



Oceano Community Services District

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Board of Directors

FROM:

Raffaele F. Montemurro, General Manager

SUBJECT: CONSIDERATION OF FIVE CITIES FIRE JOINT POWERS AUTHORITY

DATE: JUNE 09, 2010

RECOMMENDATION:

It is recommended the Board: 1) adopt a Resolution approving a Joint Exercise of Powers Agreement with the City of Arroyo Grande and City of Grover Beach to form a Five Cities Fire Joint Powers Authority (JPA); 2) adopt a Resolution approving the FY 2010-11 Annual Budget for the JPA; 3) adopt a Resolution approving the Memorandum of Understanding (MOU) with the International Association of Fire Fighters Local 4403.

BACKGROUND:

In November 2005, under contract with the City of Pismo Beach, City gate Associates prepared a Fire Department Consolidation Feasibility Analysis for Arroyo Grande, Grover Beach, Oceano Community Services District and Pismo Beach. The study concluded that stand alone fire departments are "not cost effective, nor will stand alone services have the technical depth needed in a world that grows more technical, complex and regulated every year. While all the partners in this study are providing some level of fire services today, if the communities were to pool their efforts, they could cost effectively operate a full service agency, meeting everyone's needs more effectively." However, while the concept of joint services was supported, the staffing recommendations of the study were determined excessive and resulted in costs that made the consultant's recommendations infeasible.

In 2008, the Fire Oversight Committee directed staff to develop a proposal for full consolidation of the three agencies (Oceano Community Services District, Arroyo Grande, and Grover Beach).

After months of extensive meetings and work, the staff of the three agencies have completed preparation of an agreement to form the JPA, the proposed budget, and an MOU with the new labor union. Each of the items requires approval from the three elected bodies. If approved, the JPA Board of Directors will also need to approve the budget and the MOU at their first meeting. At their May 14, 2010 meeting, all items were unanimously recommended by the Fire Oversight Committee. The City of Grover Beach City Council will consider the item at their meeting on June 07, 2010 and The City of Arroyo Grande at their June 08, 2010 meeting.

ANALYSIS OF ISSUES:

Joint Exercise of Powers Agreement

The proposed Joint Exercise of Powers Agreement contains the following key provisions:

- Authorizes the Creation of the Five Cities Fire Authority;
- Creates a governing Board that consists of one elected official and alternate from each of the member Agencies;
- Requires the Board to meet a minimum of bimonthly during the first year of the Authority's existence and at least quarterly during subsequent years;
- Specifically outlines the powers of the Authority;
- Designates the Fire Chief as the Executive Officer of the Authority;
- Provides a funding formula for the allocation of costs amongst the jurisdictions;
- Defines the ownership of buildings, equipment and apparatus;
- Provides for an allocation of administrative support functions;
- Provides a termination clause; and
- Provides for distribution of assets in the event of termination or the withdrawal of a member agency.

Under the Agreement, buildings will continue to be owned and maintained by the respective jurisdictions. Equipment, vehicles and apparatus will all become property of the JPA. Any existing vehicles and apparatus would be returned to its original owner if the JPA were to be dissolved. Items purchased in the future will be joint property of the JPA and distribution of the value would be negotiated at the time it was dissolved or an agency withdraws.

Items voted on by the JPA Board of Directors will require a majority vote except for decisions relating to the budget, labor relations agreements, and any unbudgeted non-emergency contract for services that exceeds \$75,000, which shall require a unanimous vote of the Board for approval. This will help ensure that no jurisdiction will be required to commit to expenditures that are infeasible for them to fund.

It is proposed that all employees will technically become employees of the City of Arroyo Grande primarily for the purposes of PERS retirement benefits. However, the City of Arroyo Grande will delegate all personnel decision making authority to the JPA. The City of Arroyo Grande will also provide payroll, finance and IT services to the JPA.

Budget

Over the past several months, staff from the member agencies have prepared the recommended budget for the new Fire JPA agency after a series of joint meetings. The recommendations have incorporated input from the Fire Chief, City Managers and General Manager, finance, human resources and fire staff from each of the agencies. The total proposed budget is \$3,356,670.

The costs are proposed to be allocated per the formula approved by the Fire Oversight Committee and member agency elected bodies when the JPA formation process was initiated. It is set forth as follows:

Population (Customer Base)	25%
Service Calls (Service Volume)	25%
Assessed Value (At Risk Property Protected)	25%
Stations/Dedicated Engine Company Staffing (Service Level)	25%

After applying the data for each category, the following percentage breakdown was arrived at:

Arroyo Grande	45%
Grover Beach	35%
OCSD	20%

Based on this formula, the cost allocation of the \$3,356,670 budget to each agency is as follows:

Arroyo Grande	\$1,478,489
Grover Beach	\$1,149,936
OCSD	\$657,106

As part of the budget recommendations, staff proposes the Fire JPA utilize the California Joint Powers Insurance Authority (CJPIA) for workers' compensation coverage and Fire Agencies Insurance Risk Authority (FAIRA) for liability coverage. Since the Fire JPA employees will technically be on the City of Arroyo Grande's payroll, it is necessary that workers' compensation be provided through the CJPIA, which Arroyo Grande is currently a member. Meanwhile, after a lengthy analysis, it was determined that the Fire JPA can reduce its costs by approximately \$50,000 by enrolling in the FAIRA program for liability insurance. In addition, the deductible amount will be less than subject under the CJPIA coverage.

MOU

The new JPA will require a labor agreement with the represented staff in order to operate. Therefore, this required development and negotiation of an entirely new labor agreement as set forth under State laws requiring public agencies to meet and confer regarding issues of salary, benefits and working conditions. The staff formed a combined union, which is identified as International Association of Fire Fighters Local 4403. The JPA was represented in negotiations by the Arroyo Grande and Grover Beach City Managers and the OCSD General Manager. The Human Resources managers from Arroyo Grande and Grover Beach also participated on the negotiation team.

The Fire Oversight Committee was briefed in closed session at key points in the negotiation to provide direction and authority to the negotiating team. After months of negotiation and multiple meetings, agreement has been reached on a final agreement, which is attached for the Committee's consideration. The MOU has been approved by a vote of the Union membership.

Negotiation of the MOU utilized the existing City of Arroyo Grande Firefighters MOU as a base document, but terms were taken from each of the agencies' existing agreements, and new terms were also negotiated. The MOU sets forth management rights and overall terms of salaries, benefits and working conditions.

The term of the MOU will be from the effective date of the JPA through June 30, 2012. Since it is a two-year agreement, it will ensure relative cost stability to the JPA through the first two years of existence, as well as enable management to focus its efforts on other issues related to initiation of the agency before having to engage in the next negotiation process.

The terms of the MOU will achieve the goal of reaching parity in pay rates between the staff of the existing agencies. The MOU establishes the existing Arroyo Grande salary ranges as the ranges for all employees in the new JPA. Employees from Grover Beach and OCSD will begin at their current salary amount, but will be eligible to advance to the next highest salary step at their next anniversary date. If an employee's existing salary is less than 1% from the next highest step, the employee will be eligible for advancement to the next step above.

JPA employees will receive retirement benefits under the Cal PERS 3% at 55 plan, which is consistent with benefits currently provided to Arroyo Grande Fire employees. Under the terms of the MOU, the JPA will have the right to implement a two-tiered retirement system in the future at any time at its discretion. There are a number of reasons why it is not recommended to implement the two-tiered system immediately. However, maintaining the right to do so is an important provision to provide flexibility to the JPA to better control future costs.

The number of special pay options have been limited in order to simplify negotiations and better control initial costs. It will also be helpful to allow the new agency to better define its operational practices and priorities before some of the other special pay alternatives are reconsidered based on the service priorities established.

ADVANTAGES:

Formation of the JPA will further increase public safety efficiencies and service levels. By formalizing a fully consolidated fire agency, it will help establish an organizational structure that can be maintained on a permanent basis both in terms of funding and staffing. This will help ensure the District will continue to experience substantial existing savings. If the District were to return to providing independent fire services, there would be a substantial cost increase for Fire management staff and equipment costs, as well as make it difficult to maintain a successful reserve program. Meanwhile, the JPA will provide reduced response times and more effective joint response through standardized training, procedures and equipment.

OCEANO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2010 - 09

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE OCEANO COMMUNITY SERVICES DISTRICT
APPROVING A JOINT EXERCISE OF POWERS AGREEMENT WITH THE
CITY OF ARROYO GRANDE AND THE CITY OF GROVER BEACH

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing Resolution is hereby adopted this 9th day of June, 2010.

ATTEST:

VERN DAHL, PRESIDENT

RAFFAELE F. MONTEMURRO, BOARD SECRETARY

Agenda Item 06 09 2010 8.a.

**JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN THE CITY OF ARROYO GRANDE,
CITY OF GROVER BEACH
AND THE
OCEANO COMMUNITY SERVICES DISTRICT
CREATING THE
FIVE CITIES FIRE AUTHORITY**

JOINT EXERCISE OF POWERS AGREEMENT

This Agreement, dated _____, 2010, is between the City of Arroyo Grande, a general law city ("Arroyo Grande"), the City of Grover Beach, a general law city ("Grover Beach"), and the Oceano Community Services District, a California special district ("OCSD"), also collectively and individually referred to as "Jurisdiction(s)".

WITNESSETH

Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of State of California (the "Act") authorize Arroyo Grande, Grover Beach and OCSD to create a joint exercise of powers entity (the "Five Cities Fire Authority" or the "Authority") which has the power to jointly exercise any powers common to Arroyo Grande, Grover Beach and OCSD and to exercise the powers granted to it under the Act.

Arroyo Grande, Grover Beach and OCSD are each authorized to create and maintain a fire department.

In July 2004, Arroyo Grande and Grover Beach entered into an agreement to provide joint administration of fire services for both jurisdictions. In March 2008 the agreement was amended to include OCSD.

Arroyo Grande, Grover Beach and OCSD continue to recognize the benefits of combining their respective fire service providers into one provider.

By this Agreement, Arroyo Grande, Grover Beach and OCSD desire to create and establish the Authority for the purposes set forth herein and to exercise the powers described herein.

