

**Aptos/La Selva Fire Protection District
RESOLUTION NUMBER 9 -18**

**RESOLUTION ADOPTING MEMORANDUM OF UNDERSTANDING (" MOU")
BETWEEN THE CENTRAL FIRE PROTECTION DISTRICT OF SANTA CRUZ
COUNTY (CENTRAL) AND THE APTOS/LA SELVA FIRE PROTECTION DISTRICT**

WHEREAS, the Board has considered the following information:

1. The 2017 Citygate Associates LLC, Emergency Services Master Plan Study for the Aptos/La Selva Fire Protection District
2. The 2018 Emergency Services Consulting International (ESCI) Consolidation Feasibility Study and Service Review, 2018 (2018 report),
3. The staff report
4. and all other information presented at the hearing

NOW, BE IT THEREFORE RESOLVED AND ORDERED:

The Fire Chief is authorized to

- sign on behalf of the District the Memorandum of Understanding (MOU) between the Central Fire Protection District of Santa Cruz County (Central) and The Aptos/La Selva Fire Protection District
- make any non-substantive typographical changes in said MOU that might arise as a result of further discussions with Central,
- take such steps as the Chief deems appropriate to implement said MOU

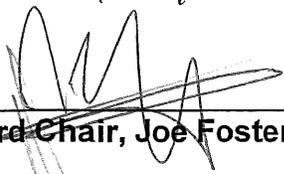
I certify that the foregoing resolution was adopted at the regular board of directors meeting of the Aptos/ La Selva Fire Protection District held on September 13, 2018.

AYES: *Aberdschaw, Hurley, Lucclesi, Foster*

NOES: *Spisak*

ABSENT:

 9/13/18
Date

 
Board Chair, Joe Foster

 
Board Secretary

MEMORANDUM OF UNDERSTANDING (" MOU") BETWEEN THE
CENTRAL FIRE PROTECTION DISTRICT OF SANTA CRUZ
COUNTY (CENTRAL) AND THE APTOS/LA SELVA FIRE
PROTECTION DISTRICT

Memorandum of Understanding (" MOU") between the Central Fire Protection District of Santa Cruz County (Central) and the Aptos/La Selva Fire Protection District (Aptos) and is made with reference to the following facts and understandings:

WHEREAS, each District is a fire district organized and existing under the Fire Protection District Law of 1987 also known as the Bergeson Fire District Law (hereafter District Law) ¹

WHEREAS, each district has and may exercise all rights and powers, expressed or implied, necessary to carry out the purposes and intent of the District Law², and

WHEREAS, the California Public Contract Code³ provides that a fire district board may contract for special services such as accounting and administration.

WHEREAS, one of the primary responsibilities of a fire department's administration is to ensure that the fiscal, infrastructure, and support elements are in place and functioning smoothly and effectively so that the core mission—responding to and mitigating emergencies—can be accomplished in a safe and efficient manner.

WHEREAS, each board wishes to economically and efficiently improve the quality and level of fire and emergency medical services within their communities through the sharing of resources and expertise, and

WHEREAS, staff from both districts recently-completed the Citygate Associates LLC, Emergency Services Master Plan Study for the Aptos/La Selva Fire Protection District and the Standards of Coverage and Management/Administrative Assessment for the Central Fire Protection District (Citygate Report), and

WHEREAS the boards of both districts have read and considered the recommendations of the 2018 Emergency Services Consulting International (ESCI) Consolidation Feasibility Study and Service Review, 2018 (2018 report), and

WHEREAS Aptos wishes to address the Financial Analysis Issues identified on page 4 of the 2018 report, and

WHEREAS, the 2018 Report, based on the information reviewed, interviews with the Fire Chiefs and ESCI's experience, recommended a consolidation of administrations with the reduction in force of three redundant administrative positions, resulting in efficiencies, economy of scale, and economic savings, and

¹ California Health & Safety Code §§13800- 13970

² California Health & Safety Code § 3861

³ California Public Contract Code §§ 20811, 20812.

WHEREAS, the 2018 report found that a consolidation of the districts would bring the opportunity to see a reduction in duplicative costs that are currently paid by each District. The combined costs of, inter alia, redundant supervisory and administrative positions should achieve significant savings over the projection period, and

WHEREAS, the 2018 Report found that some of the administrative positions are redundant, and

WHEREAS, the 2018 Report found that the administration of the two districts would also result in streamlined administration, enhanced span of control and accountability and improved duty officer coverage for the Aptos/La Selva communities, and

WHEREAS, the districts have entered into a pilot program to share Battalion Chief and Division Chief Duty Officer coverage and have initiated negotiations of an agreement to share fire prevention services, and

As a precursor to possible later consolidation, the 2018 Report recommends that consideration be given to Aptos contracting all administrative functions (and shared fire prevention duties through IGA) to Central, and

WHEREAS, due to their proximity to one another yet dissimilar organizational elements, each wishes to cooperate with the other in sharing, streamlining, and implementing best practices of fire district administrative services;

WHEREAS, each board finds that sharing fire department administrative services and fiscal management can streamline, eliminate redundancy, duplication of effort and provide opportunities for current cost savings and an increased level of service for each and reduce the cost of what recent LAFCO reports recommend as to independent fire administration;

WHEREAS, all employees of each district performing pursuant to this MOU shall remain employees of their respective jurisdiction and no express or implied employment contract exists for the same as a result of this MOU;

WHEREAS, this MOU provides a cost effective option for sharing said functions.

