall be a member from one of the District Board of Directors and the first vice-chair shall be a member from the City Council, and the offices shall be rotated among the PARTIES.
- (f) Meetings. The Governing Board shall provide for regular meetings, adjourned regular meetings and special meetings in accordance with the Ralph M. Brown Act (Government Code Section 54950 et seq.) or in accordance with such other regulations as the California legislature may hereafter provide. The date, time, and place of each regular meeting shall be fixed by the Governing Board. Records of all actions taken by the Governing Board shall be kept and made available to the public in accordance with applicable law.
- (g) Compensation of Board Members. Members of the Governing Board shall

be compensated for attending meetings at the rate of \$75 per meeting, per member. Total monthly compensation shall not exceed \$300 per member.

- (f) Rules and Regulations. The Governing Board may adopt from time to time such rules and regulations for the conduct of its affairs as may be required.

5. ADMINISTRATION OF AUTHORITY:

- (a) The Sacramento Regional Fire Chief shall be the chief administrative officer of the AUTHORITY and shall be responsible to the Governing Board for the proper and efficient administration of the AUTHORITY. The Governing Board shall appoint the Sacramento Regional Fire Chief ("Chief") who shall serve at the pleasure of the Governing Board. The Chief shall serve as secretary to the Governing Board, a non-voting office, and shall provide notice of, prepare and post agendas for, and keep minutes of regular, adjourned regular, and special meetings of the Board, and shall cause a copy of the minutes to be forwarded to each member of the Board.
- (b) The Sacramento Regional Fire Chief shall have the following powers:
- (i) Under the policy direction of the Governing Board, to plan, organize, and direct all AUTHORITY activities;
 - (ii) To authorize expenditures within the designations and limitations of the approved budget, subject to budget policies adopted by the Governing Board;
 - (iii) To make recommendations to and requests of the Governing Board

concerning all of the matters which are to be performed, done or carried out by the Governing Board;

(iv) To hire, supervise, and dismiss as necessary all authorized staff of the AUTHORITY.

(c) The Sacramento Regional Fire Chief shall administer the AUTHORITY such that no PARTY's contribution to the AUTHORITY budget subsidizes the provision of FIRE SERVICES in any other PARTY's jurisdiction.

(d) The principal office of the AUTHORITY shall be _____ or as may be otherwise designated by the Governing Board from time to time.

6. ASSETS AND LIABILITIES:

(a) The following assets shall be transferred to the AUTHORITY by the PARTIES:

[list assets to be transferred by each PARTY]

The disposition of assets upon withdrawal by any PARTY is governed by Section 11 of this Agreement. The disposition of assets upon termination of this Agreement is governed by Section 12 of this Agreement.

(b) The following contracts, liabilities, and obligations of the PARTIES shall be assumed by the AUTHORITY:

[list items to be assumed]

District

(c) The following assets shall not be transferred to AUTHORITY, but shall be provided by the owner for AUTHORITY use:

[list items]

- (d) [Need to develop provision relating to existing litigation, existing claims and liabilities and future claims and liabilities]
- (e) The AUTHORITY shall defend, indemnify and hold harmless ARFPD, SCFPD, CITY and each of them, and their officers, employees, and agents, with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys' fees) arising out of or in any way related to the provision of Fire Services by AUTHORITY or related to any contract assumed by AUTHORITY.
- (f) Each PARTY shall indemnify, defend and hold harmless the AUTHORITY, and its officers, employees, and agents, with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys fees) arising out of the PARTY's actions or omissions prior to the effective date of this Agreement.
- (g) Notwithstanding any other provision of this Agreement, the PARTIES agree that no immunity available to any of the PARTIES or the AUTHORITY under state or federal law or regulation shall be waived with respect to any third party claim.

7. **EMPLOYEES:** It is the intention of the PARTIES that, as soon as practicable, all personnel providing Fire Services within the AUTHORITY's boundaries be employees of the AUTHORITY. In the interim, each employee shall remain the employee of the PARTY which employed the employee on the date this Agreement becomes effective. The Governing Board

shall adopt policies, rules, and regulations for personnel relations, employment and administration, classification, compensation, and conditions of employment that shall be implemented when the AUTHORITY becomes the primary employer. The Governing Board shall also bargain with the representatives of the existing employees with the objective of unifying all employees as employees of the AUTHORITY.

8. REVENUES, BUDGETS AND FINANCIAL PROCEDURES:

(a) Contributions by the PARTIES. The PARTIES shall contribute to the AUTHORITY revenues as follows:

(i) The CITY'S contribution shall be the Fire Department's base budget net of Department revenues for 1997-1998 (the "Base Budget"), which is \$39,____,____, adjusted as set forth hereinafter, plus all revenues generated by the Fire Department.

