



SERVING THE RURAL AREAS OF NORTHERN EL DORADO COUNTY

REGULAR MEETING

BOARD PACKET

Tuesday, November 7, 2023

EL DORADO REGIONAL FIRE AUTHORITY

Serving the Rural areas of Northern El Dorado County



REGULAR MEETING AGENDA

Board of Directors

Station 83 - 5221 Deer Valley Rd. Rescue, CA 95672

Tuesday, November 7, 2023

9:30 a.m.

1. **CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE**
2. **APPROVAL OF AGENDA**
3. **PUBLIC COMMENTS** – Any member of the public may address the Board on any matter within the jurisdictional authority of the District. Comments shall be limited to three minutes per person or such other time limit as may be imposed by the President to enable the Board to complete its agenda within a reasonable period.
4. **DIRECTORS ITEMS**
5. **CONSENT CALENDAR**
 - a. **APPROVAL OF MINUTES**
 - i. October 3, 2023, Meeting
 - b. **FINANCIAL INFORMATION**
 - i. Monthly Financials
6. **CHIEF'S REPORT**
7. **ACTION ITEMS**
 - a. **FIRE CHIEF MENTORS**
 - i. Introduction of Larry Holms – Retired Fire Chief Orange County Fire Authority
 - ii. Discussion regarding Steven Lieberman – Five Cities Fire Authority

b. CURRENT LEGAL FEES DUE

i. \$4,400

c. TERMINATION OF SERVICES WITH MEYERS NAVE PROFESSIONAL CORPORATION

d. APPROVAL OF NEW LAW FIRM COLANTUONO, HIGHSMITH & WHATLEY, PC

e. EMPLOYER IDENTIFICATION NUMBER AND FDID DID NUMBER

i. EIN # 93-3927804

ii. FDID #

f. EDRFA FORMATION JPA AGREEMENT

g. BYLAWS

h. JOB DUTIES AND RESPONSIBILITIES

i. Fire Chief

ii. Assistant Chief

iii. Secretary

i. Banking Services

8. FUTURE AGENDA ITEMS

9. PUBLIC COMMUNICATION

**10. NEXT MEETING DATE AND ADJOURNMENT - Next Regular Meeting December XX, 2023,
at XX a.m. at XX District.**

In compliance with The Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting via teleconference, please contact Chief Glenn Brown by telephone at 530.333.4111. Requests must be made as early as possible and at least one full business day before the start of the meeting.

In accordance with Government Code Section 54954.2(a), this agenda was posted on the District's front door at Georgetown Fire District, at 6281 Main Street, Georgetown, California, on February 3, 2023.

/s/ Glenn Brown

October 31, 2023

Chief Glenn W. Brown

Date



EL DORADO REGIONAL FIRE AUTHORITY

Serving the Rural areas of Northern El Dorado County



AGENDA

Board of Directors Meeting

Garden Valley Fire Station #51, 4860 Marshall Rd, Garden Valley, CA

October 3, 2023, 9:30 a.m.

1. **CALL TO ORDER:** Directors present are Mike Webb GFPD, Linnea Ugglá MFPD, Penny Humphrey RFPD, and Mark Spaugh GVFPD. Others present include: Chief Wes Norman GVFPD, Ken Pauley GFPD, Chief Jack Rosevear MFPD, Chief Glen Brown GFPD, Chief Ransdell RFPD, Ed Hawkins GVFPD and Don Stever MVFPD.
2. **PLEDGE OF ALLEGIANCE:** Pledge of Allegiance is conducted
3. **APPROVAL OF AGENDA**
 - a. **STANDARD AGENDA PROCESS/APPEARANCE:** Penny Humphrey moves to add an open order/open forum to the agenda as well as guests presents. Linnea Ugglá seconds the motion. All are in favor and the agenda is approved.
4. **APPROVAL/EDIT PREVIOUS MINUTES:** No items are provided for approval
5. **SWEARING IN OF ALTERNATE BOARD MEMBERS:** Ed Hawkins takes the oath of office. He is Sworn in by Mike Webb as an alternate for Garden Valley.
6. **APPOINTMENT OF EXECUTIVE DIRECTOR/FIRE CHIEF/CHIEF ADMINISTRATIVE OFFICER:** The Board has a discussed what the role of this position is and what the official title should be. Mark Spaugh and Mike Webb do agree that the roles are that of a Fire Chief. There is also discussion of the Administrative tasks that would be involved in the position and how it would cut into the regular work schedule. The Board agrees the administrative part of the position is a huge task on its own. The position holder would be the main liaison for all the districts in providing all the information and communications to all members. Mark Spaugh suggests that this position as well as the assistant position should be a rotating position. The Fire Chief's Present agree with the rotating position idea. Calendar year preferably. It is agreed that the titles of the positions should be called Fire Chief and Assistant Fire Chief. Penny Humphrey questions if the Fire Chief of the authority would be in charge of directing "fire assignments"? Mike Webb informs that at this point each department is in charge of their own district's fire assignments. The Fire Authority is to focus more on the administrative part of the authority itself. Operationally things will stay the same. Chief Ransdell offers the idea that it is a team effort but the Fire Chief of the authority would essentially be the face of the districts (authority). Mark Spaugh Motions that positions for a Fire Chief and Assistant Chief to established as well as the appointing the Chairman of the Board to be the 3rd alternate for representing the Authority in the absence of the Chief and Assistant Chief. Penny Humphrey seconds the motion. The motions is approved 4-0.

10. SET NEXT MEETING DATE: November 7th will be the next meeting tentatively at Rescue, 9:30 am.

11. ADJOURN: Linnea Uggle moves to adjourn , Penny Humphrey seconds. All are in favor and the meeting is adjourned at 10:37am.



Georgetown Fire Protection District
Neighbors Helping Neighbors Since 1854



7 B



A Professional Corporation
1999 HARRISON STREET, 9th FLOOR
OAKLAND, CA 94612
510-808-2000
Tax ID 94-3050358

RECEIVED

OCT 20 2023

October 13, 2023

Glenn Brown, Fire Chief
Georgetown Fire Protection District
6281 Main Street
Georgetown, CA 95634

Invoice No. 210190
Client No. 2457
Matter No. 001

INVOICE SUMMARY

For Professional Services Rendered Through September 30, 2023

CLIENT: Georgetown Fire Protection District
MATTER: Joint Powers Agreement

Total Professional Services	\$ 1,650.00
Total Costs	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 1,650.00
Outstanding Balance	<u>\$ 2,750.00</u>
TOTAL BALANCE DUE	<u>\$ 4,400.00</u>

Retainer Remaining Balance \$ 2,500.00

Client No. 2457
Matter No. 001

October 13, 2023
Invoice No. 210190

PROFESSIONAL SERVICES

Date	Init	Description	Hours	Rate	Amount
8/01/23	JDB	Review and revise agreement.	.90	500.00	450.00
8/11/23	JDB	Review draft revisions to JPA.	.30	500.00	150.00
8/16/23	JDB	Review revised draft of JPA.	.30	500.00	150.00
8/16/23	JDB	Review revised version of JPA, transmit to Glenn Brown.	.90	500.00	450.00
8/17/23	JDB	Review and revise revised version of JPA.	.90	500.00	450.00
TOTAL PROFESSIONAL SERVICES					\$ 1,650.00

SUMMARY OF PROFESSIONAL SERVICES

Name	Init	Title	Hours	Rate	Total
John D. Bakker	JDB	Sr. Principal	3.30	500.00	1,650.00
Total			3.30		\$ 1,650.00

TOTAL THIS INVOICE \$ 1,650.00

Client No. 2457
 Matter No. 001

October 13, 2023
 Invoice No. 210190

OUTSTANDING INVOICES

Invoice Number	Date	Invoice Total	Payments Received	Ending Balance
208687	8/31/23	2,750.00	.00	2,750.00
		OUTSTANDING BALANCE		\$ 2,750.00
		Balance Due This Invoice		<u>\$ 1,650.00</u>
		TOTAL BALANCE DUE		<u><u>\$ 4,400.00</u></u>

AGED ACCOUNTS RECEIVABLE

Current - 30	31 - 60	61 - 90	91 - 120	Over 120	Total
\$.00	\$ 2,750.00	\$.00	\$.00	\$.00	\$ 2,750.00

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COLANTUONO
HIGHSMITH
WHATLEY, PC

GARY B. BELL | (916) 898-0049 | GBELL@CHWLAW.US

October 18, 2023

VIA ELECTRONIC MAIL

Glenn Brown, Fire Chief
Wes Norman, Assistant Fire Chief
El Dorado Regional Fire Authority

Re: Proposal to Provide General Counsel Services

Dear Chief Brown:

Thank you for the opportunity to propose our services as General Counsel to the El Dorado Regional Fire Authority ("Authority"). I and everyone at Colantuono, Highsmith & Whatley (CHW) would be very pleased to represent the Authority.

Enclosed with this cover letter is a formal proposal to provide General Counsel services to the Authority. Our firm is well positioned and prepared to serve the Authority in this capacity. In addition to our Joint Powers Authority clients, we are General Counsel to fire districts, community services districts, utility districts, and park and recreation districts, as well as cities, LAFCOs, and other local government agencies throughout the state, allowing us to provide advice and counsel in a broader context to help achieve our clients' goals.

We propose Alexandra M. Jack, Gary B. Bell, Teresa L. Highsmith, and Michael G. Colantuono with primary responsibility for providing General Counsel services. The other talented and experienced attorneys at CHW will also be available to assist the Authority based on need and expertise.

Our hourly rates are based upon the experience, reputation and ability of the lawyer or legal assistant performing the services. While our rates range between \$255 and \$575 per hour for attorneys' time, and between \$145 and \$190 for the time of paralegals and legal assistants, as a courtesy to you, we can offer a discounted rate by providing General Counsel services at our standard rates capped at \$250 per hour and Special Counsel services at our standard rates capped at \$300 per hour, as discussed in more detail below. In the event litigation services are needed, we propose our standard rates capped at \$350 per hour for this work. For all types of services, "standard rates capped" means the Authority will not be charged more per hour, even if the

333 UNIVERSITY AVENUE, SUITE 200, SACRAMENTO, CALIFORNIA 95825 | (530) 432-7357
GRASS VALLEY | PASADENA | SACRAMENTO | SOLANA BEACH | SONOMA

attorney's standard rate is higher, and will charged less if the attorney's standard rate is lower. We always perform legal services with a basic tenet in mind: the Authority should be provided the highest level of service by the most cost-efficient attorney, depending on the task and with the Authority's input.

Before proposing our services to any potential client, we perform a thorough search of our existing and past clients to determine if any other representations might prevent us from performing the services. We have concluded this search and do not believe any past or present representations prevent us from representing the Authority. We currently provide services to Garden Valley Fire Protection District, and have provided services to Georgetown Fire Protection District, neither of which would prevent our representation of the Authority. In the event consent is needed from either district prior to our representation of the Authority, we will secure that consent in compliance with the Rules of Professional Conduct prior to commencing work. Additionally, in circumstances where we represent one member of a Joint Powers Authority prior to the representation of the Joint Powers Authority, we request a provision in the legal services agreement authorizing our continued representation of the member in the event our representation of the Joint Powers Authority ends or a conflict arises. We will propose a similar provision if we are selected to represent the Authority.

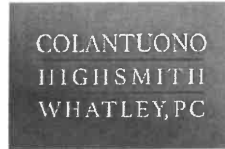
Our core commitment is to provide advice our clients find helpful, understandable, and fairly priced. If we can provide any further information to assist your review of this proposal, please let me know. Thank you for the opportunity to propose our services to the El Dorado Regional Fire Authority.

Sincerely,

A handwritten signature in black ink that reads "Gary B. Bell". The signature is written in a cursive style with a large initial "G" and "B".

Gary B. Bell

Pasadena | Sacramento | Grass
Valley | Sonoma | Solano Beach |
www.chwlaw.us



333 University Avenue, Suite 200
Sacramento, CA 95825
(530) 432-7357

**PROPOSAL TO
EL DORADO REGIONAL FIRE AUTHORITY
FOR
GENERAL COUNSEL SERVICES**

October 18, 2023

SUBMITTED BY:

Gary B. Bell, Esq.
Alexandra M. Jack, Esq.
Teresa L. Highsmith, Esq.
Michael G. Colantuono, Esq.
Colantuono, Highsmith & Whatley, PC
333 University Avenue, Suite 200
Sacramento, CA 95825

Telephone: (530) 432-7357
Facsimile: (530) 432-7356
E-mail: GBell@chwlaw.us

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Part 1. Description and Summary of Qualifications

Firm Introduction

Colantuono, Highsmith & Whatley is a municipal law firm established in 2002 with offices in Sacramento, Grass Valley, Pasadena, Sonoma, and Solana Beach. Our firm has significant experience representing Joint Powers Authorities in every aspect of their legal needs. Gary has represented local governments exclusively during his legal career, including advising or serving as General Counsel to Joint Powers Authority clients – the Pajaro Regional Flood Management Agency and the Upper Valley Waste Management Agency. In addition to serving as General Counsel for Joint Powers Authorities, Gary is General Counsel to several special districts, such as Garden Valley Fire Protection District, Pine Grove Community Services District, Peninsula Community Services District, and River Pines Public Utility District, and he currently serves as City Attorney for the City of Novato, Town Attorney for the Town of Yountville, and City Attorney for the City of Auburn. Gary frequently advises on all aspects of public agency law and represents and advises clients as members of Joint Powers Authorities.

Alexandra M. Jack has been advising public agencies for the majority of her legal career and most recently as Assistant General Counsel for the Garden Valley Fire Protection District and Assistant City Attorney for the City of Auburn, the City of Novato, and the City of Lakeport.

A full list of the firm's public agency client list is attached as Attachment "A." A list of the firm's private clients is attached as Attachment "B."

The firm's core values are to provide understandable, practical, helpful, and fairly-priced advice to local government clients. With 33 attorneys, our law firm brings significant breadth and depth of experience for the Authority's legal needs while having the small-firm flexibility to keep costs low. This combination uniquely positions our firm to provide high-quality General Counsel services to the Authority with close and consistent contact with the attorneys providing those services.

Terri has more than 30 years of experience advising public agency clients regarding all aspects of public employment law. Terri's personnel and labor practice includes management and harassment training for cities, assisting in bargaining and drafting MOU's and other employment agreements, preparing personnel rules, and providing ongoing legal assistance in labor and employment disputes, grievances and discipline matters, and other employment issues applicable to both safety and non-safety public employees. In addition to providing labor and employment advice to our firm's various clients throughout California, Terri is labor advisor to the Southeast Los Angeles County Work Force Investment Board and the SELACO WIB's Policy Board (a 5-city JPA which appoints member of the WIB).

Michael adds substantial depth to the firm's municipal practice as a founding member of the firm with over 35 years' experience and is perhaps the state's leading expert on the law of

local government revenues, including Propositions 13, 218, and 26. Michael leads the team on all public financing matters, with a particular focus on setting, defending, and challenging retail and wholesale water rates. He also chaired the League of California Cities Committee that wrote the League's Propositions 26 and 218 Implementation Guide

In our service as General Counsel and in our special counsel practice, we provide advice to public agencies on all facets of public agency law, including the Brown Act, conflicts of interest law, the Public Records Act, land use and planning, the California Environmental Quality Act (CEQA), public revenues and financing, labor and employment, redevelopment dissolution, housing, election law, and any related litigation. The firm prides itself on its extensive public law experience, its commitment to problem-solving, and a focus on ethical, creative, affirmative, and intelligent advice and representation, which our clients find both helpful and understandable.

Personnel Introduction

Gary B. Bell

Gary is a Shareholder in Colantuono, Highsmith & Whatley's Sacramento office and has been with the firm since 2015. He has represented municipal and public agency clients exclusively since joining the California State Bar in 2012. He currently advises the Pajaro Regional Flood Management Agency (2021-present), the Upper Valley Waste Management Agency (2020-present), Garden Valley Fire Protection District (2016-present), the Pine Grove Community Services District (2018-present), the Peninsula Community Services District (2020-present), the River Pines Public Utility District (2020-present), the Local Agency Formation Commission (LAFCO) of Napa County (2022-present), and the First 5 Yuba Commission (2016-present), as well as the City Attorney for the City of Auburn (2019-present; previously Assistant City Attorney 2015-2019), the Town Attorney for the Town of Yountville (2016-present), and the City Attorney for the City of Novato (2022-present; previously Assistant City Attorney 2021-2022).



Gary's practice covers a range of public law issues, including land use, CEQA, public works contracting, contracts, labor and employment law, constitutional law, code enforcement, conflicts of interest, open meetings and records laws, post-redevelopment issues, and matters involving Local Agency Formation Commissions (LAFCOs). Gary regularly counsels Joint Powers Authorities, cities and special districts on matters related to solid waste, water and wastewater systems including rate setting, code enforcement proceedings, and drafting of complex franchise agreements. Gary was named a Top 40 Under 40 California Lawyer by the Daily Journal Corporation in 2020.

Before joining CHW, Gary served as City Attorney for the City of Firebaugh (2014-2015) and advised municipal clients throughout California on a wide range of issues, including counties, cities, Joint Powers Authorities, school districts, and special districts (2014-2015). He also

previously advised the California Special Districts Association (CSDA) regarding operations and legislative advocacy (2011-2013).

Gary graduated with highest honors from UC Santa Cruz in 2008 with a B.A. in psychology. He received his J.D. in 2012 from the UC Davis School of Law, where he was staff editor of the UC Davis Business Law Journal and a research assistant in constitutional law. While at Davis, Gary worked as a law clerk in the Governor's Office of Legal Affairs and as a legal extern at the Placer County Superior Court.

Before law school, Gary served as a Senate Fellow for the California State Senate in Sacramento, where he staffed the Senate Local Government Committee and worked on legislation of interest to California's local governments.

Licenses:

- California State Bar No. 288360; Admitted December 2012

Education:

- J.D., 2012: University of California, Davis
- B.A., 2008: University of California, Santa Cruz

Other Experience:

- Hearing officer, County of Nevada, nuisance abatement, administrative citation, and marijuana cultivation appeals.

Practice Areas:

- Public Law
- Elections Law
- Contracts
- Public Works Contracting
- Joint Powers Authority Formation and Representation
- Labor and Employment Law
- Municipal Finance Law
- Conflicts of Interest
- Constitutional Law
- Code Enforcement
- Land Use, Planning, and CEQA
- Open Meetings and Records Law
- Redevelopment Dissolution
- Local Agency Formation Commission (LAFCO) Law
- Special Districts

Presentations:

- Presenter, **California Special Districts Association (CSDA) AB 1234 Training (2023)**
- Presenter, **California Special Districts Association (CSDA) 2022 Annual Conference: Special Districts and LAFCo – Past Successes and Future Challenges**
- Presenter, **California Special Districts Association (CSDA) 2022 Annual Conference: Special Taxes by Majority Voter Approval: How, When, and Why**
- Presenter, **League of California Cities (Cal Cities) 2022 Annual Conference: Practical Tips for Reviewing Public Works Contracts (City Attorneys Programming)**
- Presenter, **California Special Districts Association (CSDA) AB 1234 Training (2022)**
- Presenter, **California Special Districts Association (CSDA) 2021 Annual Conference: Taxes, Assessments, and Fees: Recent Developments and Considerations for Your Authority**
- Presenter, **California Special Districts Association (CSDA), 2021 Special Authority Leadership Academy (SDLA): Outside Oversight: The Powers and Functions of Civil Grand Juries and LAFCo**
- Presenter, **Napa-Solano International Code Council (2019)**
- Presenter, **California Special Districts Association (CSDA) 2019 Annual Conference: Special Authority LAFCo Involvement**
- Presenter, **CALAFCO Staff Workshop (2019)**
- Presenter, **California Special Districts Association (CSDA) Webinar (2019): Special Authority LAFCo Involvement**
- Presenter, **California Special Districts Association (CSDA) AB 1234 Training (2018)**

Publications:

- Contributor, **California Special Districts Association (CSDA) eNews (May 2021): *Special Taxes Now Easier to Pass***
- Contributor, **Western City Magazine (Oct. 2019): *Wayfair Decision Means More Sales and Use Tax Revenues for Cities***
- Contributor, **California Special Districts Magazine (2019): *LAFCos and Involuntary Dissolutions and Consolidations***
- Contributor, **Western City Magazine (June 2018): *U.S. Supreme Court Revisits Sales and Use Taxes in the E-Commerce Age***
- Editor, **The California Municipal Law Handbook (Cal CEB), Chapter 3 (Elections) and Chapter 6 (Franchises) (2016, 2017, & 2018)**

Recognitions/Committees:

- Recipient, **Daily Journal Corporation: Top 40 Under 40 (2020)**
- Member, **League of California Cities Legal Advocacy Committee (LAC) & LAC Executive Committee (2020-2022)**
- Juror, **Gordon D. Schaber Mock Trial Competition (2019, 2020, 2021 & 2022)**
- Member, **CALAFCO Legislative Advisory Committee (2018-present)**
- Member, **CALAFCO Legislative Committee (2016 & 2017)**

Alexandra M. Jack

Alex is an associate in our municipal advisory practice group and resident in our Sacramento office. She has a wide variety of experience in real property, land use, the Brown Act, Public Records Act, conflicts of interest, CEQA, public works contracts, economic development, and associated litigation. She currently serves as the Assistant General Counsel for the Garden Valley Fire Protection District and Assistant City Attorney for the City of Auburn, the City of Novato, and the City of Lakeport. She also provides support to CHW's other general counsel clients throughout Northern California.



Before joining CHW Alex litigated land use and environmental cases and consulted public entities on land use and right-of-way matters.

Alex received her law degree from the University of the Pacific, McGeorge School of Law. While at law school, she was a law clerk for a property, tax, and estate planning firm. She also externed for the Pacific Legal Foundation, focusing on constitutional rights. Alex served as the President of the Federal Bar Association and the Tax Law Society, a Student Representative for the American Bar Association, and a student government committee member. Alex graduated with certificates in Business Law and Tax Law.

Alex earned her Bachelor of Science *summa cum laude* at Arizona State University, majoring in Justice Studies, with a minor in Political Science.

Licenses:

- California State Bar No. 330843; Admitted May 2020

Education:

- J.D., 2019: University of the Pacific, McGeorge School of Law (Sacramento)
- B.S., 2016: Arizona State University (Tempe)

Practice Areas:

- Public Law
- Contracts
- Public Works Contracting
- Joint Powers Authority Formation and Representation
- Conflicts of Interest
- Constitutional Law
- Code Enforcement
- Land Use, Planning, and CEQA
- Open Meetings and Records Law
- Labor and Employment Law
- Municipal Finance Law

Presentations:

- Presenter, **California Special District Association (CSDA) AB 1234 Training** (2022, 2023)

Publications:

- Editor, **The California Municipal Law Handbook** (Cal CEB), Chapter 5 (Finance and Economic Development) (2022)
- Contributor, **International Right-of-Way Association Magazine (IRWA)** (October 2021): *Ethics for Right of Way Professionals*

Recognitions/Committees:

- Recipient, **Super Lawyers: Rising Star** (2023)
- Member, **League of California Cities Emergency Preparedness Committee** (2022-2023)
- Representative, **International Right-of-Way Association Young Professional Committee** (2022-2023)
- Secretary, **Sacramento County Bar Association Barrister's Committee** (2023)

Teresa L. Highsmith

Terri is a Shareholder with Colantuono, Highsmith & Whatley and has specialized in municipal law since 1991. She has a broad range of experience in areas of concern to local governments, including zoning and land use regulation, drafting of legislation, public water supply distribution and other water and utility issues, labor and employment issues, post-redevelopment, contracts, housing authority law (state and federal requirements) and affordable housing, Joint Powers Authority formation and agreements, personnel and labor matters, public works and public bidding requirements, open meetings law, Public Records Act requests, and conflicts of interest.



As an integral member of the municipal advisory team, Terri is an experienced City Attorney, currently serving as the City Attorney of the City of Martinez, and previously serving as City Attorney to the Cities of Barstow (2011 to 2021), Sierra Madre (2012 to 2020), and South Pasadena (2014-2021), including each City's role as Successor Agency to its former Redevelopment Agency. During post-redevelopment, Terri also served as General Counsel to the Oversight Boards for former redevelopment agencies in Huntington Park, Pomona, Rialto, San Bernardino, San Gabriel, and Temple City. Terri also serves as General Counsel to the Southeast Los Angeles County Work Force Investment Board and the SELACO WIB's Policy Board (a 5-city JPA which appoints member of the WIB), and from 2012-2021, as General Counsel to the Orangeline Development Authority — a JPA comprising 15 cities formed to pursue development of a high speed, grade separated, environmentally friendly, and energy efficient transit system in Southern California.

As the leader in our firms' multi-member labor team, Terri's personnel and labor practice includes management and harassment training for cities, assisting in bargaining and drafting MOU's and other employment agreements, preparing personnel rules, and providing ongoing legal assistance in labor and employment disputes, grievances and discipline matters, and other employment issues applicable to both safety and non-safety public employees. In addition to providing labor and employment advice to our firm's various clients throughout California, Terri is labor advisor to the Citrus Heights Water District.

Prior to joining the Firm, Terri served the City of Alameda as its City Attorney (2006 – 2011) and Assistant City Attorney (1997– 2006) and was General Counsel to the Alameda Housing Authority, the Alameda Power & Telecom (public electric company), and the Alameda Reuse and Redevelopment Authority, a joint powers authority created to acquire and redevelop the former Naval Air Station, Alameda. Prior to her 14 years with the City of Alameda, Terri represented the cities of Lafayette, Moraga, Orinda, and Pittsburg as Assistant and Deputy City Attorney, and provided special counsel and litigation services to the cities of Fremont, Livermore, and Livingston on a contract basis.

Terri graduated with a Bachelor of Arts degree with honors from the University of Nevada, Reno in 1977. Several years and three children later, she attended law school at John F. Kennedy University, graduating with honors in 1991 and joined the California Bar that same year. While she was at law school, she was an editor of the Law Review and taught contracts and legal research and writing to first-year students while juggling the duties of a "soccer mom."

Licenses:

- California State Bar No. 155262; Admitted December 1991

Education:

- J.D., 1991: John F. Kennedy University
- B.S., 1977: University of Nevada, Reno

Practice Areas:

- Public Law
- Labor & Employment Law
- Land Use
- Redevelopment & Affordable Housing
- Contracts and Agreements
- Public Works Contracting
- Joint Powers Authority Formation and Representation
- Public Utilities

Recognitions/Committees:

- Member, **League of California Cities Legal Advocacy Committee (LAC) & LAC Executive Committee** (2018-2020); Chair, (2019-2020)

Michael G. Colantuono

Michael adds a depth of experience to our team. Michael was appointed by the Assembly Rules Committee to the Commission on Local Governance in the 21st Century which produced a report entitled “Growth Within Bounds” that led to the adoption of A.B. 2838 in 2000 to comprehensively revise CKH. As one of two lawyers in private practice on the Commission, Michael played an active role in drafting and negotiating the language of A.B. 2838.



Beyond his service on that Commission, Michael has been an active public lawyer representing local governments in LAFCO and other matters since 1989. As managing shareholder of the firm, Michael has handled a number of lawsuits for LAFCOs as well, including a disputed island annexation involving a Home Depot site surrounded by El Cajon in which we represented San Diego LAFCO. He has handled a number of annexation and related disputes for Yuba LAFCO, and a disputed annexation to the City of Huntington Beach involving the question of whether Proposition 218 applies to inhabited island annexations. This case led to the published decision in *Citizens Association of Sunset Beach v. Orange County LAFCO*, an important victory for all LAFCOs and cities in our State.

Michael is perhaps California’s leading expert on the law of local government revenues, handling seven cases on that subject in the California Supreme Court since 2004 and appearing in every division of the California Court of Appeal. California Chief Justice Ronald M. George presented him with the 2010 Public Lawyer of the Year Award on behalf of the California State Bar. The State Bar has certified him as an Appellate Specialist and he is a member of the California Academy of Appellate Lawyers, a prestigious association of fewer than 100 of California’s most distinguished appellate advocates. Two successive Speakers of the California Assembly appointed him as a member of the Board of Trustees of the California Bar, the state agency which regulates the practice of law in California. His fellow Trustees elected him Treasurer and President of the Bar and the California Supreme Court appointed him as Chair of the Board of Trustees. He was named to the Daily Journal’s “Top 25 Municipal Lawyers in California” every year since its list began in 2011.

Michael currently serves as General Counsel for Calaveras LAFCO and special counsel to several other LAFCOs, as well as City Attorney for the City of Grass Valley. He previously served as City Attorney of Auburn (2005–2019), Barstow (1997–2004), Calabasas (2003–2012), Cudahy (1994–1999), La Habra Heights (1994–2004), Monrovia (1999–2002), and Sierra Madre (2004–2006), as General Counsel to the Barstow (1997–2004) and Sierra Madre (2004–2006) Redevelopment Agencies, and as General Counsel of the Big Bear City Community Services District (1994–2001).

Michael graduated magna cum laude from Harvard University (BA 1983) and received his law degree from University of California, Boalt Hall School of Law (JD 1988), graduating first in his class. While in law school, he was an Articles Editor of the California Law Review and made a member of the Order of the Coif upon graduation. Michael was law clerk to the Honorable

James R. Browning, Judge of the United States Court of Appeals for the Ninth Circuit, in 1988–1989.

Michael comments on local government and municipal finance topics on Twitter (@MColantuono) and LinkedIn.

Licenses:

- California State Bar No. 143551; Admitted December 1989

Education:

- J.D., 1988: University of California, Boalt Hall School of Law (Berkeley)
- B.A., 1983: Harvard University

Practice Areas:

- Appellate Litigation
- Conflicts of Interest
- Constitutional Law
- Election Law
- Local Agency Formation Commission (LAFCO) Law
- Land Use, Planning and CEQA
- Municipal Litigation
- Public Law
- Municipal Revenues (Taxes, Assessments, Fees, and Charges)
- Post-Redevelopment
- Public Utilities

Part 2. Related Work Experience and References

As part of our every day practice for public entities, we have drafted legislation on every imaginable topic of interest to a public entity, as well as supporting staff reports. We regularly review and draft simple and complex agreements including indemnity and defense agreements, agreements pertaining to real property (whether for acquisition or regulation, including easements, right of way access or abandonment), construction and subdivision agreements, professional services agreements, Memoranda of Understanding with bargaining units, and public works project bidding documents.

The firm also includes California's leading experts on local government revenues, including Propositions 13, 26 and 218. Michael, one of the firm's founding members, leads the team on all public financing matters. He recently chaired the League of California Cities Committee that wrote the League's Propositions 26 and 218 Implementation Guide. In addition, we maintain a labor and employment team, of which Terri Highsmith is lead counsel with assistance as needed from Gary and Michael in both transactional and litigation matters. Terri has more than 25 years of experience advising public agency clients regarding all aspects of public employment law.

In addition to advisory work in all areas of interest to a public entity, our firm also represents public entities in litigation matters, as needed, from simple code enforcement to complex matters of first impression impacting agencies on a statewide basis. Our litigators have broad experience in public-sector litigation and such private-sector topics as general commercial litigation, employment law, and unfair competition. We have a successful litigation track record at all levels, including an extensive practice in the California Courts of Appeal and the California Supreme Court.