NOW, THEREFORE, Arroyo Grande, Grover Beach and OCSD, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

SECTION 1. DEFINITIONS

Unless the context otherwise requires, the terms defined in Section 1 shall for all purposes of this Agreement have the meanings herein specified.

Act

The term "Act" means Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as they now exist or may hereafter be amended.

Area

The term "Area" means the combined aggregate jurisdictional service areas of the Jurisdictions as they now exist and as they may hereafter be modified by annexation of territory to or exclusion of territory from the boundaries of the Jurisdictions. The combined aggregate service areas of the Jurisdictions as they now exist are delineated on the map attached hereto as Exhibit D and hereby made a part of this Agreement.

Arroyo Grande

The term "Arroyo Grande" means the existing municipal corporation known as the City of Arroyo Grande, a general law city duly organized and existing under and by virtue of the laws and the constitution of the State of California.

Authority

The term "Authority" means the Five Cities Fire Authority created by this Agreement.

Board

The term "Board" means the governing board of the Authority.

Employee of Authority

The term Employee of Authority or Employee, means (i) those individuals employed by Arroyo Grande, but assigned to the Authority (as of the effective date of this Agreement or at a future time) under the agreement between Authority and Arroyo Grande referenced in Exhibit A of this Agreement; and (ii) those individuals employed directly by the Authority after the effective date of this Agreement.

Grover Beach

The term "Grover Beach" means the existing municipal corporation known as the City of Grover Beach, a general law city duly organized and existing under and by virtue of the laws and the constitution of the State of California.

Jurisdiction

The term "Jurisdiction" shall mean a general law City or Community Services District that is a signatory to this Joint Exercise of Powers Agreement.

OCSD

The term "OCSD" means the existing district known as the Oceano Community Services District, a California special district duly organized and existing under and by virtue of the laws and the constitution of the State of California.

SECTION 2. PURPOSE

This Agreement is made pursuant to the Act and for the purpose of allowing the Jurisdictions to share a combined fire department in order to provide an efficient and economical fire protection service.

SECTION 3. TERM

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated.

SECTION 4. AUTHORITY

A. Creation of Authority

There is hereby created pursuant to the Act an agency and public entity to be known as the "Five Cities Fire Authority." As provided in the Act, the Authority shall be a public entity separate from the Jurisdictions. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the Jurisdictions.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the Office of the Secretary of State of the State of California in the manner set forth in Section 6503.5 of the Act.

B. Governing Board

The Authority shall be administered by the Board, whose members shall be, at all times, one Councilmember or an alternate from Arroyo Grande, one Councilmember or an alternate from Grover Beach, and one Boardmember or an alternate from OCSD. The Councilmembers and Boardmember and alternates shall be appointed as determined by the respective City Councils and Board of Directors under their respective Council and Board policies. The alternates must be elected officials of their respective Jurisdictions.

C. Meeting of Board

(1) Regular Meetings. During the first year of Authority's existence, the Board shall hold at least bi-monthly meetings. Thereafter, the Board shall hold at least quarterly meetings and may hold additional meetings as necessary.

- (2) Legal Notice. All meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (Sections 54950-54961)) or any successor legislation hereinafter enacted.
- (3) Minutes. The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Jurisdictions' governing Board of Directors or Council.
- (4) Quorum. All three voting members (or their alternates) of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time.
- (5) Voting. All decisions made by the Board related to the Authority require a majority vote of the Board, except for decisions relating to the budget, labor relations agreements, and any unbudgeted non-emergency contract for services that exceeds \$75,000, which decisions shall require a unanimous vote of the Board for approval.

D. Board Referral to Jurisdiction Governing Councils and Board of Directors.

- (1) In order to refer a matter to the Jurisdictions' governing Councils and Board of Directors, a majority of Board members must vote to do so; provided, however, that the Board may reconsider at any time any matter not receiving majority votes to refer. Referred matters shall be approved by a majority of the member Jurisdictions.
- (2) The Board shall annually consider the following: the budget which shall consist of the cost allocation plan, service goals, and performance standards. From time to time the Board shall consider any labor relations agreement.
- (3) The Board shall adopt as necessary Employer-Employee Relations Procedures and Personnel Rules and Regulations applicable to the Authority. City of Arroyo Grande Personnel Regulations and other policies and procedures shall apply to the Authority and its employees until replacement regulations, policies and procedures are adopted by the Authority.

- (4) For “meet and confer” purposes, notwithstanding the fact that Authority’s employees are City of Arroyo Grande employees, the Board’s members may consult with their respective Jurisdiction governing Councils and Board of Directors throughout the meet and confer process. The Board and its designated staff negotiators shall negotiate with exclusively recognized employee organizations.
- (5) As part of approving an overall compensation plan for its management employees, the Arroyo Grande City Council, after receiving the decision of the Board, shall approve that portion of the Authority management compensation plan that includes the Fire Department management employees. The Jurisdictions’ governing Councils and Board of Directors may meet in closed sessions for the purpose of providing input to the Board regarding the terms of Compensation for Authority employees.
- (6) Governing Councils and Board of Directors must approve addition of any new members to the Authority.

E. Officers of the Board

- (1) The officers of the Authority shall be the Chair and Vice-Chair and Secretary. .
- (2) The Fire Chief shall be the Executive Officer of the Authority and shall be responsible for implementing the decisions of the Board and shall be responsible for the operations and general management of the Authority. The Fire Chief will be appointed by the Board and be responsible to the Board. The Fire Chief will be an at will employee of the Authority and shall:
 - (a) Direct all subordinate employees;
 - (b) Be responsible for the appointment and removal of Authority employees;
 - (c) Attend all meetings of the Board unless excused there from;
 - (d) Develop and distribute to the Board, agendas for all Board meetings;
 - (e) Promulgate and implement administrative regulations;
 - (f) Perform such other duties and exercise such other powers as may be delegated by the Authority Board.

- (g) Have authority to approve expenditures of up to \$50,000, without Board's approval.
- (3) The Fire Chief may consult with the managers of the City of Grover Beach, the City of Arroyo Grande and the Oceano Community Services District. The Managers may meet from time to time, at their own volition or at the request of the Board, to consult and discuss matters that are of importance to the administration and operation of the Authority. The Managers may make recommendations to the Board regarding these matters.
- (4) The Director of Administrative Services of Arroyo Grande is hereby designated as Treasurer of the Authority. The Treasurer is designated as the depository of the Authority to have custody of all the money of the Authority, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.
- (5) The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond in the amount of \$25,000 as required by Section 6505.1 of the Act; provided, that such bond shall not be required if the Authority does not possess or own property or funds with an aggregate value of greater than \$500.00.
- (6) The Fire Chief or his/her designee shall serve as Secretary to the Board.
- (7) The City Attorney of Grover Beach is designated primary legal counsel to the Authority, and by executing this Agreement, all of the Jurisdictions on behalf of the Authority and City of Grover Beach on its own behalf, acknowledge that they have been advised of the nature and consequences of a potential conflict of interest inherent in representation of more than one client and have agreed to waive such potential conflict. The City Attorney of Grover Beach will also serve as the General Counsel for the Authority, thus representing two clients connected by this Agreement. In the event that a situation arises where a conflict becomes potential or actual, the City Attorney/General Counsel will advise both clients of such conflict and withdraw from representing either in connection with the situation giving rise to the conflict.

SECTION 5. GENERAL POWERS

The Authority is authorized, in its own name, to do all acts necessary for the exercise of said powers for said purposes. Except as otherwise provided herein, such power shall be exercised subject only to such restrictions upon the manner of exercising such power as are imposed upon Arroyo Grande in the exercise of similar powers, as provided in Section 6509 of the Act.

The Authority shall have the power in its own name to exercise any and all common powers of its Members reasonably related to the purposes of the Authority, including, but not limited to, the powers to:

- A. Seek, receive and administer funding from any available public or private source, including grants or loans under any available federal, state and local programs for assistance in achieving the purposes of the Authority.
- B. Set fees and collect and maintain fee revenue for services provided by the Authority such services may include but are not inclusive of apartment inspections, firework permits or weed abatement.
- C. Contract for the services of engineers, attorneys, planners, financial and other necessary consultants.
- D. Make and enter into any other contracts, including to provide services outside of its Jurisdictions' boundaries, if otherwise allowed by law.
- E. The authority may enter into a supplemental agreement to provide services to a member agency that is not provided to all Authority members for an agreed upon fee. Such services may include but are not exclusive of code enforcement, fire protection services and plan check services.
- F. Employ agents, officers and employees.

- G. Acquire, lease, construct, own, manage, maintain, dispose of or operate (subject to the limitations herein) any buildings, works or improvements.
- H. Acquire, hold, manage, maintain, or dispose of any other property by any lawful means, including without limitation gift, purchase, eminent domain, lease, lease-purchase, license or sale.
- I. Incur all authorized debts, liabilities, and obligations, including issuance and sale of bonds, notes, certificates of participation, bonds authorized pursuant to the Marks-Roos Local Bond Pooling Act of 1985, California Government Code Sections 6584 et seq. (as it now exists or may hereafter be amended) or any other legal authority common to the Members and such other evidences of indebtedness, subject to the limitations herein.
- J. Receive gifts, contributions and donations of property, funds, services and other forms of financial or other assistance from any persons, firms, corporations or governmental entities.
- K. Sue and be sued in its own name.
- L. Seek the adoption or defeat of any federal, state or local legislation or regulation necessary or desirable to accomplish the stated purposes and objectives of the Authority.
- M. Adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority.
- N. Invest any money in the treasury pursuant to California Government Code Section 6505.5 that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code as it now exists or may hereafter be amended.

- O. Carry out and enforce all the provisions of this Agreement.
- P. Exercise all other powers not specifically mentioned herein, but common to Members, and authorized by California Government Code Section 6508 as it now exists or may hereafter be amend.

Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Act or under applicable law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Section 2 hereof.

SECTION 6. TERMINATION OF POWERS AND AGREEMENT

- A. The Authority shall continue to exercise the powers herein conferred upon until the termination of the Agreement or until the Jurisdictions have mutually rescinded this Agreement.
- B. All assets of the Authority shall be divided as may be mutually agreed upon by the parties or according to the basic allocation formula used for budgeting purposes by the parties to the Agreement who are parties at the time of termination of the Agreement. If the parties cannot agree upon a distribution, then the distribution formula shall be determined by an outside third-party neutral , who shall be mutually chosen. If the parties cannot agree upon such neutral party, then the State Mediation and Conciliation Services or their designee shall determine the formula for the distribution of assets.

