

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF EL DORADO AND THE EL DORADO
LOCAL AGENCY FORMATION COMMITTEE RELATING
TO PREPARATION OF A FIRE SERVICE STRUCTURE AND
EFFICIENCY REPORT

This Memorandum of Understanding (“MOU”) is entered into between the County of El Dorado (“County”), a political subdivision of the State of California, and the El Dorado County Local Agency Formation Commission (“LAFCO”), a state agency organized under California Government Code Sections 56000 *et seq.*

WHEREAS, the parties to this MOU desire to cooperate in the preparation of a study of the financial and physical structure of the various fire districts in the County, including fire and EMS services, toward the end of determining whether there are efficiencies to be achieved through consolidation or otherwise (the “Study”);

WHEREAS, the parties to this MOU wish to set forth their respective responsibilities with respect to preparation of the Study;

NOW, THEREFORE, the County and LAFCO do agree as follows:

1. **Contract for Services.** LAFCO shall contract for the services of an independent consultant (“Consultant”) to perform the Study. LAFCO shall select the Consultant using a Request for Proposals process. LAFCO shall be responsible for selection of the Consultant, but shall consult with the County and the fire agencies as part of the process. LAFCO shall be responsible for entering into and administering the contract (“Contract”), including making payment for the services under the Contract. The Contract shall contain a scope of services to be rendered substantially in the form contained in the Proposed Scope of Work for Fire Service Consultant attached hereto as Exhibit “A” and incorporated herein (“Scope”). The Contract shall contain a provision that the Consultant will complete the Study and present a report thereon for a not to exceed amount, which amount shall not exceed \$100,000.00. LAFCO shall keep County apprised of the progress of the work and shall consult with the County as the work progresses. The Contract shall provide for periodic progress reports so that LAFCO can assure itself that the work is progressing on schedule. LAFCO shall strictly enforce the terms of the Contract to ensure that the Study is completed timely and in accordance with the proposed Scope.

2. **Time for Completion.** The contract shall specify that a draft with actionable recommendations shall be delivered no later than January 15, 2010. With County’s concurrence, LAFCO may grant reasonably necessary extensions of time, consistent with the County’s need to have the report with adequate time to review it, negotiate with the fire districts concerning the conclusions of the Study, and to consider the conclusions in the context of the 2010-2011 budget process.

3. **Delivery of Copy of Report.** Upon delivery of the final report, a copy of said report shall be delivered by LAFCO to the County and the fire agencies. Copies of preliminary drafts shall be delivered to the County as they are received.

4. **Funding.** County shall provide funding to LAFCO for the actual cost of the contract, not to exceed One Hundred Thousand Dollars (\$100,000.00). Upon receipt and approval by LAFCO of any invoice from the consultant, not more frequently than every thirty (30) days, LAFCO shall forward such invoice to the County along with a notation of the approved amount. Within fifteen (15) days of receipt of each invoice, County shall make payment to LAFCO in the approved amount of the invoice. Invoices shall be forwarded to:

Office of the County Auditor-Controller
360 Fair Lane
Placerville, CA 95667
Attn: Joe Harn

With a copy to:

Ron Grassi, Asst. Chief Administrative Officer
330 Fair Lane
Placerville, CA 95667.

5. **Use of Funds.** LAFCO will use the funds paid by County solely for the purpose of funding the Contract to perform the Study. If the Consultant fails to perform under the Contract and fails to deliver the Study, LAFCO agrees to pursue all remedies against the Consultant and shall seek a refund of moneys paid to Consultant. Any moneys recovered from Consultant shall be refunded to County, minus collection expenses, up to the amount actually paid under this MOU by County.

6. **Term of Agreement.** This Agreement shall become effective when fully executed by both parties ("Effective Date") and shall terminate upon satisfactory conclusion of the obligations hereunder by both parties.

7. **Audit.** LAFCO will keep and maintain an accurate financial account of all funds expended on the Contract. Said records will be kept in accordance with generally accepted accounting practices. Such accounting records shall be made available for inspection by County's designees during normal business hours at the office of LAFCO or its financial consultant.

8. **Compliance With Applicable Law.** LAFCO will comply with all Federal, State, and local laws and ordinances in the performance of this MOU.

9. **Independent Contractor.** LAFCO is, and shall be at all times, deemed independent and shall be wholly responsible for the acts of LAFCO's employees,

associates, consultants and subconsultants, with respect to the performance of duties under this MOU.

10. **No Third Party Beneficiary.** Nothing in this Agreement shall be construed to create any rights of any kind or nature in any other party not a named party to this Agreement.

11. **Notice to Parties.** All notices (except invoices which are provided for in Section 4, above) to be given by the parties hereto shall be in writing and served by personal service or depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
360 Fair Lane
Placerville, CA 95667
ATTN: Asst. Chief Administrative Officer

or to such other location as the County directs.

Notices to LAFCO shall be addressed as follows:

Local Agency Formation Commission
550 Main St., Suite E
Placerville, CA 95667
ATTN: Executive Officer

or to such other location as LAFCO directs.

12. **Changes to Agreement.** This Agreement may be amended by mutual consent of the parties hereto. Any amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

13. **Administrator.** The County Officer or employee with responsibility for administering this Agreement is Ron Grassi, Assistant Chief Administrative Officer.

14. **Authorized Signatures.** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

15. **Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

16. **Venue.** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El

Dorado County, California, and shall be resolved in accordance with the laws of the State of California. LAFCO waives any removal rights it might have under Code of Civil Procedure section 394.