In sum, we are well prepared to provide General Counsel services to the Authority.

References

While our firm is well known in local government and public law circles, the following are especially familiar with our work on these issues:

- Bruce Boyd, Boardmember
North San Juan Fire Protection District
13200 Tyler Foote Road
Nevada City, CA 95959
bruceboyd@nsjfire.org
(530) 292-9159

- Jerry Good, Fire Chief
Higgins Fire Protection District
10106 Combie Road
Auburn, CA 95602
jgood@higginsfire.org
(530) 269-2488
- Lori Arnberg, General Manager
Pine Grove Community Services District
P.O. Box 367
19840 State Highway 88
Pine Grove, CA 95665
pgcomser@volcano.net
(209) 296-7188
- Candi Bingham, General Manager
River Pines Public Utility District
22900 Canyon Ave
River Pines, CA 95675
rppud@riverpinespubd.org
(209) 245-6723
- Steven Lederer, Director
Upper Valley Waste Management Agency
1195 Third Street, Room 101
Napa, CA 94559
Steven.Lederer@countyofnapa.org
(707) 963-7988

You have permission to contact these references. If you or other Boardmembers would like to speak to others with whom Alex, Gary, Terri, or Michael have worked, let us know and we would be happy to provide names and contact information for that purpose.

Part 3. Approach

Colantuono, Highsmith & Whatley is unique for its approach in the delivery of legal services. Our philosophy is to anticipate and find solutions to our clients' problems, and to help our clients achieve their goals. We focus on preventative law directed at addressing legal problems before the parties find that they must resort to time-consuming and expensive litigation. Often, we find that a matter can be resolved with a creative, legal negotiated solution that takes into account and meets the goals of our client and the other parties. If litigation is required,

however, we are well equipped to vigorously represent our clients' interests in court. At the same time, we are alert for opportunities to settle litigation and thereby to reduce our clients' costs.

We view the role of General Counsel as a close partnership with the Executive Director and the Board of Directors. The General Counsel's role is to advise decision-makers of the law, including the various options and associated risks, so they may carry out the policies and objectives of the Authority. The General Counsel is not a policy maker or a manager but rather assists those in these positions with accurate, timely, and helpful advice. The General Counsel's work includes written advice in memoranda and email communications, oral advice when appropriate during meetings, in-person and by telephone, defending the Authority in litigation and hearings, and initiating litigation on behalf of the Authority when directed to do so by the Board of Directors. We are committed to providing a high level of service for all work we undertake.

Part 4. Project Cost

While our rates range between \$255 and \$575 per hour for attorneys' time, and between \$145 and \$190 for the time of paralegals and legal assistants, as a courtesy to you, we can offer a discounted rate by providing General Counsel services at our standard rates capped at \$250 per hour and Special Counsel services at our standard rates capped at \$300 per hour, as discussed in more detail below. In the event litigation services are needed, we propose our standard rates capped at \$350 per hour for this work. The Joint Powers Authorities our firm represents, as well as many of our public agency clients with a relatively smaller demand for legal services, are billed only for services rendered on an as-needed basis. We bill on a monthly basis in increments of one-tenth of an hour. We find this arrangement works well for Joint Powers Authorities because they often have an uneven demand for legal services. We believe this fee structure will work for the Authority and will potentially provide substantial savings.

We understand travel may be limited. In the event travel is needed, we would charge only one-half the discounted rate for travel to and from the Authority from our Sacramento office. In addition, we ask for mileage reimbursement at the IRS rate, but no other travel expenses will be charged.

General Counsel services at the rates above include:

- Attend Board meetings when requested either physically or via teleconference;
- Advise the Board of Directors and Authority Staff on legal matters, including the Brown Act, Public Records Act, and parliamentary procedures for running meetings, public official conflict of interest requirements, ethics, risk avoidance, and legal compliance;

- Prepare and/or review all ordinances, resolutions, contracts, and other agreements entered into by the Authority;
- Review and comment on documents prepared by Authority Staff, including meeting materials, agendas, and correspondence;
- Research and submit legal opinions on Joint Powers Authorities or other legal matters as requested;
- Coordinate and manage the services of outside legal counsel, if any;
- Interpret laws, rulings, and regulations for the Authority;
- Provide written update on new State and Federal legislation and judicial decisions impacting the Authority and suggest action or changes in operations of procedures to assure compliance; and
- Examine legal matters to determine advisability of defending or prosecuting lawsuits.

Special Counsel services at the rates above include:

- Services provided on an as-needed basis, and not within the definition of “basic services” above, when directed by the Authority.
- Real estate and eminent domain services other than routine review of escrow documents, title reports and standard sale or purchase contracts;
- Labor, employment, and personnel related services;
- Advice regarding revenue measures, local taxes, fees and assessments, and other advice regarding the law of municipal finance, including Propositions 218 and 26;
- Environmental legal services other than normal, cursory review of negative declarations, environmental impact reports, and project-level environmental documentation as needed;
- Water law services; and
- Such other specialized services as may be required by the Authority.

Litigation services include advice and representation concerning actual or threatened litigation, administrative proceedings, and court proceedings.

Finally, we charge \$0.20 per page for in-house copies and \$1 per page of outgoing faxes (which have become quite rare given the utility of e-mail). All other costs we incur in representing you are charged at our actual cost, without markup. We find that out-of-pocket expenses for our clients in non-litigation matters, other than mileage, are very small.

Public agencies vary considerably in the way they use counsel and we pride ourselves on our ability to meet our clients' varied needs efficiently and at the lowest cost consistent with effective representation. In the end, we pledge that the financial arrangement between the Authority and the firm will be fair to both parties and we will never send a bill to you without first reviewing it with that commitment in mind.

Public Agency Clients

The firm is general counsel to those agencies marked with an asterisk (*)

Anaheim, City of	Goleta West Sanitary District
Antioch, City of	*Grass Valley, City of
*Auburn Urban Development Authority	*Higgins Fire District
*Auburn, City of	Humboldt, City of
*Barstow Redevelopment Agency/Successor Agency	Huntington Beach, City of
*Barstow, City of	Huntington Park Oversight Board
Belmont, City of	Imperial Irrigation District
Benicia, City of	Incorporate Olympic Valley
Bighorn Desert View Water Agency	*Lakeport, City of
Brentwood, City of	Lakewood, City of
Broad Beach Geologic Hazard Abatement District	Lathrop, City of
Buellton Basin Water Conservation District	Livermore, City of
Burbank, City of	Lodi, City of
*Calabasas, City of	Long Beach, City of
Calaveras County Local Agency Formation Commission (LAFCo)	Los Angeles, City of
Calexico, City of	Marin Municipal Water District
Calleguas Municipal Water District	Marina, City of
Central Coast Water Authority	Mariposa County
Cerritos, City of	Midpeninsula Regional Open Space Authority
ChangeLab Solutions (formerly Public Health Institute)	MJM Management Group
Chula Vista, City of	Modesto Irrigation District
Cupertino, City of	Montecito Water District
East Palo Alto, City of	Monterey, City of
*East Buellton Valley Consortium dba "LA Works"	Monterey County Local Agency Formation Commission (LAFCo)
El Cajon, City of	Monterey Peninsula Water Management District
Escondido, City of	Mountain View, City of
First Five Yuba	Nevada County
Fresno, City of	Newhall County Water District
*Garden Valley Fire Protection District	Newport Beach, City of
Glendale, City of	North San Juan Fire District
Glendora, City of	Ocean Avenue Association
Gold Coast Health Plan	*Ojai, City of
Goleta, City of	*Ophir Hill Fire Protection District
Goleta Water District	Orange County Mosquito and Vector Control District

Orange County Local Agency Formation
 Commission (LAFCo)
 *Orangeline Development Authority (also
 known as Eco-Rapid Transit)
 Oxnard, City of
 Pacific Grove, City of
 Pajaro Valley Water Management Agency
 Palo Alto, City of
 Paramount, City of
 Pasadena, City of
 Pico Rivera, City of
 *Pomona Oversight Board
 Poway, City of
 Redding, City of
 Redlands, City of
 Rialto, City of
 *Rialto Oversight Board
 Richmond, City of
 Riverside, City of
 Riverside County
 *Rough & Ready Fire District
 San Benito, County of
 San Bernardino Local Agency Formation
 Commission (LAFCo)
 *San Bernardino Oversight Board
 San Diego, City of
 *San Diego County Local Agency Formation
 Commission (LAFCo)
 San Diego County Water Authority
 San Diego Unified Port District
 *San Gabriel Oversight Board
 San Juan Capistrano, City of
 San Jose Water Company
 San Luis Obispo, City of
 San Luis Obispo County Local Agency
 Formation Commission (LAFCo)
 San Marcos, City of
 Santa Ana, City of
 Santa Barbara, City of
 Santa Fe Springs, City of
 Santa Maria, City of
 Sausalito, City of
 *SELACO Workforce Investment Board, Inc.

Shasta County Local Agency Formation
 Commission (LAFCo)
 *Sierra Madre CRA Successor Agency
 *Sierra Madre, City of
 SMUD
 Solano County Local Agency Formation
 Commission (LAFCo)
 Solvang, City of
 South Gate, City of
 *South Pasadena, City of
 *Tahoe Forest Hospital District
 *Temple City Oversight Board
 Torrance, City of
 Truckee Fire Protection District
 Tulare, City of
 Turlock Irrigation District
 Ukiah Sanitation District
 Union Sanitation District
 Vallejo Sanitation and Flood Control District
 Vallejo, City of
 Ventura County
 Ventura, City of
 Vernon, City of
 Vista, City of
 Watsonville, City of
 *Yountville, Town of
 *Yuba County Local Agency Formation
 Commission (LAFCo)
 Yuba City, City of

Attachment A. Private Clients

Bay View Community
Broadway-Spring
Burbank Hospitality Association
Hollywood Property Owners Alliance
Debra Lewis (Mayor of Dana Point)
George Martinez
Ocean Avenue Association
Gary Price
Vivian Rescalvo
Richland Investments
Terry Vierra

Attachment B.

Significant Appellate Representation

(as of September 2023)

Ninth Circuit

Borges v. County of Mendocino (Mem. Disp. Mar. 6, 2023) 2023 WL 2363692, Case No. 22-15673, cert. pending (successful defense of appeal from summary judgment for County in § 1983 challenge to denial of cannabis cultivation permit)

County of Sacramento v. Everest National Insurance Company (Mem. Disp. Feb. 13, 2023) 2023 WL 1960675, Case No. 22-15250 (EPLI coverage for public agency employer's vicarious liability for management's retaliation in violation of FEHA)

Flatten v. County of Mendocino (Mem. Disp. July 12, 2023) 2023 WL 4490353, Case No. 22-15741, cert. pending (successful defense of judgment of dismissal of § 1983 claim alleging conspiracy of County law enforcement officials to enforce cannabis cultivation regulations)

Hardesty v. Sacramento Metropolitan Air Quality Management District (9th Cir. 2020) 824 Fed.Appx. 474 (successful appeal from judgment imposing \$105m in consequential and punitive damages against County officials for alleged civil rights violations in enforcement of mining ordinances)

Thomas v. County of Humboldt (pending) Case no. 23-915847 (defense of judgment of dismissal of § 1983 claim alleging disparate enforcement of cannabis cultivation regulations)

California Supreme Court

Alameda County Deputy Sheriff's Association v. Alameda County Employees' Retirement Association (2020) 9 Cal.5th 1032 (PEPRA reduction in retirement benefits did not violate contracts clause) (counsel for amicus)

City of Alhambra v. County of Los Angeles (2012) 5 Cal.4th 707 (calculation of property tax administration fees counties charge other local governments)

American Civil Liberties Union Foundation of Southern California v. Superior Court (City of Los Angeles) (2017) 3 Cal.5th 1032 (automated license plate reader data exempt from disclosure under Public Records Act unless anonymized) (counsel for amicus)

In re A.R. (2021) 11 Cal.5th 234 (constructive filing protects appeal from termination of parental rights for trial counsel's failure to timely appeal) (counsel for amicus California Academy of Appellate Lawyers)

Ardon v. City of Los Angeles (2016) 62 Cal.4th 1176 (inadvertent release of attorney-client privileged documents on public records request did not waive privilege)

Ardon v. City of Los Angeles (2011) 52 Cal.4th 241 (class action challenge to local taxes, assessments and fees permitted by California Government Claims Act but may be barred by claiming ordinance)

Bighorn-Desert View Water Agency v. Verjil (2006) 39 Cal.4th 205 (Prop. 218 applies to metered water rates; initiative to reduce water rates prohibited to extent it would require voter approval of subsequent rate increases) (counsel for amici)

Bonander v. Town of Tiburon (2009) 46 Cal.4th 646 (general validation procedure for public agency action does not apply to actions to contest assessments under Municipal Improvement Act of 1915) (counsel for amici)

California Cannabis Coalition v. City of Upland (2017) 3 Cal.5th 924 (Prop. 218 requirement that general taxes appear on ballots with Council or Board seats does not apply to initiative tax proposal) (counsel for amici)

Citizens for Fair REU Rates v. City of Redding (2018) 6 Cal.5th 1 (PILOT transfer from electric utility to City's general fund did not violate Prop. 26 because wholesale revenues were sufficient to fund the PILOT)

City and County of San Francisco v. UC Regents (2019) 7 Cal.5th 536 (cities and counties may compel state agencies to collect taxes on third parties) (counsel for local government amici)

City of Hayward v. Board of Trustees of the California State University, Case No. S203939 (2015) (reviewed granted, held for lead case, and vacated and remanded) (duty of CSU to seek funding to make feasible mitigation of impacts of expansion of CSU East Bay on fire services of City) (author of amicus support for review)

City of Oroville v. Superior Court (California Joint Powers Risk Management Authority) (2019) 7 Cal.5th 1091 (no inverse condemnation liability for sewer flooding caused by plaintiff's failure to install back water valve required by Uniform Plumbing Code)

City of Pasadena v. Superior Court (Mercury Casualty Co.) (2014) 228 Cal.App.4th 1228 (unsuccessful petition for review) (inverse condemnation liability for fallen tree)

City of San Buenaventura v. United Water Conservation District (2017) 3 Cal.5th 1191 (groundwater augmentation charge subject to Proposition 26, not 218)

Davis v. Fresno Unified School District (2023) 14 Cal.5th 671 (counsel for local government amici in reverse validation challenge to lease-leaseback financing of school construction found not subject to validation because proceeds did not fund debt)

George v. Superior Court (Edelson) (review denied) Case No. S267240 (constitutional privacy claim in discovery dispute)

Greene v. Marin County Flood Control & Water Conservation District (2010) 49 Cal.4th 277 (property owner ballots on property related fees under Prop. 218 not subject to ballot secrecy)

Haas v. County of San Bernardino (2002) 27 Cal.4th 1017 (County counsel's unilateral selection of temporary administrative hearing officers on an ad hoc basis violates due process) (counsel for amici)

Hamilton & High, LLC v. City of Palos Alto (review denied) Case No. S279718 (application of AB 1600 / Mitigation Fee act to parking in lieu fees; remedies for failure to make 5-year findings)

Hamilton v. Yates (review denied) Case No. S252914 (requisites of collateral order doctrine as to appealability) (principal author for amicus California Academy of Appellate Lawyers' support for review)

Hill RHF Partners v. City of Los Angeles (2021) 12 Cal.5th 458 (no duty to raise issues in assessment protest hearing under Prop. 218 before suit)

Honchariw v. County of Stanislaus Case No. S264101 (unsuccessful request to depublish Court of Appeal decision undermining short statute of limitations for Subdivision Map Act disputes)

Howard Jarvis Taxpayers Ass'n v. City of La Habra (2001) 25 Cal.4th 809 (continued imposition and collection of a utility user's tax without voter approval was an ongoing or continuous violation of Proposition 62, with statute of limitations beginning anew with each collection) (counsel for amici)

In re Transient Occupancy Cases (2016) 2 Cal.5th 151 (bed taxes do not apply to full priced charged by on-line resellers of hotel rooms) (counsel for local government amici)

Jacks v. City of Santa Barbara (2017) 3 Cal.5th 248 (supplemental franchise not a tax even though passed through to utility customers if reasonably related to value of right of way made available)

Jameson v. Desta (2018) 5 Cal.5th 594 (right of indigent civil litigants to subsidized reporter's transcript) (amicus)

Kurwa v. Kislinger (2017) 4 Cal.5th 109 (application of final judgment rule to appeal from case in which some claims were voluntarily dismissed and subject to tolling agreement) (counsel for amicus California Academy of Appellate Lawyers)

Leider v. Lewis (2017) 2 Cal.5th 1121 (no taxpayer standing to enforce criminal laws in challenge to confinement of elephants in LA Zoo) (counsel for local government amici)

Malott v. Summerland Sanitary District (2020) 55 Cal.App.5th 1102, Supreme Court Case No. S265367 (unsuccessful request to depublish decision allowing post hoc expert evidence in Prop. 218 challenge to sewer rates) (counsel for local government amici)

Marina Coast Water District v. California Public Utilities Commission (review denied) Case Nos. S251935, S253585 (review denied) (unusual original writs of review of PUC decision certifying EIR for desalination project)

McClain v. Sav-On Drugs (2019) 6 Cal.5th 951 (no consumer remedy for erroneous collection of sales tax) (counsel for amicus)

McWilliams v. City of Long Beach (2013) 56 Cal.4th 613 (Government Claims Act preempts local tax and fee claiming ordinances and allows class claims)

People ex rel. Lockyer v. R.J. Reynolds Tobacco Co. (2005) 37 Cal.4th 707 (tobacco company's distribution of free cigarettes violated statute regulating non-sale distribution of cigarettes) (counsel for amici)

Plantier v. Ramona Municipal Water District (2019) 7 Cal.5th 372 (exhaustion of administrative remedies not required in Prop. 218 challenge to sewer rate classification) (counsel for amici)

Richmond v. Shasta Community Services Dist. (2004) 32 Cal.4th 409 (increased capacity charge and fee for fire suppression imposed on applicants for new service connections was not an "assessment" subject to Proposition 218)

Roberts v. Coachella Valley Water District (review denied) Case Nos. S264391, 268243 (standing to challenge a water rate of which plaintiff bears only economic burden; whether expenditure of rate proceeds may be challenged under Props. 218 and 26; validity of State Water Project taxes)

San Diego Unified Port District v. California Coastal Commission (review denied) Case No. S252474 (2019) (scope of Coastal Commission review of master port plan under statute, separations of powers and charter city home rule power)

Sierra Watch v. Placer County (2021) 69 Cal.App.5th 1, Supreme Court Case No. S271999 (unsuccessful request for League of California Cities for depublication of Brown Act case)

Weiss v. Department of Transportation (2020) 9 Cal.5th 840 (CCP 1260.040 motion limited to eminent domain, not available in inverse condemnation)

Wilde v. City of Dunsmuir (2020) 9 Cal.5th 1105 (water rates not subject to referendum) (argued for amici)

Court of Appeal for the First Appellate District

Alameda County Taxpayers' Association, Inc. v. County of Alameda (pending) Case Nos. A166401, A166404 (defense of trial court victory in challenge to initiative special tax)

Brooktrails Township CSD v. Board of Supervisors (2013) 218 Cal.App.4th 195 (successfully requested publication on behalf of League of California Cities)

Brown v. City of San Rafael Case No. A156261 (appellate defense of judgment on demurrer to challenge to pension benefits based on statute of limitations) (plaintiff abandoned appeal after respondents' brief filed)

Building Industry Association v. City of San Ramon (2016) 4 Cal.5th 62 (citywide Mello-Roos district to fund supplemental municipal services to development complied with statute) (counsel for amicus League of California Cities)

City of Scotts Valley v. County of Santa Cruz (2011) 200 Cal.App.4th 97 (calculation of no- and low-property tax city subvention) (counsel for amici)

City of Vallejo v. NCORP4, Inc. (2017) 15 Cal.App.5th 1078 (City properly limited marijuana dispensary licenses to those who complied with its earlier tax)

Costeaux French Bakery, Inc. v. County of Sonoma (pending) Case No. A166727 (defense of appeal from denial of catalyst attorney fees in moot challenge to restaurant permitting fees collected during COVID shutdowns)

Essick v. County of Sonoma (2022) 80 Cal.App.5th 562 (successful defense of victory in reverse Public Records Act case involving report of investigation of misconduct by elected Sheriff)

Green Valley Landowners Association v. City of Vallejo (2015) 241 Cal.App.4th 425 (effort to enjoin sale of part of City water utility subject to successful demurrer without leave to amend as seeking to enforce an implied contract and to compel subsidized water rates in violation of Prop. 218)

Kahan v. City of Richmond (2019) 35 Cal.App.5th 721 (collection of delinquent trash fees on tax roll does not violate Prop. 218)

Luke v. County of Sonoma (2019) 43 Cal.App.5th 301 (successful appellate defense of judgment on demurrer dismissing challenge to pension benefits awarded in 2002 claiming failure to satisfy statutory notice requirements)

Mission Peak Conservancy v. State Water Resources Control Board (2021) 72 Cal.App.5th 873 (SWRCB registration of small domestic water use is ministerial act exempt from CEQA)

Mission Peak Conservancy v. County of Alameda (pending) (Case No. A165954 (defense of judgment defeating CEQA challenge to ministerial permits for improvement of ranch residence in Livermore Hills)

Paland v. Brooktrails Township CSD Bd. of Directors (2009) 179 Cal.App.4th 1358 (monthly minimum water service fee for account inactivated for non-payment not subject to assessment provisions of Prop. 218) (counsel for amici)

Raddavero v. The Carvery, Inc. (pending) Case No. A166688 (appeals from multi-million-dollar treble damages award for trademark infringement and from denial of new trial motion)

Ruegg & Ellsworth v. City of Berkeley (2021) 63 Cal.App.5th 277 (SB 35 applies to mixed-use developments; standard of review of decisions excluding projects from the benefit of that pro-housing statute) (counsel for amici)

Schram v. County of Sonoma (pending) Case No. A167081 (defense of dismissal on demurrer of untimely challenge to erroneous sewer fees collected on property tax roll)

Senior and Disability Action v. Weber (2021) 62 Cal.App.5th 357 (amicus brief for California Academy of Appellate Lawyers re appealability before final judgment of order granting or denying writ)

Silva v. Humboldt County (2021) 62 Cal.App.5th 928 (successful defense of trial court victory on scope of business license tax on cannabis cultivation)

Valley Baptist Church v. City of San Rafael (2021) 61 Cal.App.5th 401 (religious exemption from property taxes inapplicable to special parcel tax)

Walker v. Marin Municipal Water District (unpublished), Case No. A152048, S255268 (review denied) (exhaustion of remedies not required in Prop. 218 challenge to water rates; counsel for amici, counsel for District on remand)

Court of Appeal for the Second Appellate District

AB Cellular LA, LLC v. City of Los Angeles (2007) 150 Cal.App.4th 747 (City's decision to implement federal law to expand cell tax to cover all airtime was a tax "increase" requiring voter approval under Proposition 218 but earlier instructions to carriers enforceable to require payment of tax)

Arcadia Redevelopment Agency v. Ikemoto (1991) 16 Cal.App.4th 444 (agency challenge to application of property tax administration fees to tax increment) (counsel for amici)

Birke v. Oakwood Worldwide (2009) 169 Cal.App.4th 1540 (pervasive outdoor secondhand smoke may form the basis for private nuisance claim) (counsel for amicus California Chapter of the American Lung Association) (filed amicus brief and argued)

Broad Beach GHAD v. All Persons Interested (2022) 81 Cal.App.5th 1068 (invalidating assessment for beach restoration project under Prop. 218; upholding denial of CCP § 1021.5 fees)

California Apartment Association v. City of Pasadena (pending) Case No. B329883 (consulting counsel on defense of rent control initiative against charter revision and preemption attack)

City of Glendale v. Superior Court (Glendale Coalition for Better Government) (unpublished) Case Nos. B270135, B283819 (2016) (obtained alternate writ to reverse order allowing discovery in water rates case limited to administrative record)

City of Pasadena v. Medical Cannabis Caregivers (2018) 21 Cal.App.5th 1086 (affirmance of preliminary injunctions against unpermitted marijuana dispensaries and related judgment upholding zoning ordinance)

City of San Buenaventura v. United Water Conservation District (2022) 79 Cal.App.5th 110 (successful defense of victory in remand trial of Prop. 26 challenge to groundwater augmentation charges)

City of Torrance v. PBF Energy Western Region, LLC (settled on appeal) Case No. B323159 (defense of trial victory enforcing UUT against refinery which underpaid tax due to SCE's failure to collect as litigated in *Torrance v. Southern California Edison*).

City of Torrance v. Southern California Edison (2021) 61 Cal.App.5th 1071 (UUT applies to greenhouse gas credits)

Colyear v. Rolling Hills Community Association (pending) Case No. B308382 (representation of amicus in dispute regarding application of CC&Rs to regulate landscaping affecting views)

Glendale Coalition for Better Government v. City of Glendale (unpublished) Case Nos. B281994, B281991 (largely upholding Prop. 26 challenge to transfer from electric utility to general fund)

Glendale Coalition for Better Government v. City of Glendale (unpublished) Case No. B282410 (largely upholding tiered water rates against Prop. 218 challenge)

Goleta Ag Preservation v. Goleta Water District (unpublished), Case No. B277227 (successful defense of Proposition 218 challenge to tiered water rates and notice to customers not property taxpayers)

Hill RHF Partners v. City of Los Angeles (unpublished) Case No. B295181 (successful defense of Prop. 218 challenge to PBID assessment on remand from Supreme Court)

Jacks v. City of Santa Barbara (unpublished) Case No. B299297 (successful appellate defense of victory in remand trial in Prop. 218 challenge to electric franchise fee)

Newhall County Water District v. Castaic Lake Water Agency (2016) 243 Cal.App.4th 1430 (successful challenge to wholesale water rates based on use of groundwater not managed by wholesaler)

Re-Open Rambla, Inc. v. Board of Supervisors (City of Malibu) (1995) 39 Cal.App.4th 1499 (county's title to closed road vested in city upon incorporation despite city's effort to avoid accepting the street)

Ruskey v. Goleta Water District (unpublished), Case No. B275856 (successful appellate defense of successful demurrer for lack of standing in Prop. 218 challenge to water rates)

Saavedra v. City of Glendale (unpublished) (Case No. B310212) (successful defense of victory on remand of challenge to general fund transfer from power utility)

Schmeer v. County of Los Angeles (2013) 213 Cal.App.4th 1310 (plastic bag ban ordinance provision for \$0.10 fee on paper bags was not a tax under Prop. 26 because proceeds did not fund government) (counsel for local government amici)

Sipple v. City of Hayward (2014) 225 Cal.App.4th 349 (standing and claiming defenses to quasi-class refund claim for allegedly overpaid telephone taxes) (petition for review denied)

Court of Appeal for the Third Appellate District

Auburn Police Officers Association v. City of Auburn (unpublished), Case No. C067972 (2013) (stipulated reversal regarding availability under Meyers-Milias-Brown Act of writ review of City Council's denial of grievance from exercise of escape clause from salary increases pursuant to MOU)

City of Auburn v. Sierra Patient & Caregiver Exchange, Inc. (unpublished), Case No. C069622 (2013) (upholding preliminary injunction against medical marijuana dispensary opened in violation of zoning and business license ordinances)

City of Bellflower, et al. v. Cohen, et al. (2016) 245 Cal.App.4th 438 (self-help provisions of post-redevelopment legislation violate Prop. 22's protection for local government revenues)

City of Chula Vista, et al. v. Drager (Sandoval) (2020) 49 Cal.App.5th 539 (challenge to County's calculation of post-RDA RPTTF revenues)

City of Fountain Valley v. Cohen, et al. (unpublished) Case No. C081661 (representation of taxing agency in Successor Agency's unsuccessful appeal of post-RDA dispute with Department of Finance over recognized obligations)

City of Grass Valley v. Cohen, et al. (2017) 17 Cal.App.5th 567 (contract with County Transportation Commission to fund freeway interchange likely a recognized obligation of former RDA)

City of Grass Valley v. Superior Court, Case No. C091945 (unsuccessful petition for writ review of denial of summary judgment and CCP 1260.040 motion in inverse case arising from sinkhole associated with city storm drain)

City of Gridley v. Superior Court (McMillan) Case No. C096594 (unsuccessful petition for writ review of order allowing discovery in a validation challenge to electric rates)

City of Lakewood v. Bosler, et al., (unpublished) Case No. C078788 (2018) (appeal of post-RDA dispute with Department of Finance over recognized obligations)

City of Paramount v. Cohen, et al. (settled) Case No. C0788968 (2017) (appeal of post-RDA dispute with Department of Finance over recognized obligations)

City of Sacramento v. Wyatt (2021) 60 Cal.App.5th 373 (voter approval of general fund transfer from water, sewer, and trash enterprise funds as special tax satisfies Prop. 218)

Community Environmental Advocates v. City of Grass Valley (unpublished) Case No. C094613 (successful defense of trial court victory in CEQA challenge to mixed use development, remand of one issue)

County of Nevada v. Superior Court (unpublished), Case Nos. C076851, C082927 (interlocutory writ review of trial court writ of mandamus overturning use permit conditions for ridge-top residence)

Cultiva La Salud v. State of California (2023) 89 Cal.App.5th 868 (amicus support for appellate victory upholding successful public health challenge to statute preempting local soda taxes)

Davies v. Martinez (unpublished), Case No. C078986 (2018) (appeal dismissed as to our defense of summary judgment for attorney in breach of fiduciary duty claim by incarcerated former client suing in pro per)

Erickson v. County of Nevada (unpublished) Case No. C082927, *review and cert. denied* (successful appellate defense of trial victory in inverse condemnation challenge to setback requirement under ridgeline protection ordinance)

Howard Jarvis Taxpayers Ass'n v. City of Roseville (2002) 97 Cal.App.4th 637 (in-lieu franchise fee charged to water and sewer utilities for benefit of general fund violated Prop. 218) (counsel for amici on request for rehearing)

Howard Jarvis Taxpayers Association v. County of Yuba (unpublished) Case No. C090473 (successful defense of local sales tax challenged as a special tax due to ballot label)

Inyo County LAFCO v. Southern Mono Healthcare District (unpublished) Case No. C085138 (successful defense of trial court victory in dispute involving LAFCO power to regulate out-of-boundary service by healthcare district)

Lauckhart v. County of Yolo (unpublished) Case No. C092354 (successful defense of CSA fee for water services under Prop. 218)

Main Street Taxpayers Association v. Town of Mammoth Lakes (unpublished) Case No. C091546 (successful defense of trial court victory in challenge to tourism business improvement district assessment)

McClure v. City of Lincoln (settled) Case No. C096238 (appellate defense of victory on demurrer applying statute of limitations to challenge to oak tree mitigation fee under Mitigation Fee Act)

Miner's Camp, LLC v. Foresthill Public Utility District (unpublished) Case No. C088828 (exhaustion of administrative remedies, statutes of limitation, propriety of attorney fees in Prop. 218 challenge to water rates) (counsel for amici)

Ryan v. City of Roseville (unpublished) Case No. C090903 (successful appellate defense of dismissal on demurrer in landowners' challenge to City real estate transactions)

