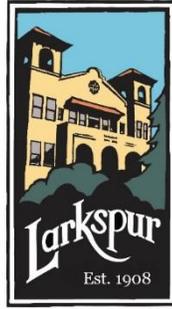




Sloan Bailey, Mayor
Diane Furst, Vice Mayor
James Andrews
Carla Condon
Michael Lappert



Catherine Way, Mayor
Kevin Haroff, Vice Mayor
Larry Chu
Dan Hillmer
Ann Morrison

SPECIAL JOINT MEETING
of the
Corte Madera Town Council
and
Larkspur City Council

5:00 p.m., Wednesday, July 6, 2016

CORTE MADERA COMMUNITY CENTER
498 TAMALPAIS DRIVE
CORTE MADERA, CA

The Town Clerk for the Town of Corte Madera and the City Clerk for the City of Larkspur each certify that this agenda has been posted in accordance with the requirements of the Government Code.

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

2. OPEN TIME FOR PUBLIC DISCUSSION

Please confine your comments during this portion of the agenda to matters not already on this agenda. Speakers will be limited to three (3) minutes unless otherwise specified by the Mayor or the Presiding Officer.

The public will be given an opportunity to speak on each agenda item at the time it is called. The Council may discuss and/or take action regarding any or all of the items listed below. Once the public comment portion of any item on this agenda has been closed by the Council, no further comment from the public will be permitted unless authorized by the Mayor or the council and if so authorized, said additional public comment shall be limited to the provision of information not previously provided to the Council or as otherwise limited by order of the Mayor or Council.

3. PRESENTATION:

3.1 Fire Services Analysis - PowerPoint Presentation by Consultant Jim Irving

4. CONSENT CALENDAR: NONE

5. PUBLIC HEARINGS: NONE

6. BUSINESS ITEMS:

6.1 Review of Agreement Between Town of Corte Madera and City of Larkspur for Shared Fire Services and Discussion of Next Steps Toward Sharing Services and Merging Fire Operations

(The Councilmembers in Joint Session will receive a report from Todd Cusimano, Chief of the Central Marin Police Authority, and will be asked to discuss the draft agreement and provide direction to staff for next steps)

7. ADJOURN MEETING

TOWN COUNCIL STAFF REPORTS ARE USUALLY AVAILABLE BY 5:00 P.M., FRIDAY PRIOR TO THE COUNCIL MEETING, AND MAY BE OBTAINED AT THE CORTE MADERA TOWN HALL, OR BY CALLING 927-5050. AGENDA ITEMS ARE AVAILABLE FOR REVIEW AT CORTE MADERA LIBRARY, FIRE STATION 13 (5600 PARADISE DRIVE) AND THE TOWN HALL. IF YOU CHALLENGE THE ACTION OF THE TOWN COUNCIL IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING DESCRIBED IN THIS AGENDA, OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE TOWN CLERK, AT OR PRIOR TO THE PUBLIC HEARING.

Any member of the public may request placement of an item on the agenda by submitting a request to the Town Clerk. The public is encouraged to contact the Town Manager at 415-927-5050 for assistance on any item between Council meetings.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Town Clerk at 415-927-5086. For auxiliary aids or services or other reasonable accommodations to be provided by the Town at or before the meeting please notify the Town Clerk at least 3 business days (the Thursday before the meeting) in advance of the meeting date. If the town does not receive timely notification of your reasonable request, the town may not be able to make the necessary arrangements by the time of the meeting.

CORTE MADERA and LARKSPUR
JOINT TOWN COUNCIL/CITY COUNCIL MEETING
STAFF REPORT

REPORT DATE: June 30, 2016
MEETING DATE: July 6, 2016

TO: TOWN/CITY MANAGERS, MAYORS AND MEMBERS OF THE TOWN/CITY COUNCILS

FROM: TODD CUSIMANO, CHIEF, CENTRAL MARIN POLICE AUTHORITY
DAVE BRACKEN, TOWN MANAGER, CORTE MADERA
DAN SCHWARZ, CITY MANAGER, LARKSPUR

SUBJECT: REVIEW OF AGREEMENT BETWEEN TOWN OF CORTE MADERA AND CITY OF LARKSPUR FOR SHARED FIRE SERVICES AND DISCUSSION OF NEXT STEPS TOWARD SHARING SERVICES AND MERGING FIRE OPERATIONS

PURPOSE:

To discuss and provide direction to staff regarding the agreement between the Town of Corte Madera and the City of Larkspur for Shared Fire Services

BACKGROUND:

The Twin Cities agencies – the Town of Corte Madera and the City of Larkspur – have a long history of working collaboratively on projects and providing services to residents. This practice of cooperation is particularly evident in fire protection services, where mutual aid agreements are such that Corte Madera and Larkspur fire crews regularly respond to calls in both communities.

Early Discussions

In 2012, the Corte Madera and Larkspur Councils formed an Ad Hoc Committee to explore potential new shared services opportunities between the fire departments of the two communities. Consisting of two members of each Council, the Ad Hoc Committee met periodically in 2012 and 2013 with senior staff from both agencies.¹

¹ The composition of the committee has changed based on the availability of councilmembers, but Corte Madera Councilmember Michael Lappert and Larkspur Councilmember Larry Chu have participated continuously through the process. Currently, they are joined on the committee by Sloan Bailey (Corte Madera) and Catherine Way (Larkspur).

From the conversations in these meetings emerged an agreement (attached for reference) to share firefighter personnel when one or the other of the two agencies needs assistance ensuring that a particular shift is covered. Before this agreement was put into place in November 2013, it was sometimes necessary for management to order an off-duty firefighter to report to work or require firefighters to work back-to-back shifts to ensure that minimum staffing levels were achieved. The agreement created an alternative to this often morale deflating practice. It also resulted in Corte Madera and Larkspur personnel regularly working together on a shift.

Recent Developments

Hoping to build on this success, the Committee encouraged staff to review and present additional opportunities for shared services. The next most significant opportunity arose in 2015, when the fire chiefs in both Corte Madera and Larkspur announced their retirements. Corte Madera Town Manager Dave Bracken and Larkspur City Manager Dan Schwarz agreed not to fill the chief vacancies on a permanent basis while staff and the Committee reviewed the impact of hiring one chief to oversee both departments, and potentially developing a shared command staff as well.

