

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 herein, 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 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 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.

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.

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.

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 Mike Conroy  
Mayor

ATTEST:  
Robert L. Giza  
Town Clerk

TOWN OF FAIRFAX  
BY [Signature]  
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 [Signature]

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 R. Brown  
Town Clerk

TOWN OF FAIRFAX

BY

Ken J. Lynn  
MAYOR

TOWN OF SAN ANSELMO

BY

James O. Y. Johnson  
MAYOR

ATTEST:

Caroline Foster  
Town Clerk



AGREEMENT

THIS AGREEMENT is made this 16<sup>TH</sup> day of June, 1980 by and between the TOWN OF SAN ANSELMO ("Town") and the SLEEPY HOLLOW FIRE PROTECTION DISTRICT ("District");

In consideration of the mutual promises hereinafter made, the parties agree as follows:

1. REVOCATION OF PRIOR AGREEMENT.

The agreement of May 25, 1976 between Town and District is revoked.

2. SERVICES BY TOWN.

Throughout the term of this agreement, Town will provide fire protection, first aid and rescue services within the territory of District to the same standard as within Town.

3. CONSIDERATION.

District shall pay Town 23% of the labor (salary and benefits) cost of Town's Fire Department, as budgeted in Town's final budget for each fiscal year throughout the term of this agreement, exclusive of CETA or like funding. District shall be notified in writing of the sum so determined immediately following final budget adoption and no later than July 15th of each year. Payments shall be made semi-annually in equal installments in the months of December and June.

4. TERM.

The term of this agreement shall be twenty-five (25) years commencing July 1, 1980 unless sooner terminated by:

(a) Written notice by either party to the other party first given on or before June 30th of any year, effective no sooner than June 30th two years thereafter, or

(b) A jurisdictional reorganization under the Municipal Reorganization Act affecting both parties.

5. ENTIRE AGREEMENT.

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

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first hereinabove written.

TOWN OF SAN ANSELMO

BY Woodrow V. Capurro  
WOODROW V. CAPURRO, Mayor

ATTEST:

Caroline Foster  
CAROLINE FOSTER, Town Clerk

SLEEPY HOLLOW FIRE PROTECTION DISTRICT

BY David L. Fife  
Chairman

Edward J. Foulds  
Board Member

John J. [Signature]  
Board Member

ATTEST:

[Signature]  
Secretary