Tracy Rural Fire District v. San Joaquin LAFCO (2022) 84 Cal.App.5th 91 (invalidating LAFCO policy requiring detachments from fire district upon annexation to City of Tracy)

Wolstoncroft v. County of Yolo (2021) 68 Cal.App.5th 327 (fee to fund new water supply for CSA valid property-related fee, not an assessment, and protests ballots mailed, but not timely received, property excluded)

Court of Appeal for the Fourth Appellate District, Division 1 (San Diego)

Alliance San Diego v. Yes! For a Better San Diego (2023) ___ Cal.App.5th ___, 2023 WL 5163284, pet'ns for rehearing pending (initiative special tax may be approved by simple majority)

California Taxpayers Action Network v. City of San Diego (unpublished) Case No. D072987 (2018) (successful defense of dismissal on demurrer of challenge to business improvement district assessment)

Castañares v. City of Chula Vista (writ pending) Case No. D082048 (defense of petition for writ review of trial court victory in Public Records Act dispute re video footage from police drones)

Garvin v. San Diego Unified Port District (dismissed) Case No. D078578 (objector's appeal from settlement of class action challenge to airport parking fee dismissed for failure to intervene in trial court)

Howard Jarvis Taxpayers Ass'n v. City of San Diego (1999) 72 Cal.App.4th 230 (BID assessment on businesses collected as surcharge on business license tax neither levy on real property nor special tax within meaning of Proposition 218) (counsel for amici)

Jentz v. City of Chula Vista (unpublished) Case No. D055401 (2010) (consistency of specific plan with slow-growth initiative)

Patz v. City of San Diego (pending) Case. No. D080308 (amicus support in City's appeal from loss in class challenge to tiered water rates)

Plantier v. Ramona Municipal Water District (2017) 12 Cal.App.5th 856 (rev. granted) (exhaustion of administrative remedies defense to Prop. 218 challenge to sewer rates) (counsel for local government amici)

Reid v. City of San Diego (San Diego Tourism Marketing District) (2018) 24 Cal.App.5th 343 (tourism marketing assessment subject to 30-day statute of limitations, equal protection does not require registered voter election on assessment)

San Diegans for Open Government v. City of San Diego (San Diego Tourism Marketing District) (unpublished) Case No. D072181 (successful appeal from award of catalyst attorney fees in unsuccessful challenge to tourism assessment)

San Diegans for Open Government v. City of San Diego (San Diego Tourism Marketing District) (unpublished) Case Nos. D064817 (2013), D065171 (2014), D068022 (2015), D069965 (2016) (writ review of denial of demurrer to Prop. 26 challenge to renewal of tourism marketing district, discovery issues including discovery of extra-record evidence for use on the merits)

San Diegans for Open Government v. City of San Diego (57 Municipal Assessment Districts) (unpublished), Case No. D065929 (2015) (successful defense of trial court dismissal of challenge to MADs for lack of standing; petition for review pending; successful defense of petition for review)

Webb v. City of Riverside (2018) 23 Cal.App.5th 244 (challenge to general fund transfer from electric utility barred by 120-day statute of limitations; change of use of rate proceeds was not an "increase" triggering Prop. 26)

Court of Appeal for the Fourth Appellate District, Division 2 (Riverside)

Albrecht v. Coachella Valley Water District (2021) 68 Cal.App.5th 692 (successful defense of trial court victory in challenge to property taxes on possessory interests on tribal land)

Beutz v. County of Riverside (2010) 184 Cal.App.4th 1516 (Landscaping and Lighting assessment engineer's report insufficient to satisfy Prop. 218)

City of Barstow v. Fortune (settled), Case No. E035595 (implementation of decree adjudicating Mojave River)

Chino Basin Municipal Water District v. City of Ontario (pending) Case No. E079052 (appeal from post-judgment order in water rights adjudication allowing pools formed under judgment to bind their members to contracts)

Coachella Valley Water District v. Superior Court (Roberts) (2021) 61 Cal.App.5th 755 (obtained appellate writ petition overturning denial of demurrer in challenge to State Water Project tax)

Crystaplex Plastics, Ltd. v. Redevelopment Agency (2000) 77 Cal.App.4th 990 (supplier may recover against agency for amount of check where subcontractor received and negotiated check without knowledge, consent, or endorsement of supplier even though Agency made check to both subcontractor and supplier)

Howard Jarvis Taxpayers Association v. Powell (pending) Case No. E079078, E079712 (appeal from order awarding attorney fees for allegedly frivolous SLAPP motion and related appeal from denial of SLAPP motion)

Howard Jarvis Taxpayers Association v. Coachella Valley Water District (pending) Case No. E081996 (Prop. 26 challenge to replenishment assessment charges)

Howard Jarvis Taxpayers Association v. Coachella Valley Water District (unpublished) Case No. E078411 (successful appellate defense of victory in Prop. 218 dispute regarding interfund loan), related appeal from cost award settled in Case No. E079795

Inland Oversight Committee v. City of Ontario (2015) 240 Cal.App.4th 1140 (sustaining dismissal of Prop. 26 challenge to Tourism Marketing District Assessment for lack of standing and due to untimely appeal) (counsel for amici)

Jones v. City of Loma Linda (unpublished) (Case No. E076772) (successful defense of termination of fire captain in separation-of-functions due process challenge)

Mission Springs Water District v. Verjil (2013) 218 Cal.App.4th 892 (suit to bar initiative repeal of water rates from ballot subject to SLAPP, but SLAPP motion properly denied because evidence showed initiative would violate District's statutory duty to fund adequate water supply) (counsel for amici)

Roberts v. Coachella Valley Water District (pending) Case No. E080870 (appeal from trial court ruling invalidating rates for canal water service)

San Bernardino Public Employees Association v. City of Barstow (settled), Case No. E032858 (City refusal to implement bargained for pension enhancement due to bargaining conduct of self-interested City negotiator)

Stronghold Engineering, Inc. v. City of Monterey (pending) Case No. E080304 (defense of trial court win in writ review of construction delay penalties; unsuccessful motion to transfer appeal to 6th DCA)

Trask v. Riverside City Clerk (unpublished), Case No. E065817 (defense of election challenge to proposed charter amendment; remanded for dismissal as moot)

Court of Appeal for the Fourth Appellate District, Division 3 (Santa Ana)

Citizens Ass'n of Sunset Beach v. City of Huntington Beach (2012) 209 Cal.App.4th 1182 (Prop. 218 does not apply to extension of City taxes into annexation area)

City of El Cajon v. San Diego County LAFCO (unpublished), Case No. G041793 (2010) (DCA upheld challenge to denial of island annexation)

City of San Juan Capistrano v. Capistrano Taxpayers Association (2015) 235 Cal.App.4th 1493 (inclining block conservation rates failed under Prop. 218, but recovery of recycled water program costs from all customers permissible)

Wetlands Restoration v. City of Seal Beach, et al. (unpublished), Case No. G010231 (1991) (defense of City's housing element)

Court of Appeal for the Fifth Appellate District

City of Clovis et al. v. County of Fresno (2014) 222 Cal.App.4th 1469 (interest rate applicable to repayment of PTAF following *Alhambra v. Los Angeles County*) (argued for amicus League of California Cities)

Davis v. Mariposa County Board of Supervisors (2019) 38 Cal.App.5th 1048 (successful defense of Prop. 218 challenge to fire suppression benefit assessment due to appellant's failure to timely appeal)

Foster Poultry Farms, Inc. v. City of Livingston, Case No. F059871 (appeal dismissed by City following recall of Council majority) (procedures for increase in water rates under Proposition 218) (co-author of amicus brief)

Howard Jarvis Taxpayers Ass'n v. City of Fresno (2005) 127 Cal.App.4th 914 (transfer from utility enterprise to general fund pursuant to voter-approved charter provision as payment in lieu of property taxes violated Proposition 218's restrictions on use of property related fees)

Neilson v. City of California City (2005) 133 Cal.App.4th 1296 (flat-rate parcel tax not an unconstitutional general tax, but rather a special tax dedicated to specific purposes; equal protection does not entitle absentee landowners to vote) (counsel for amici)

Vagim v. City of Fresno Case Nos. F068541, F068569, F069963 (multiple writs re initiative to lower water rates)

Court of Appeal for the Sixth Appellate District

Award Homes v. County of San Benito (2021) 72 Cal.App.5th 290 (development impact fee payable on annexation protected from developer's challenge by validation statute of limitations)

Bay View Community DE, LLC v. Marina Coast Water District (stayed for settlement negotiations) Case No. H050456 (defense of trial court victory regarding tiered water rates, title to mobilehome park water distribution system, and penalties and interest ordinances)

BMC Promise Way, LLC v. County of San Benito (2021) 72 Cal.App.5th 279 (development impact fee payable on annexation protected from developer's challenge by validation statute of limitations)

Citizens for Responsible Open Space v. San Mateo County LAFCO (2008) 159 Cal.App.4th 717 (rejecting procedural challenges to annexation to open space district) (ghostwriter of amicus brief for CALAFCO)

City of Half Moon Bay v. Granada Community Services District (to be argued Oct. 5, 2023) Case No. H049896 (appeal from declaratory relief involving regional sewer joint powers agreement)

City of Palo Alto v. Green (unpublished) Case No. H049436 (successful motion for stipulated reversal to settle appeal and cross-appeal from partial victory in Prop. 26 challenge to general fund transfers from gas and electric utilities)

County of San Benito v. Scagliotti (unpublished) Case No. H045887 (recoupment of costs to defend former Supervisor in conflict-of-interest case finding him to have engaged in knowing misconduct)

Eiskamp v. Pajaro Valley Water Management Agency (2012) 203 Cal.App.4th 97 (challenge to groundwater charge barred by res judicata effect of earlier settlement) (successfully opposed review and depublication)

Griffith v. Pajaro Valley Water Management Agency (2013) 220 Cal.App.4th 856 (successful defense of Proposition 218 challenge to groundwater augmentation charges)

Hobbs v. City of Pacific Grove (2022) 85 Cal.App.5th 311 (successful appellate defense of trial court victory in challenge to regulation of short-term rentals)

Holloway v. Showcase Realty Agents, Inc. (2018) 22 Cal.App.5th 758 (taxpayer had standing to assert Government Code § 1090 claim against Water District and former director; overruled by subsequent case law)

Holloway v. Vierra, Case Nos. H044505, H044800 (unpublished) (defense of taxpayer's Political Reform Act claims against former Water District director; appeal of attorney fee award)

Monterey Peninsula Taxpayers Assn v. Monterey Peninsula Water Management District (unpublished), Case No. H042484 (appeal from successful defense of District's refusal to place referendum on ballot to repeal water supply charge)

Monterey Peninsula Taxpayers Assn v. Monterey Peninsula Water Management District (pending), Case No. H051128 (appeal from order invalidating water supply charge under ordinance's sunset provision)

People v. Dawson (2021) 69 Cal.App.5th 583 (consultant to criminal defense counsel in appeal of City Manager's Gov. Code § 1090 conviction)

People v. Moyer (2023) ___ Cal.App.5th ___, 2023 WL 550000, Case No. H049408 (consultant on appeal from dismissal of bribery indictment arising from behested payment by Apple, Inc. to Sheriff)

Rose v. County of San Benito (2022) 77 Cal.App.5th 688 (successful appeal reversing writ enforcing implied contract for life-time retiree medical benefits)

Stronghold Engineering, Inc. v. City of Monterey (argued Aug. 15, 2023) Case Nos. H050157, H050698 (defense of trial court win in construction change order dispute involving untimely claim and related appeal from attorney fees award)

Attachment C.
Firm Newsletter

Newsletter | Fall 2023

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Update on Public Law

Finance Law Develops in the Legislature

By Michael G. Colantuono

The 2023 legislative session produced major proposals for government finance. Two measures will appear on the 2024 ballot; a statute promoting tiered water rates is on the Governor's desk.

ACA 1 (Aguiar-Curry, D-Yolo) would amend Proposition 13 to allow 55 percent of voters to approve supplemental ad valorem property taxes to support debt to fund construction or replacement of public infrastructure and affordable housing. Proposition 13 caps such taxes at 1 percent of assessed value, with exceptions, requiring two-thirds voter approval of special taxes and of supplemental ad valorem taxes to fund debt to buy or improve property. In 2000, California voters lowered the threshold for school facilities bonds to 55 percent. ACA 1 defines "public infrastructure" broadly to include water, water quality, sanitary sewer, flood control, parks and open space, streets, flood control, broadband, hospitals, public safety buildings and equipment, and libraries.

ACA 13 (Ward, D-San Diego) responds to the California Business Roundtable's "Taxpayer Protection and Government Accountability Act," on the November 2024 ballot. That measure would reverse nearly every appellate win for government under Propositions 13, 62, 218, and 26 and impose myriad restrictions on State revenues and essentially all local revenues—from taxes to library fines to water rates. It requires two-thirds-voter approval for all special taxes, whether proposed by legislators or by initiative, reversing six recent Court of Appeal decisions allowing such taxes by majority vote. ACA 13 would require any ballot measure that imposes a supermajority voting requirement to attain that same supermajority. As ACA 13 is retroactive, if a simple majority of voters approve it, the CBRT measure will require two-thirds voter approval. As that measure has drawn vigorous opposition, that may not be attainable.

Environmental interests sponsored AB 755 (Papan, D-San Mateo) to encourage tiered water rates which make water progressively more

(continued on page 3)

CHW's Appellate Practice

CHW has a leading appellate practice. Michael Colantuono has argued 11 cases in the California Supreme Court in recent years and Holly Whatley has argued two more. Few firms have appeared there as often.

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We can handle any public law appellate topic, from appellate support to trial counsel, appellate consultation in support of lead counsel, or handling an appeal or a petition for Supreme Court review.

More information is here: <https://chwlaw.us/practice-areas/appellate-representation/>

How to Pass a Public Records Act Audit

by Andrew C. Rawcliffe, Esq.

San Jose Spotlight v. City of San Jose is a recent trial court ruling and an object lesson for public agencies and their elected officials on the legal and political risks of using personal email accounts and devices to conduct public business.

This California Public Records Act (PRA) case stemmed from records requests news groups made to the City of San Jose for records potentially saved in its then-Mayor's personal email accounts. Unsatisfied with the City's response, they sued demanding the City and its then-former Mayor prove they properly searched for records.

Such suits are the PRA's equivalent of First Amendment audits testing an agency's compliance with public access rights. The focus of an audit is not any particular record, but public access to agency records. Such audits are effective because an agency has the burden to prove its search was reasonable.

San Jose Spotlight shows the difficulties an agency faces in meeting its burden when officials use private accounts for agency business. The trial court required San Jose's former Mayor to detail the terms he used when searching his accounts and the scope of his search, to list the records his search terms produced, and to provide an index or privilege log detailing the records he withheld as exempt or unrelated to public business. Because the former Mayor could not reconstruct his search two years after the fact, the court ruled the City violated the PRA and the news groups accused the former Mayor of having engaged in "stealth government."

Of course, most agencies' staff are familiar with the PRA and can document their efforts to locate responsive records. But nobody is happy with someone else searching their personal emails—likely why San Jose's former Mayor did the search himself. Generally speaking, an agency may rely on its officials to search their own accounts, but an official must first demonstrate he or she understands the difference between disclosable and exempt records under the PRA and must be prepared to document the search.

What's an agency to do? *San Jose Spotlight* suggests answers. The best practice is to prohibit the use of personal accounts so that staff can search official accounts for records and document they have done so diligently. If a blanket prohibition is unfeasible or records occasionally end up in personal accounts (automatic address-correction in email programs can be as harmful as helpful), agencies should direct officials to forward them to staff or another official account so they are preserved on agency servers. A third approach is to allow a third-party vendor to extract relevant data from a private account (perhaps via the cloud, which does not involve turning over one's devices) and to provide it to the account holder for review before release.

Where officials cannot prove compliance with such policies, *San Jose Spotlight* suggests the PRA obliges agencies that allow them to conduct their own searches to train them to do so adequately. Officials should be advised on search terms and how to document a search, too.

Although just a trial court decision, this case is a good indication of what the PRA requires. For California's public officials, bring your own device (or account) means bring your own commitment to do complete and well-documented searches when records requests are made.

For more information, please contact Andrew at ARawcliffe@chwlaw.us or 213.542.5729.

We've Got Webinars!

CHW offers webinars on a variety of topics, including redistricting, housing statutes, new laws on accessory dwelling units (ADUs), and police records issues. A webinar allows advice and guidance and Q&A in an attorney-client-privileged setting. The fee is \$1,500 per agency.

To schedule a webinar, contact Bill Weech at BWeech@chwlaw.us or (213) 542-5700.

SCOCA Adopts New, Nebulous Standard under California Voting Rights Act

By: Matthew T. Summers, Esq.

The California Supreme Court adopted a new legal standard under the California Voting Rights Act in *Pico Neighborhood Association v. City of Santa Monica* – declaring that plaintiffs must show an alternative to at-large voting would give a protected class of voters potential to elect preferred candidates, perhaps with the support of other voters. As the new standard is not a bright-line rule, more litigation is likely. Legislative reaction may also follow, as observers were optimistic after argument that the Court would provide a bright-line rule to reduce litigation — as local government amici urged — but the Court did not.

Whether at-large voting dilutes minority votes was the key question. The unanimous Opinion adopts a new standard, but remanded for further litigation as to Santa Monica. Under the new standard, plaintiffs need not prove a protected class can form a majority or near-majority of a district. Courts will conduct “a searching evaluation of the totality of the circumstances,” comparing an at-large system and its results, history, and context with lawful alternatives, including single-member districts, but also ranked-choice voting and others, to determine whether an alternative would allow a protected class to elect its preferred candidate.

Local governments facing CVRA challenges to at-large voting should consult counsel and demographers to assess whether districts and other lawful voting systems would result in better potential outcomes for the plaintiff class. Agencies who switched to districts under the force of a CVRA demand letter may evaluate return to at-large elections or another system. The context-sensitive review creates uncertainty and therefore invites more litigation, but offers options for agencies seeking to maintain at-large elections. If a minority group is diffuse, or relatively small, or elections turn on issues other than race, ethnicity, language or culture, districts may be no better for that group than at-large elections. Expert evidence from demographers and, perhaps, political scientists, will be needed to make such a case. In requiring “a searching evaluation of the

totality of the circumstances,” this new case allows agencies to consider a variety of evidence to show that districts or another voting system would not improve outcomes for minority voting groups.

Further developments in the Legislature or the courts are likely. We’ll keep you posted!

For more information, please contact Matt at MSummers@chwlaw.us or 213.542.5719.

Finance Law *(continued from page 1)*

expensive as a user consumes more—i.e., higher rates on “water wasters.” Such rates were common before 2015’s *Capistrano Taxpayers Assn., Inc. v. City of San Juan Capistrano*, which raised the bar for such fees. AB 755 requires “urban water suppliers” (generally those with 3,000+ connections) to identify in any cost of service analysis after January 1, 2024 costs to serve “high water users” and the volume of water sold to them. Suppliers must make that information public with the cost of service analysis. This has two important implications. First, evidence that “high water users” (either the top 10% of users by demand or those who exceed agency-established water budgets) impose costs on the utility may make it more difficult to recover those costs from others—i.e., not to tier rates. Second, it establishes the first legal requirement for cost-of-service analysis and to make it public. As we write this article, the bill is on the Governor’s desk.

Given the wide margin of approval for AB 755 in the Legislature and the significant narrowing the bill underwent, the Governor’s signature may be likely. If so, it will become law in January. Whether ACA 1 and ACA 13 become law turns on voters’ decisions next year. Stay tuned!

For more information, please contact Michael at MColantuono@chwlaw.us or 530.432.7357.

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California State Legislature
Senate Local Government Committee



Governments Working Together

*A Citizen's Guide to
Joint Powers Agreements*

August 2007

August 2007

Dear Reader:

For more than 85 years, state law has allowed public agencies to work together by signing joint powers agreements (JPAs). Some JPAs are cooperative arrangements among existing agencies, while others create new, separate institutions called joint powers agencies. These unique forms of government affect our daily lives, though many people are unaware of their importance --- or even of their existence.

Governments Working Together will help you understand what JPAs do. Becoming familiar with the JPAs in your community can also provide valuable insight into how your governments work --- and provide great examples of what your local governments do for you.

The Committee appreciates the patient perseverance of Colin Grinnell who compiled the original research and wrote the early drafts of this citizen's guide which Trish Cypher augmented with additional research and writing.

Respectfully,

GLORIA NEGRETE McLEOD
Chair



Senate Local Government Committee

For a complete list of the Committee's *Citizen's Guides*, please visit:
www.sen.ca.gov/locgov/guides.htm

Governments Working Together
A Citizen's Guide to Joint Powers Agreements

By Trish Cypher and Colin Grinnell

August 2007

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Introduction

“Joint powers” is a term used to describe government agencies that have agreed to combine their powers and resources to work on their common problems. Joint powers agreements (JPAs) offer another way for governments to deliver services, but sometimes the public does not understand JPAs.

This citizen’s guide explains JPAs, outlines their advantages and disadvantages, and describes how public officials use this special government arrangement to deliver better services and facilities. In addition to deciphering the world of JPAs, this guide provides a better understanding of how JPAs fit into local and state government operations.

What Is a JPA?

Joint powers are exercised when the public officials of two or more agencies agree to create another legal entity or establish a joint approach to work on a common problem, fund a project, or act as a representative body for a specific activity.

Agencies that can exercise joint powers include federal agencies, state departments, counties, cities, special districts, school districts, redevelopment agencies, and even other joint powers organizations. A California agency can even share joint powers with an agency in another state.

Examples of areas where JPAs are used commonly include: groundwater management, road construction, habitat conservation, airport expansion, redevelopment projects, stadium construction, mental health facilities construction, educational programs, employee benefits services, insurance coverage, and regional transportation projects.

Even the JPA acronym can mean different things --- joint powers agreement, joint powers agency, and joint powers authority --- which may create confusion if people do not use the terms carefully. These descriptions show how widely public officials use JPAs.

A joint powers agreement (JPA) is a formal, legal agreement between two or more public agencies that share a common power and want to jointly implement programs, build facilities, or deliver services. Officials from those public agencies formally approve a cooperative arrangement.

JPA is an acronym used for three different terms:

- Joint powers agreement.
- Joint powers agency.
- Joint powers authority.

Think about the use of joint powers as a confederation of governments that works together and shares resources for mutual support or common actions. The government agencies that participate in joint powers agreements are called member agencies.

With a joint powers agreement, a member agency agrees to be responsible for delivering a service on behalf of the other member agencies. For example, the City of San José signed a joint powers agreement with Santa Clara County to jointly administer redevelopment funds. San José's city manager administers the agreement's terms. In another example, the City of Palo Alto has a joint powers agreement to provide cable television service to area residents, and a Palo Alto city employee administers the agreement.

A joint powers agreement is so flexible that it can apply to almost any situation that benefits from public agencies' cooperation.

Each joint powers agreement is unique, as there is no set formula for how governments should use their joint powers. One agency will administer the terms of the agreement, which may be a short-term, long-term, or perpetual-service agreement. If a joint powers agreement requires substantial staff time from one member agency,

but not the others, the managing agency may hire extra staff to work on the joint powers project.

The alternative way to exercise joint powers is to create a new organization that is completely separate from the member agencies. This organization is known as a joint powers agency or joint powers authority.

A **joint powers agency** or **joint powers authority (JPA)** is a new, separate government organization created by the member agencies, but is legally independent from them. Like a joint powers agreement (in which one agency administers the terms of the agreement), a joint powers agency shares powers common to the member agencies, and those powers are outlined in the joint powers agreement.

If an agreement's terms are complex or if one member agency cannot act on behalf of all members, forming a new government agency is the answer. This new agency typically has officials from the member agencies on its governing board. For example, three local governments formed the Belvedere-Tiburon Library Agency in July 1995 as the legal governing body of a new independent community library. Its seven-member board has three trustees appointed by the City of Belvedere, three by the Town of Tiburon, and one by the Reed Union School District. This library JPA has the same responsibilities as any public agency, including personnel, budgeting, operations, and maintenance.

Sometimes public officials establish JPAs specifically to arrange capital financing by selling bonds. These bonds create the capital needed to finance construction of public facilities. Public officials sometimes call this type of JPA a joint powers authority or a public financing authority (PFA).

A joint powers authority (JPA) can also be called a public financing authority (PFA).

Public financing authorities include agencies formed to fund capital projects, such as the Berkeley Joint Powers Financing Authority, which resulted from an agreement

between the City of Berkeley and the Berkeley Redevelopment Agency. Bonds issued by this JPA provided the capital to build public facilities and the costs will be paid back over time by the Authority and from the revenue generated by the projects.

Why Form a JPA?

Why would a public agency enter into a joint powers agreement or form a joint powers agency? JPAs exist for many reasons, whether it's to expand a regional wastewater treatment plant, provide public safety planning, set up an emergency dispatch center, or finance a new county jail. By sharing resources and combining services, the member agencies --- and their taxpayers --- save time and money.

The Marin County Hazardous and Solid Waste Management Authority is an example of a cost-saving JPA. It provides garbage and recycling collection and household hazardous-waste disposal service to residents of 12 cities and towns and the unincorporated areas of Marin County. In fact, many solid waste JPAs (known as regional waste management authorities) show the efficiency of joint powers arrangements.

Officials create JPAs to:

- Cut costs.
- Be more efficient.
- Reduce (or eliminate) overlapping services.
- Share resources.

All levels of government use JPAs to tackle common problems. The North Coast Emergency Medical Services JPA provides emergency medical services to the residents of Del Norte, Humboldt, and Lake counties. These counties pooled their resources and purchased equipment that the member agencies now share.

Federal and state agencies also join JPAs. The Santa Monica Mountains Conservancy (a state agency formed in 1979 to acquire open space in the Santa Monica Mountains) and the cities of Brea, Diamond Bar, La Habra Heights, and Whittier are members of the JPA called the Wildlife Corridor Conservation Authority.

When public officials create a joint powers agency, the new organization may not necessarily include “joint powers” or “JPA” in its name. Yet, if a public organization relies on a joint powers agreement, the organization is a JPA, regardless of its title. JPAs are not special districts, redevelopment agencies, or nonprofit corporations, although these agencies can enter into joint powers agreements.

Among the terms found in JPAs’ official names are: agency · alliance · association · authority · board · bureau · center · coalition · commission · committee · consortium · cooperative · council · district · facility · fund · group · institute · JPA · league · network · organization · partnership · patrol · plan · pool · program · project · region · service · services · source · study · system · trust · zone.

The History of California's JPAs

The concept of allowing public agencies to share powers started in the 1920s, when tuberculosis was a serious public health threat in the Bay Area. San Francisco officials lacked adequate facilities to treat tuberculosis patients and the city's damp, chilly weather was not favorable to their recovery. Just across the Bay, Alameda County had a more favorable climate and a tuberculosis sanitarium, but Alameda's facility did not have enough room for San Francisco's patients. This predicament created an opportunity for San Francisco and Alameda to work together on a solution, but the counties lacked the legal means.

In 1921, Senator M.B. Johnson (R-San Mateo) authored Senate Bill 18, which allowed any two cities or counties to enter into agreements and provide funds to exercise a power common to each. After the bill passed, Alameda County and the City and County of San Francisco drafted an agreement to share their resources and expand Alameda's tuberculosis facility. Although this arrangement was controversial, a 1923 California Supreme Court ruling upheld the new joint powers law.

Nearly 20 years later, the Legislature authorized special districts to form JPAs. SB 584 (DeLap, 1941) allowed irrigation districts to construct bridges and water projects in the Central Valley with funding from their respective counties. A few years after that, the Legislature allowed the federal government and state agencies to enter into JPAs with California counties, cities, and special districts (SB 468, Salsman, 1943). Then, in 1947, the Legislature paved the way for the creation of a separate government agency --- a joint powers agency --- to operate independently of its member agencies (AB 1573, Allen & Evans, 1947).

In 1949, the Legislature renumbered and combined these earlier laws into a unified statute (SB 768, Cunningham, 1949), which also gave JPAs the ability to incur debt and sell bonds to construct

public-use buildings, such as exhibition centers, sports coliseums, and associated parking facilities. In 2000, the Legislature formally named the law the Joint Exercise of Powers Act (SB 1350, Senate Local Government Committee, 2000).

After California's voters passed Proposition 13 in 1978, local governments saw property tax revenues shrink at the same time their population growth boosted demands for facilities and services. Counties, cities, and special districts had trouble financing courtrooms, city halls, jails, and other public facilities. The Legislature responded by passing the Marks-Roos Local Bond Pooling Act (SB 17, Marks, 1985), which allowed local agencies to form JPAs that can sell one large bond and then loan the money to local agencies. This practice, known as bond pooling, saves money on interest rates and finance charges.

Statutory Authority of JPAs

Governments get their authority to work together from a state law called the Joint Exercise of Powers Act.¹ JPAs can exercise only those powers that are common to their member agencies. For example, three fire protection districts and an adjacent city can form a JPA to run a fire department because each member agency has the power to run a fire department. However, this same JPA can't maintain the local parks because fire districts lack that statutory authority.

Joint powers agency's meetings are open to the public and subject to the Ralph M. Brown Act. Further, JPAs must follow the Public Records Act, the Political Reform Act, and other public interest laws that ensure political transparency.

JPAs are different from other forms of government because they are the only type of government formed by mutual agreement. Unlike

¹ Government Code §6500, et seq. To see a copy of the Joint Exercise of Powers Act, visit a county law library or go to: www.leginfo.ca.gov.

other governments, JPAs are not formed by signatures on petitions, and they're not approved by a vote of the people. Public agencies create JPAs voluntarily.

The formation of a JPA begins when public officials negotiate a formal agreement that spells out the member agencies' intentions, the powers that they will share, and other mutually acceptable conditions that define the intergovernmental arrangement. Each member agency's governing body then approves the joint powers agreement.

For example, if the City of Davis and Yolo County wanted to run a combined library program, the Davis City Council and the Yolo County Board of Supervisors would approve the JPA. A joint powers agreement is, in effect, a mutually negotiated document that governs and guides the resulting arrangement. Each JPA is unique, reflecting a mutually acceptable agreement among public agencies that have joined together for a common purpose.

If a joint powers agreement creates a new joint powers agency, the JPA must file a Notice of a Joint Powers Agreement with the Secretary of State.² According to the Secretary of State's office, approximately 1,800 JPAs have formed a new agency or authority. State officials report receiving about 50 of these notices each year. Until public officials file those documents, a JPA cannot incur any debts, liabilities, or obligations, or exercise any of its powers.

An agreement that creates a new joint powers agency describes the size, structure, and membership of the JPA's governing board and documents the JPA's powers and functions. As a legally separate public agency, the JPA can sue or be sued, hire staff, obtain financing to build public facilities, and manage property. Joint powers agreements usually protect their member agencies from a JPA's debts or other liabilities.

² The public can review JPA documents at the Secretary of State's special filing unit in Sacramento.

As a separate agency, a JPA must appoint a treasurer and an auditor. The treasurer may be someone from a member agency, the county treasurer where the JPA operates, or a certified public accountant who performs the job. The JPA's auditor must arrange for an annual audit; many public agencies audit their own JPAs. The JPA must file the completed audit with the county auditor who makes copies available to the public.