Second Half FY 97-98: For the period January 1, 1998 through June 30, 1998, one-half of the Base Budget plus a transfer from the Fleet Reserve in the amount of \$_____, plus Department revenues.

FY 98-99: For the period July 1, 1998 through June 30, 1999, the Base Budget increased by the amount necessary to fund the labor cost increases set by the applicable bargaining agreement or agreements, plus Department revenues.

FY 99-00: For the period July 1, 1999 through June 30, 2000, the FY 98-99 contribution increased by the amount necessary to fund the labor cost increases set by the applicable bargaining agreement or agreements, plus Department revenues.

FY 00-01: For the period July 1, 2000 through June 30, 2001, the FY 99-00 contribution increased by the amount necessary to fund the labor cost increases set by the applicable bargaining agreement or agreements, plus Department revenues.

FY 01-02: For the period July 1, 2001 through June 30, 2002, the FY 00-01 contribution increased by the amount that would be necessary to fund labor cost increases equal to the percentage increases which were applicable in FY 00-01, plus Department revenues.

FY 02-03: For the period July 1, 2002 through June 30, 2003, the FY 01-02 contribution increased by the amount that would be necessary to fund labor cost increases equal to the percentage increases which

were applicable in FY 00-01, plus Department revenues.

Subsequent Years: City's contribution shall continue to be increased annually by the amount that would be necessary to fund labor cost increases equal to the percentage increases which were applicable in FY 00-01.

- (ii) ARFPD and SCFPD each shall annually contribute to the AUTHORITY no less than ___% of its revenues. ARFPD and SCFPD shall only retain such funds as are necessary to meet their administrative requirements, including ____, _____, and _____.
- (iii) Until all Fire Services employees of ARFPD, SCFPD and CITY become AUTHORITY employees, ARFPD, SCFPD and CITY may each withhold from the amounts due under subparagraphs (1) and (2) funds to pay all costs incurred in connection with its Fire Services employees. A proportionate amount of those costs shall be withheld from each payment to the AUTHORITY. Any withheld funds not actually used to pay costs incurred in connection with Fire Services employees shall be transferred to AUTHORITY.
- (iv) Payments shall be made by each PARTY to the AUTHORITY within

thirty (30) days after the PARTY receives property tax distributions from the County of Sacramento, which usually occurs in January and May. In order to provide start-up funding for the AUTHORITY for Fiscal Year 1997-1998, each PARTY shall make payments to the AUTHORITY as follows:

- (b) Taxes and Assessments: The Governing Board shall have no power to impose taxes or assessments within any PARTY's jurisdiction unless the PARTY's governing body first passes a resolution consenting to the tax or assessment.
- (c) Financing Mechanisms: All long-term debt financings, whether denominated as bonded indebtedness, certificates of participation, or any other type of financing, shall require the prior consent of all of the PARTIES.
- (d) Financial and Budget Procedures:
 - (i) The general cost administration of the AUTHORITY and any jointly operated function or joint expenditure shall be allocated to each PARTY on a pro rata basis based on each PARTY's financial contribution to the AUTHORITY.
 - (ii) All funds received by the AUTHORITY in a fiscal year, but not expended in that fiscal year, shall roll over to the succeeding year to be reallocated in the succeeding year's budget.

- (iii) The Governing Board shall adopt financial procedures for the AUTHORITY, including a statement of the Chief's authority to enter into contracts within the scope of the annual budget without Governing Board approval.
- (iv) In addition to annual adoption of the AUTHORITY budget, a midyear review shall be presented to the Governing Board each year.
- (v) The fiscal year for the AUTHORITY shall be July 1st through the next following June 30.

9. TREASURER, AUDITOR-CONTROLLER, LEGAL COUNSEL:

- (a) The Treasurer and the Auditor-Controller of the _____ shall be the Treasurer and Auditor-Controller of the AUTHORITY. The Treasurer and the Auditor-Controller shall comply strictly with the provisions of the statutes relating to their duties found in Government Code Section 6500 et seq.
- (b) The Controller of the AUTHORITY shall cause an independent audit of the AUTHORITY finances to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Government Code. The Controller of the AUTHORITY shall draw warrants to pay demands against the AUTHORITY. The Auditor shall account for all funds belonging to the Authority and shall prepare reports of all receipts and disbursements in accordance with standard accounting procedures.
- (c) The Treasurer of the AUTHORITY shall be the depositor and the custodian of all the money of the AUTHORITY from whatever source and shall to the

fullest extent permitted by law invest any surplus for the benefit of the
AUTHORITY.

- (d) Legal counsel to the AUTHORITY shall be appointed by the Governing Board and shall serve at the pleasure of the Governing Board.