SECTION 7. FISCAL YEAR

Unless and until changed by resolution of the Board, the fiscal year of the Authority shall be the period from July 1 of each year to and including the following June 30, except for the first fiscal year which shall be the period from the date of this Agreement to June 30, 2011.

SECTION 8. OWNERSHIP OF BUILDINGS, APPARATUS AND EQUIPMENT

A. Buildings. The Authority itself is not intended to directly own, maintain, or insure any existing building, structure, or facility that is owned at the time of the activation of the Joint Powers Authority, maintained, or insured by any individual Jurisdiction. Such building structures or facilities owned at the time of activation by each individual Jurisdiction shall remain the full responsibility of each Jurisdiction, unless a Jurisdiction offers to give the building, structure, or facility to the Authority and the Authority agrees to accept, own, and take responsibility for the maintenance and insurance of such building, structure, or facility. Any building constructed or owned by the Authority after activation shall become the property of the Authority and in the event of dissolution of the Authority shall be disposed of in the same manner as equipment owned by the Authority.

B. Major Pieces of Apparatus and Capital Equipment.

- (1) All major pieces of apparatus and capital equipment shall become the property and responsibility of the Authority, including but not limited to maintenance, insurance and replacement.
- (2) Replacement of major apparatus and capital equipment shall generally be accomplished as a part of the budget and shall be in keeping with the allocation formula.
- (3) In the event that a Jurisdiction withdraws from the Agreement per Section 17, all major apparatus and capital equipment shall be returned to that withdrawing Jurisdiction owned by the Jurisdiction at the time of activation per the listing in Exhibit C. However, once the major apparatus and capital equipment is replaced, such replaced apparatus is the sole and exclusive property of the Authority and there is no obligation, duty or requirement that such replaced apparatus or capital equipment be returned to any withdrawing Jurisdiction. The withdrawing Jurisdiction shall have the right to negotiate with the remaining Authority members for additional equipment and the remaining Authority members shall take reasonable steps to ensure the withdrawing

member has sufficient apparatus and capital equipment to establish an independent fire service.

- C. Clothing, Tools and Equipment. All clothing (personal protective equipment), tools, machines, parts, supplies, communication devices, computers, office equipment, supplies and furnishings; and each and every item of fire equipment not listed in Exhibit C shall become the sole and exclusive property of the Authority.

SECTION 9. COSTS AND ADMINISTRATION

A. Operation and Capital Improvement Costs

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 respective Jurisdiction's governing Councils and Board of Directors.

B. Administrative Services

Administrative services shall be provided by, and allocated between, Arroyo Grande, Grover Beach and OCSD as shown on Exhibit A to this Agreement, attached and incorporated by reference.

C. Invoicing and Payments

Member agencies will be billed quarterly by the City of Arroyo Grande in accordance with the provisions of Exhibit A and B. Member agencies will be expected to pay the invoices also on quarterly basis.

SECTION 10. AGREEMENT NOT EXCLUSIVE

This Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements among the Jurisdictions, except as the terms of this Agreement shall conflict therewith, in which case the terms of this Agreement shall prevail. The cooperative agreement existing between the Jurisdictions prior to the effective date of this Agreement shall terminate with the effective date of this Agreement.

SECTION 11. ACCOUNTS AND REPORTS

The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times by the Jurisdictions and their representatives.

SECTION 12. CONFLICT OF INTEREST CODE

The Authority, to the extent required by law, hereby adopts as its Conflict of Interest Code the Fair Political Practices Commission Model Conflict of Interest Code with appropriate substitution regarding references to the governing body and the officers.

SECTION 13. BREACH

If default shall be made by a Jurisdiction or Authority in any covenant contained in this Agreement, such default shall not excuse either of the other the Jurisdictions from fulfilling their respective obligations under this Agreement and each Jurisdiction shall continue to be liable for the payment of contributions and performance of all conditions herein contained. Each Jurisdiction hereby declares that this Agreement is entered into for the benefit of the Authority created hereby and each Jurisdiction hereby grants to the Authority the right to enforce by whatever lawful means the Authority deems appropriate all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

SECTION 14. SEVERABILITY

Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining part, terms or provisions hereof shall not be affected thereby.

SECTION 15. SUCCESSORS; ASSIGNMENT

This Agreement shall be binding upon and shall insure to the benefit of the successors of the parties. Except to the extent expressly provided herein, no Jurisdiction may assign any right or obligation hereunder without the consent of the other Jurisdictions. The Authority may not assign its rights or obligations without the consent of the Jurisdictions.

SECTION 16. AMENDMENT OF AGREEMENT

This Agreement may be amended, and the Authority may be terminated or its powers may be changed, restricted or eliminated by supplemental Agreement executed by the Jurisdictions at any time.

SECTION 17. WITHDRAWAL FROM AGREEMENT

- A. Any Jurisdiction may withdraw from the Agreement by giving twelve (12) months notice of intent to do so. The withdrawing Jurisdiction shall continue to be responsible and accountable for any and all obligations per this Agreement incurred prior to the withdrawal date. Such withdrawing Jurisdiction shall no longer be a party to the Agreement as of withdrawal date, and have no future obligations or liabilities, nor any future or further rights under the Agreement. The withdrawal date shall be defined as that day which is twelve (12) months to the day from the date of the notice to withdraw, or later date designated by the withdrawing Jurisdiction
- B. Any apparatus listed in Exhibit C previously belonging to the withdrawing Jurisdiction will be returned on the withdrawal date, if and only if, such apparatus has not been replaced per Section 8B. The Authority has no obligation, duty, or requirement to return any apparatus in any pre-determined condition of operation. All returned apparatus to any withdrawing Jurisdiction will be in "as-is" condition.
- C. Except as set forth in Section 8B(1,2,3) and 17B above, the withdrawing Jurisdiction forfeits and waives any and all rights and claims to any share of any and all assets,

regardless of the ultimate disposition or status or existence of the Authority at any given time or place.

SECTION 18. FORM OF APPROVALS

Whenever an approval by the Jurisdictions is required in this Agreement, unless the context specifies otherwise, it shall be given, in the case of Arroyo Grande, by resolution duly adopted by the City Council of Arroyo Grande, in the case of Grover Beach, by resolution duly adopted by the City Council of Grover Beach, and in the case of OCSD, by resolution duly adopted by the Board of Directors of OCSD. Whenever such approval is required in the case of the Authority, it shall be given by resolution duly adopted by the Board.

SECTION 19. NOTICES

Notices to Arroyo Grande and Grover Beach shall be sufficient if delivered to the City Clerk of each City, and Notices to OCSD shall be sufficient if delivered to the Board Secretary of the District.

SECTION 20. INDEMNIFICATION

The Authority shall acquire such insurance protection as is necessary to protect the interest of the Authority and its member Jurisdictions. The Authority shall assume the defense of and indemnify and hold harmless the Jurisdictions and their governing bodies, officers, agents, and employees from all claims, losses, damages, costs, injury, and liability of every kind, nature, and description directly or indirectly arising from the performance of any of the activities of the Authority or the activities under taken pursuant to this Agreement.

SECTION 21. SECTION HEADINGS

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers hereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

CITY OF ARROYO GRANDE

By: _____
Tony Ferrara, Mayor

Attest:

Kelly Wetmore, City Clerk

Approved As To Form:

Timothy J. Carmel, City Attorney

CITY OF GROVER BEACH

By: _____
John P. Shoals, Mayor

Attest:

Donna L. McMahon, City Clerk

Approved As To Form:

Martin D. Koczanowicz, City Attorney

OCEANO COMMUNITY SERVICES DISTRICT

By: _____
Vernon Dahl, President

Attest:

Raffaele F. Montemurro, Board Secretary

Approved As To Form:

Alexander F. Simas, District Legal Counsel

EXHIBIT A

ADMINISTRATIVE SERVICES

Administrative services shall be provided to the Authority by the Jurisdictions 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. Legal Services
 - a. For purposes of attorney-client privilege, the Authority shall have an attorney-client relationship with the City Attorney's office of both Arroyo Grande and Grover Beach and with the District Legal Counsel's office of OCSD, but the Grover Beach City Attorney's office shall be designated as the General Counsel for the Authority and handle legal issues for the Authority, including those related to personnel matters (including the decision to hire outside counsel).

 - b. For purposes of work distribution, the Arroyo Grande City Attorney's office shall handle legal issues related to Arroyo Grande ordinances, the Grover Beach City Attorney's office shall handle legal issues related to Grover Beach ordinances, and the OCSD Legal Counsel shall handle legal issues related to OCSD ordinances.

3. Finance. The City of Arroyo Grande shall provide financial services. Financial services shall include the provision of payroll and accounts payable and accounts receivable services as well any financial reporting and auditing services that may be required.

4. Indirect Contribution Payment for the services as described in Exhibit A shall be the responsibility of the Jurisdiction 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

Prior to the funding effective date, the Jurisdictions shall bear the costs of the Five Cities Fire Authority. From and after the funding effective date, each Jurisdiction 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. Twenty-five percent (25%) of costs shall be assessed among the Jurisdictions in proportion to the population in each Jurisdiction as most recently determined by the U.S. Census and any intervening estimates prepared by the California Department of Finance when the Fire Chief prepares each annual budget;
2. Twenty-five percent (25%) of costs shall be assessed among the Jurisdictions in proportion to the assessed value of property in each Jurisdiction as most recently determined by the County Assessor when the Fire Chief prepares each annual budget;
3. Twenty-five percent (25%) of costs shall be fixed and shall be based on the following formula:

	<u>Stations</u>	<u>Percentage</u>	<u>Staffing</u>	<u>Percentage</u>	<u>Total</u>
Arroyo Grande	1	33%	6	40%	37%
Grover Beach	1	33%	6	40%	37%
OCSD	1	33%	3	20%	27%

The fixed base is assessed according to each Jurisdiction's proportional share of the Authority's full membership total of Full Time Equivalent Personnel and fire stations existing as of the effective date of the Joint Powers Agreement as noted above.