To assist in evaluating shared services opportunities, the agencies jointly retained retired Southern Marin Fire Chief Jim Irving to conduct an analysis of both fire departments. Initially, Mr. Irving was tasked with assessing the current fire prevention and protection services in each agency and identifying what, if any, areas for improvement existed. The conclusion of this assessment is that budgetary constraints in both agencies have resulted in a reduction of services levels, particularly with respect to fire prevention and education and managerial oversight. The assessment also found that the current staffing structures in each agency are creating costly inefficiencies by asking employees to perform too many duties resulting in essential tasks getting done but not done optimally.

Drawing upon this preliminary assessment, the managers asked Mr. Irving to model staffing structures for each agency that would address the current deficiencies. Mr. Irving developed baseline cost estimates for what each agency would need to spend to continue operating on its own while improving fire service levels to more acceptable levels. These cost estimates were then compared to a series of staffing models that spanned a broad breadth of options; these options included sharing a fire chief, sharing a command staff (with or without the participation of additional agencies), and fully consolidating the two departments. After reviewing all models presented, the managers and Mr. Irving agreed that the options that could provide both short-term service level improvements and the ability to manage long-term cost impacts were the options that involved only Corte Madera and Larkspur.

During the first months of 2016, the managers and Jim Irving initiated parallel processes to brief and engage the Ad Hoc Committee and fire personnel about these preliminary assessments. During this period, the Ad Hoc Committee suggested that Central Marin Police Authority Chief Todd Cusimano be invited to participate so that the Committee and managers could draw upon Chief Cusimano's experience of expanding Corte Madera and Larkspur's three-decade old shared police agency to include the Town of San Anselmo.

At Mr. Bracken and Mr. Schwarz' request, Chief Cusimano's role in the process was expanded from advising the Ad Hoc Committee to include leading discussions with fire personnel about how best to implement shared fire service between the two agencies.

Through these discussions with fire personnel, it became apparent that both agencies were struggling with the effects of two long-tenured chiefs retiring. In the course of reviewing different shared fire services approaches throughout the state, staff had come across agencies that share command personnel through agreements whereby the command personnel are employees of the agency that hired them but they provide command level services to the other agency or agencies that are part of the agreement. The managers concluded that this approach to shared services would provide an excellent platform to put a shared command staff in place on an interim basis while Corte Madera and Larkspur continue exploring a long-term plan to consolidate fire departments. By sharing command positions while leaving the personnel as staff of their respective agencies, the arrangement can be unwound quickly and easily to facilitate whatever is the final decision of the two Councils.

In early March, the managers presented the Ad Hoc Committee with a recommendation that an interim joint command be established as quickly as possible. The recommendation of the managers, with the support of fire personnel, was to appoint Larkspur's Acting Chief, Scott Shurtz, to lead the joint command as Acting Chief of the joint command; Chief Shurtz is a 24-year veteran of the Larkspur Fire Department, including nine years as Deputy Fire Chief. Chief Shurtz would be empowered to form an interim joint command by drawing upon staff from both agencies. Positions or roles to be addressed in the joint command would include Acting and Permanent Battalion Chiefs, Acting Fire Marshal, and multiple Acting and Permanent Fire Captains.

The Ad Hoc Committee agreed to the managers' recommendation and staff has been working since March to formulate a joint command. Testing processes were established and used by Chief Shurtz to select individuals for the various command roles, and the employees have been informally serving both agencies. The next step in the process is to formalize the interim joint command through a Memorandum of Understanding (MOU). The draft MOU is attached. It has been reviewed by labor groups, management, Bickmore Services (risk authority for Larkspur), and the Town and City Attorneys. Each Council will consider adopting the draft MOU at its next regular meeting.

Next Steps

With the concurrence of the Ad Hoc Committee, the managers empowered Chief Cusimano to lead a working group to develop a plan to consolidate the agencies. The working group consists of Chief Shurtz, representatives of the fire employees in each agency, and Glenn Berkheimer. Mr. Berkheimer is a labor relations expert with the firm IEDA who has negotiated agreements between Corte Madera and its employees for many years. He is also the labor negotiator for the Central Marin Police Authority. The working group is charged with developing a model for sharing fire service so that Corte Madera and Larkspur can assess the benefits of such an arrangement.

Staff has become aware of a law implemented on January 1, 2016 that appears to establish a regulatory role for the Marin Local Agency Formation Commission (LAFCO) when fire agencies consolidate. Established by SB239 (Hertzberg), the new law appears to require that any consolidated enterprise will have to be approved by LAFCO before it can be implemented. The exact nature, including cost, of the application for such a review is unclear and staff will be discussing this matter in detail with LAFCO staff over the coming months.

Pension reform has made the consolidation process more complicated because there is no legislative clarity on how to create a new employment situation (through some form of consolidation) while maintaining existing benefits. Some agencies have obtained special legislation to authorize their specific goal(s). This year, the Legislature began debating a bill that would create a schematic that would apply to any formation of a joint powers authority. Staff is currently evaluating all options and engaging relevant parties in Sacramento.

FISCAL IMPACT:

To calculate the fiscal impact of the attached shared services MOU, staff looked at what the Town and City budgeted for Fiscal Year 2016-17 should each have to staff its own fire department to some minimal level. Using this approach, staff estimates that the shared command staff reduces salary and benefits for Corte Madera by \$155,000 and for Larkspur by \$159,000.

The long-term fiscal impact of a shared command staff and/or a full consolidation cannot yet be calculated. The LAFCO legislation referenced previously states that third-party comprehensive fiscal analysis is required and staff is currently inquiring as to what that analysis might look like (and cost).

Staff notes that initially, there may be some start-up costs borne by the agencies, but moving forward, Corte Madera and Larkspur can hope to realize greater control over costs. As evidence of the possibilities, consider the cost to each agency to participate in a joint powers authority for police services.