PURPOSE

The purpose of this MOU is to enhance the quality of services and efficiently utilize available resources. To accomplish this, the districts intend to consolidate administrative and financial services as recommended in the 2018 Report by Central providing such services to Aptos as follows.

TERM

This MOU shall remain in effect through June 30, 2019 to allow the districts to develop a contract.

EMPLOYEES

All personnel hired by each District shall be and remain employees of said District and shall at all times be subject to the direct supervision and control of said District. A District's employees may also be subject to the day-to-day supervision of the other District's Manager when such Manager is performing his/her shared duties and responsibilities under this Agreement. Each District shall continue to have full responsibility for payment of all compensation to its employees, including provision of health plan and retirement benefits consistent with its own policies and/or collective bargaining agreements. Each District shall further be responsible for all administrative employment matters concerning its own employees, including compliance with requirements for any and all applicable State and Federal income tax withholding, State and Federal unemployment and disability insurance withholding and contributions, social security tax withholding and contributions, workers' compensation coverage obligations, wage and hour obligations, Immigration Reform and Control Act obligations, and any other administrative employment requirements. Nothing in this Agreement shall be intended or construed to create an express or implied employer-employee relationship.

OBLIGATION TO FURNISH INFORMATION.

The districts shall provide each other in a timely manner and pursuant to reasonable instructions, all information necessary for each district's administration of its employment obligations regarding its fire department personnel, including such Information as a district may require for the completion of performance evaluations. Each district acknowledges that as employer, it is and continues to be responsible for taking any necessary action, including disciplinary action, with respect to its employees. As necessary, the districts shall cooperate fully with each other and provide the necessary assistance in reasonably investigating and supporting, through witnesses and documents, facts which may serve as the basis for an employing Party's taking any disciplinary or corrective action.

MANAGEMENT SERVICES.

The districts agree that Central will provide management-level administrative services, including but not limited to; finance (budgeting, purchasing, accounting, and payroll services); human resources (employee relations, salary and benefits administration, and risk management); and complex administrative support to the executive and management staff of both districts in a manner and scope consistent with practices currently employed by the districts.

COMPENSATION.

The districts agree to share the cost of the services herein to be performed, during the term of this Agreement as follows: The fees for financial and administrative services shall be billed by Central to Aptos each month at a cost equal; to the fully loaded cost of that employee to Central. Said fully loaded cost shall be calculated using the total actual cost of salary and benefits for that individual during the term of this MOU.

Said costs shall not include the cost of fuel, vehicle maintenance, future vehicle replacement, office equipment, information technology, office supplies or incidentals incurred as a result of the performance of this MOU except by mutual agreement.

Insurance.

A. Each district shall, at its sole cost and expense, shall insure its activities in connection with this agreement and obtain, keep in force, and maintain insurance as follows:

1. Commercial General Liability Insurance (contractual liability included) with minimum limits as follows:
 - a. Each Occurrence \$1,000,000
 - b. Products/Completed Operations Aggregate \$ 2,000,000
 - c. Personal and Advertising Injury \$1,000,000
 - d. General Aggregate \$2,000,000.

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

2. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single of not less than \$1,000,000 per occurrence.
3. Workers' Compensation as required under California State law.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of districts against other insurable risks relating to performance.

The coverages required under Section A. shall not limit the liability of districts and the coverages referred to under 1. and 2. of this Section A. shall include the other as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of the other, its officers, employees, and agents. Each upon the execution of this Agreement shall furnish the other with certificates of insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days (10 days for non-payment of premium) advance written notice to the other of any material modification, change, or cancellation of any of the above insurance coverages.

Feasibility Study.

Both districts agree during the term of this MOU to jointly study and report to their respective boards regarding the most accurate and feasible way to feasibly and fairly apportion, account for and pay for said services. The districts agree to meet and confer in good faith to further explore joint efficiencies

and effectiveness in providing services.

Notices.

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to and shall be in writing and shall be deemed duly served and given when personally delivered to the party whom directed or in lieu of such personal services when deposited In the United States mail, postage pre-paid to:

Aptos	Central
Fire Chief Aptos / La Selva Fire Protection District 6934 Soquel Dr, Aptos, CA 95003	Fire Chief Central Fire Protection District of Santa Cruz County 930 17th Avenue Santa Cruz, CA 95062

WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

Aptos/La Selva Fire Protection District

Central Fire Protection District of Santa Cruz County

BY



Aaron Lowe
Fire Chief

BY



Steven M. Hall
Fire Chief

ATTEST:

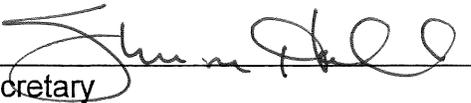
ATTEST:

BY



Secretary

BY



Secretary