4. Twenty-five percent (25%) of costs shall be assessed among the Jurisdictions in proportion to the number of annual service calls in each Jurisdiction as most recently determined when the Fire Chief prepares each annual budget.

EXHIBIT C

INVENTORY OF APPARATUS, CLOTHING, TOOLS AND EQUIPMENT

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

APPARATUS	
Arroyo Grande	
Truck 66	1987 Van Pelt
BSU 66	1995 E-ONE
Utility 66	1995 Ford 4x4 Pickup
Brush 66	1996 International
Ford SUV	1998 Explorer
Ford SUV Command Vehicle	2006 Expedition
Engine 66	2007 Pierce
Lighting 66	1978 Ford Truck
Sedan	2000 Ford Taurus LX
Mass Casualty Trailer	Inventory List Available
Grover Beach	
Engine 68R	1996 Hi Tech
Rescue 68	2001 Hackney
Engine 68	2004 American LaFrance
Ford SUV	1999 Explorer
Utility 68	1996 Ford 4x4 Pickup
Shoring 68	1994 Pace Cargo Trailer
Oceano	
Engine 261	1987 Pierce
Engine 61	1996 Hi-Tech
Brush 61	2000 International 4800
Chevy SUV	2001 Tahoe
Patrol 61	2002 Ford F-550

AUDIO / VISUAL EQUIPMENT	
Arroyo Grande	
Overhead Projector	1
PowerPoint Projector	1
Televisions	12
Televisions (Big Screen)	1
Stereo System	1

Grover Beach	
Overhead Projector	1
PowerPoint Projector	1
Televisions	6
Televisions (Big Screen)	1
Stereo System	1
Oceano	
Overhead Projector	1
PowerPoint Projector	0
Televisions	1
Televisions (Big Screen)	0
Stereo System	0

BAUER BREATHING AIR COMPRESSOR	
Arroyo Grande	
Stationary Unit	1
Mobile Unit	1
Grover Beach	
Stationary Unit	1
Oceano	
Stationary Unit	1

EMERGENCY MEDICAL SUPPLIES (EMS)	
Arroyo Grande	
Automatic Defibrillators	4
EMS Bag	4
Trauma Bag	6
Slings	6
Grover Beach	
Automatic Defibrillator	4
EMS Bag	4
Support Bag	5
KED	3
Hare Traction Splint	2
Backboards	5
Supply Cabinet	1
Oceano	
Heart Start Defibrillator	1
Zoll Defibrillator	2
EMS Bag	4
Trauma Bag	4

EMERGENCY OPERATIONS CENTER (EOC) SUPPLIES	
Arroyo Grande	
Laptop	5
Printer (Laser)	5
Printer (Color Laser)	1
Radios	21
Wireless Connector	1
Phone	10
Red Phone	1
Fax Machine	1
Plastic Tubs and Supplies	6

EQUIPMENT	
Arroyo Grande	
Generator (Mobile)	6
Generator (Stationary)	1
Smooth Nozzle	7
Combo Nozzle	33
Wildland Nozzle	27
Adapters	115
Wildland T's	32
Smooth Bore Tips	10
Haligan	5
McLeod	8
Pulaski	8
Siamese	4
Gated Wye	34
Trimese	11
Colorado Belts	2
Chain Saws	7
Rotary Saws	4
Gas Detectors	2
Thermal Imaging Camera	2
Bolt Cutters	2
Salvage Covers	2
Hall Runners	1
Carry All	1
Tool Box	3
Wildland Hose Packs	15
Back Pack Pumps	2
Infrared Thermometers	2
Pike Pole	22
Gatorback Pike Pole (5')	3

Rubbish Hook	3
Flashlights	20
Radios (Portable)	69
Radios (Mobile)	11
Radios (Base Station)	6
Pagers	49
Repeaters	2
Floto Pump	1
Positive Pressure Fans	3
Exhaust Fans	2
RIC Bags	0
Nozzles	40
Axes	21
Sledge Hammers	5
Shovels	16
Grover Beach	
Generator (Mobile)	4
Generator (Stationary)	1
Smooth Nozzle	3
Combo Nozzle	19
Wildland Nozzle	3
Adapters	56
Wildland T's	8
Smooth Bore Tips	4
Sledge Hammer #10	5
Sledge Hammer #4	17
Haligan	4
McLeod	5
Pulaski	3
Flat Head Axe	4
Shovels (Half Spade/Round)	6
Siamese	3
Gated Wye	6
Manifold	1
Colorado Belts	10
Chain Saw	3
Circular Saw	2
Gas Fan	2
RIC Bags	2
Bolt Cutters	4
Salvage Covers	6
Hall Runners	5
Carry All	5

Tool Box	3
Wildland Hose Packs	6
Back Pack Pumps	2
Infrared Thermometers	3
Thermal Imaging Camera	1
Gas Detector	2
Pike Pole (10')	1
Pike Pole (8')	1
Gatorback Pike Pole (10')	1
Gatorback Pike Pole (5')	1
Rubbish Hook	2
Flashlights	18
Boxlights	6
Oceano	
Generator (Mobile)	2
Generator (Stationary)	3
McLeod	5
Pulaski	5
Shovels	7
Rhino	1
Pike Poles	4
Gatorback	2
Rubbish Hook	7
Flathead Axe	5
Pickhead Axe	5
A Tool	2
K Tool	2
Smooth Nozzle	2
Combo Nozzle	19
Wildland Nozzle	30
Adapters	65
Wildland T's	34
Smooth Bore Tips	10
Haligan	4

FIRE HOSE	
Arroyo Grande	
1"	5,200 feet
1.5"	6,400 feet single jacket
1.5"	1,400 feet double jacket
1.75"	4,025 feet
2.5"	4,750 feet
4"	3,280 feet

Grover Beach	
1"	1,400 feet
1.5"	1,800 feet
1.75"	1,350 feet
2.5"	2,600 feet
4"	2,115 feet
Oceano	
1"	3,400 feet
1.5"	7,650 feet
1.75"	100 feet
2.5"	3,800 feet
4"	2,700 feet

IT EQUIPMENT	
Arroyo Grande	
Computers	8
Laptops	4
Printers	4
Grover Beach	
Computers	5
Laptops	1
Printers	5
Oceano	
Computers	2
Printers	2

KITCHEN APPLIANCES	
Arroyo Grande	
Stove / Oven (Industrial)	1
Refrigerator	2
Dishwasher	1
Microwave	1
Coffee Machine	1
Coffee Maker	1
Toaster Oven	1
Grover Beach	
Stove / Oven	1
Refrigerator	1
Dishwasher	1
Microwave	1
Coffee Maker	1

Toaster Oven	1
Blender	1
Toaster	1
Crock Pot	1
Foreman Grill	1
Oceano	
Stove / Oven	1
Refrigerator	1
Dishwasher	1
Microwave	1
Coffee Maker	1
Toaster Oven	1
Toaster	1

LADDERS	
Arroyo Grande	
10' Attic	1
12' Attic	1
14' Roof	1
16' Roof	1
18' Roof	2
14' Extension	2
24' Extension	1
28' Extension	2
35' Extension	1
40' Extension	1
Grover Beach	
8' Attic	2
10' Attic	4
14' Combination	1
14' Roof	2
24' Extension	1
35' Extension	2
Oceano	
10' Attic	2
14' Roof	2
14' Extension	1
18' Extension	1
24' Extension	2
35' Extension	1

LIVING QUARTERS	
<i>Arroyo Grande</i>	
Sofa	1
Love Seat	1
Recliner	3
Kitchen Table	1
Kitchen Table Chair	4
TV Snack Tray	4
Grover Beach	
Sofa	2
Recliner	1
Table	2
Lamp	2
Sofa (Front Office)	1
Chair (Front Office)	1
Oceano	
Sofa	1
Recliner	2
Kitchen Table	1
Kitchen Table Chair	6

MECHANIC'S SHOP	
<i>Arroyo Grande</i>	
Tool Box (Blue)	1 (Hand Tools)
Mechanic's Creeper	2
Air Compressor	1
Floor Jack	3 (1½ ton; 5 ton; 22 ton)
Hand Truck (Light Duty)	3
Refrigerator Dolly	1
Miscellaneous Nuts, Bolts, Etc.	1 Lot
Battery Charger	3
Miller Wire Feed Welder	1
Arc Welder	1
Drill Press	1 (Jet)
Jack Stand	10
Lubricant (Miscellaneous)	100 Gallons
Drills, Saws, Soldering Iron	1 Lot
Oxy Acetylene Torch	1
Fuel Pump (Hand Operated)	1
Hand Tools	Lighting 6646
Miscellaneous Parts	Lighting 6646

MISCELLANEOUS	
Arroyo Grande	
Podium	1
Classroom Tables	17
Classroom Chairs	51
Chairs (Chief's Office)	3 (Executive – 1; Stationary – 2)
Chairs (Administration Office)	4 (Task – 2; Stationary – 2)
Chairs (Operations Office)	5 (Task)
Chairs (Front Office)	3 (Stationary)
Chairs (Communications)	2 (Task)
Informational Sign w/ Stand	3
American Flag w/ Stand	1
American Flag (20' x 30')	1
California Flag w/ Stand	1
Grover Beach	
Podium	1
Classroom Tables	6
Classroom Chairs	32
Office Chairs	8
Oceano	
None	

MULTI CASUALTY INCIDENT EMS	
Arroyo Grande	
Inventory List Available	
Grover Beach	
EMS Bag	4
Tarps	1 box
Oceano	
None	

OFFICE EQUIPMENT / MACHINES	
Arroyo Grande	
Copy / Fax Machine	1
Laminating Machine	1
Label Maker (Brother)	1
Digital Camera	2
Typewriter (Portable)	1
Supply Cabinet	5

Grover Beach	
Copy Machine	1
Fax Machine	1
Digital Camera	3
Label Maker (Brother)	1
Typewriter (Portable)	1
Supply Cabinet	3
Oceano	
Fax Machine	1
Digital Camera	3