JPAs differ from other local governments in another important way. Before counties, cities, and special districts can issue revenue bonds, they need majority-voter approval. If its voters approve, then the local government sells the revenue bonds to private investors and uses the resulting capital to build a public facility, like a parking garage. As the principal and interest on the bonds become due, local officials repay the private investors with the revenues that they collect from, for instance, the new parking garage. That's why this type of public debt is known as a revenue bond.

However, a JPA can issue revenue bonds without holding an election. State law allows a JPA to issue revenue bonds without voter approval, provided that each of the JPA's member agencies adopts a separate local ordinance. A city, for example, needs majority-voter approval to finance the expansion of its sewer plant with revenue bonds. But if the city and a sanitary district created a JPA, the JPA could issue the revenue bonds without voter approval if the city council and the district's board of directors adopted authorizing ordinances. While local voters can force referendum elections on these local ordinances, that rarely happens.

Special legislation allows some nongovernmental organizations to participate in joint powers agreements, even though they aren't public agencies. For instance, to help nonprofit hospitals keep pace with changes in the health care industry, the Legislature has allowed them to enter joint powers agreements to provide health care services in Contra Costa, Kings, San Diego, and Tulare counties. Another special bill allowed mutual water companies to

enter joint powers agreements with public water agencies. And specific tribal governments have special statutory authority to enter joint powers agreements.

Types of JPAs

JPAs perform many functions, although many (but not all) perform only one service.

JPAs offer:

- **Public services.**
- **Financial services.**
- **Insurance pooling and purchasing discounts.**
- **Planning services.**
- **Regulatory enforcement.**

There are no official categories for the types of JPAs, but their services fall into five broad groups: public services, financial services, insurance pooling and purchasing discounts, planning services, and regulatory enforcement.

- **General Services**

Agencies create JPAs to deliver more cost-effective services, eliminate duplicative efforts, and consolidate services into a single agency. Counties, cities, and special districts form JPAs to provide services such as fire and police protection and the removal of abandoned vehicles. Local agencies also use JPAs to fulfill mandates from the federal and state government, including solid waste management, special education, regional transportation planning, and hazardous waste monitoring. Other public services provided by JPAs vary from animal control and data storage to flood control and soil conservation.

The Stanislaus Drug Enforcement Agency is a JPA that handles drug trafficking by tapping into the expertise and resources of the

Ceres, Modesto, Newman, Patterson, Riverbank, Turlock, and Waterford police departments and the county sheriff. Before the formation of this JPA, Stanislaus County law enforcement agencies battled drug trafficking separately, resulting in disjointed solution to common problems. The drug dealing in Stanislaus County, especially the methamphetamine trade, continued to escalate. Consolidating the talent, resources, and equipment of each member agency allowed this JPA to tackle the region's drug problem more effectively. Furthermore, this JPA has been secured federal and state grants to aid its mission.

Humboldt and Del Norte counties and several cities within those counties formed the Hazardous Materials Response Authority to provide a hazardous materials team to oversee a large heavily forested region. Before creating this JPA, each county and city had struggled to operate its own hazardous materials program. The JPA allows local officials to deliver better services --- and to deliver them more efficiently.

- **Financial Services**

JPAs use the Revenue Bond Act of 1941 and the Marks-Roos Local Bond Pooling Act of 1985 to generate public capital. Public officials use JPAs to finance the construction of public works, including schools, city halls, bridges, and flood control projects. Some JPAs finance the purchase of special equipment, such as buses.

Financial JPAs with two member agencies, such as a city and its redevelopment agency, are often called public financing authorities (PFAs) or sometimes captive JPAs. These authorities sell Marks-Roos bonds to finance public improvements, like a new jail, local golf course, or parking lot. The California Debt and Investment Advisory Commission estimates that more than half of all JPAs formed since 1985 issue Marks-Roos Act bonds for public improvements.

The Association of Bay Area Governments is a 107-member JPA that offers its member agencies financing, such as bond-pooling programs that finance affordable housing, public works, and construction expenses. It is also one of the few JPAs with more than 100 member agencies.

Another large PFA is "CHF," formerly known as the Rural Home Mortgage Financing Authority, a JPA consisting of most of California's 58 counties. It consolidates federal, state, and local funding to provide grants and other financing needed by first-time home buyers.

- **Insurance Pooling and Purchasing Discounts**

JPAs offering insurance-pooling and reduced-price purchasing options usually involve agencies, such as school districts, that want to buy insurance or supplies and equipment for their member agencies. When private insurance companies raised their rates in the 1970s, many schools withdrew from the commercial insurance market and created joint powers agencies to obtain self-insurance by pooling their funds. These JPAs continue to offer school districts and other public agencies a cost-effective alternative to commercial insurance. In this arrangement, each member agency provides money to the JPA, which controls the funds in a collective account. The deposited funds earn interest, which finances the JPA's operations and pays the member agencies' claims. There are more than 50 self-insurance joint powers authorities.

School districts form JPAs to purchase lower-cost medical and dental benefits for teachers and district employees. The School Insurance Authority, a JPA formed in 1976, includes approximately 50 school districts, which together provide insurance coverage to schools throughout the state. Another example is the North Bay Schools Insurance Authority, which is comprised of 12 school districts in Napa, Solano, and Yolo counties and provides self-insurance coverage for property liability and workers' compensation claims. At times, this Authority is even able to

return money to its member agencies because of “good-risk” performance.

The Schools Excess Liability Fund is a JPA made up of other JPAs and therefore can be called a super JPA. This super JPA allows insured school districts to pool the insurance assets of their JPAs to handle claims over \$1 million, a practice that provides additional insurance coverage above the usual self-insurance policy maximum. The California State Association of Counties operates the Excess Insurance Authority, which provides similar insurance coverage for counties.

Joint powers agencies that join other JPAs are called super JPAs.

These super JPAs often secure lower rates and better services because their large size allows for volume discounts and increased competition among vendors. Some JPAs use their enhanced

purchasing power to buy equipment and supplies from private vendors. In Mendocino County, for example, several school districts formed a JPA to buy portable classrooms.

▪ **Planning Services**

Counties and cities also form JPAs for planning purposes and to address topics of regional importance. JPAs created for planning reasons typically work on regional problems that go beyond county and city limits. The JPAs usually bring together experts from several agencies to develop regional or subregional strategies. These JPAs rely on funding from their member agencies and in return provide services to their members.

More commonly known as Councils of Government (COGs), these regional planning agencies jointly exercise the planning powers of counties and cities. COGs serve most metropolitan regions. The Southern California Association of Governments (SCAG) covers six counties, 187 cities, and more than 18 million people. The

Association of Bay Area Governments (ABAG) is the joint planning body for the nine-county San Francisco Bay region. Even rural governments form COGs. The Tri-County Area Planning Council works on planning issues for Colusa, Glenn, and Tehama counties. State law relies on COGs to prepare regional housing needs assessments that direct the housing strategies found in county and city general plans. Many COGs also serve as metropolitan planning organizations for federal transportation plans.

- **Regulatory Enforcement**

Regulatory joint powers agreements, the least common type, enforce regulations through an independent agency or as an arrangement with other enforcing agencies. These JPAs ensure that member agencies adhere to federal and state laws and procedures by conducting educational seminars, formulating enforcement procedures, and maintaining an oversight role. The State Parole Board, for example, entered into a JPA with Stanislaus County to assist county sheriffs in monitoring parolees and reporting and apprehending violators.

Regulatory JPAs also enforce air pollution regulations. The Yolo-Solano Air Quality Management District resulted from a 1971 joint powers agreement to serve as the air-quality regulator for these two counties. Its governing board consists of Solano and Yolo county supervisors and the mayors and city council members from the cities within the two counties. This JPA satisfies the legal requirement placed on all counties to have an air quality regulatory authority, and has the same powers to grant air quality variances, monitor air quality, and enforce standards and regulations as its state-sponsored equivalent, the Air Pollution Control District.

The Funding of JPAs

As with any government agency, a joint powers agency needs money to operate. Among JPAs there are two popular funding methods: (1) create a revenue stream, and (2) raise capital by issuing bonds. Although JPAs do not need voter approval before issuing bonds, each member agency must pass an ordinance. Those ordinances face a 30-day period in which voters can object by signing referendum petitions that trigger an election. If there is no referendum petition or if the petition fails to qualify, the JPA can sell the bonds and use the proceeds to build improvements or buy equipment.

The City of El Cajon and San Diego County formed a JPA in 1973 to build a new city hall, county services building, and performing arts center. Their El Cajon Civic Center Authority issued \$6.5 million in revenue bonds to finance the projects, which helped boost downtown economic development.

JPAs that provide financing and sell bonds for multiple agencies pay for their operations by collecting fees from their member agencies for the JPA's bond services. Bond transactions are complicated and require skilled financial professionals to ensure that the bond sales meet legal and market requirements. Large JPAs providing financial assistance hire financial experts and sell their services to local agencies that want to issue bonds.

According to the California Debt and Investment Advisory Commission, JPAs have issued 1,238 bonds for securing more than \$44.5 billion in debt since 1985.

JPAs also sell bonds to refinance their member agencies' debts. These JPAs will sell a bond and use the proceeds to pay off a member agency's high-interest debt so it can assume a lower-interest debt.

Marks-Roos Act bonds:

- Do not require voter approval or a referendum before a JPA can issue the bonds.
- Can be issued at a public sale or privately, which provides more flexibility in finding a buyer who is best suited for the bond.
- Can be sold as one large bond with the proceeds loaned to its member agencies, which reduces extra loan fees and other charges.

In the 1990s, legislators became worried when a few small cities used the Marks-Roos Act to issue bonds that exceeded their capital needs. As a result, the Legislature stopped the practice of allowing so-called “roving JPAs” to issue bonds to pay for developments outside their member agencies’ jurisdictions (SB 147, Kopp, 1998).

JPAs and Special Districts: What Are the Differences?

Although sometimes confused with each other, a JPA is not a special district, even though they may provide similar services. A special district is a separate local government with its own governing body that delivers public services to a particular area. Special districts rely on state laws for their legal authority and elected or appointed boards of directors for their governance. A comparison of JPAs and special districts appears on the next page.

Most special districts provide only a single service to a specifically defined area, unlike counties and cities that provide services throughout their boundaries. Cities and counties must provide a variety of services, many mandated by federal and state governments, whereas special districts deliver only the services the public wants and is willing to pay for. Fire protection districts,

cemetery districts, and mosquito abatement districts exist because taxpayers are willing to pay for these public services.³

As the following table shows, JPAs differ from special districts in four important ways. The **legal authority** for all JPAs comes from just one state law, the Joint Exercise of Powers Act. Each type of special district has its own principal act. Fire districts operate under the Fire Protection District Law, for example, while the cemetery districts rely on the Public Cemetery District Law. The **formation** of a JPA is relatively uncomplicated, requiring only the signing of a joint powers agreement by the member agencies. In contrast, there are complicated procedures to form a new special district, usually including the approval of the Local Agency Formation Commission (LAFCO) and voter approval.⁴ A JPA's **governance** structure depends on what the member agencies agreed to, while state law spells out the election or appointment requirements to select special districts' governing boards. JPAs provide only the **services** that are common to their member agencies, while special districts can deliver any of the services that state law permits.

Comparing Joint Powers Agencies and Special Districts		
	JPAs	Districts
Legal authority:	Joint Exercise of Powers Act	Separate principal acts
Formation:	Joint exercise of powers agreements	LAFCO and voter approval
Governance:	Determined by the JPA's member agencies	Governing board (elected/appointed)
Services:	Any common powers	Only what state law allows

³ For more information on special districts, see *What's So Special About Special Districts? A Citizen's Guide to Special Districts in California*, available online at www.sen.ca.gov/locgov under "Publications."

⁴ For more information on LAFCOs, see *It's Time To Draw The Line: A Citizen's Guide to LAFCOs*, available online at www.sen.ca.gov/locgov under "Publications."

Advantages and Disadvantages of JPAs

JPAs have both advantages and disadvantages:

Advantages

- **JPAs are flexible and easy to form.** The Joint Exercise of Powers Act allows any government agency to participate in a JPA. The Act permits the member agencies to negotiate their levels of commitment and structure their own governing boards.
- **JPAs may be more efficient than separate governments.** JPAs allow local agencies to join forces and tackle issues together. The personnel, expertise, equipment, and property of each agency can be consolidated, promoting economy and efficiency.
- **JPAs finance public works.** JPAs can finance improvements such as parks, city halls, courthouses, and schools. JPAs can jointly purchase equipment, finance insurance pools, refinance member agencies' debts, and provide working capital by selling bonds.
- **JPAs cooperate on regional solutions.** JPAs serve as public forums for regional problems, providing residents with the opportunity to focus on regional issues. When the problems of affordable housing, transportation, energy, and drug trafficking cross local boundaries, JPAs can offer the wider view.
- **Joint powers help communities find grants.** Local agencies form JPAs to pursue grants to fund better services, start new programs, or purchase equipment. Participation in a JPA helps local authorities show the grant givers that they are willing to cooperate on regional problems --- as opposed to competing with each other for grant funds for separate projects.

Disadvantages

- **JPAs require mutual trust to form.** Getting separate public agencies to cooperate can be hard because each organization has its own powers, purposes, and politics. Sometimes it takes a long time to build the trust that's needed before public officials are ready to sign a joint powers agreement that puts the common good ahead of individual needs.
- **JPAs can be hard to keep together.** Because a joint powers agreement is merely a voluntary relationship among the member agencies, local problems may threaten to split up the JPA. Changes in local public support, new political leaders, or financial pressures may cause a member agency to reconsider participating in the JPA. If a member agency pulls out, the departure may harm the JPA's long-term bonds or purchasing programs.
- **JPAs can be hard to dissolve.** To avoid the financial problems that can result if member agencies pull out of JPAs, some joint powers agreements include specific protocols that make it difficult to dissolve the agreements. To keep petty problems from splintering a long-term JPA, a dissident government may have to give the other member agencies months or years of warning before dropping out.
- **JPAs can be hard to understand.** Some people see JPAs as an additional and unnecessary layer of government, even when that may not be the case. Local residents may ask why they must call the JPA instead of a local office for answers to their questions. When agencies combine forces or create a separate agency to provide a service, the visibility and accountability of the JPA may not be readily apparent.

Current and Emerging Trends

The popularity of JPAs will continue to increase, because JPAs are one of the successful ways to promote intergovernmental cooperation --- and cooperation among governments can save money for state and local agencies and their constituents. JPAs will continue to offer bond pooling services to their member agencies, promote joint purchasing and insurance programs, and serve as regional planning agencies in metropolitan areas. In rural areas, JPAs are likely to remain popular because these confederations don't require the member agencies to surrender their local identities. In addition, the successful use of JPAs to promote home ownership will remain attractive among rural counties.

The purposes for which governments form joint powers agreements also will continue to expand. Ever since it started with a single tuberculosis sanitarium 85 years ago, the joint powers movement has spread beyond public works projects to include public services and funding programs. Urban and suburban communities formed COGs in the 1960s to plan for transportation, housing, and open space throughout politically fragmented regions. Rural county officials adapted the joint powers concept to develop a JPA that finances first-time home purchases. More innovations likely will emerge as public officials think of new ways they can join forces to serve their constituents' needs.

Because they are politically attractive, JPAs will discover that nongovernmental entities want to join their efforts. Just as nonprofit hospitals and mutual water companies won legislative permission to join JPAs, other nongovernmental organizations may sponsor their own special bills. For example, California Indian tribal governments, especially those with gaming revenues, are increasingly interested in working with counties and cities on topics that cross their jurisdictional boundaries. Legislators may see more requests to allow tribal governments to join JPAs that operate as COGs.

And because they are easy to form, JPAs must protect their member agencies' fiscal integrity. The controversy surrounding how some JPAs used the Marks-Roos Act in the 1990s reminds public officials to guard against the potential misuse of the Joint Exercise of Powers Act. Bond pooling is a cost-effective way to generate public capital, but JPAs should not abuse the public trust.

Frequently Asked Questions

1. **Can any government agency join a JPA?** Yes. Federal and state agencies, counties, cities, special districts, school districts, redevelopment agencies, and even other JPAs can be members of one --- or several --- JPAs. California Indian tribal governments can join JPAs if they get legislative permission.
2. **Who runs a JPA?** Most JPAs' governing boards have five or seven members, but state law does not require a specific number. Each joint powers agreement outlines its own rules about how its board will be set up, keeping in mind that each member agency will want to be sure that its interests are represented.
3. **How can I find out who runs a JPA?** State law requires every public agency --- including a joint powers agency --- to file basic information with the Secretary of State and the county clerk of the counties where it keeps offices. The Secretary of State and the county clerks keep official rosters of public agencies. Because they are separate government agencies, joint powers agencies may be listed in local telephone directories or online.
4. **Who pays for JPAs?** The member agencies that created the joint powers agency or authority pay for the organization's operation. Their joint powers agreement usually spells out how much each member agency contributes, based on such factors as its projected use of services.
5. **What is a JPA's lifespan?** There is no fixed timeframe. Member agencies can dissolve a JPA when it no longer serves their interests or a predetermined termination date may be part of the joint powers agreement.

6. **How many JPAs are there?** That's actually a tough question to answer. The Secretary of State keeps data on joint powers agencies that are separate organizations. Approximately 1,800 JPA notices are on file with the Secretary of State. The State Controller, however, received annual financial reports from 718 JPAs in 2004-05. The big gap between these numbers remains puzzling.
7. **What happens when a JPA dissolves?** A joint powers agreement outlines the terms for ending the agreement. For JPAs that issue bonds, there would be provisions on how bonds would be repaid, regardless of whether the JPA is still operating. The assets that a JPA acquires during its operation would be divided among the member agencies, following the agreement's terms.
8. **Are JPA meetings open to the public?** Yes, of course. Like other local agencies, JPAs must follow the Ralph M. Brown Act, the California Public Records Act, the Political Reform Act, and other public interest laws. They must print agendas and permit the public to participate in their meetings.
9. **Can JPAs levy additional taxes or assessments?** The Joint Exercise of Powers Act does not allow a JPA to levy new taxes or assessments. However, a JPA's member agencies could levy their own taxes or benefit assessments and contribute the revenues to the JPA's operation. But the member agencies must still comply with the California Constitution and state law when levying taxes or assessments.
10. **Where can I find more information about JPAs?** Start by contacting the JPA directly. Also, you can contact your own county supervisor or city councilmember and ask about the joint powers agreements in your community. For financial information on a JPA, refer to the State Controller's annual publication, *Special Districts Annual Report*, which is available online at www.sco.ca.gov, or call your county's auditor-

controller. The California Debt and Investment Advisory Commission has information about JPAs' bond issues. Details about JPAs that offer insurance-pooling services are available from the California Association of Joint Powers Authorities.

11. **Who oversees JPAs?** The public agencies that set up JPAs have a continuing responsibility to monitor their creations. Although no state agency directly controls JPAs, several collect reports and data on JPAs, including the Secretary of State's office, the State Controller's office, and the California Debt and Investment Commission. County civil grand juries function as civil watchdogs and may examine the records of JPAs operating in the county, while county auditors keep tabs on the financial reports of JPAs.

Resources and Web Sites Related to JPAs

- California Association of Joint Powers Authorities (CAJPA)
530 Bercut Drive, Suite G
Sacramento, CA 95814
(916) 369-6142
www.cajpa.org

- California Debt & Investment Advisory Commission (CDIAC)
State Treasurer's Office
915 Capitol Mall, Room 400
Sacramento, CA 95814
(916) 653-3269
www.treasurer.ca.gov/cdiac

- The California Grand Jurors' Association (CGJA)
www.cgja.org

- California Special Districts Association (CSDA)
1112 I Street, Suite 200
Sacramento, CA 95814
(916) 441-7887
www.csda.net

- California State Association of Counties (CSAC)
1100 K Street, Suite 101
Sacramento, CA 95814
(916) 327-7500
www.csac.counties.org

- League of California Cities
1400 K Street
Sacramento, CA 95814
(916) 658-8200
www.cacities.org

- State Controller's Office
Division of Accounting & Reporting
Local Government Reporting Section
3301 C Street, Suite 500
Sacramento, CA 95816
(916) 445-5153
www.sco.ca.gov

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(916) 651-1538**

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This not only helps in tracking expenses but also ensures compliance with tax regulations.

In the second section, the author provides a detailed breakdown of the monthly budget. It includes categories for housing, utilities, food, and entertainment. Each category is further divided into sub-items, allowing for a granular view of where the money is being spent.

The third section focuses on investment strategies. It explores various options such as stocks, bonds, and real estate. The author discusses the risks and potential returns of each, providing a balanced perspective on how to allocate funds for long-term growth.

Finally, the document concludes with a summary of key takeaways. It reiterates the importance of financial discipline and regular review of one's financial status. The author encourages readers to take control of their finances and make informed decisions.

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
OF
THE FIVE CITIES FIRE AUTHORITY**

This JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement" or "JPA") is dated this 22nd day of June, 2023, for reference purposes only, and is entered into by and between the undersigned Member Agencies. The undersigned Member Agencies, the Cities of Arroyo Grande and Grover Beach, may be referred to herein individually as "Member Agency" and collectively as "Member Agencies" or "Members."

RECITALS

A. The City of Arroyo Grande ("Arroyo Grande") and the City of Grover Beach ("Grover Beach"), (collectively, "Member Agencies") have the authority under California law to provide fire protection, emergency medical and related services within their respective jurisdictions.

B. Each Member Agency is a public agency authorized and empowered to contract with the other Member Agency for the joint exercise of powers under the Joint Exercise of Powers Act, Sections 6500, *et seq.*, of the California Government Code (the "Act").

C. Each Member Agency is a local public entity, and are municipalities in contiguous geographical proximity, having similar fire protection needs, and a history of coordination and cooperation between each other.

D. By jointly exercising fire protection, emergency medical and related services, each Member Agency is able to achieve cost savings and operational efficiencies for the benefit of the persons residing in the Member Agencies' respective service areas.

E. On June 7, 2010, the Member Agencies, desirous of improving the quality and level of fire suppression and emergency medical service delivery within their communities through the sharing of resources and expertise, entered into a Joint Powers Authority Agreement (the "JPA") and have operated as Five Cities Fire Authority pursuant to the terms and conditions in that agreement since that time. Under that agreement, the Member Agencies have shared fire services, allowing for cost savings and operational efficiencies in providing fire services to the public. Consolidation of such fire services into a single public entity has allowed for an efficient fire protection organization significant command and administrative benefits, and a net-decrease in operational costs with a concurrent increase in operational efficiency.

F. The Oceano Community Services District was previously a member of the JPA, but voluntarily exited the JPA in June 2023 due to an inability to meet its contribution obligations under the JPA.

G. The Member Agencies have now determined the specific terms of the 2010 agreement should be amended so that this Amended and Restated Joint Powers Agreement accurately reflects the Authority's current structure and operations.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated the Member Agencies agree as follows:

1. **Recitals.** The recitals above are true and correct and are hereby incorporated into the terms of this Agreement as though fully set forth herein.
2. **Term.** The term of this Agreement shall commence as of the date the Member Agencies have fully executed this Agreement and continue until terminated pursuant to the terms of this Agreement.
3. **Definitions.** Except where the context otherwise clearly requires, the following words and phrases shall have the meanings specified below:

“**Act**” shall mean the Joint Exercise of Powers Act of the State of California, commencing with California Government Code Section 6500, as now existing or as may hereinafter be amended or supplemented.

“**Agreement**” shall mean this Joint Exercise of Powers Agreement by and between the Member Agencies, as supplemented, amended and/or restated from time to time.

“**Authority**” shall mean the Five Cities Fire Authority, a joint powers authority created by this Agreement in accordance with the Act, made up of the Member Agencies, the Cities of Arroyo Grande and Grover Beach.

“**Authority Area**” means that geographic area encompassing the total combined jurisdictional boundaries of the Member Agencies, as lawfully changed from time to time.

“**Board**” or “**Board of Directors**” means the governing body of the Authority as established by this Agreement.

“**Board member**” or “**Director**” means a member of the governing body of the Authority.

“**Fiscal Year**” means July 1 of one year through June 30 of the following year.

“**Formation Date**” means the date when the Authority was originally created, June 7, 2010.

4. **Creation of Authority.**

4.1 **Authority Created.** The Authority was created as a public entity on June 7, 2010 as the “Five Cities Fire Authority” by operation of the prior Joint Powers Authority agreements. The Authority was and is formed pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California, which authorizes two or more public agencies, by a joint powers agreement entered into respectively by them and authorized by their legislative or governing bodies, to exercise jointly any power or powers common to the member agencies. The Authority shall be a public entity separate from the Member Agencies and is responsible for the administration of this agreement.

The debts, liabilities and obligations of the Authority shall be the debts, liabilities and obligations of the Authority alone and not of one or more of the Member Agencies.

(a) Confirmation of Authority Name. The Authority is known as the “Five Cities Fire Authority.”

4.2 Notices. Within thirty (30) days after execution of this Amended and Restated Agreement, the Authority shall cause a notice of such amendment to be prepared and filed with the office of the California Secretary of State containing the information required by California Government Code § 6503.5. Within ten (10) days after execution of this Amended and Restated Agreement, the Authority shall cause an amended statement of information concerning the Authority, as required by California Government Code § 53051, to be filed with the office of the California Secretary of State and with the County Clerk, of any change in facts as required by Government Code § 53051(a).

4.3 Authority Area. The geographic boundaries of the Authority (“Authority Area”) shall be coextensive with those of the Member Agencies, as lawfully changed from time to time.

4.4 Other Joint Powers Agreements Superseded. As of the Effective Date of this Agreement, any prior JPA agreements and/or amendments of the Five Cities Fire Authority shall have no further force and effect. Notwithstanding the foregoing, nothing in this Agreement supersedes the obligations, or otherwise absolves the former member agency of the Authority, Oceano Community Services District, of its ongoing share of unfunded CalPERS liabilities, including but not limited to pension/CalPERS, accrued fringe benefits, and other liabilities incurred from Oceano’s participation in the Five Cities Fire Authority, prior to June 30, 2023 (“Liabilities”). The Authority shall enter into a standalone agreement with Oceano Community Services District with respect to those ongoing Liabilities.

4.5 Bylaws. The Board may adopt bylaws and any other regulations, policies, or procedures for the operation of the Authority not inconsistent with State constitutional, statutory, or decisional case law or the California Code of Regulations.

4.6 Purpose. The purpose of this Agreement is to jointly exercise fire protection, emergency medical, and related services. The purpose shall be accomplished, in the manner set forth in this Agreement. The Member Agencies each possess the powers necessary or convenient for the accomplishment of such purposes.

(a) Through the Authority and its governing body, the Member Agencies shall collaborate, cooperate and seek to determine ways in which the Member Agencies and the citizens residing within the Authority Area can benefit from joint services.

(b) The Authority shall provide fire protection, emergency medical, and related services within the Member Agencies.

(c) The Member Agencies shall jointly benefit through the sharing of resources, which may include but is not limited to the sharing of executive and/or administrative staff. Among other public benefits, the Member Agencies shall receive reduced costs and more efficient services through the sharing of such resources.

(d) The purposes of this Agreement shall not be construed as limiting, and the Authority, and the Board shall be authorized to further define the means by which the joint exercise of services may be accomplished.

(e) The Authority may, if approved by the Member Agencies, accept new Parties to this Agreement, and the purposes of this Agreement shall include the provision of fire protection, emergency medical, and related services within the territorial jurisdiction of any new Parties. The purposes of this Agreement shall apply to any new Parties.

5. **Powers of Authority.**

5.1 The Authority shall exercise the powers common to the Member Agencies, powers otherwise permitted under the Act, and powers necessary to accomplish the purposes of this Agreement.

5.2 The Authority is hereby authorized, in its own name, to do all acts necessary, convenient and appropriate for the exercise of the foregoing powers for the purposes set forth in this Agreement and to do any or all of the following:

(a) Setting and adopting policies, including the scope of the Management Committee's authority under Section 7.1.

(b) Adopting an annual budget.

(c) Employing personnel, consultants, advisors and independent contractors, setting parameters for labor negotiations, and ratifying labor agreements.

(d) Entering into contracts, leases and other agreements, which may include, but are not limited to, a contract for administrative and fiscal services and a contract with a Certified Public Accountant for annual audit services or 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, and obtaining leaseholds, licenses, and other interests in property, including the authority to acquire, dispose of, construct, manage, maintain or operate any building, works or improvements.

(i) Issuing revenue bonds pursuant to California Government Code Section 6540, *et seq.*

(j) Obtaining in its own name all necessary permits, licenses, opinions and rulings.

(k) Expending funds of the Authority only for the purpose of carrying out the provisions of this Agreement as they now exist or may hereafter be amended. Such powers shall be exercised in the manner provided in the Act subject only to such restrictions as set forth in this Agreement or other applicable law.

(l) Suing and being sued in its own name.

(m) Carrying out and enforcing all of the provisions of this Agreement.

(n) To incur debts, liabilities or obligations, which do not constitute a debt, liability or obligation of any Member Agency.

(o) To receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations, and governmental entities, provided that the Authority consents to such gifts, contributions and donations.

(p) To fix the compensation, if any, paid to the Board of Directors, Secretary, Treasurer, Controller and Attorney, in compliance with all applicable laws.

(q) To prescribe the duties, compensation and other terms and conditions of employment of other agents, officers and employees.

(r) To adopt reasonable rules and regulations for the conduct of the day-to-day operations of the Authority.

(s) To apply for, accept, receive and disburse grants, loans and other aid.

(t) To invest money in the treasury, pursuant to Government Code section 6505.5, that is not required for the immediate necessities of the Authority, as the Authority determines advisable, in the same manner and on the same conditions as local agencies, pursuant to Section 53601 of the Government Code.

(u) To exercise any and all powers which are provided for in the Act and in Government Code section 6584 et. seq. including, without limitation Government Code section 6588, as they exist on the Effective Date of this Agreement or may hereafter be amended.

(v) Other powers and duties incidental to those enumerated herein.

5.3 Manner of Exercise of Powers. The powers of the Authority shall be limited only by the terms of this Agreement, the Act, and applicable law, as amended from time to time. The laws of the State of California applicable and common to general law cities shall govern the Authority in the manner of exercising its powers common between the cities, subject to such restrictions as are applicable to the City of Arroyo Grande in the manner of exercising such powers, as required by Government Code section 6509.

6. **Governance.**

6.1 **Board of Directors.** The Authority shall be governed by a four-member Board of Directors (collectively "Board," individually "Board member" or "Director"). Each Member Agency may appoint Board members, as follows: two (2) elected city councilmembers, which may but is not required to include the Mayor from each Member Agency. Each of the four (4) Authority Board members, and any alternates, shall be appointed as determined by the respective Member Agencies' City Councils and any applicable local policies. All the power and rights of the Authority shall be exercised by the Board, subject to the rights reserved by the Member Agencies as set forth in this Agreement; provided, however, that the Board may delegate such powers and authority to committees, sub-committees, the Management Committee, and others as the Board deems appropriate.