12 – Year Annual Budget Comparison for TCPA/CMPA

<u>Fiscal Year</u>	<u>Corte Madera</u>	<u>Larkspur</u>	<u>Agency</u>
16/17	3,095,870	3,465,854	CMPA
15/16	3,002,516	3,344,372	CMPA
14/15	3,002,971	3,344,990	CMPA
13/14	3,028,027	3,325,992	CMPA
12/13	2,944,881	3,229,923	TCPA
11/12	3,044,000	3,325,568	TCPA
10/11	3,049,470	3,289,196	TCPA
09/10	3,054,384	3,349,800	TCPA
08/09	3,163,971	3,369,259	TCPA
07/08	3,201,000	3,485,669	TCPA

06/07	3,071,629	3,417,660	TCPA
05/06	3,083,252	3,209,531	TCPA

Despite inflationary pressures, overall costs have remained relatively flat for the member agencies.

DISCUSSION:

The Ad Hoc Committee directed staff to schedule a joint meeting of the Town and City Councils to receive a presentation of the work of Jim Irving, discuss the draft MOU for a shared command staff, and provide general direction to the Committee and staff. The Ad Hoc Committee is seeking concurrence from both Councils that it would be appropriate to begin holding public meetings to discuss specific issues related to a consolidation. The topics that would be addressed through a public meeting process would include:

- Fire Chief/Command Positions
- Labor Agreements
- PERS Accounts – Unfunded Liabilities/Actuarial Analysis
- Compensated Absence Accruals (i.e. sick leave, vacation, compensatory time off)
- Other P.O.S.T. Employment Benefits (OPEB)
- Fire Stations
- Existing Capital Assets
- Equipment Obligations
- Reserves
- Insurance
- Funding Formula
- Name of Agency
- Organizational Chart/Governance

In terms of what form a consolidation might take, there are three options that continue to be the focus of staff’s analysis:

1. Shared Fire Command – Under this model, the agencies would share command personnel but separately employ firefighters. The joint command can be built around individuals who are employees of one or the other agency, or it can be separate entity. This model is used successfully in several locations around California. While this model reduces administrative overhead, it does create layers of complexity, as each agency continues to have its own labor agreements and policies.
2. Lead Town/City Model – Under this model, one agency would serve as the employer and all employees would work for that agency. The agency without employees would contract for services from the agency with employees.

3. Fire Joint Powers Authority (JPA) – a fully integrated agency akin to the Central Marin Police Authority.

ATTACHMENTS:

1. Draft Agreement
2. Shared Services Agreement dated November 4, 2013 and amended February 17, 2014

**AGREEMENT BETWEEN TOWN OF CORTE MADERA
& CITY OF LARKSPUR FOR SHARED FIRE SERVICES**

This Agreement is made and entered into on July ___, 2016 by and between the TOWN OF CORTE MADERA (hereinafter "TOWN") and the CITY OF LARKSPUR (hereinafter "CITY") for sharing of their fire services.

I. RECITALS

A. **WHEREAS**, the TOWN and the CITY for many years have provided mutual aid and other support to one another in public safety matters, including both fire and police services;

B. **WHEREAS**, the TOWN and the CITY already are members of a joint powers agreement, the Central Marin Police Authority, which consolidated their police services (along with those of a third municipality);

C. **WHEREAS**, the foregoing consolidation of police services resulted in significant cost savings and improved service for both the TOWN and the CITY, and they each now wish to share fire services in order to ascertain whether consolidated fire services also would result in long-term cost savings and improved service;

D. **WHEREAS**, in 2012 the TOWN and the CITY formed a Shared Fire Services Ad Hoc Committee consisting of two councilmembers from each municipality and their respective Managers, and the TOWN and the CITY on November 4, 2013 entered in an agreement for shared fire services, which agreement was amended on February 17, 2014;

E. **WHEREAS**, the foregoing Committee in 2015 retained retired Fire Chief James Irving as a consultant who now has completed his analysis and is in the process of writing his report regarding shared/consolidated fire services;

F. **WHEREAS**, the recent retirement in 2015 of the Fire Chiefs of both the TOWN and the CITY have presented the parties with a timely opportunity to further evaluate the sharing of fire services;

G. **NOW, THEREFORE**, the purpose and intent of this Agreement is to set forth the specific terms, conditions and operational procedures that shall govern and control the sharing of fire services between the TOWN and the CITY, as provided by the Joint Exercise of Powers Act (Government Code Sections 6500, et seq.), which expressly authorizes the parties to contract for such services with each other.

II. AGREEMENT

The TOWN and the CITY, in consideration of the mutual promises, covenants, terms and conditions set forth below, hereby agree as follows:

1. **Term of This Agreement.** This Agreement shall become effective on the above date and continue either through December 31, 2016 or the effective date of any formal joint powers agreement creating consolidated fire services, whichever occurs first.

2. **Earlier Agreements Superseded.** This Agreement supersedes all other earlier agreements between the TOWN and the CITY for shared fire services, which earlier agreements are hereby revoked, terminated and are of no force or effect.

3. **Termination of This Agreement.** Notwithstanding the provisions contained within the preceding Paragraph 1, either the TOWN or the CITY may terminate this Agreement for any reason by giving the other party's Town Manager or City Manager thirty (30) days prior written notice. It is agreed by the parties that such early termination of this Agreement, for whatever reason, would be undesirable and is to be avoided if at all possible.

4. **Employment Status of Shared Personnel.** All personnel of either the TOWN or the CITY who are shared under the terms of this Agreement shall at all times be and remain

respective employees of either the TOWN or the CITY which shall continue to be solely responsible for payment of said employees' salary/wages, overtime payments, taxes, withholding, benefits, CalPERS contributions, workers' compensation coverage and all other related employer obligations. At no time shall any employee of either the TOWN or the CITY be considered an employee of the other for any purpose or in any capacity.

5. **Proper CalPERS Reporting.** Both the TOWN and the CITY hereby acknowledge, understand and agree that, at all times during the term of this Agreement, they each shall correctly report to CalPERS their respective employees' pay rates, and that they will continue to enroll all of their respective full-time employees as such. The parties also acknowledge and re-affirm their obligations and required action relative to pay-rates and pay schedules under CCR Section 570.5 and Government Code Section 20636(b)(1). The parties further agree that at all times hereunder they each shall maintain a proper employer/employee relationship with all of their respective employees such that at no time will a common-law employer/employee relationship occur or be deemed to exist for any purpose or any reason. At no time under this Agreement shall payments be made or monies be exchanged by the TOWN or the CITY to one another for the sharing of their respective employees' expertise, experience or services.