10. **ADMISSION OF NEW MEMBERS:** Additional public entities may become members of this AUTHORITY on such terms and conditions as are approved by the Governing Board with the prior consent of each existing member of the AUTHORITY, evidenced by the execution of a written addendum to this agreement signed by all of the MEMBERS, including the additional MEMBER(S).

11. **TERM OF AGREEMENT AND WITHDRAWAL:** The term of this Agreement shall be three and one-half years, commencing on January 1, 1998 and terminating on June 30, 2001, and may be extended for one (1) additional three-year term if approved by all of the PARTIES. Any PARTY to this agreement may withdraw from the AUTHORITY as of the end of any fiscal year, but in no event earlier than June 30, 2001, upon no less than six months' written notice to the other PARTY or PARTIES and to the AUTHORITY. The AUTHORITY shall transfer to the withdrawing PARTY all property and assets contributed to the AUTHORITY by the PARTY and all property and assets acquired by the AUTHORITY with the PARTY's financial contributions for use in AUTHORITY operations which have not been consumed for AUTHORITY operations prior to the effective date of the withdrawal; provided, however, that when any part of the withdrawing PARTY's contribution has been commingled with the contribution of another PARTY to acquire an asset from which the withdrawing PARTY's share is not readily extricable without injury to the asset or its functionality, there shall be no transfer to the withdrawing PARTY in consideration of the PARTY's contribution to that asset. Any

withdrawing PARTY shall remain liable for payment of its proportionate share of any bonded indebtedness or other long-term financing of the Authority incurred prior to the date of withdrawal. Withdrawal by all but one of the PARTIES shall constitute a termination of this Agreement.

12. DISPOSITION OF AUTHORITY ASSETS AND LIABILITIES UPON TERMINATION:

- (a) If there is a successor public entity which will carry on the activities of the AUTHORITY and assume all of its assets, liabilities, obligations, and funds, including any interest earned on AUTHORITY funds, remaining upon termination of this Agreement, the assets, liabilities, obligations and funds shall be transferred to the successor public entity.
- (b) If there is a successor public entity which would undertake some of the functions of the AUTHORITY and assume some of its assets, liabilities, obligations, and funds, including any interest earned on AUTHORITY funds, remaining upon termination of this Agreement, the assets, liabilities, obligations and funds shall be allocated by the Governing Board between the successor public entity and the PARTIES.
- (c) If there is no successor public entity which would carry on any of the activities of the AUTHORITY or assume any of its assets, liabilities, obligations, and funds, including any interest earned on deposits, remaining upon termination of this Agreement, the assets and funds shall be returned to the PARTIES in proportion to the contribution of each PARTY to the AUTHORITY during the term of its participation in the AUTHORITY.

13. **INSURANCE:** The AUTHORITY shall maintain adequate liability and other insurance or a self-insurance program for its operations and shall give the PARTIES adequate assurance that the PARTIES, their officers and employees, are not deemed to assume any liability for intentional or negligent acts or omissions of the AUTHORITY, or any officer, employee, or agent of the AUTHORITY. AUTHORITY shall include each of the PARTIES as additional insureds under any policy of liability insurance.

14. **LIABILITY OF GOVERNING BOARD:** Except as otherwise provided in this Agreement or limited by law, the funds of the AUTHORITY shall be used to defend, indemnify and hold harmless any member of the Governing Board for his or her actions taken within the scope of the authority of the AUTHORITY. Nothing herein shall limit the right of the AUTHORITY to purchase insurance to provide coverage for the liability described herein.

15. **AMENDMENTS:** This agreement may be amended by mutual agreement of the governing bodies of the PARTIES. No amendment shall be effective unless it has been executed by all PARTIES

16. **COUNTERPARTS:** This agreement, or any amendment to this agreement, may be executed in duplicate counterparts, all of which together shall constitute a single instrument.

17. **CONSENT OF PARTIES:** The consent or approval of a PARTY in any matter requiring the approval of the PARTY shall be evidenced by a copy of a resolution adopted by the governing body of the PARTY filed with the AUTHORITY.

18. **CONFLICT RESOLUTION:** A PARTY shall be free to bring all differences of interpretation regarding, and all disputes arising in connection with, this Agreement or the operation of the AUTHORITY to the attention of the other PARTY(IES) at any time. Such communications shall be deemed positive and may be made without prejudicing the harmonious

relationship between the PARTIES and operations of the AUTHORITY. Within thirty (30) days after receiving a written statement of a difference of interpretation or a dispute (hereinafter "Statement"), the AUTHORITY Governing Board shall appoint and convene a panel comprised of three (3) Board members/alternates. This panel shall be charged with effecting a mutually satisfactory solution.