6.2 **Compensation.** Directors may receive such compensation from the Authority for services as may from time to time be established by the Board, subject to the limits of applicable law. Directors shall be reimbursed for necessary and actual expenses incurred in the conduct of the Authority's official business as permitted by law and by policies adopted by the Board.

6.3 **Board Officers, Alternating Member Agency Term.** In the interest of full representation between the two Member Agencies, the role of Board Chair and Vice Chair shall alternate between the two Member Agencies as follows:

(a) A Board member from one of the two Member Agencies shall serve as Board Chair over a one-year term ("Chair Term"). During each Chair Term, the Vice Chair shall be selected from a different Member Agency than that of the Board Chair, ensuring the Vice Chair serves a city council that is not part of the City organization on which the Board Chair serves.

(b) Following each one-year Chair Term, the Chair and Vice Chair shall alternate between the two Member Agencies, so at all times the Board Chair and Vice Chair shall be from the separate Member Agencies.

(c) The Chair, or in the Chair's absence the Vice Chair, shall preside at and conduct all meetings of the Board and execute agreements and other official instruments on behalf of the Authority. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair. In the absence of the Chair and the Vice Chair, the absent members may appoint a different member of the Board to serve as an alternate.

(d) The procedure for selecting the Board Chair and Vice Chair shall be set forth within the Authority's adopted by-laws or other adopted Authority policy as soon as practical.

6.4 Meetings of the Board.

(a) *Annual Meeting.* The Board shall hold an annual meeting to review the services provided by the Authority and to consider approval of a budget, which shall be a regular meeting conducted in accordance with the provisions of the Ralph M. Brown Act, Sections 54950 et seq. of the California Government Code. The Board shall also hold regular meetings at least quarterly, on a schedule adopted pursuant to subsection 6.4(d) below. The Board may hold additional regular meetings as determined by the Board and may adopt such procedures and resolutions for conducting such meetings and other business as the Board deems appropriate. Alternatively the Board may establish an executive or other committee to hold regular meetings.

(b) *Conduct of Meetings.* All meetings of the Board including, without limitation, regular, adjourned regular, and special meetings shall be called, noticed and conducted in accordance with the provisions of the Ralph M. Brown Act, Sections 54950 et seq. of the California Government Code.

(c) *Quorum.* A simple majority of the Board shall constitute a quorum for the purpose of transacting business. The affirmative vote of a majority of the quorum shall be required for the Authority to take any action and must include at least one affirmative vote from one Board member from each Member Agency, except: (i) where different voting requirements are provided for by applicable law or local Authority policies; and (ii) approval of budgets, issuance of any bonds, exercise of eminent domain, and incurrence of any debts, liabilities, obligations, certificates of participation or other evidence of indebtedness shall require an affirmative vote of the majority of the membership of the Board subject to any specific, adopted or applicable Authority purchasing policy. This section shall not prohibit the Board from delegating the authority to purchase goods and services, including goods and services consistent with any adopted or applicable Authority purchasing policy, specified herein.

(i) In the absence of a quorum at any meeting of the Board, a majority of the directors present, or the Chair in the absence of all directors, or the secretary may adjourn the meeting from time to time without further notice, but no other business may be transacted.

(d) *Location and Date.* The Board shall meet at the Principal Governance and Business Office as set forth in Section 9 of this Agreement, or at such other place as may be designated by the Board for its regular, adjourned regular, and special meetings consistent with this Agreement. The dates upon which, and the hour and place at which, any regular meeting shall be held shall be fixed by resolution of the Board and a copy of such resolution shall be provided to each Member Agency.

(e) *Agendas and Minutes.* The Board may select, appoint, or employ a secretary to keep or cause to be kept, at the principal business office, the principal governance office, or such other place as the Board may order, a book or electronic copy of minutes of all meetings of the Board and its committees as required by law, with the time and place of holding, whether regular or special, the notice thereof given, the names of those present at the meetings, and the proceedings thereof. As soon as practicable after each meeting, the secretary shall cause a copy of the minutes to be forwarded to each director of the Board, and to the Member Agencies. The secretary need not be a director and shall serve at the pleasure of the Board.

6.5 Board Committees

(a) *Committees.* The Board may create any standing or ad hoc committees as it sees fit. The Board may delegate to any committee the authority to approve any action or transact any business of the Board, except for business that is required by this Agreement to be approved by the full Board.

(b) *Actions of Full Board.* Approval of budgets, issuance of any bonds, exercise of eminent domain, and incurrence of any debts, liabilities, obligations, certificates of participation or other evidence of indebtedness as may be set forth in the Authority's effective purchasing policy and any legislative actions as defined by State law shall require an action of the full Board and shall not be delegated to any Board committees.

(c) *Procedures.* Except for exempt ad hoc committees, all meetings of committees including, without limitation, regular, adjourned regular, and special meetings shall be called, noticed and conducted in accordance with the provisions of the Ralph M. Brown Act, Sections 54950 et seq. of the California Government Code. Committees shall maintain minutes of their proceedings.

6.6 Bylaws. The Board may adopt bylaws and any other regulations, policies, or procedures for the operation of the Authority.

7. Executive Officers and Personnel

7.1 Management Committee. The management of the Authority shall vest in a Management Committee made up of the current City Manager for both Member Agencies or the City Managers of any Member Agencies added to this Agreement. The Management Committee shall be participants in, and oversee all non-Management Committee Executive Officers, and any Executive Officers' responsibilities as set forth in this Agreement. The Management Committee shall have the power, subject to any Board direction or Board-adopted policies:

(a) To execute any contract up to an amount consistent with any ordinance or rules adopted by the Board establishing the Authority's purchasing policies and procedures, and/or policies for capital costs of special services, equipment, materials, supplies, maintenance, or repair that involves an expenditure by the Authority within budgetary limits approved by the Board ("Board purchasing policies");

(b) To hire, terminate, and oversee the performance of the Fire Chief;

(c) To expend funds of the Authority subject to any Board purchasing policies and enter into contracts, whenever required for the immediate preservation of the public protection, health, or safety;

(d) To sell any personal property of the Authority up to a value consistent with the Board's purchasing policies;

(e) To support the Board as determined by the Board in labor negotiations and management;

(f) To administer the priorities and policies established by the Board for fire services of the Authority;

(g) To perform such other duties as may be assigned by the Board, and to report at such times and concerning such matters as the Board may require.

7.2 Executive Officers. The executive officers of the Authority shall include the Management Committee, the Chief Executive Officer, the Fire Chief, the Treasurer, the Auditor/Controller, and such other executive offices as created by the Board. All executive officers shall report to the Management Committee, and the acting Chief Executive Officer.

(a) *Chief Executive Officer.* The Chief Executive Officer will be the City Manager from the Management Committee that is employed by the same Member Agency from which the current Board Chair serves as a city councilmember or Mayor. The Chief Executive Officer shall alternate automatically, serving during the same Chair Term that the Board Chair serves on the Chief Executive Officer's Member Agency city council. The Chief Executive Officer shall carry out the decisions of the Management Committee and act as the signatory for the Authority on all actions requiring approval of the Management Committee.

(b) *Fire Chief.* The Fire Chief shall be responsible for the proper and efficient operation of the Authority as is or hereafter may be placed in his or her charge, or under his or her jurisdiction or control, pursuant to the provisions of this Agreement, or of any ordinance, resolution, bylaw or minute order of the Board. The Management Committee shall appoint and oversee the performance of the Fire Chief. The Fire Chief, as an at will employee of the Authority, shall report to the Management Committee and Chief Executive Officer, and by extension the Board, on all of the following, in a manner prescribed by the Board in consultation with the Management Committee:

(i) Plan, coordinate, supervise, and evaluate the Authority's operations, and conduct day-to-day operations of the Authority;

(ii) Supervise and manage Authority fire personnel;

(iii) Coordinate and supervise training of fire personnel;

(iv) Make recommendations to the Management Committee and Board on Authority operations;

(v) Establish policies and procedures of the Authority to implement directives from the Board and the Management Committee;

(vi) In conjunction with the Treasurer, prepare an annual budget for submission to the Management Committee and the Board;

(c) *Treasurer.* The Director of Administrative Services of Arroyo Grande shall be the Authority Treasurer. The Authority Treasurer shall perform such duties as are set forth in this Agreement and any other duties specified by the Board or as required by the Act, and shall perform the duties specified in Government Code sections 6505 and 6505.5, as

amended from time to time. The Authority Treasurer shall be the depository of funds and shall have custody of all money of the Authority, from whatever source.

(i) The Board may at any time select, employ, or appoint a new or different Authority Treasurer who shall be: (1) the Treasurer or Finance Director of one of the Member Agencies; (2) a certified public accountant; or (3) such other officer or employee of one of the Member Agencies as the Board shall deem qualified to act as the Authority Treasurer, so long as permitted by law.

(d) *Auditor/Controller.* The Authority Auditor or Authority Controller shall be the same officer or employee of the City serving as the Authority Treasurer. The Authority Auditor or Authority Controller shall perform such duties as are set forth in this Agreement and any other duties specified by the Board or as required by the Act.

(i) The Board may at any time select, employ, or appoint a new or different Authority Auditor or Authority Controller who shall be: (1) the auditor or controller of one of the Member Agencies; or (2) such other officer or employee of one of the Member Agencies as the Authority shall deem qualified to act as Authority Auditor or Authority Controller, so long as permitted by law.

(e) *Secretary.* The Board shall appoint, or designate to the Management Committee in consultation with the Fire Chief to appoint a Secretary who shall serve at the pleasure of the Board. The Secretary shall be the official custodian of records for the Authority, make all filings requested by the Board and legally required, and be responsible for agendas and meeting minutes as provided in Section 6.4(f) of this Agreement.

7.3 Official Bond. Pursuant to Government Code section 6505.1, the public officer, officers or persons who have charge of, handle or have access to any property of the Authority shall file an official bond in an amount of \$25,000, unless fixed by the Parties to this Agreement in a different amount by unanimous decision of the Board.

7.4 Other Officers and Staff

(a) *Attorney for Authority.* The Attorney for the Authority shall be appointed by the Board of Directors. The Attorney for the Authority or a designated deputy shall attend all meetings of the Board of Directors; provided, however, that the absence of the Authority Attorney shall not affect the validity of any meeting. The Attorney shall perform such other duties the Board of Directors specifies.

(b) *Officers and Professional Services.* The Board may select, appoint, or employ any other officers, or professional and expert services as may be necessary or appropriate to accomplish the purposes of this Agreement, including but not limited to, legal counsel, financial consultants, accountants, engineers, architects, contractors, appraisers and any other consultants and advisors, which may be a corporation, partnership, firm or individual. The Board may delegate to the Fire Chief or to a committee the authority to hire officers and professional services.

(c) *Employees of Authority.* Employees of the Authority are (i) those individuals employed by Arroyo Grande, but assigned to the Authority between the Authority and Arroyo Grande referenced in Exhibit A of this Agreement; and (ii) those individuals employed directly by the Authority. The Parties' governing bodies may meet in closed sessions for the purpose of providing input to the Board regarding the terms of compensation for Authority employees.

(d) *Shared Resources.* The Board may contract with a Member Agency, or its officers, to provide necessary administrative services to the Authority as appropriate. All personnel employed by the individual Member Agencies shall remain employees of their respective Member Agency unless and until the Authority affirmatively employs such personnel pursuant to its powers. No express or implied employment contract between any Member Agency employee and the Authority exists as a result of this Agreement.

7.5 Interference Prohibited. The Board and the Member Agencies shall deal with the administrative services of the Authority (which includes the Authority's Treasurer, Auditor/Controller and Secretary) only through the Management Committee who may delegate to the Fire Chief and their responsibility set forth herein, except for the purpose of inquiry. Neither the Board, the governing body of any Member Agency, nor any individual members of either shall give orders to any subordinate of the Fire Chief.

7.6 Rules and Regulations. The Board shall forthwith adopt rules and regulations and perform all other acts necessary so that the Authority may hire personnel. Existing personnel operations remain in effect and control at the time this Agreement takes effect, until such time that the Board adopts rules and regulations that augment those existing personnel operations.

8. Equipment and Facilities.

8.1 *Fire Stations and Other Real Property*

(a) *Member Agency Buildings and Structures.* Buildings and structures owned by Member Agencies may be utilized for the Authority's use, but shall remain the property of the respective Member Agency. Each Member Agency shall be responsible for the maintenance and insurance of Member Agency buildings. The Authority shall not directly own, maintain, or insure any existing building or structure, unless the Authority and a Member Agency expressly agree in writing that the Authority accepts ownership, responsibility for maintenance, or responsibility to insure a particular building or structure. Any building constructed or owned by the Authority after the Formation Date shall be the property of the Authority, and in the event of dissolution of the Authority, shall be disposed of as provided in this Agreement.

(i) *Maintenance By Members.* The respective Members owning a fire station shall be responsible for the maintenance, repair, replacement, and improvements to the building structure, mechanical systems, electrical, plumbing, and exterior infrastructure (i.e., roof coverings, driveway, etc.). The Members are not responsible for (i) the maintenance or repair of any systems that have been installed by the Authority and are unique to fire service operations (e.g., dispatch/radio systems, computer networks, etc.), and (ii) the cost of performing any such

maintenance or repairs caused by the negligence of the Authority or its employees, agents, servants, licensees, contractors, or invitees.

(ii) *Maintenance By Authority.* The Authority shall be responsible for routine maintenance of fire stations, interior decorating, landscaping, and fire alarm systems. The Authority is also responsible for the maintenance, repair, replacement, and improvements of the dispatch telecommunication systems and all systems that have been installed by the Authority which are unique to fire service operations (e.g., dispatch/radio systems, computer networks, etc.).

(b) *Contributions of Real Property.* Either Member Agency may contribute real property to the Authority for the Authority's use. The Member Agency owning the interest in the real property shall continue to own said interest, unless the Member Agencies and Authority agree otherwise. The Board and the Member Agency owning the interest shall agree on the terms of the contribution.

(c) *Lease or Purchase of Additional Stations.* The Authority shall be authorized to lease, purchase, or obtain any other interest in real property for the Authority's uses.

8.2 *Equipment and Other Personal Property*

(a) *Equipment Provided by Member Agencies.* As soon as reasonably practicable, the Authority shall inventory all equipment owned by the Member Agencies that is available for the Authority's use. All Member Agency equipment shall remain the property of that Member Agency, unless the Member Agencies otherwise agree. The Member Agency may contribute additional equipment for the Authority's use upon terms agreed between the Member Agencies and the Authority. The Authority may rent or borrow equipment from the Member Agencies for temporary use. All equipment owned by the Authority or subject to an equipment lease for financing purposes, shall remain the property of the Authority.

(b) *Acquisition of Equipment.* The Authority may acquire any equipment or other personal property for the Authority's use.

8.3 *Separate Property of the Parties.* Exhibit C, attached and incorporated by reference, establishes the property which is owned by a Member Agency and not the Authority, notwithstanding that the Authority may use that property.

9. **Principal Offices.**

9.1 **Principal Governance and Business Office.** The principal business office and governance office of the Authority at the date this Agreement is effective shall be Authority's Station 1, at 140 Traffic Way, Arroyo Grande, California, 93420, ("Principal Governance and Business Office" or "Principal Office") or as otherwise determined by the Board. The Board may change the Principal Office, from time to time, and from one location to another, within the Authority Area. Any change shall be noted by the Authority Secretary and reflected in Authority document, but shall not be considered an amendment to this Agreement.

10. **Financial Provisions.**

10.1 Administrative services shall be provided by, and allocated between the Member Agencies as shown on Exhibit A, attached and incorporated by reference to this Agreement.

10.2 Operation and capital improvements costs shall be allocated among the jurisdictions in accordance with the cost-sharing formula in Exhibit B, adopted by the Board and the governing bodies of the Member Agencies, and attached and incorporated by reference into this Agreement.

10.3 Member Agencies will be billed quarterly by the Authority Treasurer, in accordance with the provisions of Exhibit A and B. Member Agencies agree to pay the invoices on a quarterly basis.

10.4 Capital Purchases. Capital purchases that solely benefit a Member Agency shall be funded by that Member Agency. All other capital purchases shall be funded on terms established by the Board. The funding of capital purchases that are not budgeted shall be separately approved by each Local Sub-Committee.

10.5 Budget.

(a) The Board shall initially adopt a budget within 30 days of execution of this Amended and Restated JPA. The Board shall adopt a budget for maintenance and operation costs, and costs of special services in time to allow review by the Member Agencies prior to April 30th of each fiscal year. The Authority's fiscal year shall be July 1 to June 30. Each Member Agency shall prepare its own annual budget for capital costs related to Authority services. Subject to the exception provided below in Section 10.5(b), no expenditures may be made by or on behalf of the Authority unless authorized by a budget or budget amendment approved by the Board.

10.6 Invoicing. Upon completion of the initial budget, and thereafter at such other intervals as determined appropriate by the Board, the Authority shall determine the amount of the budget expenses payable during the ensuing period pursuant to each Member Agency's share of expenses required by this Agreement, and the budget approved by the Board. The Authority shall submit to each Member Agency an invoice showing the Member Agency's share for the applicable period together with a calculation of the Member Agency's share. Each Member Agency shall pay to the Authority the amount invoiced within 30 days after the date of the invoice. Any amount not paid within 60 days of the date of an invoice shall be delinquent.

10.7 Default and Delinquency. Any Member Agency which defaults in its obligation to pay or advance any amounts due pursuant to this Agreement after such amounts have become delinquent shall be deemed to have waived and relinquished any rights and benefits it may have under this Agreement. Any defaulting Member Agency shall be liable to the Authority for interest on the unpaid amount at the rate of 10% per annum, or the maximum rate allowed by law if it is less than 10% per annum, until the overdue invoice amount is paid in full. If the Agreement is terminated, then the defaulting Member Agency shall remain liable for payment of

its share of debts, liabilities and obligations under this Agreement incurred prior to the date of termination, plus interest.

10.8 Accounting. The Authority shall maintain strict accountability of all funds, receipts and expenses, and shall keep and maintain appropriate records and accounts of all funds, receipts and expenses under this Agreement in accordance with generally accepted accounting practices for California public agencies and the requirements of the Act. The Authority shall allow any Member Agency, or any of its employees, accountants, attorneys or agents to review, inspect, copy and audit any such records and accounts.

10.9 Record of Contributions. The Authority shall maintain records of all fire prevention and suppression equipment, medical equipment, and associated property and assets contributed by each Member Agency and by the Authority, including any staff resources contributed to the Authority.

10.10 Audit. The records and accounts of the Authority shall be audited annually by an independent certified public accountant and copies of such audit reports shall be filed with the State and each Member Agency pursuant to the requirements of Section 6505 through 6505.6 of the Government Code. The audit shall conform to generally accepted auditing standards. Such report shall be filed within 12 months after the end of the fiscal year or years under examination, and no later than fifteen (15) days after receipt of such audit reports by the Authority.

10.11 Expenditures. The Board shall establish and comply with a system and procedure for the review and approval of Authority expenditures and claims and the drawing and signing of Authority warrants or checks. All expenditures shall be consistent with the approved budget, except as otherwise determined by the Board.

11. Debts, Liabilities, Obligations. Subject to all applicable laws, including but not limited to Government Code section 6508.1, all debts, liabilities, and obligations of the Authority shall be those of the Authority, and do not constitute debts, liabilities, or obligations of any one or more of the Member Agencies. The responsibilities and obligations of each Member Agency to this Agreement shall be solely as provided in this Agreement, or as provided in supplemental agreements or amendments as shall be executed by the Member Agencies. As required by law, the Member Agencies are liable for CalPERS liability of the Authority as follows:

11.1 The Authority shall use the City of Arroyo Grande's CalPERS contract for Employees of the Authority.

11.2 If a Member Agency withdraws from the Authority, the withdrawing Member Agency shall be liable for, and upon demand shall promptly pay, its share of the existing and/or contingent liabilities of the Agency as of the effective date of the withdrawal. The withdrawing Member Agency's share of liabilities shall bear the same relationship to the whole as its annual contribution for the operation of the Authority bears to the whole of all annual contributions.

11.3 If a Member Agency withdraws from the Authority, but the Authority does not dissolve or terminate, and the Authority has established a plan of periodically paying down part of its unfunded accrued pension liability ("UAPL") debt to CalPERS, the withdrawing Member Agency shall continue to be liable, and to promptly pay thereafter to Authority upon being billed,

its share of the Authority's UAPL based upon its prior years of membership. The withdrawn Member Agency's share of such UAPL expense shall be determined according to the same formula used by the Authority to allocate such costs during the final year of the withdrawing Member Agency's membership.

11.4 The withdrawing Member Agency shall also be liable for any additional Authority expenses as of the effective date of the withdrawal that exclusively benefit the withdrawing Member Agency as well as 100% of any early termination fees that accrue due to the withdrawal of the Member Agency.

11.5 Until such time that the Authority utilizes a different contract approved by its Board, if the City of Arroyo Grande dissolves, terminates, or ends its contractual relationship with CalPERS("the triggering events"), Government Code sections 6508.1 and 6508.2 will require all existing Member Agencies, and certain past Member Agencies, to each assume individual financial responsibility for its proportionate share of the UAPL then in effect. By joining Authority, each Member Agency promises and represents that upon occurrence of a triggering event: (i) it will undertake this obligation when requested by either CalPERS or the Authority; and (ii) that unless the Board determines differently, the proportionate share each Member Agency will assume shall be based upon the same formula used to determine each Member Agency's share of the Authority's last periodic UAPL payment to CalPERS in the year prior to the triggering event.

11.6 Prior to Execution. The debts, liabilities and obligations of each Member Agency in existence or accrued as of the full execution of this Agreement shall remain the debts, liabilities and obligations of that Member Agency and shall not be assumed by or transferred to the Authority. After the execution of this Agreement by both Member Agencies, however, any existing debt, liability or obligation of the Member Agencies may be expressly approved or accepted by the Authority by a formal written action of the Board.

11.7 Fire Engines 2 and 3, Equipment Lease Payments. Notwithstanding any other provisions of this Agreement to the contrary, the Parties mutually agree and understand that as a result of any dissociation, withdrawal or termination of this Agreement by a withdrawing member agency, that withdrawing member agency will not be obligated for future payment lease obligations for Engines 2 and 3 that remain in the custody, control, and possession of the Authority.

12. Indemnity and Hold Harmless; Insurance.

12.1 Indemnification of Member Agencies. The Authority shall indemnify, defend and hold harmless the Board of Directors, the individual Member Agencies, and their members, officers, directors, employees and agents from and against any and all liability, loss, damages, expenses, costs (including, without limitations, costs and fees of litigation or arbitration) of every nature, arising out of any act or omission related to this Agreement, any individual Member Agency, or their members, officers, directors, employees and agents.

12.2 Indemnification for Prior/Separate Acts. Each Member Agency (Indemnifying Member Agency) shall defend, indemnify and hold harmless the Authority, each Director, the

other Member Agency, and the Authority and each Member Agency's respective Council or governing board members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries and liabilities of every kind, including attorney's fees and expert's fees, arising directly or indirectly from the Indemnifying Member Agency's acts or omissions occurring prior to the effective date of the Authority's initial Effective Date of June 7, 2010, or that otherwise occur outside the scope of this Agreement.

12.3 Insurance. The Authority shall acquire insurance protection as is necessary to protect the interests of the Authority and the Member Agencies. The premiums for insurance acquired by the Authority, as well as any anticipated funds necessary to pay for self-insured retentions and deductibles for insurance, shall be determined based upon actuarial studies and included in the budget. Any adjustments to the budget to pay for insurance premiums, self-insured retentions, and deductibles shall be prepared by the Management Committee for presentation to the Board of Directors for consideration and approval.

12.4 Survival. These defense, indemnification, and hold harmless obligations shall survive and continue in full force and effect after withdrawal of any Member Agency from this Agreement or termination of this Agreement for any reason with respect to any negligent acts, errors or omissions that occurred before the date of such withdrawal or termination.

13. Termination.

13.1 Termination.

(a) When there are only two Member Agencies in the Authority, either Member Agency may unilaterally terminate the Agreement with an effective termination date of June 30 of any Fiscal Year, provided that written notice is provided to, and received by, the Authority and the other Member Agency by the terminating Member Agency no later than June 30 of the prior Fiscal Year, as expressed by vote of the governing body of the terminating Member Agency. Any terminating Member Agency shall be obligated to pay that Member Agency's contributions for the Fiscal Year ending on the effective date of termination.

(b) The Member Agencies may all jointly agree by written consent to terminate the Agreement, as expressed by resolution of the governing boards of all Member Agencies (passed by vote of the membership of the governing body of each Member Agency). Such termination shall provide for adequate time to wind-up the affairs of the Authority and distribute any assets pursuant to this Agreement. The Member Agencies shall be obligated to pay their contributions until the effective date of termination.

13.2 Disposition of Member Agencies' Property Upon Termination. Any property that was acquired by either Member Agency prior to entering this Agreement, and that is required either by this Agreement or by any subsequent act or Agreement to remain the property of the Member Agency, shall be returned to the Member Agency upon termination of this Agreement. Exhibit C lists the separate property of the Member Agencies, but a Member Agency may prove that it, and not the Authority, owns certain property by providing documentation establishing

such ownership. If property is not listed in Exhibit C, and no documentation establishes ownership of that property, the property will be presumed to be owned by the Authority.

13.3 Disposition of Authority Property Upon Termination. Upon termination of this Agreement, the assets and property of the Authority shall be distributed as follows:

(a) First, if either Member Agency is in default of its obligation to pay or advance any amounts due to Authority pursuant to this Agreement, then any funds or assets of the defaulting Member Agency shall be applied to the Authority in satisfaction of any such delinquency.

(b) Second, any other funds on hand shall be used to liquidate and wind-up the affairs of the Authority.

(c) Third, any surplus funds on hand remaining after satisfaction of subsections (a) and (b) above shall then be returned to the Member Agencies in proportion to their proportional financial contributions made to the Authority.

(d) Fourth, any property acquired by either Member Agency prior to entering this Agreement shall be returned to the Member Agency which owned the property at the Formation Date; provided, however, that if any such property has been substantially improved, repaired or modified by Authority funds, it shall be distributed pursuant to subsection (e) below.

(e) Fifth, any remaining property and assets shall be divided and distributed amongst the Member Agencies pursuant to separate agreement of the Member Agencies entered into at that time. If such subsequent agreement is not successfully negotiated and agreed to within a reasonable period of time, then the remaining property and assets shall be sold and the net proceeds from any sale shall be distributed among the Member Agencies in proportion to their financial and equipment contributions made to the Authority during the operation of this Agreement and any ancillary agreements.

14. **Conflict Resolution.** The Member Agencies agree that any and all disputes, claims or controversies between the Member Agencies arising out of or relating to performance of this Agreement, shall be resolved pursuant to the conflict resolution provisions as follows:

14.1 The Member Agencies shall first meet and attempt in good faith to negotiate and resolve any dispute arising out of or relating to this Agreement, subject to subsequent approval of any such resolution by the respective governing boards. The Member Agencies may, in each Member Agency's respective discretion, appoint either an alternative representative of the governing body or an ad hoc committee constituting less than a quorum of the governing body to meet and attempt in good faith to negotiate and resolve any dispute arising out of or relating to this Agreement, subject to subsequent approval of any such resolution by the respective governing boards.

14.2 If the matter is not resolved by negotiation pursuant to Section 14.1 above, then the Member Agencies agree that the matter shall be submitted to mediation within a reasonable period of time after receipt of a written request from one Member Agency to the other Member Agency requesting such mediation. The Member Agencies shall cooperate with one another in

selecting a mediator and in scheduling the mediation proceedings. Should the Member Agencies be unable to agree upon a mediator, they shall agree upon a mediation service and shall have that service select a mediator for them. The Member Agencies agree that they shall participate in the mediation in good faith and that they will share equally in the costs of mediation. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Member Agencies, their agents, employees, experts and attorneys, and by the mediator or any employees of the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the Member Agencies, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

14.3 If the matter is not resolved by negotiation pursuant to Section 14.1 above, or by subsequent mediation pursuant to Section 14.2 above, then the Member Agencies may submit the matter to binding or non-binding arbitration, but only if both Member Agencies agree to submit the particular controversy to arbitration. Neither Member Agency shall have a right to submit any controversy to arbitration without the other Member Agency's consent.

15. **New Members.**

15.1 **Addition of New Members.** The Authority may set the terms and conditions for admitting new members (a "New Member Agency") that it deems appropriate either by amendment to this Agreement or the Bylaws. New members may only be admitted with unanimous approval of the Board and the governing bodies of each Member Agency. Approved new Members shall execute a copy of this Agreement, as amended, and shall thereafter be subject to all terms and conditions contained herein.

15.2 **Construction.** The terms of this Agreement shall be construed so as to apply to new Members the same as to the initial Member Agencies to the Agreement. New Members shall have the rights and obligations accorded to "Members" or "Member Agencies (whether singular or plural) under this Agreement.

15.3 **Cost Share.** Prior to the acceptance of any New Member Agency, the proposed New Member Agency shall pay an amount, as determined by the Board, for the proposed New Member Agency's fair share of any start-up costs or other initial investments incurred by the Authority to admit the New Member Agency.

15.4 **Funding of Services.** The Authority shall not provide any fire protection or related services within a New Member Agency's geographic area unless and until the New Member Agency deposits sufficient funds to cover the estimated costs of services for a period of time as determined by the Board, to be not less than six (6) months.

16. **Withdrawal.** Notwithstanding any other provision of this Agreement, any Member Agency may withdraw from the Authority by providing the Authority with written notice of its intent to withdraw consistent with Section 13.1 of this Agreement, Termination. This includes providing written notice no later than June 30 of any Fiscal Year, a continuing obligation to pay that Member Agency's contributions for the Fiscal Year ending on the effective date of termination, and following Section 13.1.b. for the procedure where the Members Agency may

jointly agree by written consent on the withdrawal of a Member Agency. A withdrawal from the Authority constitutes a withdrawal of that Member Agency's representatives from the Board of Directors.

17. **Effect of Withdrawal.** The withdrawal of a Member Agency shall not terminate its responsibility to contribute its share of any obligation incurred by the Authority, including amounts determined by the Board for (1) liabilities and claims accrued during the time the agency was a Member Agency or (2) budgeted expenses for the Fiscal Year in which notice of intent to withdraw is given. Except as the withdrawing Member Agency may agree, in writing, with the Board, the withdrawing Member Agency shall automatically relinquish all rights as a Member Agency under this Agreement, on the effective date of the withdrawal. Upon termination of this Agreement, a Member Agency that has withdrawn will be treated like all other Member Agencies for purposes of disbursement of Authority assets, unless otherwise agreed in writing and the remaining Member Agencies of the Authority can maintain the name "Five Cities Fire Authority."

18. **Conflict of Interest Code.** The Authority adopts as its Conflict of Interest Code the Fair Political Practices Commission Model Conflict of Interest Code with appropriate substitution regarding references to the Board and Authority officers.

19. **General Provisions.**

19.1 **Integration.** This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the Member Agencies concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in this Agreement.

19.2 **Headings.** The section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

19.3 **Consents.** Whenever any consent and/or approval is required under this Agreement from any Member Agency, said consent and/or approval shall not be unreasonably withheld.