6. **Ownership & Maintenance of Fire Stations.** Title, ownership and maintenance of all real property and buildings shall remain with the respective owners (TOWN or CITY) throughout the term of this Agreement.

7. **Ownership & Maintenance of Fire Vehicles And Equipment.** Title, ownership and maintenance of all fire vehicles and other equipment shall remain with the respective owner (TOWN or CITY) throughout the term of this Agreement.

8. **Names, Uniforms, Insignia and Patches/Emblems.** All names, uniforms, insignia, patches and emblems of the respective parties shall remain the same/intact throughout the term of this Agreement.

9. **Existing Contracts For Paramedic Services.** This Agreement and the sharing of fire services between the TOWN and the CITY shall in no way alter, modify, change or impact the existing contractual terms and conditions or revenues generated for the provision of paramedic services by and among the Ross Valley Paramedic Authority, the Marin County Fire Department and the Corte Madera Fire Department. The parties agree to closely consult with the RVPA as to any impacts their shared services (and possible future consolidation) may have upon RVPA, County Fire and other outside agencies.

10. **External Fire Staffing Requirements.** The TOWN and the CITY each agree that, at all times throughout the term of this Agreement, all staffing deployments will meet or exceed those required by NIOSH/OSHA, NFPA, NIST, ICMA and all other regulatory agencies and institutes. Further, appropriate response times and coverage areas will be properly maintained at all times.

11. **Coordination of Shared Personnel.** Both the TOWN and the CITY hereby agree to closely cooperate in assuring, to the fullest extent possible, that compatible working relationships and mutual support exist between their shared personnel/employees. Such mutual support will include, but not be limited to, consulting work, advice, recommendations, mentoring, coverage, shift coordination, technical help and similar assistance and cooperation.

12. **Overall Supervision of Shared Personnel.** The TOWN and the CITY hereby agree that, at all times during the term of this Agreement, overall supervision of their respective shared personnel for all purposes shall remain with and be exercised by the TOWN Manager for TOWN employees and by the CITY Manager for CITY employees.

13. **Shared Services of Fire Chief.** The TOWN and the CITY hereby agree that the CITY's Acting Fire Chief Scott Shurtz will lend his expertise, skill, knowledge and experience to the TOWN and its fire personnel, especially as to command staff matters, executive operations and development of a testing process for acting battalion chiefs and captains. However, at all times hereunder, the CITY's Acting Fire Chief Shurtz (a) shall continue to report directly to the CITY Manager who shall continue to supervise him on all matters; (b) shall continue to be

provided workspace, computer access and other standard provisions/supplies provided by the CITY; (c) shall continue at all times to wear his CITY uniform, badge and insignia; (d) shall act in an advisory/consultant capacity without the TOWN'S fire staff/employees reporting directly to him; and (e) shall not have his shared services reimbursed in any monetary amount or payment made by the TOWN to the CITY.

14. Shared Services of Battalion Chief/Fire Marshall. The TOWN and the CITY hereby agree that the TOWN's Battalion Chief/Fire Marshall Kenny Prete will lend his expertise, skill, knowledge and experience to the CITY and its fire personnel, especially as to matters involving fire engineering/plan review, code review and adoption, environmental management/CUPA, inspection services (code enforcement), pre-fire plans, vegetation management, WUI compliance, investigations and public education. Due to the complex requirements of fire marshall/prevention duties, all support, including outside expertise, may be utilized for the implementation/enforcement of ordinances, codes and notices. At all times hereunder, the TOWN's Battalion Chief/Acting Fire Marshall Prete (a) shall continue to report directly to the TOWN Manager who shall continue to supervise him on all matters; (b) shall continue to be provided workspace, computer access and other standard provisions/supplies provided by the TOWN; (c) shall continue at all times to wear his TOWN uniform, badge and insignia; (d) shall act in an advisory/consultant capacity without the CITY's fire staff/employees reporting directly to him; and (e) shall not have his shared services reimbursed in any monetary amount or payment made by the CITY to the TOWN.

15. Shared Services of Battalion Chiefs. The TOWN and the CITY hereby agree that their respective Battalion Chiefs and/or Acting Battalion Chiefs will lend their expertise, skill, knowledge and experience to each other, especially as to matters involving shift management and supervision, on-scene incident command, staff/administrative assignments, disaster management, support/logistics, mentorship, policy adherence, coordination of stations, training and all such similar operational responsibilities. However, at all times hereunder, all Battalion Chiefs/Acting Battalion Chiefs of both the TOWN and the CITY (a) shall continue to report directly up the chain-of-command of their own/respective Departments which shall continue to supervise them on all matters; (b) shall continue to be provided workspace, computer

access and other standard provisions/supplies provided by their respective employers; (c) shall continue at all times to wear their respective TOWN or CITY uniforms, badges and insignia; (d) shall act in an advisory/consultant capacity without reporting to the other's command staff; and (e) shall not have their shared services reimbursed in any monetary amount or payment made by either the CITY or the TOWN to the other.

16. Shared Services of Captains, Engineers, Administrative Staff And Other Fire Personnel. The TOWN and the CITY hereby agree to lend to one another the expertise, skill, knowledge and experience of their respective fire captains, engineers, administrative staff and other fire personnel on whatever matters they see fit. However, at all times hereunder, all such fire captains, engineers, administrative staff and other fire personnel (a) shall continue to report directly up to the chain-of-command of their respective Departments which shall continue to supervise them on all matters; (b) shall continue to be provided workspace, computer access and other standard provisions/supplies provided by their respective Departments; (c) shall continue at all times to wear their respective TOWN or CITY uniforms, badges and insignia; (d) shall act in an advisory/consultant capacity without reporting to the other's command staff; and (e) shall not have their shared services reimbursed in any monetary payment or amount made by either the TOWN or the CITY to the other.

17. Joint Training. The TOWN and the CITY agree to immediately institute and conduct joint training sessions with their respective fire personnel, for efficiency, coordination and cost-saving purposes.