17. **Entire Agreement.** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

18. **Time is of the Essence.** The Parties hereto acknowledge and agree that time is of the essence.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Ron Briggs, Chairman
Board of Supervisors
"County"

ATTEST:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

-- LOCAL AGENCY FORMATION COMMISSION --

Dated: _____

By: _____

Francesca Loftis, Chair
Local Agency Formation Commission
"LAFCO"

ATTEST:
José C Henríquez
Executive Officer

By: _____

EXHIBIT A:

SCOPE OF SERVICES:

The assessment and recommendations should be comprehensive, including a review of financing and governmental structures. The following Scope of Services was proposed by the fire and emergency agencies in collaboration with LAFCO and the County. It is expected that the consultant selected for this RFQ address each of the factors listed below and that a draft of actionable recommendations be provided no later than January 15, 2010.

1. An analysis of the funding structures for the various fire districts and County. Specifically, the submission of qualified recommendations options/alternatives to be considered by all applicable parties, including analyses of
 - a) Budgets;
 - b) Tax rates, especially property tax allocations, and the districts' utilization of those revenues
 - c) All other revenues and fees and the potential for any other charges available to the districts that they should be charging but are not currently utilizing
2. Analysis of salary and benefits for all local government EDC fire districts, e.g. "Employee Actuarial Valuation".
3. Analysis of volunteer firefighter programs countywide including estimated cost savings to fire districts.
4. Analysis of fire apparatus and assets.
5. Review of all current fire station locations, including US Forest Service and CAL FIRE, to get input on strategically designing a Master Plan for fire station locations in the future. Plus, identify the effect of any potential Cal Fire station closures
6. A discussion and an analysis of the efficiency of thirteen local government fire district boards and one city council (City of South Lake Tahoe) dealing with the fire and EMS service (NOTE: the City of Placerville contracts with El Dorado County Fire Protection District for fire services).
7. An overall evaluation of fire and EMS services within El Dorado County, including the current dispatch services. This evaluation must include the following:
 - a. Are there efficiencies (operationally) and cost savings to be realized by joining some or all of the local government fire districts? Options to be explored should include an exhaustive review of specific circumstances found in El Dorado County (as opposed to a general list of what options are available), and must include an exploration of the following governmental structures:
 - i. "Status quo";
 - ii. A consolidated El Dorado County agency for both the West Slope and the Tahoe Basin;
 - iii. Regional (such as a consolidated West Slope and consolidated Tahoe Basin);

- iv. Sub-regional (such as a consolidated Tahoe Basin, Georgetown Divide, West County, South County, etc.);
- v. A joint powers arrangement;
- vi. Any other available structure that would provide effective and efficient fire and EMS services.

NOTE: Any discussion of a “Consolidated Fire District” as defined in item II, III and IV or as a JPA as discussed in V, must also include the following:

- Economies of scale projections and explanation of where the fire districts can save by being a new Consolidated Fire District or by creating a JPA
 - Analysis of staff and line, and a proposed organizational chart of a new “Consolidated Fire District” with an analysis of governance for a workable Board of Directors.
 - Analysis of potential tax revenue change and/or equalization of the tax rate areas (TRA) for fire districts, in the event of consolidation.
- b. Discussion and analysis of recommended minimum service levels to match geographical and population densities (current and future) as seen in the County’s General Plan and the JPA Agreement between the County and the fire districts.
 - c. A “standards of cover” document for countywide fire services, similar to the “standards of cover” requirements/specifications that already exist for emergency services inclusive of all risk, dispatch, search and rescue, hazmat and as specified in the JPA Agreement between the County and fire districts.
 - d. Are there efficiencies (operationally) and cost savings to be realized by joining or sharing some or all of the local government fire districts resources?
 - e. How does the County General Plan affect Fire and Emergency Services?
8. Evaluation of current district boundary lines and how closest resource response covers other jurisdictions.
9. Analysis of insurance coverage as it relates with ISO ratings
10. The ability to conform to NFPA Standard Deployment requirements and mandates, i.e., NFPA 1710 and NFPA-1720:
- a. **NFPA Standard-1710**, *Standard for the Organization & Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments.*

Document’s Scope: 1.1.1 This standard contains minimum requirements relating to the organization and deployment of fire suppression operations, emergency medical operations, and special operations to the public by substantially all career fire departments. **1.1.2** The requirements address functions and objectives of fire department emergency service delivery, response capabilities, and resources. **1.1.3** This standard also contains minimum requirements for managing resources

and systems, such as health & safety, incident management, training, communications, and pre-incident planning. **1.1.4** This standard addresses the strategic and system issues involving the organization operation, and deployment of a fire department and does not address tactical operations at a specific emergency incident.

- b. **NFPA Standard-1720**, *Standard for the Organization & Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments*.

Documents Scope: This standard contains minimum requirements relating to the organization & deployment of fire suppression operations, emergency medical operations, and special operations to the public by substantially all volunteer fire departments. **1.1.1** The requirements address functions and outcomes of fire department emergency service delivery, response capabilities, and resources. **1.1.2** This standard also contains minimum requirements for managing resources and systems, such as health & safety, incident management, training, communications, and pre-incident planning. **1.1.3** This standard addresses the strategic and system issues involving the organization, operation, and deployment of a fire department and does not address tactical operations at a specific emergency incident. **1.1.4** This standard does not address fire prevention, community education, fire investigations, support services, personnel.

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