PERSONAL PROTECTIVE EQUIPMENT (PPE)	
Arroyo Grande	
Turnout Coats	63
Turnout Pants	80
EMS Jackets	12
Helmets	54
Grover Beach	
Turnouts (Structure)	30
Turnouts (Wildland)	24
EMS Jackets	32
Helmets	52
Oceano	
Turnouts (Structure)	50
Turnouts (Wildland)	40
EMS Jackets	7
Helmets	41

SELF CONTAINED BREATHING APPARATUS (SCBA)	
Arroyo Grande	
SCBA Units	30
SCBA Bottles	65
Voice Projection Units	3
Masks	60
Posi Check (Annual Test)	1
Fit Tester	1
Grover Beach	
SCBA Units	17
SCBA Bottles	38 (30 min.); 4 (10 min.); 2 (45 min.)
Voice Projection Units	16
Masks	36

Oceano	
SCBA Units	21
SCBA Bottles	42
Voice Projection Units	6
Masks	22

SLEEPING QUARTERS	
Arroyo Grande	
Bed	12
Desk	6
Task Chair	6
Locker / Closet	
Grover Beach	
Bed	6
Locker / Closet	9
Bookshelves	3
Lamp	3
Oceano	
Bed	4
Bookshelves	2

STATION EQUIPMENT	
Arroyo Grande	
Extractor (Industrial Washer)	1
Dryer (Industrial)	1
Washer (Domestic)	1
Dryer (Domestic)	1
Grover Beach	
Extractor (Industrial Washer)	1
Washer (Domestic)	1
Dryer (Domestic)	1
Oceano	
Washer (Domestic)	1
Dryer (Domestic)	1
Turnout Rack (6x3)	18

TECHNICAL RESCUE EQUIPMENT	
Arroyo Grande	
Hydraulic Rescue Tools	3 power units with tools
Air Bags	1 set with 5 bags
Rope Rescue Equipment	2 sets of basic complement
Stokes Basket w/ Haul Equipment	2
Grover Beach	

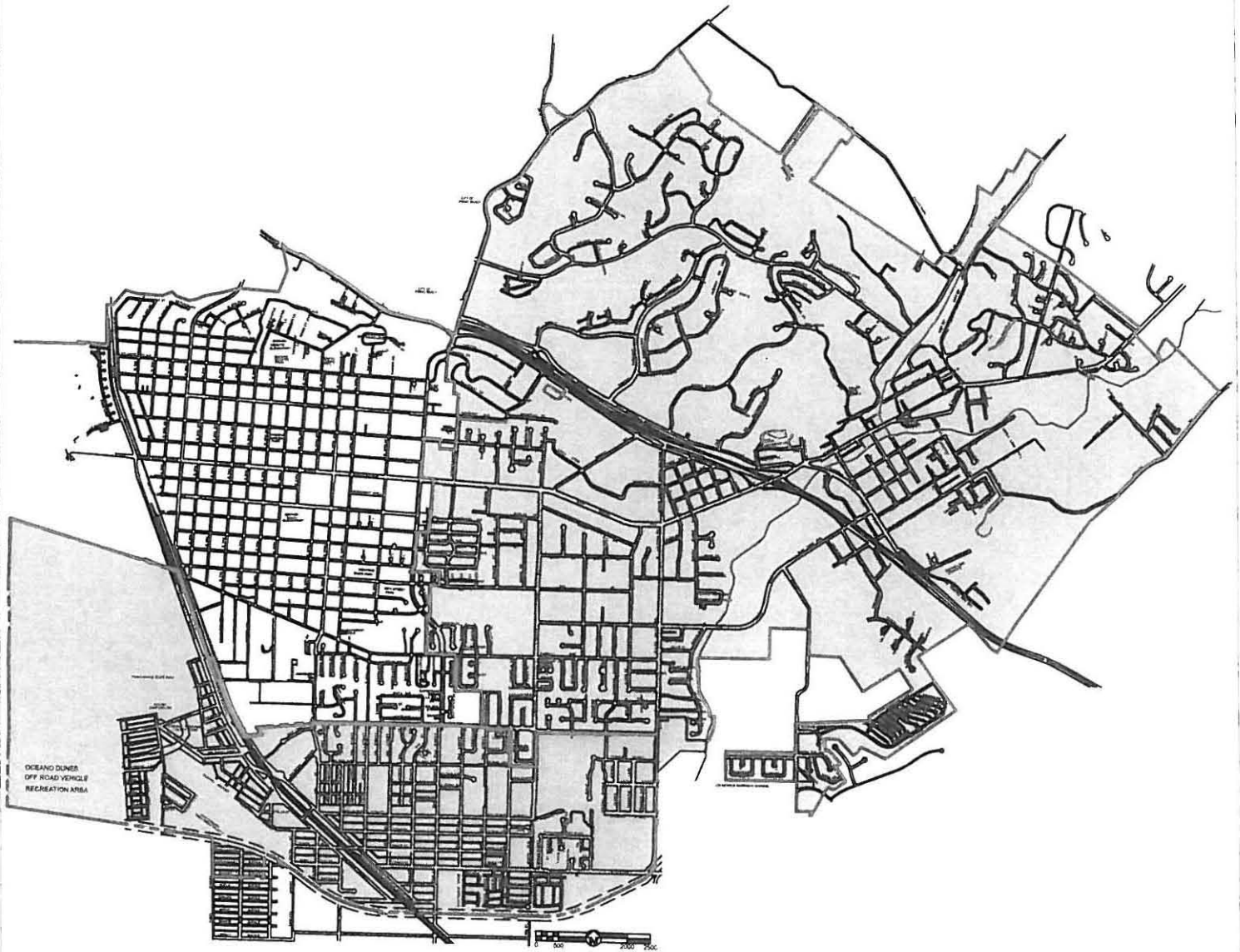
Rope:	
Truck Cache Bags	2
Saddle Bags	3 (300 feet)
Pig Rig	1 (300 feet)
Rope Bag	1 (300 feet)
Rope Bag	1 (150 feet)
Side Edge Roller Set	1
Rescue:	
Class 1 Rescue Harnesses	8
Rescue Helmets	4
Class 3 Rescue Harnesses	2
Tri Pod	1
Stokes Basket w/ Haul Equipment	2
Small Rescue 42 Struts	3
Large Rescue 42 Struts	2
Rescue 42 Equipment Tool Box	2
Pry Bars	4
Pickets	21
Confined Space:	
Air Manifold Unit	1
Rescue Air Supply Hose	800 feet
Hard-line Communication Unit	1
Rescue Communication Line	800 feet
SAR Rescue Escape Units	4
Entry Blower	1
Air Bags:	
Air Bag Control Unit	2
Air Bag (Small)	1
Air Bag (Medium)	2
Air Bag (Large)	3
Rectangle Air Bag (Large)	1
Air Bag Hoses	4 (15 feet each)
Air Bag Hoses	2 (30 feet each)
Hydraulics:	
Battery Combo Unit (Homatro)	1
Spreader Unit (Homatro)	1
Cutter Unit (Homatro)	1
Ram Unit (Homatro)	1
Ram Support	1
Power Unit (Homatro)	1
Hydraulic Lines	100 feet

Miscellaneous:	
Anchor Hitches	2
USAR Marking Kit	1
Lock Out / Tag Out Kit	1
Oceano	
Hydraulic Rescue Tools	1 power unit with tools
Battery Rescue Equipment	2 power units with tools
Rope Rescue Equipment	1 full complement plus extra
Stokes Basket w/ Haul Equipment	1

EXHIBIT D

AREA

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.



JPA



OCEANO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2010 - 10

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE OCEANO COMMUNITY SERVICES DISTRICT APPROVING THE
FISCAL YEAR 2010-11 ANNUAL BUDGET FOR THE JPA

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing Resolution is hereby adopted this 9th day of June , 2010.

ATTEST:

VERN DAHL, PRESIDENT

RAFFAELE F. MONTEMURRO, BOARD SECRETARY

Agenda Item 06 09 2010 8.b.

FIVE CITIES FIRE AUTHORITY REVENUE SUMMARY

FUND: 290 FIVE CITIES FIRE AUTHORITY (JPA) FUND

	ANNUAL BUDGET <hr/> 2010-11 BUDGET
ITEM	
 BUDGET ANALYSIS	
 <u>USE OF MONEY</u>	
4301 Interest	\$ 1,000
Total	<hr/> 1,000
 <u>INTERGOVERNMENTAL INCOME</u>	
44** Grover Beach Fire Reimbursement	1,149,936
44** Oceano Fire Reimbursement	<hr/> 657,105
Total	<hr/> 1,807,041
 <u>MISC. CHARGES FOR SERVICES</u>	
4726 Fire Impact Fees (Burn permits & Fireworks)	3,540
4729 Fire-First Responder Support	20,600
4730 Fire-Strike Team Reimbursement	<hr/> 35,000
Total	<hr/> 59,140

FIVE CITIES FIRE AUTHORITY REVENUE SUMMARY

FUND: 290 FIVE CITIES FIRE AUTHORITY (JPA) FUND

	ITEM	ANNUAL BUDGET 2010-11 BUDGET
<u>OTHER REVENUES</u>		
4813	Expense Recovery - Fire	11,000
	Total	<u>11,000</u>
<u>TRANSFERS IN</u>		
4902	Transfer in-Operating	1,478,489
	Total	<u>1,478,489</u>
	Grand Total	<u>\$ 3,356,670</u>