19.4 **Construction and Interpretation.** It is agreed and acknowledged by the Member Agencies that this Agreement has been arrived at through negotiation, and that each Member Agency has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting Member Agency shall not apply in construing or interpreting this Agreement.

19.5 **Waiver.** The waiver at any time by any Member Agency of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

19.6 **Remedies Not Exclusive.** The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by

law or equity. The exercise by either Member Agency of any remedy under this Agreement shall be without prejudice to the enforcement of any other remedy.

19.7 Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

19.8 Successors and Assigns. Except as otherwise provided by law, the rights and duties of the Member Agencies under this Agreement shall not be assigned or delegated without the prior written consent of the other Member Agency. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect, and may be subject to such additional reasonable conditions of approval imposed by the Member Agency approving the assignment or delegation.

19.9 No Third Member Agency Beneficiaries. This Agreement shall not be construed to create any third party beneficiaries. This Agreement is for the sole benefit of the Member Agencies, and their permitted successors, transferees and assignees, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any of its terms.

19.10 Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved by the governing board of each Member Agency and executed by both Member Agencies pursuant to the terms and conditions of this Agreement.

19.11 Governing Law and Venue. Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California. The County of San Luis Obispo shall be the venue for any litigation concerning the enforcement or construction of this Agreement.

19.12 Attorney Fees. In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees, expert witness and consulting fees, litigation costs and costs of suit.

19.13 Notice. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail to the City Clerk and City Attorney of each Member Agency.

Any notice or other communication served by personal delivery shall be deemed received when actually delivered. Any notice or other communication shall be deemed as received three days after deposit in United States mail, postage prepaid, return receipt requested.

19.14 Counterparts. This Agreement may be executed by the Member Agencies in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the Member Agencies hereto have executed this Joint Exercise of Powers Agreement as of the date last executed as set forth below.

CITY OF GROVER BEACH

By K. K. K.
Mayor,

Dated 6/12/23

ATTEST:

By Wendy B. Sims
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

CITY OF ARROYO GRANDE

By [Signature]
Mayor

Dated 6/13/23

ATTEST:

By [Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

EXHIBIT A

ADMINISTRATIVE SERVICES

Administrative services shall be provided to the Authority by the Members as follows:

1. Personnel. All personnel working for the Authority will be employed by the City of Arroyo Grande. Personnel, benefits, payroll, and workers compensation matters shall be administered by Arroyo Grande subject to a written agreement between the Authority and the City of Arroyo Grande. The City of Arroyo Grande shall assign all fire service employees on a full-time basis to carry out the functions of this Agreement. Furthermore, under such written agreement, the City of Arroyo Grande will assign all of its responsibilities of the appointment, promotion, management, training, supervision, evaluation, discipline, and termination of employees as well as labor negotiations with represented employees to the Authority under the Authority's chain of command and decision making process.
2. Finance. The City of Arroyo Grande shall provide financial services. Financial services shall include the provision of payroll, accounts payable, and accounts receivable services, as well as, any financial reporting and auditing services that may be required.
3. Information Technology. The City of Arroyo Grande shall provide information technology services. Information Technology shall include monitoring and maintaining the company computer systems, installation and configuration of hardware and software, and solving technical issues as they arise.
4. Indirect Contribution. Payment for the services as described in Exhibit A shall be the responsibility of the Member providing the services as referenced in Exhibit A. The payment for such services by said agencies shall be recognized as an indirect contribution made by the respective agency. All indirect contributions shall be recognized in the Authority's budget as a contribution from the respective agency and shall be deducted from the contributing agency's proportional allocation of costs for the operation of the Authority.

EXHIBIT B

FUNDING FORMULA

Effective July 1, 2023, each Member Agency shall pay for the ongoing costs of the Five Cities Fire Authority according to the following formula to be calculated annually when the budget is prepared:

1. 58% of the total costs shall be paid by the City of Arroyo Grande;
2. 42% of the total costs shall be paid by the City of Grover Beach.

Any revenue received by the Authority, such as through a contract for service, reimbursements received for strike team deployment or automatic aid, grant funding, or fees for service, shall reduce the total costs that are then allocated to the Member Agencies according to the above formula.

The funding formula contained herein shall be reevaluated by the Member Agencies at least every two years, prior to the Member Agencies' biennial budget adoption.

EXHIBIT C

**INVENTORY OF SEPARATE PROPERTY OF THE
MEMBER AGENCIES**

The following inventory of each Member Agency will become the property and responsibility of the Authority, including but not limited to maintenance, insurance, and replacement:

Arroyo Grande	Grover Beach
Engine 6691 – 2007 Pierce Type I Engine	Bauer Air-Fill Compressor – GB Station
Rescue 6652 – 1996 E-One Rescue	
Utility 6632 – 1995 Ford F-250 Pick-Up	

EXHIBIT D

The following map identifies the service areas of the Member Agencies for the JPA. Contractual services provided to areas outside of these Member Agencies are not depicted on this map.



EXHIBIT D - JPA SERVICE AREA MAP

THE FOLLOWING MAP IDENTIFIES THE ORIGINAL SERVICE AREAS OF THE JURISDICTIONS FOR THE JPA. CONTRACTUAL SERVICES PROVIDED TO AREAS OUTSIDE OF THESE JURISDICTIONS ARE NOT DEPICTED ON THIS MAP.



Grover Beach
CALIFORNIA



CITY OF
ARROYO GRANDE
California

FIVE CITIES FIRE AUTHORITY

FIVE YEAR STRATEGIC PLAN 2017-2022



prepare.

plan.

deliver.



Adopted September 22, 2017

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Mission Statement

“The Mission of the Five Cities Fire Authority is to provide the highest level of service possible by mitigating threats to life, property and the environment while meeting the growing needs of our communities.”

Vision Statement

“The Five Cities Fire Authority is committed to serving our communities by providing emergency response, fire prevention and public education. We strive to accomplish this vision by ensuring that we will provide for all Fire Authority needs and professional development through a stable revenue source. We honor the respect we hold within our communities and are committed to maintaining that trust.”

Core Values

Serve with pride, professionalism and integrity;
Treat all people with respect and honor;
Maximize community service through efficient resource management; and
Strive for constant improvement.

Acknowledgements

Special thanks to the Five Cities Fire Authority Board of Directors, Staff, Employees and Community Members who generously gave their time and support to help create the Strategic Plan.

Board Members

Karen White, Chair

Barbara Harmon, Vice Chair

John Shoals, Board Member

Community Representatives

Dave Anderson

Glenn Hoving

Marlene Jeung

Chad Robertson

Consultant and Facilitator

Guy Greco, Partner, Virtual CEO

Staff

David Hale, General Counsel

Riki Heath, Battalion Chief

Patrick Ferguson, Captain

Jeff Lane, Firefighter

Stephen Lieberman, Fire Chief

Michael LoPresti, Firefighter

Debbie Malicoat, JPA Treasurer

Sean McMahon, Engineer

Tricia Meyers, Administrative Assistant

Brian Salce, Engineer

Joe Silva, Engineer

Randy Steffan, Acting Battalion Chief

Erin Wighton, Office Assistant

Introduction

What is and what is not a Strategic Plan

The strategic planning process typically begins with a “Strengths, Weaknesses, Opportunities and Threats (SWOT)” exercise. The SWOT is a process that identifies these four components of impact to the organization at a very topical level. The strategic planning process digs deeper into the identified issues from the SWOT analysis, identifying work programs, timelines for completion and cost impacts. The use of the word “strategic” is interesting in this process, as it can be debated that the strategic planning process is really a budgeting tool. According to the Harvard Business Review, “Virtually every time the word “strategy” is used, it is paired with some form of the word “plan,” as in the process of “strategic planning” or the resulting “strategic plan.”... This exercise arguably makes for more thoughtful and thorough budgets. However, it must not be confused with strategy. Planning typically isn’t explicit about what the organization chooses not to do and why. It does not question assumptions.” This document shares organizational information, identifies known risks, defines work programs, and offers forward looking resource needs along with cost estimates when available.

The Need for a Strategic Plan

With the support of the Board of the Five Cities Fire Authority, the Fire Chief embarked upon a collaborative and methodical process to develop a 5-year Strategic Plan. The information contained in this document would not have been possible without the assistance of outside professionals, community members, and staff from both the Five Cities Fire Authority and member communities.

The Board of Directors and staff of the Fire Authority acknowledge the shifting expectations of the public, and accept the responsibility to provide information and data that is honest, open, and clear of confusing "industry speak." This Strategic Plan is intended to serve as a planning document for policy makers, and executive management on operational, management and fiscal decisions pertaining to the Five Cities Fire Authority.

The Strategic Plan is reasonable and cost-effective. The plan attempts to present the major cost components and organizational needs for a fire department serving a community of 37,000 people, and includes asset replacement schedules and staffing levels of similarly sized organizations.

The Process

An initial Strengths, Weakness, Opportunities and Threats (SWOT) Analysis was completed by the Fire Chief in 2015, and has served as a platform document to assist with the definition of components of this Strategic Plan. Virtual CEO, a professional firm with experience in supporting both the public and private sectors was retained to assist in this planning process. Virtual CEO provided a Quad Strategic Assessment survey that was tailored for fire suppression, administrative, and management employees in the Fire Authority, as well as the Board. The Summary Assessment from the SWOT analysis is included as Schedule A in supporting documents. The results of this survey were used in the early phase of the two-day planning workshop held in April 2016. The workshop, facilitated by Virtual CEO was represented by Fire Authority employees, employees from member communities, and the Board Chair. Additionally, members of the community were asked to spend two hours with the assembled group to provide both additional input and validation of the defined components of the planning framework.

When performing forward planning, assumptions must be utilized to assist with the process. This document reviews the "current state" of staffing, the fleet, equipment and facilities to identify both current and future needs in a five year planning window. Staffing, apparatus, equipment and facilities are essential to both execute the mission of the Five Cities Fire Authority and to provide a level of service that is acceptable to our communities.

The Framework

During the April 2016 workshop, a framework was developed and accepted by the group. The foundation of this framework was based on both the results of the Quad Strat Assessment, and open and honest dialogue during the workshop. The components are as follow:

Organizational Effectiveness

- 1) Develop IT Master Plan
- 2) Develop Master Training Plan
- 3) Improve Internal Communication Plan
- 4) Develop Firefighter Wellness Program

Financial Sustainability

- 1) Determine Capital Needs
- 2) Create Stakeholder Outreach Plan
- 3) Arrive at "End Game" after 5 Years

Each component has defined objectives (and related tasks). By working through each component, the strategic planning process will better define the needed next steps to continue the evolution of the Five Cities Fire Authority using a methodical process.

The Life of the Strategic Plan

While this document provides a high level view of the balance between service levels and resource needs of the Five Cities Fire Authority, it will need to be reviewed and updated during the next five years. The Strategic Plan can be considered a "living document" that will continue to support policy decisions, fiscal planning, and additional analysis of the Fire Authority. At the conclusion of the five year span of this document (2021), another process will be needed to assess the "current state" in 2021 and measure that status to the "current needs" of the communities served by the Fire Authority.

Background

The Five Cities Fire Authority at a Glance



In 2004, the cities of Arroyo Grande and Grover Beach collaboratively entered an agreement to share one fire chief and training officer. This agreement was expanded over the next several years to include equipment sharing, a consolidation of the reserve firefighter program and the introduction of "boundary drops," meaning that the closest fire resource would be dispatched to a 9-1-1 call without consideration of community boundary. In 2009, the Oceano Community Services District joined the other communities and on July 9 2010, a complete fire department consolidation took place, resulting in the creation of the Five Cities Fire Authority. The Five Cities Fire Authority was created to increase service levels to citizens and visitors, to ensure consistent and professional training standards, and to increase operational efficiencies.

Area Served: 10 square miles, encompassing the communities of Arroyo Grande, Grover Beach and Oceano

Population Served: 37,000

Number of Stations: 3

Call Volume (2016): 3,497 (excludes 216 Automatic Aid responses outside of service area)

Fire:	83	2.4%
Emergency Medical Services:	2,361	67.5%
Hazardous Conditions:	109	3.1%
Service and Good Intent:	813	23.2%
False Alarm:	122	3.5%
Other:	9	0.3%

Average Response Time: 6 minutes

Vehicles:

Type I (Structural) Engines:	4	Type II USAR/BSU:	1
Type III (Wildland) Engines:	1	Staff/Fleet Vehicles:	4
Truck (100' Platform):	1	Command Vehicles:	2
Type VI Patrol:	1	State OES Engine:	1

Organizational Structure

The Authority is administered by the Board of Directors, comprised of one Councilmember or alternate from the City of Arroyo Grande, one Councilmember or alternate from the City of Grover Beach, and one Board member or alternate from the Oceano Community Services District. Individuals serving as alternates must be elected officials from the participating communities.

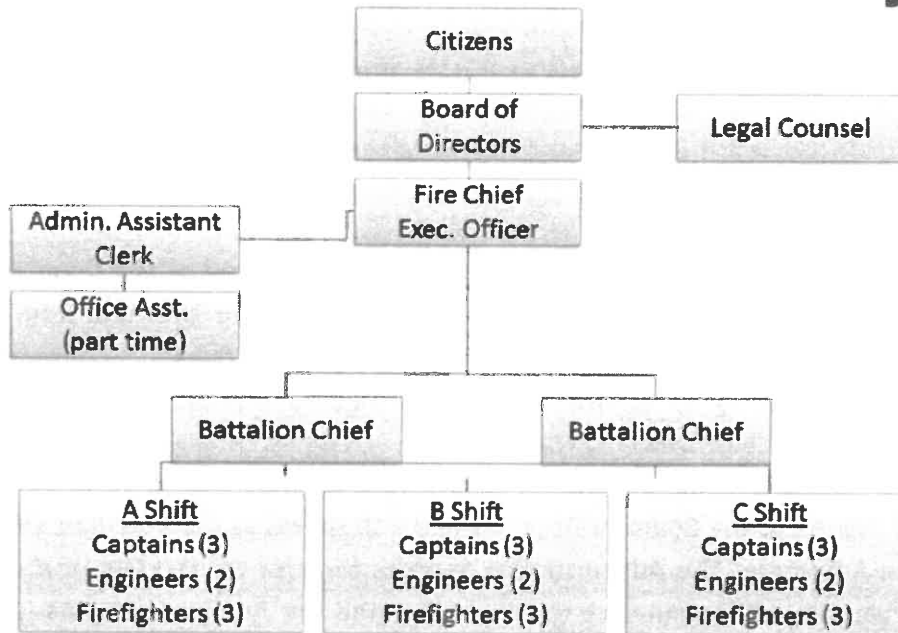
The Fire Chief reports to the Board of Directors and also serves as the Executive Officer for the Five Cities Fire Authority. The Administrative Services Director for the City of Arroyo Grande serves in the capacity of Treasurer to the Authority, and the Administrative Assistant for the Five Cities Fire Authority serves as Secretary/Clerk to the Board.

The Fire Chief may consult with the Executive Team, comprised of the managers from Arroyo Grande, Grover Beach and Oceano in order to discuss matters relevant to the communities or the Authority, and the managers may make recommendations to their board members, based on matters discussed.

The following organizational charts are effective for calendar year 2017.



Five Cities Fire Authority



February 2017

Total Budgeted Headcount

Full Time	19
Part Time	1
Reserve Firefighters	18
Total	38

The Communities

Arroyo Grande

Residents enjoy a unique combination of rural and urban qualities - agriculturally productive farmlands, quality neighborhoods, a variety of shopping experiences, excellent parks and sports facilities, a performing arts center, and a local hospital. Incorporated in 1911, the City comprises 5.45 square miles and serves 17,252 residents. Arroyo Grande is a full-service city.



Grover Beach

Incorporated in 1959, the City is located right on the beautiful coast. A beach community with a population of 13,067, Grover Beach is also a full-service city. Residents in the small-town community of 2.2 square miles enjoy opportunities for year-round recreational activities on land and sea, including horseback riding, surfing, kayaking, off-road access to the sand dunes, or a leisurely stroll along the Beach Boardwalk.



Oceano

Also located on the beautiful coast, Oceano is best known as the gateway to the Oceano Dunes State Vehicular Recreation area where camping and four-wheeling activities are a major attraction. The Oceano Community Services District serves a population of 7,600 residents. The district provides its citizens with cost-effective services including fire protection, water, sewer, and street lighting.



Community Risk

The geographic setting of each of the communities present unique risks that must be considered for emergency planning and response. Within each identified risk are defined requirements for planning, mitigation, training, response and recovery operations. This means that the Five Cities Fire Authority must be properly trained and equipped to respond as an "All Hazards Fire Department."

The FEMA approved Hazard Mitigation Plan includes the following major risk categories:

- Earthquake
- Dam Failure/ Inundation
- Tsunami / Coastal Flooding
- Wildfire

Additional risk considerations unique to the service area:

- Oil and natural gas pipelines
- Highways 1 and 101
- Southern Pacific Railroad
- Diablo Canyon Power Plant
- Oceano Airport
- South County Sanitation District
- Agricultural processing facilities
- Manufacturing facilities

Frequent risk response:

- Emergency medical
- Vehicle accidents and extrication
- Wildland fire
- Structure fire
- Hazardous materials

The Fire Authority is tasked with being the initial responding agency to these broad types of potential incidents. Specialized training for heavy rescue, hazardous materials, confined space rescue, mass casualty, and active shooter incidents are required in addition to more routine

training requirements for emergency medical, vehicle extrication and both structural and wildland firefighting.

Emergency Medical Services

Emergency medical services (EMS) calls for service represent nearly 70% of total response activity for the Fire Authority, and the volume is consistent with national trends. Personnel with the Five Cities Fire Authority are licensed Emergency Medical Technicians (Basic Life Support). In San Luis Obispo County, there are a maximum of 14 ambulances serving the entire county on a daily basis; requiring a well-trained and continued fire department response. The



private ambulance contract is managed by the County of San Luis Obispo, and, requires that each ambulance is staffed with at least one Paramedic (Advanced Life Support). With the exception of Pismo Beach (contracted with CAL FIRE), the Five Cities Fire Authority is the only municipal fire department in San Luis Obispo County that does not provide advanced life support services to the community. The Advanced Life Support scope of practice includes:

- Administration of intravenous/interosseous fluids and medications
- Advanced cardiac monitoring including Cardioversion
- Advanced airway management (intubation)

Wildland and Structure Fires

Each of the member communities has differing degrees of threat from wildland/vegetation fires. The interface between densely vegetated open space and residential development continues to present a threat to the communities served by the Fire Authority. Designated open space serves as a natural buffer between adjoining development and transportation corridors. This same vegetated land also presents a threat to residential and commercial development, with the risk dependent on fuel type, topography, weather, and structure proximity to the fuel load (vegetation).



A structure fire while infrequent, presents a significant risk to the people inside of the structure, those in the adjoining homes, personal property and the environment. Recent live burn studies have focused on the changing scientific dynamics of residential fire behavior (*Fire Department of New York, National Institute of Standards and Technology (NIST) and Underwriters Laboratories (UL), 2012.*) The contents and construction of furnishings in American homes have changed significantly in the past few years, with plastics and other synthetic materials replacing the natural materials that once made up the bulk of these items. Modern living spaces tend to be more open in design and less compartmentalized. Finally, construction materials are more lightweight in design and manufacture. Synthetic materials burn at a higher temperature and the open space layout allows for more rapid fire spread.



A typical structure fire in a single family residence requires 15 firefighters arriving within eight minutes to extinguish the fire (*National Fire Protection Agency/NFPA 1710*).

Additionally, federal requirements (Office of Safety and Health Administration/OSHA), mandate that fire personnel will not enter a working structure fire until a backup team of additional personnel is available (unless there exists a credible report of a rescue situation). With a daily staffing pattern of 10 personnel (including two Battalion Chiefs), the Fire Authority relies on automatic and mutual aid agreements with surrounding agencies. The risk of this reliance is that there is no guarantee that additional assistance will be available to assist on a timely basis.



Department Resources

Fleet

When the organization was formed in 2010, each member agency contributed the existing vehicles they had employed as a stand-alone fire department. A vehicle replacement funding program was discussed during the formation process, but never implemented. With the exception of the replacement purchase of Truck 5 (purchased with a federal grant and matching funds from the member communities), the fleet is aged and several vehicles remain in service although their age exceeds industry standards for service life. Thankfully, the member communities have funded two replacement fire engines, with the first due for delivery in March 2017. A long term strategy remains to be defined, and as the equipment continues to age, maintenance costs increase at a significant level.

Fire Engine (Type I)

A fire engine is configured to transport firefighters to emergency incidents. This vehicle carries a water tank, a high capacity pump, fire hose and ground ladders. Additionally, the fire engine carries standard emergency medical equipment, forcible entry tools, and extrication equipment. The primary mission of a fire engine at a structure fire is to pump water to the hose lines and support an interior attack of the fire. Upon delivery of the new fire engines, there will exist a single reserve engine in the fleet.



Fire Truck (Aerial)

A truck can come in several configurations. FCFA Truck 5 is similar to a fire engine in that it carries a water tank, pump and fire hose. The truck is designed with a focus on search and rescue, rooftop ventilation in the case of a fire, and extrication of victims entrapped in vehicle collisions. The truck is one of five in San Luis Obispo County, with the next nearest truck companies located in San Luis Obispo and Santa Maria. The extended ladder on the truck is a needed asset to access multistory residential, medical/office, hotel and “big-box” structures. While the 100 foot ladder length appears to be very large in comparison to existing and planned building heights, truck operations and ladder length are more about “reach” than “height.” The 100 foot ladder allows the truck to be positioned adjacent to a building with parked cars along the curb, or in the case of a heavily involved large structure fire, the truck must be positioned outside of a potential building collapse zone. There exists no reserve truck to maintain this capability in the event that Truck 5 is out of service for maintenance or repair.



Wildland Engine (Type III)

A wildland engine's design configuration is based on the need for the vehicle to be able to access a fire in a vegetated area. The vehicle is designed with a shorter wheel-base to allow for maneuverability, has four-wheel drive, and also carries a limited amount of water, foam and hose. The Type III engine has the ability to "pump and roll," meaning that a firefighter is able to apply water to the fire while the engine follows them. This type of vehicle provides fire suppression capabilities to the open space areas of Arroyo Grande, Grover Beach, and Oceano. There exists no reserve Type III engine in the event that Brush 1 is out of service for maintenance or repair.



Urban Search and Rescue (USAR)

The USAR carries specialized equipment that supports capabilities to respond to building collapse/stabilization, rope rescue, trench collapse, confined space rescue, mass casualty events and vehicle extrication. Associated with the USAR is a shoring trailer loaded with lumber. There is not another vehicle like the FCFA USAR in the southern portion of San Luis Obispo County. There exists no reserve USAR vehicle in the event that USAR 2 is out of service for maintenance or repair.



Command Vehicles

The Battalion Chiefs are assigned command vehicles. They are designed to provide enhanced communications capabilities, and carry needed reference material to effectively manage an incident where it is occurring.



Support Vehicles

Sedans are assigned to the Fire Chief and Arson Investigator. FCFA also operates two utility pick-up trucks.

Future Needs

The Five Cities Fire Authority has several in-house committees, including an Apparatus Specification Committee. As part of the strategic planning process, committee members identified specific types of vehicles that would be needed in the future. This process was not based on what was contributed by the member agencies at the formation of the fire authority, but rather specific vehicle needs based on the service area and risk assessment. Based on the committee's analysis, listed below are the future vehicle needs for the organization:

Frontline Apparatus	Fire Station #1 Arroyo Grande	Fire Station #2 Grover Beach	Fire Station #3 Oceano
	Truck Wildland Engine	Type I Engine	Type I Engine USAR

Reserve Apparatus*	Type I Engine Type III Engine Truck
Support Vehicles	(2) Pick-Up Trucks (4x4 Crew Cab) 1-Ton Stake Side truck with lift gate
Command Vehicles	(3) Command Vehicles
Arson Investigator	Pick-Up with Shell
Staff	Fire Chief

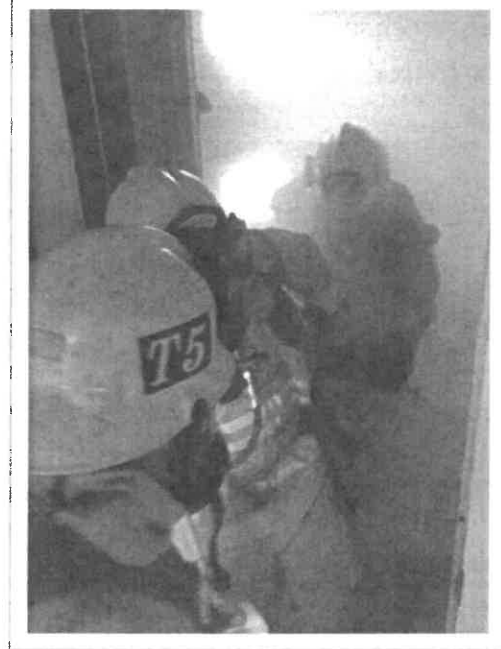
* Assumes that front-line capabilities are maintained with redundant apparatus.

The industry standard related to useful life of a fire engine is 15-years front line service, and another 5 years in reserve status. At the end of 20 years, the apparatus should be sold as surplus.

Capital Equipment

A group of employees were convened to identify specific needs for capital equipment with a replacement value of \$3,000 or more. Examples of this type of equipment include:

- Self Contained Breathing Apparatus (SCBA)
- Rope Rescue Systems
- Thermal Imaging Cameras
- Gas Monitors
- Extrication Systems (“Jaws of Life”)
- Heavy Duty Airbags



Human Capital

When the Five Cities Fire Authority was formed in 2010, the existing staffing model was adopted. This action did not take into account several factors including:

- Increasing call volume
- Aging population
- Socio-economic impacts
- First Responder safety
- Aging housing stock
- Development related impacts on fire prevention program

Since 2010, call volume had an average year over year growth of approximately 3%. In 2016, call volume increased by 6%. San Luis Obispo’s geographic location and Mediterranean climate make it an ideal retirement and vacation destination. With an aging population, the fire department responds to both emergency medical and good intention requests (lift assistance, smoke/carbon monoxide detector alarms) for service on a frequent basis.

Emergency Response Staffing

In 2015, San Luis Obispo County adopted “High Performance CPR” as a cardiac arrest protocol. This method of cardio-pulmonary resuscitation has clinically proven an increased survival rate in patients who suffer a heart attack. To provide this life-saving technique effectively, fire department personnel, along with ambulance staff perform up to 20 minutes of rapid CPR compressions before transporting a patient to the hospital. When the patient is transported by ambulance, a firefighter (or two) accompanies the patient to the hospital in order to continue

CPR. Ideal staffing requirements would be three fire department personnel along with the ambulance staff. The Oceano Fire Station is currently staffed with a Fire Captain and Reserve Firefighter. When engaged in a CPR call, the Oceano crew will often request a second engine from either Grover Beach or Arroyo Grande to provide the needed staffing to care for the patient.

When responding to a structure fire, an engine company should have a minimum of three personnel. This allows the Engineer to remain at the fire engine to operate the pump panel and pull additional hose lines. The Captain and Firefighter will prepare to perform a rescue or primary search of the structure before attacking the fire. With a two person engine company, the Captain and Firefighter will be forced to leave the engine unattended, or wait for additional resources to arrive before attempting a rescue. A truck company should have a minimum of four personnel. This allows for the Engineer to operate the truck, and the Captain and two Firefighters to perform needed rooftop ventilation or rescue. Three Fire Engineers should be implemented at the Oceano Fire Station.

The Battalion Chief (BC) position provides several purposes. At the scene of a larger scale incident, the BC becomes the Incident Commander; providing global direction to the various fire personnel responding to the emergency. The Battalion Chief is also considered a “mid-level” management position, and is tasked with employee management and an administrative workload. The BC is on-call 24 hours per day, and the current positions are exempt, which means the employees are not compensated for after-hours response. A third Battalion Chief should be created to share the administrative workload, separate the Operations and Training programs, and split the management span of control to match the three shifts of engine company personnel.

The Firefighter role in the Five Cities Fire Authority is currently staffed by part-time employees. Recruitment and retention for the Reserve Firefighter position is extremely challenging with employees moving on to full-time/career firefighter positions. This position is extremely vital during a response to emergency medical situations, rescues and fire. Within the County of San Luis Obispo, there remain three fire departments with reserve firefighter programs. Atascadero Fire recently eliminated the program and hired full-time firefighters, and discussions are ongoing with the City of Pismo Beach to do the same. The Reserve Firefighter program is non-sustainable. As stated earlier in this document, the majority of current call volume for this organization (and a national trend) is in response to a medical emergency. The hire of permanent full-time Firefighters would present an opportunity to expand into an Advanced Life Support level of care to the community with the recruitment of Firefighter-Paramedic personnel.

Fire Prevention Staffing

A Fire Prevention Bureau performs a variety of inspection and code enforcement duties to ensure compliance with fire and life safety codes including:

- Development plan checks
- Fire Safety Inspections of businesses, multifamily dwellings, and weed abatement
- Public Education and Prevention
- Fire/Arson Investigation
- Hazardous Materials Management
- Fireworks sales administration and inspections

Currently, the fire prevention program is managed with a Battalion Chief, a shift-based Fire Captain and the assistance of the administrative staff. To effectively insure compliance with required inspection activities, additional positions must be considered to support the requirements of the program. A Prevention Bureau is managed by a Fire Marshall, and is supported with non-sworn fire prevention specialists, sworn fire inspectors, and administrative support. Based on the volume of current activity, planned development, and the potential expansion of fire prevention inspection volume in Oceano and Arroyo Grande, consideration should be given for the creation of the Fire Marshall, Fire Prevention Specialist and Investigator positions.

The cost of a fire prevention program can be partially offset by the collection of fees. There exists an opportunity for the organization to work with the three member communities to standardize fire prevention activity and fee collection.

Administrative Staffing

During early discussions surrounding the “intention” of this document, the interest in “fiscal and operational independence” surfaced. When the organization was formed in 2010, the cities of Arroyo Grande and Grover Beach made the decision to provide administrative overhead support to the new fire department. Six years later, there is interest in exploring the needed administrative resources required to support a “stand-alone” fire department.

Current administrative support is provided by 1.5 employees. The Administrative Assistant/Clerk to the Board position should be reclassified to a “Business Manager” or “Administrative Manager” position, similar in rank and responsibility to a Battalion Chief. Two additional administrative support staff could support the expanded workflow resulting from a prevention bureau, along with operations, training activity, and administrative functions such

as Accounts Payable. Human Resources and Payroll could be considered for out-sourcing/contractual relationships.

IT Staffing

IT support remains critical to the organization. Public Safety organizations are required to document incident information, must have remote access to mapping and fire pre-plan information, and the backbone of the organization’s IT infrastructure must be supported, upgraded and managed. Telecommunications; both radio networks and telephone systems would also be supported by this position. IT services could be initially contracted, but future consideration of an IT Specialist position will be warranted.