18. Evaluation of Formal Consolidation of Fire Services. The TOWN and the CITY agree that the primary purpose of this Agreement is for them to jointly evaluate the efficacy and long-term cost savings of sharing of fire services. It is the intention of the parties that, before the end of the term of this Agreement on December 31, 2016, sufficient data and experience exist to permit the parties to determine whether the formal consolidation of such services will result in improved service and significant long-term economic savings to the public, as well as stability and fiscal sustainability. The parties therefore agree to fully investigate all

options in this regard, and to present informed recommendations to their respective Councils on this subject on or before November 30, 2016.

19. **Hold Harmless & Indemnification.** The TOWN and the CITY each agree to defend, indemnify and hold harmless the other, and the other's officers, agents and employees, against any and all liabilities, injuries or damages caused by the intentional or negligent acts, errors or omissions of their own respective employees, agents or representatives in connection with their performance and duties under the terms and provisions of this Agreement. The duty to indemnify and hold harmless shall include the duty to defend as set forth in California Civil Code Section 2778. In the event of concurrent negligence or liability of the parties' respective employees, liability shall be apportioned between the TOWN and the CITY under the doctrine of comparative fault as established under California law.

20. **Dispute Resolution.** Should any disagreement or dispute between the TOWN and the CITY arise concerning interpretation, implementation and/or enforcement of any of the terms or subject matter of this Agreement, the parties shall submit such dispute to mandatory mediation before an agreed-upon mediator, each party to pay an equal share of the mediation fees and each party to pay its own attorneys' fees and legal costs. Should the TOWN and the CITY be unable to agree upon a mediator, they shall agree upon a mediation service and shall have that service select a mediator for them. Should mediation be unsuccessful, then the TOWN and the CITY each agree that they shall submit their dispute to binding arbitration before a mutually-agreeable arbitrator. If they cannot agree upon an arbitrator, they shall select an arbitration service which shall select an arbitrator for them. The TOWN and the CITY each shall pay an equal portion of the arbitration fees and each party shall pay its own attorneys' fees and legal costs, it hereby being agreed that the arbitrator shall have no authority to award attorneys' fees or costs to any prevailing party. The TOWN and the CITY each hereby expressly waives any and all rights to have disputes under this Agreement decided by court action, court trial, jury trial or any other legal action of any kind or type, other than the mandatory mediation and binding arbitration process specified above. However, in emergency or extraordinary circumstances, either or both parties may seek equitable or injunctive relief to preserve the status quo pending occurrence of the mediation/arbitration process specified above. It is the express

intent of both the TOWN and the CITY to have any and all disputes under this Agreement resolved by the above-specified mediation/arbitration process and in as timely and economical manner as possible.

21. **Amendments.** This Agreement shall not be further amended or modified at any time and in any respect whatsoever except in writing and by both parties hereto. The TOWN and the CITY each agrees that it will make no claim at any time that this Agreement has been orally amended or modified, and each agrees that no oral waiver, amendment or modification shall be effective for any purpose.

22. **Breach/Enforcement of Agreement.** This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for a petition/motion against, any action, suit or other proceeding which may be instituted, prosecuted or maintained in breach of this Agreement, including but not limited to a petition/motion to compel mediation and/or arbitration.

23. **Severability.** Should any provision of this Agreement be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.

24. **Governing Law.** This Agreement is made and entered into within the State of California, and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either the TOWN or the CITY.

25. **Parties' Representations.** The TOWN and the CITY each represent and acknowledge that, in executing this Agreement, they do not rely, and have not relied, upon any representation or statement made by any of their agents, representatives or attorneys with regard to the subject matter, basis or fact of this Agreement or otherwise.

26. **Binding Upon Successors.** This Agreement shall be binding upon the parties and their heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the parties, and each of them, and to their heirs, administrators, representatives, executors, successors and assigns.

27. **Effective Date.** The effective date of this Agreement is the date set forth in the first paragraph hereof, once this Agreement is fully executed by each of the parties' representatives set forth below.

TOWN OF CORTE MADERA

CITY OF LARKSPUR

By: Dave Bracken,
TOWN Manager

By: Dan Schwarz,
CITY Manager

ATTACHMENT 2

Shared Services Agreement dated November 4, 2013
and amended February 17, 2014

SHARED SERVICES AGREEMENT (Amended)

An Agreement for the Sharing of Personnel for the City of Larkspur, the Town of Corte Madera, the Larkspur Firefighter's Association and the Corte Madera Firefighter's Association

The following is the agreed upon terms for shared services between the City of Larkspur, the Town of Corte Madera, the Larkspur Firefighter's Association and the Corte Madera Firefighter's Association. The intent of this document is for the sole purpose of the sharing of personnel for the purposes of providing maximum services to the citizens of the communities and to assist in order to fill mandatory overtime positions of both the Larkspur Fire Department and the Corte Madera Fire Department with an objective to reduce a forced hire back condition. For the purposes of this document, sharing of personnel will be referred to as **cross department movement**.

Additionally, this agreement permits the daily temporary movement of personnel and resources between stations in both communities when necessary to facilitate training, orientation and to assist with various work tasks. Shift officers will ensure that proper staffing and coverage for both communities is maintained to current standards.

This agreement is made pursuant to, without limitation, the Joint Exercise of Powers Act (California Government Code Section 6500 et seq.). The City and Town may jointly exercise their powers, duties, and functions pursuant to, and in accordance with, the terms of this agreement.

1. Filling of vacant positions

Regarding the filling of minimum staffing positions, prior to cross department movement of personnel, all regular overtime hiring procedures will be exhausted per CMD/LRK MOU documents and department policies. Once it has been determined that a position cannot be filled by regular overtime hiring procedures, the vacant position can be filled by cross department movement. All cross department movement will be accomplished strictly on a voluntary basis.

Corte Madera. If more than a single employee volunteers for cross department movement, the employee with the lowest number of overtime hours will be granted the cross movement overtime shift. If more than one employee volunteers with the same number of overtime hours, the more senior employee will be offered the overtime.

Larkspur. If more than a single employee volunteers for cross department movement, the employee with the lowest number of overtime hours will be granted the cross movement overtime shift.

2. Staffing

Larkspur Engine staffing. Larkspur presently has no minimum paramedic staffing mandates.