PROPOSED FIVE CITIES FIVE JPA BUDGET DETAIL - COST COMPARISON

<u>Item</u>	<u>AG</u>	<u>GB</u>	<u>OCSD</u>	<u>Total</u>	<u>JPA</u>	<u>Difference</u>
Salaries - Full Time	\$712,042	\$403,700	\$143,172	\$1,258,914	\$1,342,300	\$83,386
Salaries - Part-Time	\$40,300	\$0	\$0	\$40,300	\$54,800	\$14,500
Reserves	\$150,000	\$128,200	\$66,274	\$344,474	\$350,000	\$5,526
FLSA Overtime	\$12,000	\$41,700	\$69,795	\$123,495	\$28,400	-\$95,095
Overtime	\$20,000	\$92,700	\$34,000	\$146,700	\$90,000	-\$56,700
Holiday Pay	\$24,100	\$18,600	\$7,159	\$49,859	\$57,600	\$7,741
Leave Buy Back	\$21,600	\$0	\$0	\$21,600	\$38,400	\$16,800
Uniform Allowance	\$7,200	\$5,700	\$5,000	\$17,900	\$17,000	-\$900
PERS	\$247,900	\$52,900	\$30,970	\$331,770	\$442,000	\$110,230
Social Security	\$61,700	\$42,000	\$10,400	\$114,100	\$111,100	-\$3,000
PARS	\$0	\$0	\$0	\$0	\$900	\$900
SDI	\$5,200	\$0	\$0	\$5,200	\$12,800	\$7,600
Deferred Comp.	\$2,400	\$300	\$0	\$2,700	\$2,400	-\$300
Health Insurance	\$112,400	\$70,900	\$16,400	\$199,700	\$255,000	\$55,300
Dental Insurance	\$9,000	\$8,400	\$0	\$17,400	\$18,900	\$1,500
Vision Insurance	\$2,000	\$0	\$0	\$2,000	\$5,400	\$3,400
Disability Insurance	\$5,700	\$1,300	\$0	\$7,000	\$7,000	\$0
Life Insurance	\$1,300	\$0	\$0	\$1,300	\$2,500	\$1,200
Workers' Comp.	\$61,206	\$16,000	\$35,000	\$112,206	\$104,670	-\$7,536
Unemployment	\$0	\$0	\$3,400	\$3,400	\$5,000	\$1,600
Employee Assistance	\$300	\$0	\$0	\$300	\$600	\$300
Office Supplies	\$4,000	\$2,400	\$2,500	\$8,900	\$7,600	-\$1,300
Postage	\$0	\$850	\$500	\$1,350	\$1,500	\$150
EMS Supplies	\$6,000	\$0	\$0	\$6,000	\$13,000	\$7,000
Spec. Dept. Supplies	\$12,400	\$6,000	\$3,000	\$21,400	\$13,000	-\$8,400
Safety Clothing	\$15,400	\$0	\$3,000	\$18,400	\$18,400	\$0
Small Tools	\$1,500	\$4,000	\$250	\$5,750	\$3,000	-\$2,750
Advertising	\$0	\$100	\$1,000	\$1,100	\$1,100	\$0
Contractual Services	\$13,400	\$0	\$1,000	\$14,400	\$23,400	\$9,000
Printing	\$0	\$600	\$0	\$600	\$5,000	\$4,400
Physicals	\$3,000	\$0	\$0	\$3,000	\$9,500	\$6,500
Recruitment	\$0	\$0	\$0	\$0	\$1,000	\$1,000
Forensic Services	\$4,800	\$0	\$0	\$4,800	\$5,000	\$200
Hazmat Program	\$3,100	\$0	\$0	\$3,100	\$5,100	\$2,000
Utilities	\$0	\$1,650	\$2,600	\$4,250	\$8,000	\$3,750
Telephone	\$1,400	\$2,000	\$1,200	\$4,600	\$4,800	\$200
Travel/Training	\$6,700	\$11,100	\$6,000	\$23,800	\$25,500	\$1,700
Member./Subscript.	\$2,500	\$3,700	\$3,300	\$9,500	\$4,500	-\$5,000
Public Relations	\$2,100	\$600	\$0	\$2,700	\$3,000	\$300
Rent Equipment	\$0	\$100	\$0	\$100	\$100	\$0
Liability Insurance	\$19,540	\$18,570	\$11,000	\$49,110	\$20,000	-\$29,110
Weed Abatement		\$0	\$5,000	\$5,000	\$15,000	\$10,000
Vehicle Maint.	\$23,300	\$7,800	\$9,000	\$40,100	\$52,000	\$11,900

PROPOSED FIVE CITIES FIVE JPA BUDGET DETAIL - COST COMPARISON

Office Equip. Maint.	\$1,600	\$5,050	\$0	\$6,650	\$4,100	-\$2,550
Machinery Maint.	\$10,000	\$0	\$4,000	\$14,000	\$15,000	\$1,000
Building Maint.	\$0	\$800	\$1,500	\$2,300	\$5,000	\$2,700
Grounds Maint.	\$500	\$0	\$0	\$500	\$2,800	\$2,300
Radio Maint.	\$0	\$12,525	\$1,000	\$13,525	\$6,200	-\$7,325
Gas & Oil	\$12,800	\$11,800	\$9,000	\$33,600	\$30,700	-\$2,900
Legal/Personnel	\$0	\$0	\$0	\$0	\$20,000	\$20,000
IT	\$0	\$0	\$0	\$0	\$10,000	\$10,000
Payroll/Finance/HR	\$0	\$0	\$0	\$0	\$17,500	\$17,500
Audit	\$0	\$0	\$0	\$0	\$6,000	\$6,000
IT Equipment	\$0	\$0	\$0	\$0	\$10,000	\$10,000
Computer Software	\$0	\$300	\$750	\$1,050	\$7,500	\$6,450
Machinery & Equip.	\$13,200	\$10,900	\$49,777	\$73,877	\$15,000	-\$58,877
Meetings	\$0	\$1,250	\$0	\$1,250	\$0	-\$1,250
Emp. Recognition	\$0	\$300	\$0	\$300	\$3,600	\$3,300
OCSD Facility Costs	\$0	\$0	\$0	\$0	\$15,000	\$15,000
Miscellaneous	\$0	\$850	\$500	\$1,350	\$2,000	\$650
Other(Contingency)	\$0	\$0	\$10,000	\$10,000	\$0	-\$10,000
Subtotal	\$1,653,588	\$985,645	\$547,447	\$3,186,680	\$3,356,670	\$169,990

REVENUES

Burn/Fireworks Permits	\$3,540
First Responder Support	\$20,600
Strike Teams	\$35,000
Expense Recovery	\$11,000
Interest	\$1,000
Total Revenues	\$71,140

TOTAL JPA COST

\$3,285,530

COST PER AGENCY	\$1,478,489	\$1,149,936	\$657,106	\$3,285,530
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REIMBURSEMENTS

Shared Facility	\$0	\$0	-\$15,000	-\$15,000
Vehicle Maint.	\$0	-\$12,000	\$0	-\$12,000
Fin./Legal/IT/HR	-\$25,000	-\$20,000	\$0	-\$45,000
NET COST PER AGENCY	\$1,453,489	\$1,117,936	\$642,106	\$3,213,530

OTHER ADJUSTMENTS

Revenues Transferred	-\$55,300	-\$10,000	-\$4,840	-\$70,140
Current Joint Admin Costs	-\$150,600	\$98,065	\$52,535	\$0

NET FINAL DIFFERENCE	\$5,801	\$44,226	\$46,964	\$96,990
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OCEANO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2010 - 11

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE OCEANO COMMUNITY SERVICES DISTRICT APROVING THE
MEMORANDUM OF UNDERSTANDING (MOU) WITH THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS LOCAL 4403

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing Resolution is hereby adopted this 9th day of June , 2010.

ATTEST:

VERN DAHL, PRESIDENT

RAFFAELE F. MONTEMURRO, BOARD SECRETARY

Agenda Item 06 09 2010 8.c.



**2010/11 – 2011/12
(TWO YEAR)**

MEMORANDUM OF UNDERSTANDING

BETWEEN

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 4403**

AND

THE FIVE CITIES FIRE JOINT POWERS AUTHORITY

MEMORANDUM OF UNDERSTANDING
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 4403

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2010/11 to 2011/12
**MEMORANDUM OF UNDERSTANDING
BETWEEN THE REPRESENTATIVES OF THE
FIVE CITIES FIRE JOINT POWERS AUTHORITY (JPA)
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 4403**

ARTICLE 1. TERM OF MEMORANDUM OF UNDERSTANDING

The term of Memorandum of Understanding shall be from the effective date of the JPA through June 30, 2012 and thereafter shall continue from year to year. Either party may request modification by January 1, 2012 in which event, meeting and conferring shall begin no later than January 31, 2012.

ARTICLE 2. RECOGNITION

The JPA recognizes Local 4403 as a sole and exclusive bargaining unit for all full-time, permanent classifications in the Fire unit. Classifications represented are Fire Captains and Fire Engineers. Local 4403 and its members recognize and agree to the fact that though they will be employees of the City of Arroyo Grande, all personnel related activities, including but not limited to supervision, hiring, training, promotion, discipline shall be assigned by the City of Arroyo Grande to the JPA per a separate written agreement and will be under the sole full control of the JPA chain of command.

ARTICLE 3. REGULATIONS, POLICIES AND PROCEDURES

City of Arroyo Grande Personnel Regulations and other policies and procedures shall apply to the JPA and its employees until replacement regulations, policies and procedures are adopted by the JPA.

ARTICLE 4. WAGES

Local 4403 represents the following employee classifications:

<u>POSITION</u>	<u>SALARY RANGE</u>
Fire Captain	41
Fire Engineer	34

At the time the JPA is activated, all employees shall continue to receive the same salary in effect in their respective jurisdiction on June 30, 2010. At their next anniversary date, each employee shall be eligible for consideration of advancement to the next highest salary step above their existing salary. If an employee's existing salary is less than 1.0% from the next highest salary step, the employee shall be eligible for advancement

to the step above the next highest step. Consideration for advancement shall be consistent with the terms set forth in Article 5, Application of Salary Steps.

If any other represented labor group in any of the JPA member agencies receives a COLA prior to June 30, 2012, other than those scheduled as of the effective date of this MOU, the JPA and the union shall meet to discuss and consider reopening the MOU to implement a comparable COLA for union employees. This provision shall not apply to inequity adjustments for individual classifications that are deemed necessary due to salary compaction issues with other classifications or other issues.

ARTICLE 5. APPLICATION OF SALARY STEPS

All employees entering the permanent, full-time employ of the JPA shall be paid at the first step of the salary range, unless otherwise determined by the Fire Chief, established for his/her position classification. Salary step increases, as provided herein, are not automatic but are based on performance and merit. Employees shall be placed on the step designated by the Fire Chief for initial full-time permanent employment and qualify for increase in compensation or advancement to the next higher step of his/her salary range in the following manner:

- A. The first step is the minimum rate and normally shall be the hiring rate.
- B. The second step is granted to employees who are eligible for this adjustment after completion of twelve (12) full calendar months of satisfactory service in a classification and not prior to the completion of a probationary period. The adjustment shall be made only if granted by the Fire Chief.
- C. The third step shall be granted to an employee who has given satisfactory service in a given classification for one (1) full additional year from granting of previous step increase and only if granted by the Fire Chief.
- D. The fourth step shall be granted to an employee who has given satisfactory service for one (1) full additional year from granting of previous step increase and only if granted by the Fire Chief.
- E. The fifth step shall be granted to an employee who has given satisfactory service for one (1) full additional year from granting of previous step increase and only if granted by the Fire Chief.