Based on the working group’s analysis, listed below is a summary:

Strategic Plan - Headcount Summary

<u>Title</u>	<u>Current State</u>	<u>End State</u>	<u>Variance</u>
Fire Chief	1	1	-
Battalion Chief	2	3	1
Fire Captain	9	9	-
Fire Engineer	6	9	3
Reserve Firefighter	18	0	(18)
Firefighter Paramedic	0	12	12
Fire Marshall	0	1	1
Fire Prevention Specialist	0	2	2
Fire Investigator *	0	1	1
Administrative Assistant/Clerk	1	0	(1)
Administrative Manager / Clerk	0	1	1
Office Assistant	0.5	2	1.5
Total	37.5	41	3.5

A proposed organizational chart (Schedule B), a comparative summary analysis (Schedule C) and Staffing Summary (Schedule G) are included in the supporting documents section of the report.

Dispatch Services

When a 911 call is placed, the calling party is routed to a Public Safety Answering Point (PSAP). The Five Cities Fire Authority is dispatched to calls for service through a contractual agreement between the three communities and the Grover Beach Police Department (GBPD), a PSAP. GBPD works closely with the fire department to support specific dispatch needs, and provides staffing at levels that correspond to call volume trends, time of day / day of week, and known special or weather events.

There exist multiple PSAP's within San Luis Obispo county including:

- Atascadero Police Department – includes Atascadero Fire
- California Highway Patrol
- CAL FIRE / County Fire – also provides dispatch for Morro Bay, Cambria, Cayucos, San Miguel , Templeton and Santa Margarita
- Grover Beach Police Department – includes Five Cities Fire
- Paso Robles Police Department – includes Paso Robles Fire
- San Luis Obispo County Sheriff's Department – additionally dispatches for Morro Bay Police and private ambulances
- San Luis Obispo Police Department – includes San Luis Obispo Fire

A dispatch center is highly dependent on skilled Dispatchers and technology. As radio network components, dispatch software systems, and other related resources age and reach technological obsolescence, the FCFA will likely be impacted with the financial investment needed to maintain reliable dispatch services.

With the vast majority of 911 calls now originating from cellular phones, "Call Routing" delays are an issue that has risen to both State and Federal levels. When cellular phone technology initially launched, cellular sites were primarily located only along major highway corridors; and it made sense to have the California Highway Patrol handle the 911 calls and route them to the appropriate local agencies as needed. With many households using cellular technology as their primary means of communications, the existing cellular network design limitations still only allow 911 call routing on a very limited basis. The challenge to this network technology is that depending on where the 911 call for service originates will determine which cellular network antenna receives the cell phone call and where which pre-designated PSAP will take the callers information. This can create a situation where a cellular call for service is transferred from one PSAP to another, creating a delay in the dispatch of appropriate resources and a prolonged response time for units sent to assist the public. The Five Cities Fire Authority has been impacted by this technological challenge.

Strategic Initiatives

Strategic Initiative I - Organizational Effectiveness

Enhance organizational performance through improved technology, staff development, internal communications and employee injury reduction through health and fitness.

Goal 1 - Develop Technology Master Plan

- 1.a) Improve Information Technology (IT) connectivity at fire stations
- 1.b) Initiate design and plan for capacity/redundancy connectivity requirements at all locations
 - Leverage Grover Beach municipal broadband network
 - Install air-fiber link to all fire stations
 - Plan and implement independent server
 - Install Wi-Fi at all stations
- 1.c) Improve FCFA communications
 - Enhance radio network (coverage and multiband)
 - Improve existing telephone system
 - Consider Bluetooth technology to integrate equipment
 - Participate in future Computer Aided Dispatch (CAD) replacement with Grover Beach Police Department
- 1.d) Explore IT Upgrades
 - Obtain GIS support for preplanning and mapping
 - Install next generation / cloud based reporting system (Image Trend)
 - Identify and evaluate relevant software applications (i.e. CrewSense)

Status, timelines and benchmarks

The existing IT environment is substandard in capacity, and reliant on administrative management and network connectivity through the City of Arroyo Grande. Master planning discussions with industry professionals and staff identified the following action items:

- Increase network bandwidth/speed and implement network switching – July 2017
- Migrate to cloud based reporting and staff scheduling solutions – July 2017
- Replace antiquated telephone system – July 2018
- Implement Wi-Fi at all station – July 2018
- Participate in future CAD replacement – Dependent on Grover Beach Police Department timing

- Enhance Radio Network – There remain areas within the service area in each of the communities that do not have adequate radio coverage. This presents a safety issue to both FCFA personnel and the public. Planned implementation – Fiscal Year 2018/2020

Goal 2 - Develop Training Plan

- 2.a) Update/Organize Standard Operating Guidelines (SOG)
 - Ensure SOG and lesson plan binders are current and located at each station
 - Provide electronic format for SOG's and lesson plans
- 2.b) Provide increased outside training at all levels and ranks
 - Identify appropriate course opportunities by rank (Firefighter to Chief Officer)
- 2.c) Implement FCFA succession planning program
 - Implement task books for each rank
 - Create "acting position" program
 - Implement FCFA "red card" system
- 2.d) Research/Develop Training Grounds
 - Explore partnering opportunities (Law Enforcement, Public Works)
 - If inter-agency interest exists, establish taskforce to determine:
 - parcel size
 - potential for city owned parcels
 - facility needs (i.e. modular classroom)
 - training props
 - Design facility

Status, timeline and benchmarks

A comprehensive training plan will require coordination with state and federal training curriculum, staff time, and additional funding. Given the current multi-generational demographics in the workforce, a succession planning program that clearly identifies required training for each position/rank would serve as a basis for a training budget. The Five Cities Fire Authority has no training facility; ladder training is performed at commercial business locations, roof ventilation training takes place in a small corporate yard, and required rope rescue training takes place at a fire station. A training facility that includes a training tower would allow for live fire training, rope rescue, ventilation, and search and rescue training. Additionally, a training facility with a modular classroom could provide an opportunity to host outside training and generate revenue for the organization.

- Update/Organize Standard Operating Guidelines – July 2018
- Adopt a Succession Planning program (collaboration with management and labor) – July 2018
- Identify and fund required internal/external training – Fiscal Year 2018/2020
- Identify potential training ground sites – Ongoing/Long Term

Goal 3 - Develop Staff Information/Communication Program

- 3.a) Establish secure FCFA YouTube channel for monthly staff updates
- 3.b) Attach video links to Target Solutions training solution

Status, timeline and benchmarks

Effective communications among an employee base situated at different physical locations and employed on a shift schedule presents a challenge. In the past two years, staff has instituted “Shift Change” conference calls that take place every 48 hours. While this is an effective platform to share 48 hour shift-specific information, it does not provide a forum for comprehensive meetings. “All Hands” meetings occur a few times during the year, but are difficult to schedule and expensive to conduct (overtime expenditures for bringing off-duty employees in for the meeting). Additionally, communication with a multi-generational workforce is a known issue across the country (each generation has a preferred method of receiving information).

- Establish secure FCFA YouTube channel for monthly staff updates – December 2017
- Attach video links to Target Solutions training solution – Nexus with IT capacity improvements, December 2017.

Goal 4 - Develop Health/Fitness Plan

- 4.a) Budget and implement NFPA 1582 firefighter physical examinations
- 4.b) Review the International Association of Firefighters (IAFF) fitness program and implement as needed
- 4.c) Updating staffing plan to ensure adequate fitness program to support out of county assignments
 - All employees must be fit for strenuous activity
 - Ensure that physical fitness time allocations are used for physical fitness (develop fixed schedule for public education events)

Status, timeline and benchmarks

Beginning with the culture of three different fire departments becoming the Five Cities Fire Authority, firefighter wellness has not been an elevated priority for the past six years. The profession in itself subjects employees to high levels of stress, and requires them to be physically fit in order to serve the community. The United States Fire Administration reported (*Firefighter Fatalities in the United States – October 2016*), that over a 10-year period, 54.89% of reported firefighter deaths were attributed to stress/over-exertion. In 2015, out of a total of 90 line of duty deaths, 60 died due to a heart attack or stroke (67%). A comprehensive wellness program that ultimately holds the employee accountable for their fitness is a vital need. The current budget includes the “re-introduction” (eliminated in previous budgets) of NFPA 1582 physical examinations for nine personnel.

- Budget and implement NFPA 1582 firefighter physical examinations – nine exams are included in both the current and proposed budgets - ongoing
- Investigate options for contracting with a professional firm to develop the fitness/wellness program (developed for multi-generational workforce) – July 2018
- Develop fixed schedule for public education events (allowing fitness time allocations) - completed

Strategic Initiative II - Financial Sustainability

Develop a plan to achieve FCFA financial independence.

Goal 1 - Determine capital needs

- 1.a) Identify equipment needs
 - Prioritize equipment needs with life cycle
 - Establish depreciation schedule/replacement cost report
 - Include fleet and equipment with replacement cost of \$3,000 or higher
- 1.b) Identify staffing needs
 - Prioritize staffing needs (Engineers, Firefighters, Admin, Prevention)
 - Determine staffing costs
- 1.c) Identify infrastructure needs
 - Prioritize facility needs (IT, telecomm, stations, training grounds)
 - Determine infrastructure costs
- 1.d) Submit consolidated schedules for equipment, fleet, staffing and infrastructure to key stakeholders (Finance, Executive Team, Board)

Status, timeline and benchmarks

Within this goal, there is mention of “FCFA financial independence.” This phrase is related to an interest in eliminating the current administrative support documented in the JPA agreement and provided by the Cities of Arroyo Grande and Grover Beach. These services include:

- Financial Services
 - Budget & Financial Planning
 - Payroll
 - Accounts Payable
- Human Resources
- Information Technology (IT)
- Legal Counsel (currently funded and paid by FCFA)

Based on interest in this concept of “financial independence,” a proposed organizational chart is included with this study.

The Five Cities Fire Authority recently “piggy-backed” onto a compensation study with the City of Arroyo Grande. Additional job classification information will be incorporated into the scope of the compensation study.

The FCFA Joint Powers Authority agreement assigns ownership and responsibility for maintenance of the existing fire stations to each member community. This document does not focus on the fire stations due to this provision of the agreement.

- Identify equipment needs – completed.
 - Vehicles - Due to the age of the existing fleet, vehicle replacement funds will be more substantial in the short term. Based on a five-year average, approximately \$800,000 would need to be set aside on an annual basis (see Schedule D in the supporting documents section of this report.) There exist several options to this issue including:
 - Partial Replacement funding (e.g. 50%)
 - Joint Purchases on an “as needed basis”
 - Capital Equipment - Due to the age of existing capital equipment (Self Contained Breathing Apparatus and Extrication Equipment), replacement funds will be more substantial in the short term. Based on a five-year average, approximately \$146,000 would need to be set aside on an annual basis (see Schedule E in the supporting documents section of this report). There exist several options to this issue including:
 - Partial Replacement funding (e.g. 50%)
 - Joint Purchases on an “as needed basis”
- Identify staffing needs – Based on the strategic planning process, a proposed organizational chart is included (Schedule B). Assuming that all staffing changes were implemented at one time, an additional investment of \$2,297,000 would be required on an annual basis (see Schedule G). FCFA would propose a phased approach based on prioritization.

Status, timeline and benchmarks

- Identify infrastructure needs – The need for a training facility is identified in this plan. A cost estimate is unknown at this time. Based on the projects identified in the technology master plan (Strategic Initiative 1), listed below are the estimated cost components:
 - Increase network bandwidth/speed and switching – \$7,000

- Migrate to cloud based reporting solutions – partially grant funded; Year 2 and following annual cost - \$14,000 (partially offset by current system)
- Replace antiquated telephone system – \$30,000
- Implement Wi-Fi at all station – \$15,000
- Participate in future CAD replacement – Unknown
- Enhance Radio Network – \$20,000
- Submit consolidated schedules to stakeholders – July 2017

Goal 2 - Create stakeholder outreach plan

- 2.a) Development framework of education and awareness plan
 - Public education lesson plans / consistency
- 2.b) Develop content of "community message" related to Fire Authority
 - Solicit advice from marketing/communication professional
 - Establish service level expectations based on "customer" feedback (focus groups)
 - Finalize message and the method for community education
- 2.c) Disseminate information (message) to public and county officials
 - Identify community groups, businesses, property owners
 - Educate dispatch
 - Educate public regarding safety issues
- 2.d) Identify political advocates
 - Develop plan to leverage support of influential political advocates

Status, timeline and benchmarks

This goal is more strategic (rather than tactical) in nature, and will take time and resources to develop. The effort to develop consistent public education teaching documents is complete. Staff will work with the Board to determine a scope of work for a marketing/communications professional in Spring of 2017. It should be noted that a community support group was formed in 2016. "Friends of Five Cities Fire Authority," is an IRS designated 501c(3) non-profit organization, created to raise funds, solicit grants and assist with public education in support of Five Cities Fire.

Goal 3 - Arrive at "End Game" (3-5 year plan)

- 3.a) Identify financing options for appropriately equipped Fire Authority
 - increased community contribution
 - revenue measure

- independent fire district

3b.) Determine implementation plan/timing with key milestones

Status, timeline and benchmarks

During the strategic planning process, there was much discussion about the desired ending result “end game” of this document. FCFA staff does not have the professional expertise or resources to develop an analysis that would provide various funding options to the Board. Staff will look to the Board for additional discussion and direction related to this section.

Findings and Recommendations

The work plan elements identified in the strategic plan reflect a young organization that is in need of capital investment. When the Five Cities Fire Authority was formed in 2010, the City/District Managers and board members acknowledged that long term funding strategies for operational sustainability and capital equipment/fleet replacement would need to be identified in the future. While the member communities have made significant investment in the past two years to replace two obsolete fire engines and hire a second Battalion Chief, a plan for fiscal sustainability must be developed. A summary of this report's finding can be found in the supporting documents section of this report under Schedule F.

The majority of the work plan elements identified in the planning process are task oriented and have been assigned completion dates. These dates are operationally feasible but will ultimately be driven by available funding from the member communities.

There also exist work plan elements that are both strategic and political in nature. Staff will look to the Board for additional discussion and direction related community engagement and a detailed financial analysis.

Lastly, this process and resulting document was created by Five Cities Fire staff; it must be acknowledged that while every effort was made to produce an unbiased document, the Board should strongly consider retaining a qualified professional firm to validate the findings, and complete both a "Standard of Cover" study and operational/financial analysis. This process would likely produce the detailed information needed to satisfy the "End Game" goal included in this report.

Supplemental Documents

Schedule A

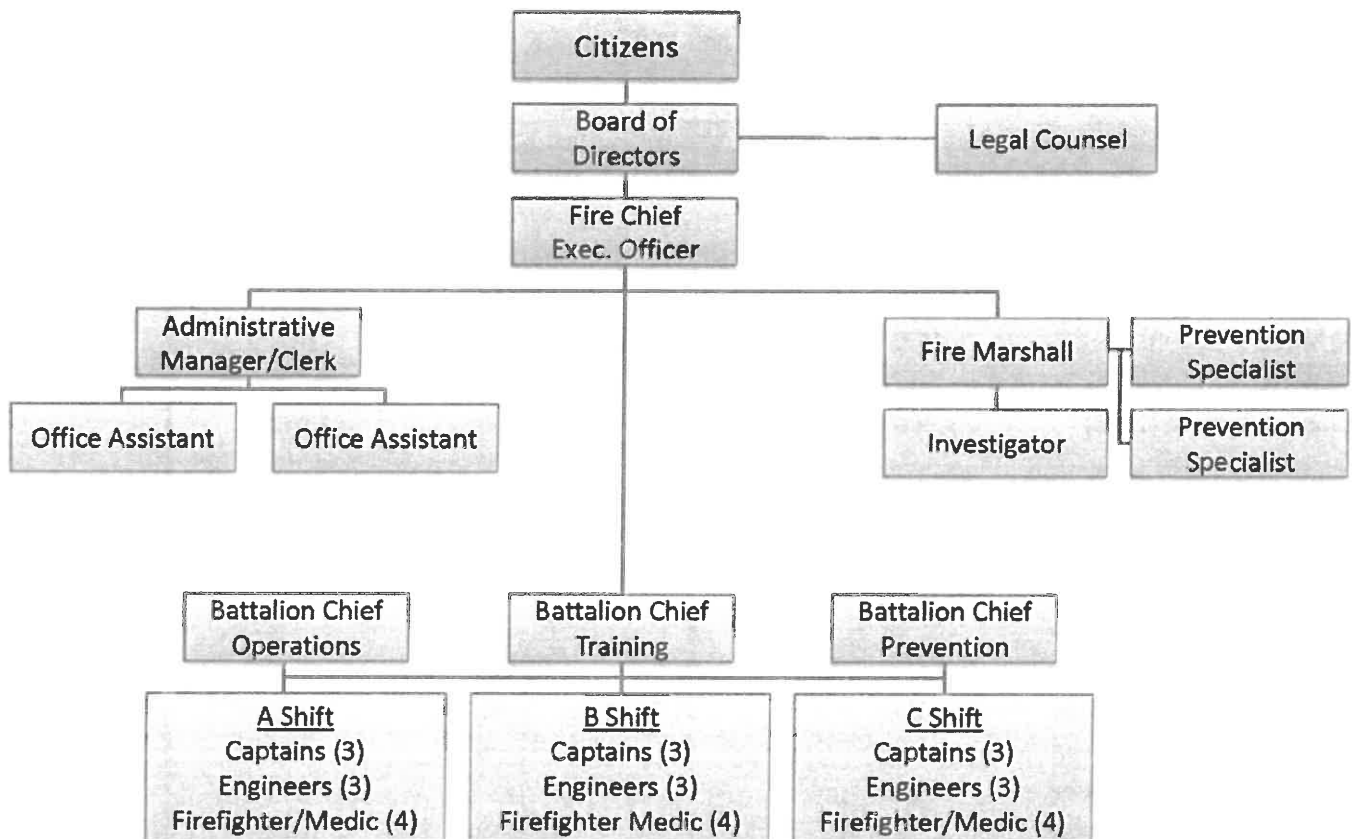
SWOT Analysis

		Helpful	Harmful		
STRENGTHS	Internal	<ul style="list-style-type: none"> •Professional and Well Trained •Citizen Owned / Citizen Operated •Doing More with Less 	<ul style="list-style-type: none"> •Staffing Levels •Aging Fleet & Equipment •Long Term Operational Funding 	WEAKNESSES	
OPPORTUNITIES	External	<ul style="list-style-type: none"> •Community Outreach •“Newness” of Organization / Smart Growth 	<ul style="list-style-type: none"> •Aging Population •Public Perception of Government •Branding / Identity • Competing Priorities 	THREATS	



Schedule B

Five Cities Fire Authority



2017 Strategic Plan

Total Budgeted Headcount

Full Time	41
Part Time	0
Reserve Firefighters	0
Total	41

Schedule C

Agency Based on	Paso Robles 14-15	Atascadero 14-15	SLO 14-15	Morro Bay 14-15	FCFA 15-16
Total Expenditures	\$5,858,000	\$3,734,090	\$9,563,700	\$1,991,818	\$3,921,500
Fire Cost vs Total Cost	23%	21%	18%	19%	N/A
Cost per Capita	\$192.26	\$128.34	\$210.32	\$194.63	\$103.81
Total General Fund Exp	\$25,901,000	\$17,538,670	\$51,909,100	\$10,591,390	N/A
Population	30,469	29,096	45,473	10,234	37,776
Sq Miles	19.9	26.7	12.9	10.3	9.7
Stations	2	2	4	1	3
Calls for Service (2015)	3,300	3,000	6,200	1,940	3,300
Personnel					
Chief	1	1	2	1	1
Battalion Chief	2	-	3	-	2
Captain	6	6	12	3	9
Engineer	-	9	15	6	6
Firefighter	21	3	12	2	-
Fire Prevention	-	1	5	-	-
Other	0.5	-	-	-	-
Admin Asst	1	1	2	0.50	2
Full Time Total	31.5	21	51	12.5	20
PT Fire Reserve	1	12	-	20	18

Schedule F

Strategic Plan - Summary of Identified Cost Categories

Initiative/Goal

Financial Sustainability / Determine Capital Needs

Vehicle Replacement Funding - 5 Year Avg Annual Set Aside	\$800,000
Capital Equipment Replacement Funding - 5 Year Avg Annual Set Aside	\$146,000
Staffing Needs (Dependent on Compensation Study - July 2017)	\$229,000

Financial Sustainability / Determine Infrastructure Needs

IT Network backbone	\$22,000
Replacement of obsolete Phone System	\$30,000
Enhance Radio Network Coverage	\$20,000
Migrate to Cloud-Based Reporting and Staffing solutions	\$14,000
Participate in Dispatch Computer Aided Dispatch Solution (Grover Beach Police)	TBD

8/17/2017

Schedule G

Strategic Plan - Staffing Summary

<u>Title</u>	<u>Current State</u>	<u>End State</u>	<u>Variance</u>
Fire Chief	1	1	-
Battalion Chief	2	3	1
Fire Captain	9	9	-
Fire Engineer	6	9	3
Reserve Firefighter	18	0	(18)
Firefighter Paramedic	0	12	12
Fire Marshall	0	1	1
Fire Prevention Specialist	0	2	2
Fire Investigator *	0	1	1
Administrative Assistant/Clerk	1	0	(1)
Administrative Manager / Clerk	0	1	1
Office Assistant	0.5	2	1.5
Total	37.5	41	3.5

Annual Increased Investment

Battalion Chief	\$372	\$600	\$228
Fire Engineer	\$775	\$1,162	\$387
Firefighter*	\$368	\$1,200	\$832
Fire Marshall	\$0	\$175	\$175
Investigator	\$0	\$105	\$105
Prevention Specialist	\$0	\$180	\$180
Admin Manager/Clerk	\$113	\$140	\$27
Office Assistant	\$28	\$170	\$142
Subtotal	\$1,656	\$3,732	\$2,076
Firefighter/Paramedic Differential*	\$0	\$72	\$72
Worker's Comp Premium	\$101	\$115	\$14
Overtime	\$202	\$337	\$135

Note: Numbers in 000's

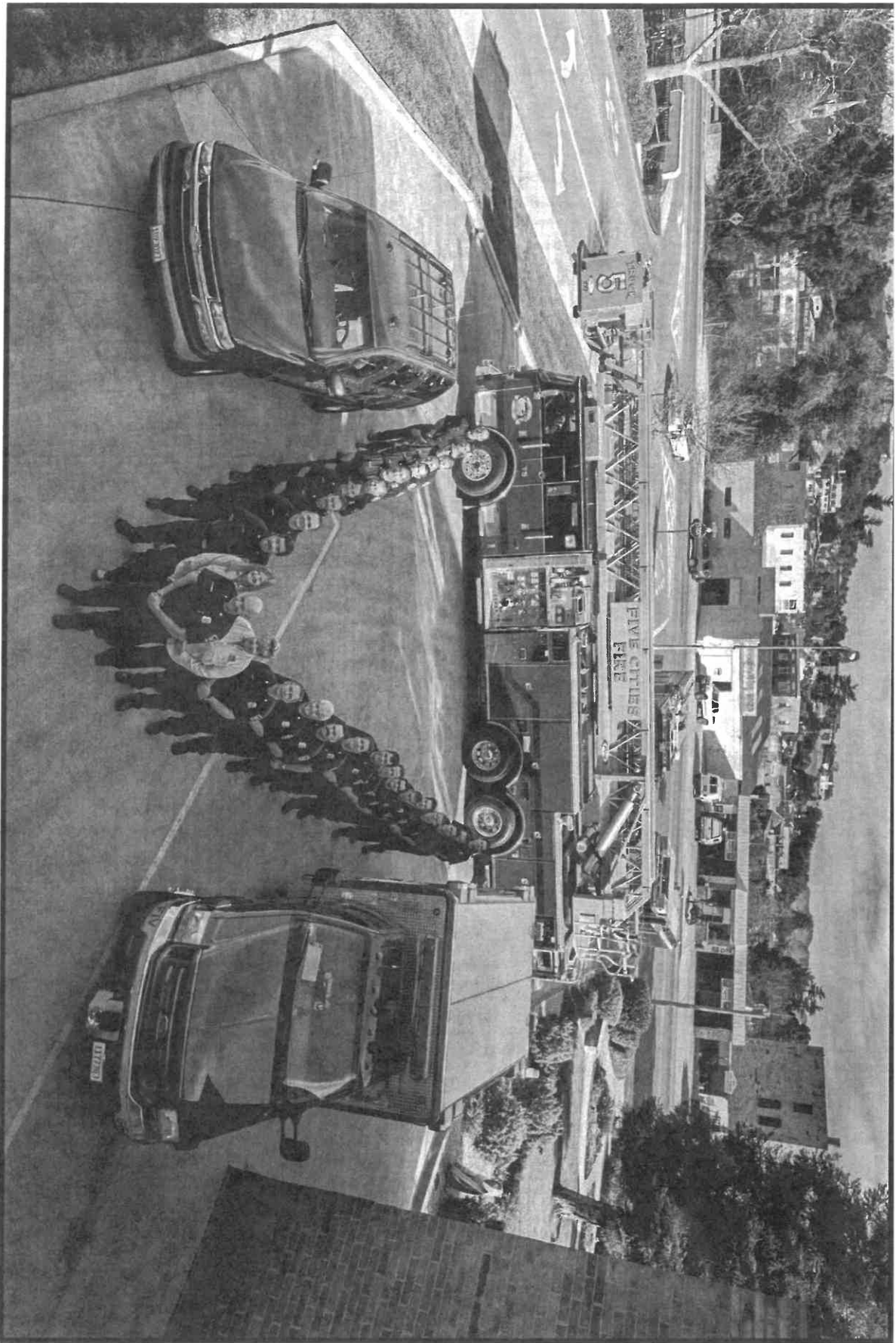
Total	\$1,959	\$4,256	\$2,297
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The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses and income. The document provides a detailed explanation of how to categorize these transactions correctly, ensuring they are recorded in the appropriate accounts.

The second part of the document focuses on the reconciliation process. It explains how to compare the company's records with the bank statements to identify any discrepancies. This process is crucial for detecting errors, such as double entries or omissions, and for ensuring that the company's books are in balance. The document provides a step-by-step guide to performing a bank reconciliation, including how to handle outstanding checks and deposits in transit.

The third part of the document discusses the preparation of financial statements. It outlines the steps involved in calculating the net income, preparing the balance sheet, and the income statement. The document provides a clear explanation of the relationship between these statements and how they provide a comprehensive view of the company's financial performance. It also includes a section on how to interpret these statements and what they tell you about the company's financial health.

The final part of the document provides a summary of the key points discussed and offers some practical advice for managing the accounting process. It emphasizes the importance of consistency and accuracy in all accounting entries and encourages the use of modern accounting software to streamline the process. The document concludes with a final reminder to always double-check the work and to seek professional advice if needed.



Fire Chief's 90-Day Observations

March 2015



Mission

The Mission of the Five Cities Fire Authority is to provide the highest level of service possible by mitigating threats to life, property and the environment while meeting the growing needs of our communities.



Service Area

- The Five Cities Fire Authority (FCFA) is the local Fire Department for the communities of Arroyo Grande, Grover Beach, Halcyon and Oceano.
- The FCFA provides all-hazard, fire and emergency response services to over 37,000 residents across a 10 square mile response area.



All-Hazards?

Preparedness

Training

Emergency

Commitment

RESCUE

Accidents

Fires

Community

Compassion

Service

MEDICAL

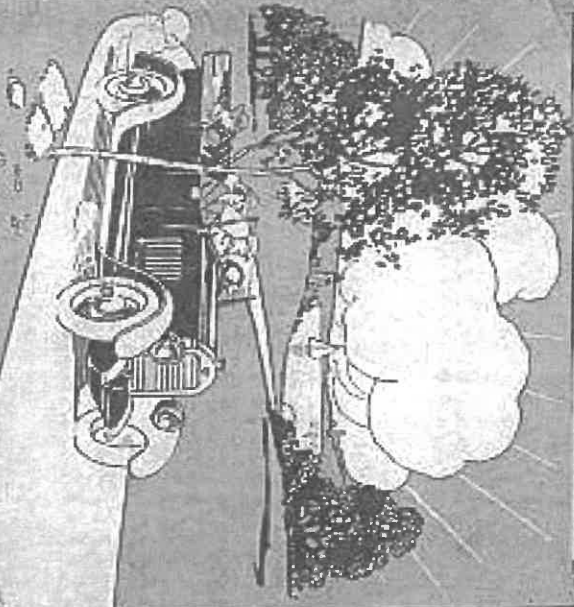
Hazards Professionalism

Education Prevention

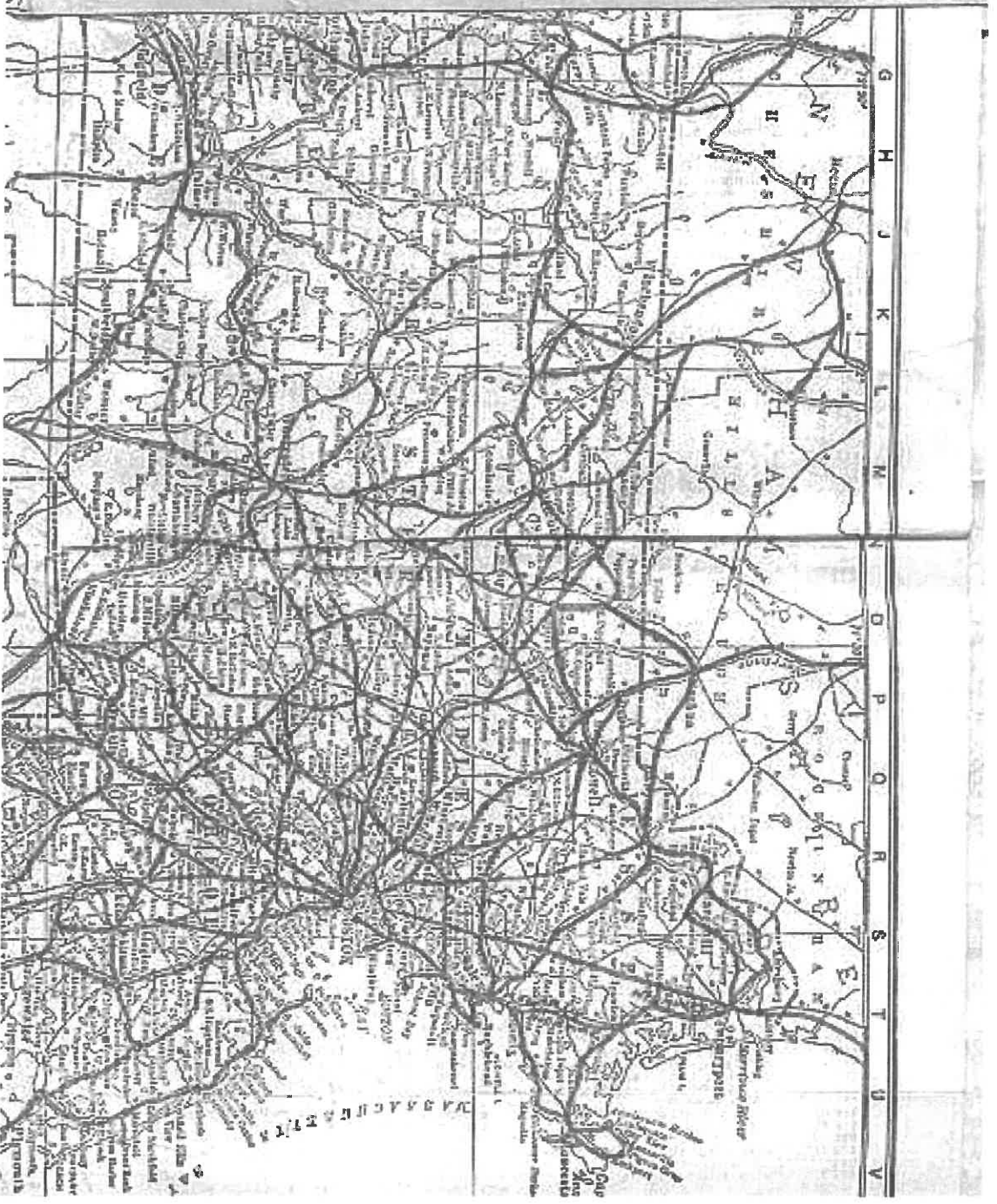


The Geographical's GOOD ROAD MAP OF

Five Cities Five Authority



EDITORIAL DATA SECURED FROM
OFFICIAL
SOURCES ONLY



2004

Arroyo Grande and Grover Beach enter into a Joint Fire Administration and Training agreement; sharing the Fire Chief from Arroyo Grande and the Training Captain from Grover Beach

2007

Cities expand agreement to share apparatus, equipment and reserve firefighter program. Training Captain reclassified to Battalion Chief for organizational requirements.