Corte Madera staffing. If a vacant position to be offered for cross department overtime occurs on a CMD medic transport unit, only paramedic qualified personnel will be allowed to staff the position. All staffing for CMD must meet minimum paramedic staffing standards now in place.

3. Training

The following training will be provided to both Larkspur and Corte Madera personnel prior to cross movement of personnel.

- A. Engine Familiarization
- B. Engineer Operations
- C. Area Familiarization
 - Major streets
 - Target Hazards
 - Routes of travel
- D. EMS equipment and operations
 - EKG monitors/AED equipment
 - BLS equipment
 - ALS equipment
- E. Larkspur - Familiarization CMD medic unit/CMD with LRK ALS engine equipment
- F. Specialized Equipment
 - TIC
 - Gas monitors
- G. Incident Reporting Systems and other Record Management Systems
 - Other forms and reporting
 - Billing, AMA, daily checks engineer and weekly, monthly
 - Fire ground duties and responsibilities/ operational guidelines/ procedures
- H. General polices and procedures

The above list is not intended to be all encompassing and during the process additional training requirements may be identified and will need to be addressed.

4. Overtime Costs, Compensation, and Reimbursement

Corte Madera Fire department employees will be paid their Corte Madera overtime wage when working a cross department overtime shift.

Larkspur Fire Department employees will be paid their Larkspur overtime wage when working cross department overtime shift.

When a Corte Madera employee works an overtime shift in Larkspur, the Corte Madera employee will be compensated by the Town. The Town of Corte Madera will invoice the City of Larkspur on a monthly basis for any overtime costs incurred by its employees working in Larkspur.

When a Larkspur employee works an overtime shift in Corte Madera, the Larkspur employee will be compensated by the City of Larkspur. The City of Larkspur will invoice the Town on a monthly basis for any overtime costs incurred by its employees working in Corte Madera.

In the City of Larkspur, captains working as firefighters are compensated at the Firefighter overtime rate. Corte Madera employees will be compensated at their standard overtime rate.

5. Employer/Employee Relationship

It is the intent of the parties that each City/Town shall remain the sole employer of any and all of its employees temporarily assigned to the Receiving City/Town under the terms

of this Agreement ("**Sole Employer**"). Employees of the **Sole Employer** shall continue to receive the rights, privileges and benefits conferred by the **Sole Employer** at all times that the employee is temporarily assigned to the **Receiving City/Town**.

A. Compensation. No employee of a **Sole Employer** may receive any compensation (including salary, retirement, leave and other benefits) from the **Receiving City/Town**. Compensation shall only be conferred upon the employee by the **Sole Employer** regardless of the number of hours the employee may be assigned to the **Receiving City/Town**.

B. Discipline. No party that is not the **Sole Employer** of an employee may reprimand, suspend, or take any disciplinary action whatsoever against such employee. Discipline may only be taken against the employee by the employee's **Sole Employer** regardless of the number of hours the employee may be assigned to the **Receiving City/Town**.

C. Control of Work and Temporary Hour Limitations. The parties expressly understand and agree that the **Sole Employer** controls and shall continue to control the means and manner by which all work is to be performed by the personnel of the **Sole Employer** at all times while the personnel are temporarily assigned to a **Receiving Agency** under the terms of this Agreement. Additionally, the parties expressly understand and agree that the employees of the **Sole Employer** shall not be temporarily assigned to the **Receiving Agency** in excess of any of the following: 1) an average of twenty (20) hours per week per year; 2) one thousand (1,000) hours within a fiscal year; or 3) full-time for any six-month period.

D. Retirement System and Benefits. The **City and Town** further represent and warrant that each of them are contracting agencies of the Public Employees' Retirement System established by Part 3 of Division 5 of Title 2 of the Government Code (Gov. Code §§ 20000 et seq.) and will remain contracting agencies with such retirement system throughout the term of this Agreement. The **City and Town** further warrant that each **City and Town** employees that will be assigned to the other **City or Town** pursuant to this Agreement are members of the **Sole Employer's** retirement system at all times that such members are assigned to the **Receiving City/Town**. No employee may accrue any retirement credits or be entitled to any retirement benefits from any **City/Town** that is not the employee's **Sole Employer**, regardless of how many hours, days, months or years that employee may be assigned to the **Receiving City** under this Agreement.

E. Notice to Employees. The parties further represent and warrant that each **Sole Employer** shall provide a copy of this section or summary of the provisions of this section to each of its employees that may be assigned to the **Receiving Agency** under this Agreement within 30 days of the effective date of this Agreement or the employee's date of hire, whichever comes later. Each **Sole Employer** shall retain a copy of the notice provided to each employee under this section in a form that bears the signature of the employee with the date of the employee's signature attesting to the receipt of such notice and the understanding of the employee as to his/her

rights while being assigned to the **Receiving Agency** under this Agreement and the date of the employee's signature. No **Sole Employer** shall assign any employee to the **Receiving Agency** until the **Sole Employer** has received a signed copy of this notice from its employee indicating that the employee wishes to be eligible for temporary assignment to the **Receiving City/Town** under the terms of this agreement.

F. Payment. The **City and Town** agree that when a **City/Town** acting as **Sole Employer** incurs overtime costs due to the assignment of its personnel to the **Receiving City/Town** pursuant to this Agreement, the **Sole Employer** shall be reimbursed by the **Receiving City/Town** for the total amount of overtime pay liability incurred by the **Sole Employer**. It is understood and agreed that the calculation of overtime pay due to the assignment of personnel to the **Receiving City/Town** shall be based upon the base pay compensation rates set for such personnel by the **Sole Employer**, and that the assignment of personnel under this Agreement shall not result in any change in the base pay compensation rates for such personnel. Monthly, any **Sole Employer** incurring such overtime pay costs shall send an invoice to the **Receiving City/Town** for reimbursement of such overtime costs, which shall be paid by the **Receiving City/Town** within thirty (30) days of receipt.