Should the panel be unable to effect a mutually satisfactory solution within thirty (30) days of receipt of the Statement, the party filing that Statement may cause the matter to proceed to mediation. In such case, a neutral mediator shall be appointed. If the parties are unable to agree upon a mediator, a list of five (5) names shall be requested from the State Mediation and Conciliation Service and the parties shall alternately strike names to select the mediator. The mediator's role shall be to effect a mutually satisfactory solution or, in the alternative, to issue an advisory statement of solution. The costs of the mediator shall be divided between the PARTY requesting mediation (one-half) and the AUTHORITY (one-half). As for any other costs in the mediation, each party shall bear its own respective costs.

Any controversy, claim, or breach arising out of or relating to this Agreement which the PARTIES are unable to resolve to their mutual satisfaction may be litigated or otherwise resolved in any court having jurisdiction.

19. NOTICES: Notice to any PARTY shall be deemed given when mailed, first class, postage prepaid, to the address set forth below, or when faxed to the fax number set forth below.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement on the date set forth above.

AMERICAN RIVER
FIRE PROTECTION DISTRICT

By _____
Chairperson of the Board

Address: _____

Fax: _____

CITY OF SACRAMENTO

By: _____
Mayor

By: _____
William H. Edgar, City Manager

Address: _____

Fax: _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

DEPUTY CITY ATTORNEY

SACRAMENTO COUNTY
FIRE PROTECTION DISTRICT

By _____
Chairperson of the Board

Address: _____

Fax: _____

ATTEST:

DISTRICT CLERK

APPROVED AS TO FORM:

DISTRICT COUNSEL

MEMORANDUM OF UNDERSTANDING AMONG
AMERICAN RIVER FIRE PROTECTION DISTRICT, SACRAMENTO COUNTY
FIRE PROTECTION DISTRICT, AND CITY OF SACRAMENTO RE:
FEASIBILITY AND DESIRABILITY OF IMPLEMENTING
REGIONAL FIRE SERVICES

This Memorandum of Understanding ("MOU") is entered into as of _____, 1997, by and among the American River Fire Protection District ("ARFPD"), the Sacramento County Fire Protection District ("SCFPD"), and the City of Sacramento ("City").

RECITALS

A. Each of the parties to this MOU has and possesses the power and authorization to provide fire suppression services, fire prevention services, emergency medical services, hazardous materials response services, and related and incidental services (collectively, "Fire Services") within its respective jurisdiction.

B. To provide the best possible services to the public, it is in the public interest to explore the feasibility and desirability of providing some or all of the Fire Services on a regional, rather than jurisdiction-by-jurisdiction, basis.

C. It is timely for the parties to consider implementing regional fire services. The purpose of this MOU is to recognize the need for regional planning, to create a bond of cooperation among the parties, to develop a proposed form of governance for a Regional Fire Service, to invite other interested jurisdictions to participate in regional planning, and to authorize staff from each jurisdiction to support a Task Force in preparing recommendations to the parties concerning regionalization of Fire Services.

UNDERSTANDING

1. The objective of the parties in establishing the Regional Fire Services Task Force is to explore whether developing unified regional fire services in one or more of the following areas will improve use of existing resources to provide the best possible service to the public:

- a. Develop a proposed structure and form of governance for a future
Regional Fire Service
- b. Fire station location
- c. Advanced life support and other emergency medical services
- d. Training
- e. Fire Prevention
- f. Hazardous Materials Response
- g. Fire Investigation
- h. Fleet
- i. Communications
- j. Data services
- k. Risk management (workers' compensation; general liability)

2. The Regional Fire Services Task Force shall consist of two elected members of the governing body of each of the parties, selected as each party may determine. The Task Force shall be supported by staff from each of the parties.

3. The parties desire to expand the exploration process to include other fire agencies from within the County of Sacramento as well as other fire agencies from outside the County of Sacramento but within the Sacramento region, and encourage other parties to express interest and participate in the regional planning process. New parties may be added to this MOU upon the unanimous consent of the existing parties.

4. Recommendations by the Task Force shall be presented to the governing body of each of the parties. None of the parties shall be obligated to adopt the recommendations of the Task Force.

5. This MOU and the Regional Fire Services Task Force shall remain in effect as long as the parties deem appropriate. Any party may withdraw from the MOU and the Task Force by providing written notice of withdrawal to each of the other parties.

AMERICAN RIVER
FIRE PROTECTION DISTRICT

SACRAMENTO COUNTY
FIRE PROTECTION DISTRICT

CITY OF SACRAMENTO

APPROVED AS TO FORM:

DISTRICT COUNSEL

APPROVED AS TO FORM:

DISTRICT COUNSEL

APPROVED AS TO FORM:

CITY ATTORNEY