2008

Oceano becomes a party to the agreement to utilize Chief Officer coverage and to participate in the reserve firefighter program.

2009

The two city councils and the district board approve proceeding with a full fire service consolidation and forming a Joint Powers Authority (JPA) with a target date of July 2010.

2010

The Five Cities Fire Authority established on July 9, 2010.

2014

Benefit Assessment (Vote by Mail Ballot) effort to establish a supplemental funding source unsuccessful.

Efficiencies

- Fire Chief – reduced from 2.5 positions to 1.0
- Admin Staff – reduced from 2.0 to 1.5
- Boundary Drop – Closest resource responds to call, regardless of jurisdictional boundary.
- Dispatch Consolidation – Fire Dispatch being provided by Grover Beach Police Department



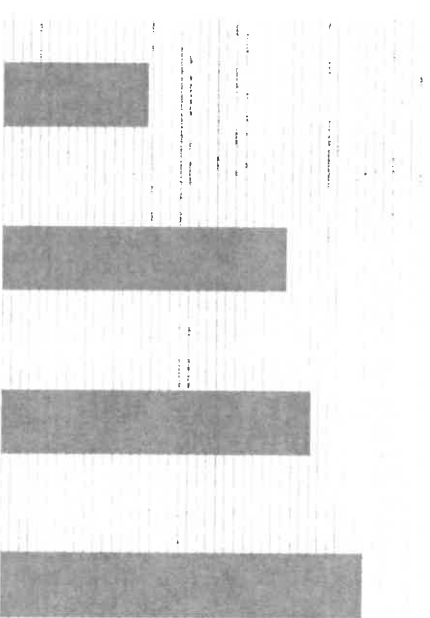
Efficiencies

- Fleet – Downsized, reducing maintenance, and replacement costs
- Reserve Firefighter Program – Consolidated program resulted in efficient/consistent recruitment, training and equipment program
- Overhead Expense – Elimination of duplicative expenses, more favorable rates for workers compensation insurance, vehicle insurance



VOLUME and TRENDS

- 2011 - 3012 calls for service.
- 2012 - 3311 calls for service.
- 2013 - 3366 calls for service.
- 2014 - 3481 calls for service.



Increasing service calls drive “demand” and “capacity” constraints (simultaneous calls).



The Silver Tsunami... Baby Boomers hitting retirement age... increased impact on the EMS system...



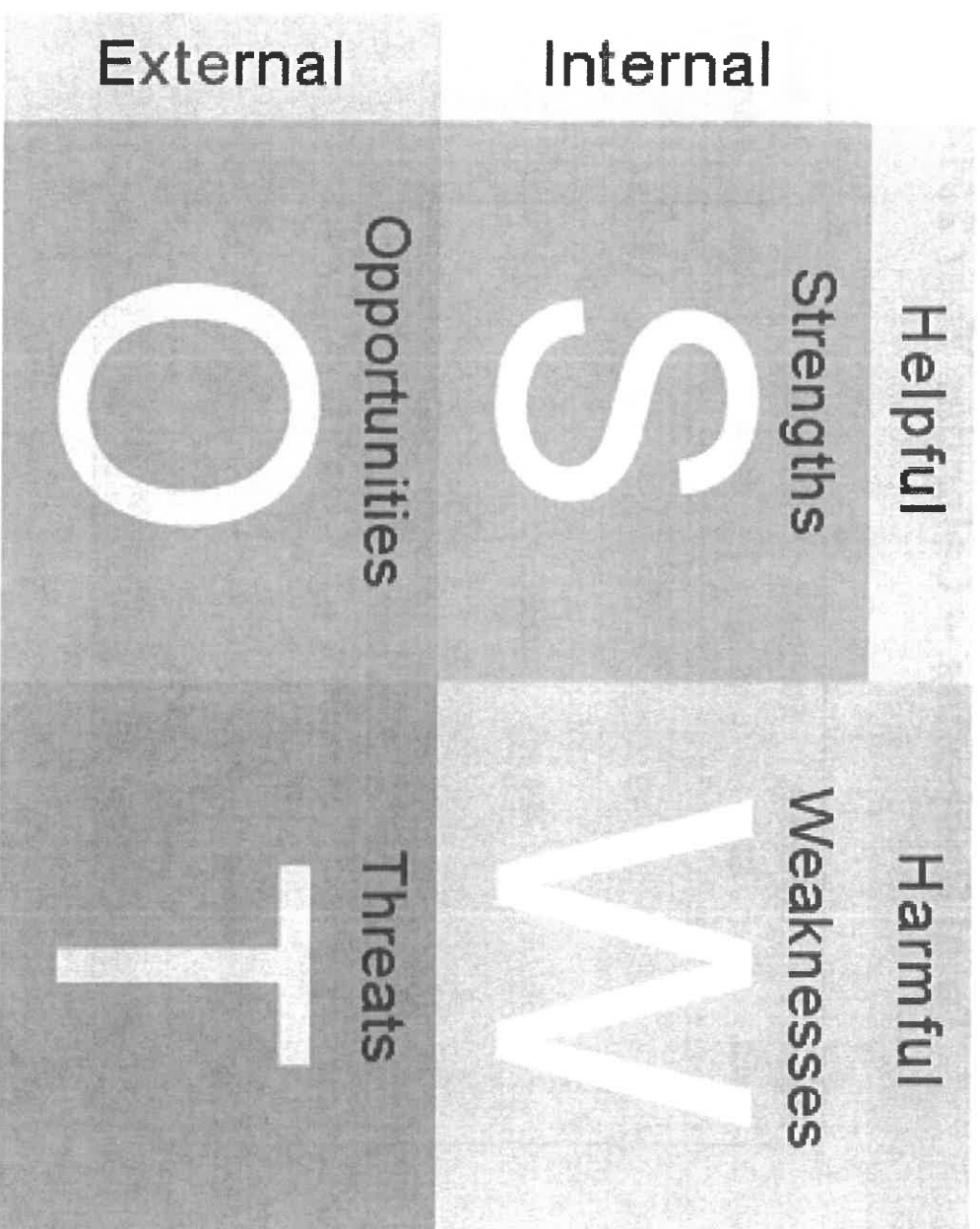
VOLUME and TRENDS

Total Response – Calendar Year 2014

	Station 1 AG	Station 2 GB	Station 3 OCE	Total FCFA	% of TOTAL	Auto/ Mutual Aid	Additional Response
Fire	24	30	26	80	2.6%	20	
EMS	759	794	599	2,152	70.9%	207	
Hazardous Conditions	38	42	37	117	3.9%	4	
Service & Good Intent	256	162	156	574	18.9%	213	
False Alarm	52	37	23	112	3.7%	2	
TOTAL - FCFA	1,129	1,065	841	3,035	100.0%	446	14.7%



Summary Assessment



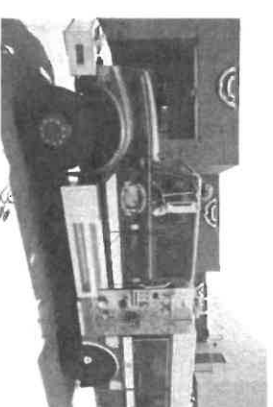
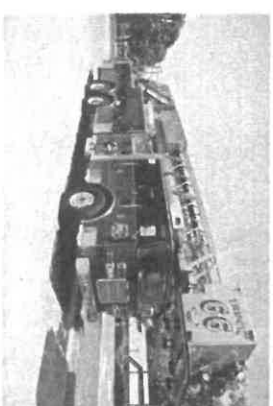
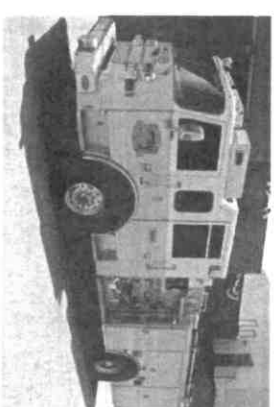
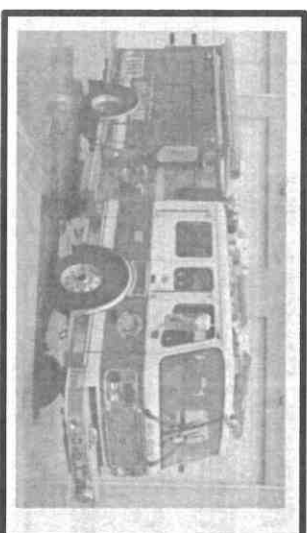
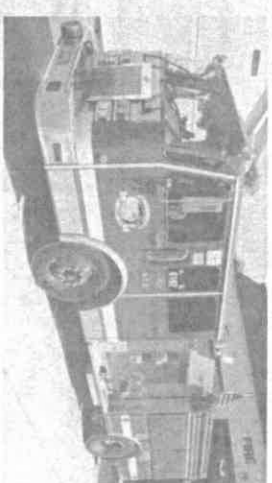
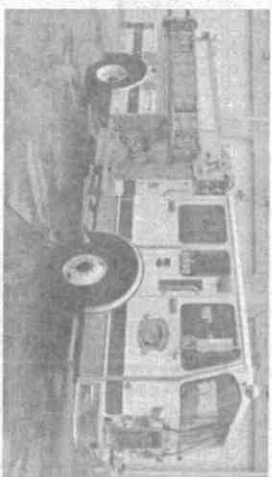
Summary Assessment

	Helpful	Harmful
Internal	<ul style="list-style-type: none"> • Professional and Well Trained • Citizen Owned / Citizen Operated • Doing More with Less 	<ul style="list-style-type: none"> • Staffing Levels • Aging Fleet & Equipment • Long Term Operational Funding
External	<ul style="list-style-type: none"> • Community Outreach • “Newness” of Organization / Smart Growth 	<ul style="list-style-type: none"> • Aging Population • Public Perception of Government • Branding / Identity • Competing Priorities



An Example...

- Engine 1 * 1996
- Engine 4 * 1996
- Engine 3 * 2004
- Engine 2 2007
- Truck 5 2011
- Brush 1 * 2000



*** Research indicates replacement after 15-20 years to total service (active/reserve).**



Those before me...

“It was never believed, nor was it stated, that the development of the consolidated organization would save the cities money beyond what they were currently allocating for their respective fire departments. Rather, it was stated that the consolidation would result in a significantly more safe and efficient level of service for the community that would have never have been achieved working individually. Again, it was recognized that this minimum level of service would be more expensive as time went on, but would be far less expensive than if done individually.”

Terry Fibich, Fire Chief (retired)



Those before me...

“When drafting the initial budget for the Five Cities Fire Authority it was apparent to all concerned that the organization would need additional funding for its on-going operational needs. It was felt the benefits from standardization of training, fireground safety and economies of scale would save money and enhance service to our communities.

After the consolidation was completed, the FCFA Board of Directors directed my focus and energy in pursuing a revenue measure.”

Mike Hubert, Fire Chief (retired)

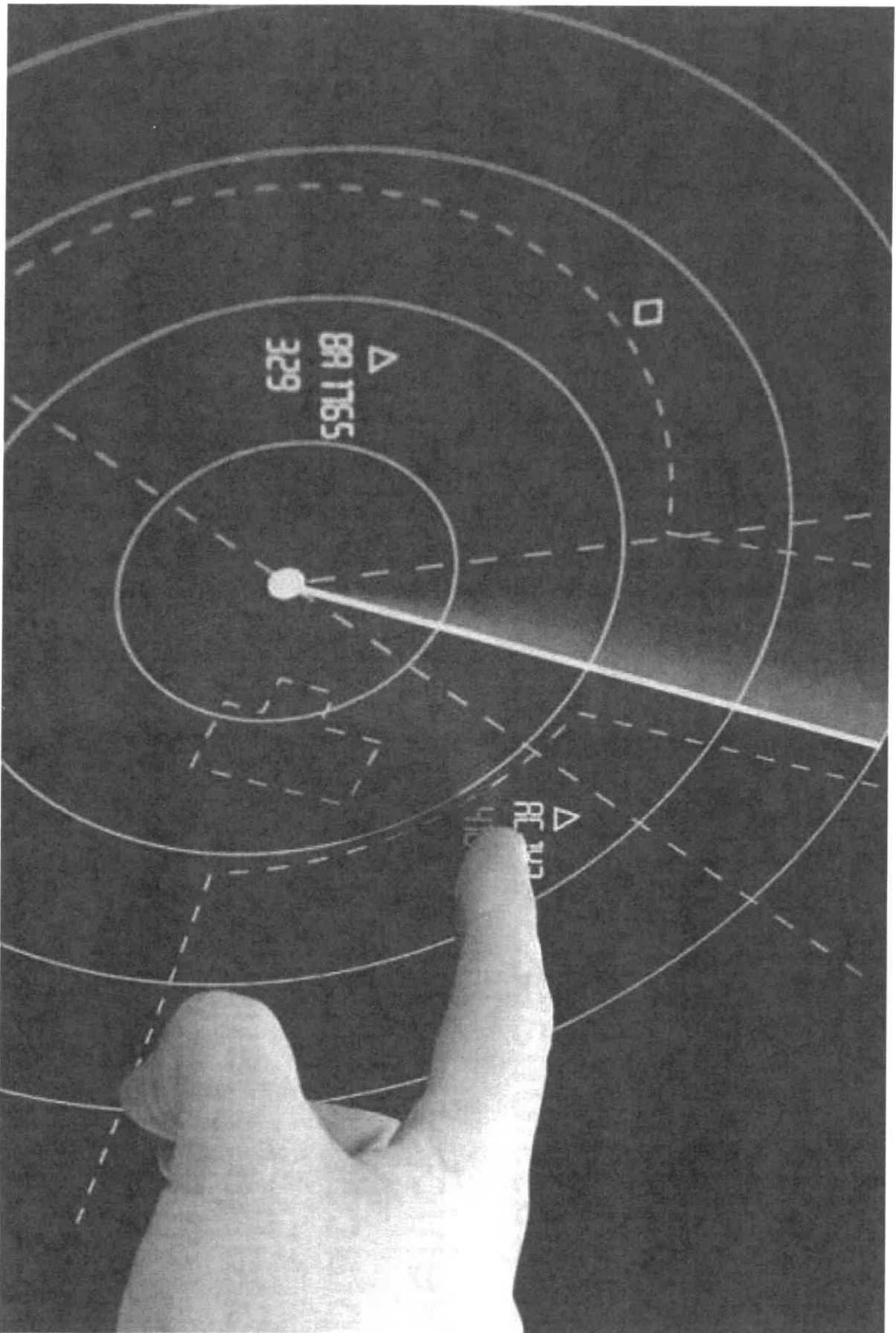


Wrap-up

- **The organization is young (almost 5 years old), and capable of a “smart evolution”**
- **The employees provide professional and compassionate service to our communities**
- **Vehicles and Equipment are aging and require replacement**
- **Staffing levels are constrained**
- **Technology playing increasing role in service delivery**



Wrap Up



Thank You!

Preparedness

Training

Emergency

Commitment

RESCUE

Accidents Fires

Community

Compassion

Service

MEDICAL

Hazards Professionalism

Education Prevention



7 G

**JOINT POWERS AGREEMENT
OF THE
EL DORADO REGIONAL FIRE AUTHORITY (EDRFA)**

THIS MASTER JOINT POWERS AGREEMENT (“JPA”) is made and entered into this 1st day of August 2023 by and among the Garden Valley Fire Protection District (“GVFPD”), the Georgetown Fire Protection District (“GFPD”), the Mosquito Fire Protection District (“MFPD”), and the Rescue Fire Protection District (“RFPD”), all of which are independent fire protection districts formed and organized under the Fire Protection District Law of 1987 (Health and Safety Code sections 13800–13970) or its statutory predecessors. Each party shall be referred to in this JPA as a “party” or collectively as “parties.”

RECITALS

WHEREAS, GVFPD, GFPD, MFPD, and RFPD are public agencies providing fire protection services within El Dorado County, the State of California, and

WHEREAS, the jurisdictions of GVFPD, GFPD, MFPD, and RFPD have close boundaries and

WHEREAS, the Board of Directors of GVFPD, GFPD, MFPD, and RFPD desire to provide the highest level of services within budgetary constraints and

WHEREAS, the agency may utilize its own or another Member Agencies’ employees, to the extent authorized by the Member-Agency employer, to accomplish the EDRFA goals and objectives.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual advantages to be derived from the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

**SECTION 1
PURPOSES AND POWERS**

1.1. Authority

The parties intend to jointly exercise their common powers pursuant to the provisions of the Joint Exercise of Powers Act (Government Code sections 6500-6599.3). The terms “Members” or “Member Agencies” shall mean the public entity(s) or agency(s) that are signatories to this JPA. The parties intend to create an entity pursuant to the Joint Exercise of Powers Act, which would require an amendment to or termination of this JPA. Where acting jointly pursuant to this JPA, the parties may refer to themselves

jointly as the El Dorado Regional Fire Authority (“EDRFA”), although it is expressly declared that EDRFA is not a separate legal entity.

1.2. Purpose

The general purpose of this EDRFA agreement is to foster cooperation among the Member Agencies to provide the best possible Fire and Emergency Medical Services (the “Services”).

Each Member Agency has common authority to provide services directly related to or in furtherance of fire prevention, fire suppression, emergency medical services, hazardous materials response, ambulance transport, disaster preparedness, rescue services, and related administrative costs independently or in cooperation with the United States, the State of California, or other entities. The Agency may exercise any of those powers independently or in collaboration with the United States, the State of California, or any other entity.

1.3. Creation of Public Agency as Separate Legal Entity

A public authority is hereby called the “El Dorado Regional Fire Authority.” It is the intent of the Member Agencies that the Agency shall be a legal entity separate from the Member Agencies pursuant to Government Code section 6507. Its liabilities shall be its own as provided in 1.10.1 of this Agreement.

1.4. Effective Date

This Agreement shall be effective on the date the last Member Agency signs it to do so.

1.5. Objectives

The initial objectives are the following:

1.5.1. Political Strength

Through a collective voice, gain and maintain political strength within El Dorado County committees, boards, and partnerships to ensure adequate representation of Member Agencies’ community and department interests.

1.5.2. Additional Funding Opportunities

Seek additional funding opportunities through partnerships with El Dorado County and other third parties and support/propose modifications to overall funding mechanisms.

1.5.3. Reduce Costs

Reduce costs by decreasing overall expenses through group purchasing and coordination and development of shared services agreements among the parties or other agencies for benefits, administrative functions, contracts, and grants.

1.5.4. Operational Deployment Strategies

1.5.4.1. Leadership

Meet with County and other agency leaders to share the EDRFA vision and discuss and/or adjust strategies based on geopolitical, financial, and other strategies.

1.5.4.2. Public Information

Create and deploy public information via websites, social media, traditional media, and town hall meetings.

1.5.4.3. Administration

Identify administrative cost-saving opportunities and evaluate potential areas of shared benefits in reducing departmental costs and expenses.

1.5.4.4. Prevention

Evaluate the benefits and costs of a jointly funded Fire Prevention Officer to serve the parties.

1.5.4.5. Training

Create standardized operational guidelines (SOG's) and implement multi-company/multi-agency training drills.

1.5.4.6. Operations

Assist and coordinate the parties' continued provision of operational support via the existing Joint Operations Agreement.

1.6. General Powers

The EDRFA shall exercise in the manner herein provided the common powers of the Member Agencies, and/or inherent to any one Member Agency, as provided by the laws of the State of California, e.g., Fire Protection District Law of 1987, and all incidental, implied, expressed, or necessary powers for the accomplishment of the purposes of this Agreement, subject to the restrictions outlined in this Agreement.

1.7. Specified Powers

The EDRFA is hereby authorized to accept funds, contributions, and grants from third parties, such as the County of El Dorado and the State of California, to distribute such funds in accordance with the instructions of the third party funder, contributor, or grantor, to expend such funds and contributions of Member Agencies for the purpose specified in section 1.2, and to perform the tasks necessary otherwise to meet the purposes outlined in section 1.2.

1.8. Restriction on Exercise of Powers

The exercise of the common power is subject to the restrictions upon the manner of exercising the power of the Georgetown Fire Protection District or identifying each member agency in accordance with 6509 of the Act.

1.9. Administration of Agreement

The EDRFA Board will administer the JPA, and one of the parties so designated by the EDRFA Board, with the party's approval, shall be deemed the "agency" as that term is used in Government Code section 6508. It is expressly acknowledged that the services of the Member Agency as the agency may be made in lieu of and in satisfaction of contribution requirements as may be determined by the EDRFA Board.

1.10. Obligations

1.10.1. Obligations of Agency

In accordance with Government Code section 6508.1, it is hereby specified that the Agency's debts, liabilities, and obligations shall not be the debts, liabilities, and obligations of any Member Agency to the extent that section 6508.1 allows.

1.10.2. Non-Liability for Obligations, Activities, or Operation of the Agency

No Member Agency, Director, officer, agent, consultant, or employee of the Agency shall be individually or personally liable for the payment of the principal or premium or interest on any obligation of the Agency. Still, nothing herein contained shall relieve any such Member Agency, Director, officer, agent, or employee from performing any official duty provided by law or by the instruments authorizing the issuance of any obligation of the Agency.

1.10.3. Indemnification of Member Agencies

The Agency shall, to the fullest extent allowable under applicable law, indemnify and hold harmless each of the Member Agencies for and against any claim, action, liability, penalty, or other imposition whatsoever upon such Member Agency by reason of (a) the activities of the Agency or (b) such Member Agency's status as a party to this Agreement.

1.11. Conflict of Interest

1.11.1. Political Reform Act.

Directors and alternates are "public officials" within the meaning of the Political Reform Act of 1974, as amended, and its regulations, for purposes of financial disclosure, conflict of interest, and other requirements of such Act and regulations, subject to a contrary opinion or written advice of the California Fair Political Practices Commission. The Agency shall adopt a conflict-of-interest code in compliance with the Political Reform Act.

1.11.2. Levine Act.

Directors and alternates are "officials" within the meaning of Government Code section 84308, commonly known as the "Levine Act," and subject to its restrictions on the acceptance, solicitation, or direction of contributions.

1.12. Ownership of Contributed Assets

A Member Agency that contributes an asset, other than cash, to the JPA for its use shall retain ownership and title to such asset unless the Member Agency offers it to the JPA and the JPA accepts it.

SECTION 2 GOVERNANCE

2.1. Governing Board

The EDRFA shall be administered by a Board of Directors (the "EDRFA Board") consisting of 1 member of each of the Member Agencies' board of directors (appointed by each Member Agency's board). In addition, each Member Agency will nominate one Alternate Member to sit on the EDRFA Board for any meetings the actual member cannot attend. Agency Fire Chiefs and alternate board members are encouraged to attend all meetings.

2.2. Meetings of the Board of Directors

The EDRFA Board shall provide for regular meetings at dates/times/places fixed by resolution of the Board of Directors. The meetings will occur at a minimum of once every three months (Quarterly). The meetings shall be held and conducted in accordance with the provisions of the Brown Act. The Board shall ensure that each Member Agency is notified of Board meetings in accordance with the Brown Act's requirements.

Action may be taken at an EDRFA Board meeting only if board members or alternates representing a supermajority (minimum 66.67%) of the total board seats are present.

2.3. Officers of the EDRFA

2.3.1. Chair and Vice Chair

The EDRFA Board shall choose a Chairperson and Vice-Chairperson at its first regular meeting and then annually at the last meeting of the calendar year for the upcoming calendar year or following any resignations from the current Chairperson or Vice Chairperson.

2.3.2. Chief Executive Officer/Executive Director

The EDRFA Board will appoint a Fire Chief of one of the Member Agencies as the Chief Administrative Officer ("CAO") or Executive Director, subject to the approval of the Member Agency. The CAO will be the point of contact with the EDRFA Attorney to complete the formation documents and be responsible for completing any other tasks and obligations assigned by the EDRFA Board. It is expressly acknowledged that the services of a Members' employee may be made in lieu of and in satisfaction of contribution requirements, as may be determined by the Members.

2.3.3. Treasurer and Auditor

The EDRFA Board shall appoint one of its officers or employees to the position of treasurer and one of its officers or employees to the position of auditor. Separate officers or employees or a single officer or employee may hold the positions of treasurer and auditor. Such positions shall have the duties specified in Government Code section 6505.6, including the duty to cause an independent audit of the authority to be performed in accordance with section 6505.

2.4. Required Votes

The affirmative votes of a Super Majority (minimum 66.67%) of EDRFA Board of Directors members shall be required to take any action.

2.5. Voting

Each board member (or Alternate Member seated in a board member's absence) shall have one vote.

2.6. Minutes

The Board may assign an employee of a Member Agency, subject to the approval of the employee's Member Agency, to keep minutes of the EDRFA Board meetings, and all records will be maintained at the Member Agency designated by the Board as the agency pursuant to Section 1.9. It is expressly acknowledged that the services of a Member's employee may be made in lieu of and in satisfaction of contribution requirements, as may be determined by the Members.

2.7. Bylaws

The EDRFA Board may adopt Bylaws for conducting its meetings and affairs as are necessary and proper for the purposes herein.

2.8. Initial Budget

As an initial contribution to the JPA's purposes, each Member Agency will provide, directly to the Meyers Nave, an amount of up to \$2,500 to cover the initial costs of creating the JPA.

2.9. Expenditures for the Approved Budget

A vote of the EDRFA Board must approve any future costs. The parties may agree, in accordance with Government Code section 6504, to make contributions of public funds from their treasuries or personnel, property, or equipment for the purposes outlined in this agreement. The Board shall ensure that all funds it administers are strictly accounted for and report on all receipts and disbursements. The Board shall identify one of the parties to serve as its fiscal agent for such purpose. It is expressly acknowledged that the party's services as a fiscal agent may be made in lieu of and in satisfaction of contribution requirements, as may be determined by the Members.

2.10. Employees of EDRFA Member Agencies.

All employees of the EDRFA Member agencies shall remain employees of their individual Member Agency, regardless of any services that they may provide at the direction of the Board.

2.11. Withdrawal

Any Member Agency may withdraw from the JPA. The withdrawing member agency must give the other Members 60 days' notice of the withdrawal. Any contributions made prior to the withdrawal, including the initial contribution, may not be refunded on withdrawal unless approved by the EDRFA Board in its absolute discretion.

2.12. Termination.

Except to the extent that this Agreement expressly provides otherwise, the Parties may terminate this Agreement only by mutual written agreement. Upon termination, any surplus money on hand shall be returned proportionately to contributions (including the documented value of any in-kind contributions of personnel, property, or equipment) made.

2.13. Disposition, Division, and Distribution of Property

Upon termination of this Agreement, the Agency's remaining assets shall be returned to the Member Agencies then participating in the Agency in proportion to their contributions to the Agency's funding. The Board shall first offer any Fire Service assets and other illiquid assets of the Agency to the Member Agencies for reasonable and adequate consideration. If no such sale is consummated, the Board shall offer such illiquid assets to any public or private entity for fair and adequate consideration. The net proceeds from any sale or the illiquid assets, if no sale occurs, shall be distributed as provided in the first sentence of this Section.

SECTION 3 Additional Provisions.

3.1. The members, whether acting jointly or individually, shall comply with all applicable laws, statutes, ordinances, and regulations of any governmental authority having jurisdiction over the joint powers being exercised.

3.2. The parties note that Government Code section 6513 provides as follows:

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, all pension, relief, disability, workers' compensation, and other benefits that apply to the activity of officers, agents, or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this article.

3.3. The JPA shall continue in full force and effect unless terminated pursuant to Section 2.12 of this Agreement.

3.4. The JPA may be amended in writing at any time by the mutual consent of the parties. No amendment shall have any force or effect unless executed in writing by the then-current parties.

3.5. The persons executing the JPA on behalf of the parties hereto warrant that they are duly authorized to execute the JPA on behalf of said parties and that, by so executing the JPA, the parties hereto are formally bound to the provisions of the JPA.

3.6. All notices hereunder and communications regarding this Agreement shall be affected by the delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, and addressed to the Board Chairman and Fire Chief of each member agency.

3.7. The headings of all sections of the JPA are inserted solely for convenience of reference and are not part of and not intended to govern, limit, or aid in the construction or interpretation of any terms or provisions thereof.

3.8. Each of the terms and conditions of the JPA shall inure to the benefit of and shall bind, as the case may be, not only the parties hereto but each and every one of the heirs, executors, administrators, successors, assignees, and legal representatives of the parties.

3.9. If any term, provision, covenant, or condition of the JPA is held to be invalid, void, or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of the JPA shall not be affected thereby. Each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

3.10. The JPA may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all which together shall constitute the same Agreement. Facsimile signatures will not be permitted.

3.11. Each party shall promptly notify the other parties in writing of any legal impediment, change of circumstance, pending litigation, or any other event, occurrence,

or condition that may adversely affect such party's ability to carry out and perform any of the duties, services, and/or obligations under the JPA.

3.12. The terms of the JPA are intended to confer benefits only on the parties to the JPA and their heirs, executors, administrators, successors, assignees, and legal representatives. No rights of action shall accrue to any other persons or entities under the JPA.

3.13. Each party shall not delegate or assign its rights or otherwise transfer its obligations, in whole or in part, under the JPA to any other person or entity without the prior written consent of all of the other parties.

3.14. The JPA shall be governed and construed in accordance with the laws of the State of California.

3.15. The JPA shall be made effective upon execution by all parties and approval of their respective governing bodies.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

GARDEN VALLEY FIRE PROTECTION DISTRICT GEORGETOWN FIRE PROTECTION DISTRICT

By: _____
Name:
Its:

By: _____
Name:
Its:

MOSQUITO FIRE PROTECTION DISTRICT

RESCUE FIRE PROTECTION DISTRICT

By: _____
Name:
Its:

By: _____
Name:
Its:

7 J



EL DORADO REGIONAL FIRE AUTHORITY ORGANIZATIONAL CHART



**COMMUNITY
MEMBERS**



EDRFA BOARD



**GLENN BROWN
Fire Chief**



**WES NORMAN
Assistant Chief**