G. Temporary Assignment. Only those employees that agree in writing to be eligible for temporary assignment under this agreement shall be eligible to be assigned to the **Receiving City/Town**. An employee may decline or refuse temporary assignment on any occasion that the employee is offered such assignment. However, after the assignment has begun no employee may leave an assignment that the employee has elected to undertake except with the consent of the ranking personnel of the Receiving Agency. Personnel of the **City/Town** providing services under this agreement shall perform at the direction of the ranking personnel of the **Receiving City/Town** at all times that the employee remains temporarily assigned to the **Receiving City/Town**. At the sole discretion of the **Sole Employer**, a temporarily assigned employee's failure to observe or comply with the directions of ranking personnel of the **Receiving City/Town** may be the subject of discipline by the employee's **Sole Employer** pursuant to Section 5(B). Any ranking employee that is temporarily assigned to the **Receiving City/Town** shall be authorized to give orders and directions to employees of lower rank of the **Receiving City/Town** and those employees shall comply with such orders and directions at all times. Nothing in this paragraph shall divest or deprive an employee, including without limitation the Chief, of a **Receiving City/Town** of authority to nullify, abrogate, reverse or void any direction or order made by a temporarily assigned employee that is lower in rank.

6. Workers Compensation

A. Workers' Compensation Insurance. Each **City/Town** shall provide workers' compensation insurance for its employees, even when such employees are assigned to a **Receiving City/Town**. All workers' compensation claims shall be filed exclusively with the employee's **Sole Employer** and each **City/Town** retains its

own losses for any workers' compensation loss, without any right of subrogation or other recourse against any other City/Town. Each City/Town warrants that it carries workers' compensation insurance that complies with the requirements of the California Workers' Compensation Act.

B. Minimum Limits. Each City/Town shall maintain at its sole cost and expense, either through a bona fide program of self-insurance, a risk-sharing joint powers authority, or any combination thereof, commercial general liability insurance coverage with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate and commercial automobile liability coverage in the amount of One Million Dollars (\$1,000,000) combined single limit.

C. Other Requirements. All required insurance coverage's shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to each Agency. The general liability policy shall be endorsed naming the other Agency as an additional insured. The certificates of insurance and required endorsement shall be furnished to each Agency prior to the Effective Date of this Agreement. Said policies shall remain in force through the term of this Agreement and shall be payable on a per occurrence basis only. Nothing herein shall be construed as a limit of either Agency's liability, and each Agency shall indemnify, defend, and hold harmless the other Agency in accordance with the provisions of Section 9.5 of this Agreement. Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the Agreement. In addition to any other remedies, an Agency may suspend payment to the other Agency for any services provided during the time that insurance was not in effect and until such time as the defaulting Agency provides adequate evidence that it has obtained the required coverage.

7. Policies

Employees will be responsible for the Sole Employer Policies.

All employees will have general knowledge and an understanding of the cross agency policies and procedures manual.

8. Shift Start times

A. Department start time discrepancies will be dealt with by overtime hold over or early relief overtime in order to facilitate cross department overtime shifts. However, double overtime should not be paid in order to get personnel into position.

B. Pending the ratification of this agreement, within a mutually agreeable period, labor groups and management of both agencies will have implemented a single coordinated start time.

9. Constant Staffing

The agreement between the Larkspur Firefighters Association, Corte Madera Firefighters Association, the City of Larkspur, and the Town of Corte Madera for the shared services of personnel for mandatory overtime does not release the City or Town from previously agreed upon minimum staffing standards.

9.5. Liability and Indemnification

A. Liability and Responsibility

This agreement is entered into pursuant to the provisions of Article 2 of Division 2 of Title 5 (commencing with Section 55630) of the Government Code. Accordingly, the parties intend and mutually agree that all of the privileges, immunities, exemptions, pensions, relief, disability, workers' compensation, and all other benefits granted or conferred to each agency while performing its functions within its own city/town limits shall apply equally to each agency, employee, and officer while performing its functions outside, or traveling to and from, its city/town limits under this agreement.

Pursuant to Government Code Section 850.6, it is the parties' intent and mutual understanding that the Receiving City/Town shall not be held liable or responsible for the acts or omissions of any City/Town employee performing functions on temporary assignment under this agreement, except when the employee is acting at the specific direction of an employee at the City/Town Receiving Agency while performing the specific acts or omissions.

B. Hold Harmless and Indemnification

The City shall indemnify, defend and hold harmless the Town and its officers, officials, employees, agents and volunteers (collectively "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively "Liability") to anyone who may be injured or damaged by reason of the City's negligence, recklessness or willful misconduct in the performance of this agreement or its failure to comply with any of its obligations contained in this agreement. If City provides a defense to Indemnitees under this section, City shall hire defense counsel acceptable to Indemnitees. The provisions of this Section shall survive the termination or expiration of this agreement.

The Town shall indemnify, defend and hold harmless the City and its officers, officials, employees, agents and volunteers (collectively "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively "Liability") to anyone who may be injured or damaged by reason of the Town's negligence, recklessness or willful misconduct in the performance of this agreement or its failure to comply with any of its obligations contained in this agreement. If Town provides a defense to Indemnitees under this section, Town shall hire defense counsel acceptable to Indemnitees. The provisions of this Section shall survive the termination or expiration of this agreement.

10. One Operational Area

The Town of Corte Madera and The City of Larkspur fire agency chiefs will ensure that dispatch assignments and primary response areas are assigned to ensure the best possible allocation of resources to emergency incidents over the One Operational Area. Additionally, existing resources can be temporarily repositioned and redeployed over the One Operational Area to best serve both communities.

11. Unified Command

Corte Madera and Larkspur fire chiefs will provide mutual oversight, back up assistance, technical assistance, and when needed, direct administrative management support over the One Operational Area.

12. Modification of Agreement

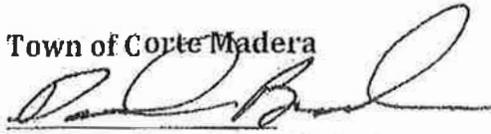
All parties agree that either of the participating labor groups or management representatives can request to modify any portion of this agreement at any time if provisions are found to be unsatisfactory or harmful to the operation of the agency(s).

13. Termination of Agreement

Any party may terminate the Shared Services Agreement with 30 day written notice to all parties involved. The parties involved shall be noted as the Town of Corte Madera, City of Larkspur, Larkspur Firefighters Association, and Corte Madera Firefighter's Association.