A performance report on each employee recommended for salary advancement shall be prepared annually by the Fire Chief or his or her designee prior to final action. An employee must always continue to maintain an acceptable level of performance.

ARTICLE 6. SPECIALTY ASSIGNMENT PAY

- A. In addition to the base rate of pay, determined under this MOU, employees engaged in specialty assignments shall receive Specialty Pay as herein defined. To be eligible for Special Assignment Pay, an employee must be assigned by the Fire Chief to perform the function. The Specialty Pay is to be included in all computation of overtime or other benefits.
- B. Hazardous Materials Series:
 - 1. Hazardous Material Technician – 2.5% of additional pay over his/her current step.
 - 2. Hazardous Material Specialist – 2.5% of additional pay over his/her current step.
- C. Fire Prevention – 2.5% of additional pay over his/her current step.
- D. Employees must possess current certifications and complete all ongoing required training as determined necessary by the Fire Chief. The qualified employee shall notify the Fire Chief upon any change in status within five (5) business days.
- E. All Specialty Assignment Pay is cumulative. However, no employee shall receive more than 5% of Base Pay in total Specialty Assignment Pay.

Where job classifications require any of the above, Section B and C will not apply.

ARTICLE 7. EDUCATIONAL PAY

- A. All unit employees may qualify for advancement of one salary range above their position classified range upon receipt of a an Associated Arts Degree or Associated Science Degree, from an accredited junior college, or upon earning a special license or certificate, deemed to be equivalent to an AA/AS degree and is related to the performance of the employee's duties and/or assignment, upon approval by the Fire Chief. For purposes of completion of certificated courses related to an employee's duties and/or assignment equivalency (including those programs resulting in a special license or certificate) or an aggregate of the same which equals or exceeds 720 instructional hours, will be deemed to be equivalent to an AA degree.
- B. Unit employees who possess licenses or certificates as specified in Section A of this Article, totaling less than 720 hours and more than 300 hours of instruction, shall qualify for an advancement in salary of \$20 per pay period upon approval of the Fire Chief.
- C. All unit employees may qualify for advancement of two salary ranges above their position classified range upon receipt of a Bachelor of Science/Bachelor of Arts

Degree in a field relative to their job classification, from an accredited college, upon approval of the Fire Chief.

- D. **Exceptions:** When position classifications require an Associated Arts, Bachelor of Science, or Bachelor of Arts Degree, Master of Science, or Master of Arts Degree, no educational pay shall be paid to an employee holding such a position. The JPA agrees not to require the following degrees: A.A., B.S., B.A. for the current positions represented by the IAFF Local 4403, unless agreed upon through the meet and confer process.
- E. The maximum Educational Pay incentive paid to unit employees shall be capped at five percent (5%) over the current classification range.

ARTICLE 8. UNIFORM AND EQUIPMENT ALLOWANCE

Upon the hiring of a Fire Department employee, the JPA will provide applicable safety equipment and initial uniforms and ancillary equipment as specified by Fire Department policy. The JPA will provide replacement safety equipment as necessary as determined by the Fire Chief.

- A. The JPA will provide uniforms in lieu of granting an annual uniform allowance to members of this unit, to a maximum cost to the JPA of \$1,000 per employee per fiscal year. All uniforms will be compliant with NFPA Standard 1500 and as determined by the Fire Chief, and shall include items specified in C. below.
- B. Safety clothing (including safety boots) required in the performance of duties shall be provided by the JPA. Employees shall be required to report for work in the required uniform and shall wear the required safety clothing when performing hazardous duties.
- C. The type, style, and standards of maintenance of uniforms and equipment shall be determined by the Fire Chief. Employees are required to maintain these standards, including maintenance, repair and cleaning. If an employee is promoted from reserve status, items will be issued to augment their uniform compliment. Subject to the \$1,000 limit in A. above, uniforms to be purchased by the JPA for new employees include:
1. Pants (up to 4 pairs)
 2. Uniform shirts (2 Short-sleeve and 1 Long-sleeve)
 3. T-shirts (up to 4)
 4. Jacket w/liner (1)
 5. Sweatshirts (up to 2)
 6. Socks (up to 6 pairs)
 7. Belt & buckle (1)
 8. Ball cap (1)

9. Class A uniform (1 set provided after employee completes probation)
10. Nameplate & insignias, including patches.
11. Ancillary equipment and uniform items
12. Boots

The above list may be modified with approval of the Fire Chief and the Union.

- D. An account will be set-up with the local uniform provider and employees shall charge their approved items to the account. The uniform provider will then bill the JPA for payment.
- E. Uniform replacements will be made on an as-needed basis as determined by the Fire Chief or his/her designee.
- F. The JPA shall provide safety prescription glasses and lenses for employees who require them for the performance of their duties. Glasses and lenses shall comply with OSHA standards and be approved for purchase by the Fire Chief or his/her designee.
- G. At the time of the transition, the transition to the JPA each employee will receive a one-time allotment (3) T-shirts, (1) Sweatshirt, (1) Buckle, and (1) Ball cap. This allotment will not count against the employee's uniform allowance.

ARTICLE 9. REIMBURSEMENT FOR LOST OR DAMAGED PROPERTY

- A. When uniform and equipment items authorized by the Fire Department are lost or damaged on duty, other than by normal wear and tear, the JPA shall replace the items or reimburse employees for the lost or damaged item at full value. All claims shall be filed in writing, verified by the employee's immediate supervisor, and approved by the Fire Chief. Employees shall not be entitled to reimbursement for loss or damage caused by the employee's negligence, malfeasance, or misfeasance.
- B. The Union and Fire Chief shall agree upon a list of personal property subject to the reimbursement. Such list may be amended with approval of the Fire Chief and Union.

ARTICLE 10. HOURS OF WORK AND OVERTIME

A. Work Shift

A work shift is defined as a work period of twenty-four (24) hours, commencing at 0700 hours and continuing until the next day, ending at 0700 hours (7 a.m. to the following 7 a.m.).

Special assignment may require an employee to work a forty (40) hour-week work schedule on a temporary basis. Should an employee be assigned to this schedule, all leave benefits (vacation, sick, holidays, etc.) shall accrue at the forty (40) hour work week accrual rate and no FLSA is given.

B. Workweek

The normal workweek shall average fifty-six (56) hours of work over the course of a year, except in cases of emergency.

C. Shift Schedule

1. The regular work schedule shall be eight (8) twenty-four (24) hour shifts in a twenty-four (24) day cycle.

X = 24-hour on-duty period

O = 24-hour off-duty period

Schedule: XXOOOOXXOOOOXXOOOOXXOOOO

2. In the event the same shift is scheduled to work both Christmas Eve and Christmas day in the same year, the shift scheduled to work December 23 will be exchanged with the shift scheduled to work December 24, unless this impacts the FLSA and overtime cycle. If the FLSA cycle would be impacted by exchanging the shifts scheduled to work December 25 and 26, the shift scheduled to work December 25 will be exchanged with the shift scheduled to work December 26.
3. The Fire Department shall give no less than fifteen (15) days notice prior to changing a shift assignment for non-emergency reasons.

D. Overtime

Overtime shall be paid at time and one-half of the employee's base salary for all actual hours worked in excess of one hundred eighty-two (182) hours in a twenty-four (24) day cycle and in accordance with the Fair Labor Standards Act (FLSA). Overtime shall be computed to the nearest one quarter (1/4) hour. For those assigned to an eight (8) hour day, overtime shall be paid for hours worked in excess of forty (40) hours per week. Overtime will be paid regardless of paid time off during the work period.

E. Compensatory Time

At the request of any employee eligible for overtime pay, his/her supervisor will provide that, in lieu of cash payment for any overtime, he/she may have the choice of time off with pay at the rate of one and one-half (1 and ½) hours for

each hour of overtime worked. The department will have a procedure for granting the time off and filling the position in accordance with FLSA. No employee shall accrue compensatory time off in excess of two hundred and forty-five (245) hours. Any overtime worked over that amount shall be paid as overtime as it is earned. Upon separation from employment, an employee is entitled to receive cash compensation for any unused compensatory time.

Existing compensatory time within two hundred and forty-five (245) hours per employee shall be transferred to the JPA from each participating agency at the time the JPA is formed.

F. Modified Duty

An employee who is unable to perform the essential functions of his or her job, with or without reasonable accommodation, due to injury or illness may request to be placed on modified duty. The employee must provide the Fire Chief or his/her designee with a doctor's note describing the restrictions that he/she may have. If a modified duty assignment is available that is within the employee's restrictions, the Fire Chief or his/her designee may approve the request.

A modified-duty work assignment is generally administrative in nature and may require working at a desk typing, driving and walking depending on an employee's medical restrictions. The schedule is typically forty (40) hours a week.

Once on a forty (40) hour week schedule, all leave balance and accruals (Holiday, Vacation, Sick Leave, etc.) are changed to reflect a forty (40) hour workweek. To convert paid leave time accruals and balance from a fifty-six (56) hour workweek to a forty (40) hour workweek, rates will be divided by a factor of 1.4. Any leave taken during the modified duty assignment is taken at the forty (40) hour workweek accrual rate and no FLSA is given.

Modified duty assignments will commence on the first day of a pay-period. When the employee's treating doctor provides a written release to return the employee back to full duty and it has been approved by the Fire Chief or his/her designee, the employee will return to their appropriate shift on their next scheduled workday, providing the return date does not trigger overtime in excess of regular FLSA overtime. If excess overtime would be triggered, the employee will return to work on earliest date that will not trigger excess overtime, unless emergency circumstances occur. To convert paid leave time accruals and balances from a forty (40) hour workweek back to a fifty-six (56) hour workweek, rates will be multiplied by a factor of 1.4.