12. Signatory

Town of Corte Madera



David Bracken, Town Manager

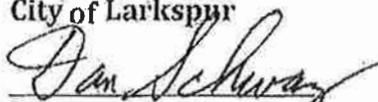


Roger Sprehn, Fire Chief

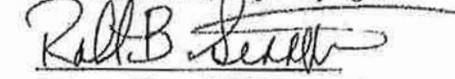


Anthony Quadros, CMPFFA

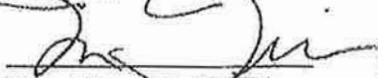
City of Larkspur



Dan Schwarz, City Manager



Robert Sinnott, Fire Chief



Tom Timmer, LPPFA

13. Date of Agreement

This agreement was ratified by all parties on November 4, 2013 and took effect immediately.

This agreement was amended by all parties on 2-17-2014 and changes included, specifically sections 10 and 11, take effect immediately.

**CITY OF LARKSPUR
RESOLUTION No. 81/13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LARKSPUR
TO IMPLEMENT A SHARED SERVICES AGREEMENT BETWEEN THE LARKSPUR
AND CORTE MADERA FIRE DEPARTMENTS**

WHEREAS, The Larkspur and Corte Madera Fire Departments work closely together;

WHEREAS, The City of Larkspur utilizes the Corte Madera paramedic ambulance for EMS calls within the community;

WHEREAS, the Larkspur and Corte Madera Fire Departments utilize the same regional training program;

WHEREAS, the Larkspur and Corte Madera Fire Departments have standardized equipment, policies and practices, and:

WHEREAS, the members of both Fire Departments propose to advance the operational relationship.

NOW, THEREFORE, BE IT RESOLVED, that the Larkspur City Council hereby approves the implementation of a Personnel Shared Services Agreement that will enable members of one fire department to work temporarily in the neighboring fire department on a voluntary, as needed basis.

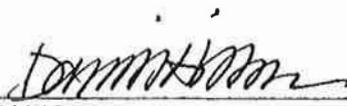
IT IS HEREBY CERTIFIED that the City Council of the City of Larkspur duly introduced and regularly adopted the foregoing resolution at a special meeting held on the 16th day of October 16, 2013, by the following vote, to-wit:

AYES: COUNCILMEMBER: Chu, Hillmer, Marsh, Morrison, Rifkind

NOES: COUNCILMEMBER: None

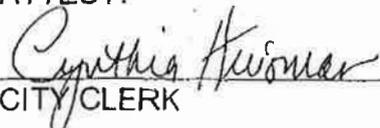
ABSENT: COUNCILMEMBER: None

ABSTAIN: COUNCILMEMBER: None



MAYOR

ATTEST:



CITY CLERK

The within instrument is a true and correct copy of the original on file.



City Clerk, City of Larkspur

**CITY OF LARKSPUR
Staff Report**

October 16, 2013 City Council Meeting

DATE: October 16, 2013
TO: Larkspur City Council
FROM: Bob Sinnott, Fire Chief
SUBJECT: **Request to implement a Personnel Shared Service Agreement with the Town of Corte Madera and approve Resolution # ~~82-13~~**

ACTION REQUESTED

For the Council to consider a request to implement a Personnel Shared Service Agreement with the Town of Corte Madera for the purposes of allowing engine company staff to work shifts for the neighboring agency, and to approve Resolution #_____.

SUMMARY

The Larkspur and Corte Madera Fire Departments are concurrently seeking Council approval to implement personnel shared service agreements. The agreements would enable, when the need arises, a Larkspur firefighter or captain to work shifts in the Town of Corte Madera. It would also enable a Corte Madera firefighter or captain to work shifts in Larkspur. Upon occasion, due to absences associated with illness, injury or vacations, it is necessary to order or "force back" an off duty employee to work. This is because each agency has minimum staffing levels that must be met. The shared service agreement would enable the agency to offer the vacancy to members of the other department prior to ordering an off duty employee back to work. There is no anticipated cost savings that will be achieved. This is primarily to promote interagency operations by better utilizing staff during absences.

FISCAL IMPACT

There should be no cost to the Agency.

ENVIRONMENTAL STATUS

California Environmental Quality Act (CEQA) provisions are not applicable to this request.

BACKGROUND

We presently work very closely with our colleagues from the Corte Madera Fire Department. The Corte Madera medic ambulance, through an agreement managed by the Ross Valley Paramedic Authority, responds to a significant portion of Larkspur as our primary ambulance. Additionally, both agencies collectively work as one due to the immediate proximity of fire stations in the Twin Cities communities. The two agencies also actively participate in the Central Marin Training Consortium which ensures that state of the art standardized training is delivered to the members of our two departments. Equipment, policies, and procedures are also aligned to assure that both agencies operate in seamless fashion.

DISCUSSION

Management and labor have been working to develop a personnel shared service agreement that we feel would benefit the operations of both agencies. It is designed to minimize the need to force back employees to work in order to fill vacant positions that must be filled. A force back can be a hardship to the off duty employee and his or her family. The agreement will provide the ability for an off duty employee from Corte Madera to work a shift in Larkspur, prior to us having to force back. It will in turn, afford the Corte Madera fire staff with the same opportunity. The provisions of the agreement would be entirely voluntary. No Larkspur employee would be required to work in Corte Madera.

While minimizing force backs is the primary objective of the agreement, the program could also be viewed as taking another step towards regionalization, or in fact, consolidation of the two agencies. Allowing staff members of both departments to work more collectively could enable us to advance towards further integration in the future. It's a logical and safe step forward with no cost implications.

Additionally, this agreement permits the daily temporary movement of personnel and resources between stations in both communities to facilitate training, orientation and to assist with various work tasks. Shift officers will ensure that proper staffing and coverage for both communities is maintained to current standards.

Force backs occur on a seldom basis, thus the need to utilize the agreement will be infrequent. However, upon occasion, the agreement could be a valuable tool to ensure minimum staffing levels while not having to force back personnel to work.

STAFF RECOMMENDATION

Staff recommends that Council approve Personnel Shared Services Agreement with the Town of Corte Madera and approve Resolution # _____.

Respectfully submitted,

Bob Sinnott, Fire Chief

Attachments:

1. Shared Services Agreement
2. Resolution # _____