ARTICLE 11. SHIFT EXCHANGES

An employee may exchange all or any portion of a work shift in a manner consistent with the FLSA and Department policy, provided the replacement is a qualified employee. The JPA is not responsible for shift exchange arrangements made between employees and is not responsible for any record keeping. Outstanding shift exchange paybacks are the responsibility of the individuals involved. According to the FLSA, shift exchanges are not considered "hours worked" and, therefore, do not have to be paid back in the twenty-four day cycle. An employee who owes exchange time to another employee shall work for the other employee, and cannot pay it back in vacation time or other paid leave time.

ARTICLE 12. MINIMUM STAFFING

Twenty-four (24) hour minimum staffing each day shall consist of three (3) Full-Time Fire Department Captains, and two (2) Full-Time Fire Department Engineers. In cases of emergency, a Chief Officer may also elect to add additional staffing, as he/she may deem necessary to mitigate life-threatening situations. If regularly scheduled employees are not available for such staffing, any full-time employee, regardless of rank, may work the duty shift. The vacancy affected rank will be filled with the same rank first, before opening to other classifications.

ARTICLE 13. CALLBACK PAY

Callback is defined as, "the circumstances that requires an employee to unexpectedly return to work after the employee has left work at the end of the employee's work day or work week." An employee called back to work will receive a minimum two (2) hours overtime pay. An employee called back for overtime pay shall not be required to fulfill the hourly obligation to receive callback pay. An employee called in early to start his/her work shift without prior reasonable notice will receive a minimum two (2) hours overtime pay. Reasonable notice shall be defined as, "the number of hours in the employee's standard shift." Overtime pay shall commence from the time the employee signs in at the Fire station.

ARTICLE 14. SENIORITY

"Seniority" for the purposes of this Article shall be defined as the length of service as a permanent full-time employee with the JPA and the employee's previous full-time service at either the Arroyo Grande, Grover Beach, or Oceano Fire Departments. For employees with the same full-time start date at their original member agency, seniority will be determined by employee ranking upon hire. When determining seniority for permanent full-time positions within a classification subject to layoff, only permanent full-time service shall be considered.

ARTICLE 15. VACATION LEAVE

- A. The purpose of annual vacation leave is to enable each eligible employee to annually return to his/her work mentally and physically refreshed.
- B. Each eligible employee shall be required to have served the equivalent of one (1) year of continuous service with the JPA in order to be eligible for his/her full annual vacation leave. However, in the event an employee so chooses, he/she may, after six (6) continuous months of service, take vacation leave not to exceed fifty-six (56) working hours with his/her Supervisor's approval.
- C. Employees who terminate employment shall be paid a lump sum of his/her outstanding vacation and compensatory time accruals on the regular payday for the pay period containing their last day of work.
- D. Vacation leave with pay shall be earned in accordance with the following schedule:

AFTER: YEARS	= HOURS PER MONTH
01	9.34
02	11.20
03	12.14
04	13.08
05	14.00
06	14.00
07	14.94
08	14.94
09	15.88
10	15.88
11	16.80
12	16.80
13	17.74
14	17.74
15	18.68

- E. Vacation hour accrual rate will be based on length of full-time service calculated from the employee's start date at their original member agency.
- F. If for any reason an employee becomes ill during a vacation, the affected employee shall be entitled to utilize such available sick leave in lieu of vacation leave.
- G. Vacation leave may be taken as it accrues. Vacation shall be scheduled at the discretion and convenience of each individual employee, with the consent of the Supervisor, within the limitation necessitated by legitimate operational needs of the JPA.

- H. In the event the scheduling preferences of two (2) or more employees conflict, the preferences of the more senior employee in order of seniority shall govern barring any unusual circumstances.
- I. Employees may accrue vacation leave up to a maximum of 315 hours. In the event an employee's accrued vacation leave exceeds the maximum allowable on January 1, the employee shall be paid at his/her January 1 hourly wage rate for those hours accrued in excess of the maximum allowable. Payment shall be made on the first Friday following the first regular payday in January. Upon request of an employee, an exception to the accrual limit may be made upon approval by the Fire Chief.
- J. Existing vacation leave up to 315 hours per employee will be transferred from each participating agency to the JPA at the time the JPA is formed.

ARTICLE 16. HOLIDAY LEAVE

- A. The following holidays are the designated holidays for full-time Fire Department employees. In lieu of the designated holidays, employees will be provided 6.07 hours of straight-time pay semi-monthly.
 - 1. Independence Day
 - 2. Labor Day
 - 3. Veteran's Day
 - 4. Thanksgiving
 - 5. Day following Thanksgiving
 - 6. Christmas Eve, half day
 - 7. Christmas
 - 8. New Year's Eve, half day
 - 9. New Year's Day
 - 10. Martin Luther King Day
 - 11. Lincoln's Birthday
 - 12. President's Day
 - 13. Memorial Day
 - 14. One day per fiscal year of the employee's choice with Supervisor approval (Floating Holiday).
- B. Special Holidays:

Every day designated by the President, or Governor, for public observance as a special, nonrecurring single event, such as the death of a national leader or end of a war shall be a JPA paid holiday.

ARTICLE 17. SICK LEAVE

- A. All full-time, permanent employees shall accrue 11.2 hours of sick leave with pay for each month of service. The maximum accumulation of earned sick leave shall be 1,680 hours. An employee will not accumulate any additional sick leave until such time as his/her accumulated balance falls below 1,680 hours. Upon retirement an employee may choose to be paid 50% of his/her unused sick leave, to a maximum of 480 hours at his/her current rate of pay. Upon retirement, unused accumulated sick leave may be converted to PERS retirement credit per the JPA's contract with PERS. At the end of each calendar year, each employee has the option of being paid straight time for 25% of his/her unused sick leave of that year, transferring it to vacation, or leaving it in sick leave.
- B. Employees may transfer sick leave on a voluntary basis to a fellow JPA employee who has exhausted all his/her sick leave and vacation leave due to an extended illness or injury. The transfer shall be based on each employee's hourly rate of pay and shall not exceed twenty-four (24) hours of sick leave based on the hourly rate of pay of the receiving employee. The transfer shall be requested on a form provided by the JPA, be completed by both employees who mutually request such transfer, and submitted for approval to their Fire Chief for final approval. The receiving employee shall not be obligated to repay any transferred leave to the contributing employee, and contributing employee understands that such transfer shall be deemed as if used and will be subject to all other provisions applicable.
- C. Employee, while out on disability, may utilize sick leave hours to compliment their disability allotment so as to receive 100% of their pay. This utilization will be a percentage of pay not covered by disability.
- D. Existing sick leave up to 1,680 hours per employee shall be transferred from each participating agency to the JPA at the time the JPA is formed.

ARTICLE 18. NOTIFICATION OF MAXIMUM ACCRUAL

Employees shall be notified a pay period prior to any pay-outs from maximum accrual of compensatory time, vacation, and sick leave.

ARTICLE 19. BEREAVEMENT LEAVE

Unit employees shall be granted leave by the Fire Chief whenever the affected employee has experienced a death in the immediate family, defined as the spouse, the employee's or employee's spouse's father, mother, brother or sister, child or stepchild, grandparents, grandchildren, son-in-law, daughter-in-law, "step" relatives as described

above, aunt or uncle, or any other person residing in the same household where attendance to the funeral is necessary.

Such absence by the employee shall be limited to up to three (3) working shifts per occurrence of paid leave as approved by the Fire Chief. Such leave is not chargeable against sick or vacation leave. As a condition of granting leave for bereavement purposes, the employee must submit an approved declaration or other evidence such as a death certificate or obituary, acceptable to the Fire Chief justifying such absence.

ARTICLE 20. FAMILY LEAVE

Pursuant to the State and Federal Leave Acts, the following is provided for all employees who have been employed a minimum of twelve (12) months and have worked at least 1,250 hours during the 12-month period preceding leave:

- A. Up to twelve (12) weeks (60 workdays) unpaid leave in a twelve (12) month period. Intermittent leave is allowed.
- B. Leave may be taken for: 1) birth of and care of newborn child; 2) placement of child with employee for adoption or foster care; 3) to care for spouse, child, or parent having serious health condition; 4) employee's own serious health condition.
- C. The employee's insurance including medical, dental, vision, and life insurance will be maintained under the same conditions as if the employee were still working.
- D. Request for leave must be made 30 days prior to leave, when the need is foreseeable and such notice is practical.
- E. Employee may use accrued vacation, holiday, or personal leave during family leave. Sick leave may be used for employee and/or immediate family illness or disability.
- F. Upon return to work, employee will be restored to same or equivalent position with equivalent benefits.

All other provisions of the federal Family Medical Leave Act ("FMLA") and state California Family Rights Act ("CFRA") apply.

ARTICLE 21. MILITARY LEAVE

Employees taking military leave with the National Guard or Reserves shall be entitled to full JPA pay and benefits as required by State statute.

All military leave in excess of thirty (30) calendar days per year, if granted by the JPA, shall be without JPA pay or JPA-paid benefits and shall be for a period not to exceed state and federal law. The employee may elect to retain his/her JPA health insurance for up to twenty-four months, by paying the required premiums. Reemployment rights are governed under the Uniformed Services Employment and Reemployment Rights Act ("USERRA").

ARTICLE 22. MEDICAL LEAVE

Medical leave without pay may be granted for the purpose of recovery from prolonged illness or injury or to restore health, or for pregnancy upon employee's written request to the Fire Chief, subject to submission of medical certification. During the approved leave period, the JPA will not pay employee benefits; however, the employee may elect to maintain JPA medical insurance coverage for employee and dependents at employee's sole cost if such coverage of all individuals is in effect at the time of leave.

ARTICLE 23. JURY DUTY

Employees shall be granted leave, with full pay and no loss in benefits, when called for jury duty, if the employee remits jury fees received for such jury duty. The employee may retain all travel pay or subsistence pay granted by the court because of the employee's participation in jury duty. The employee shall be responsible for notifying his/her supervisor as soon as possible upon receiving notice to appear for jury duty, make every reasonable effort to keep his/her supervisor advised as to the anticipated length of service, and return to work immediately following the end of jury duty service.

ARTICLE 24. CAFETERIA PLAN

The JPA shall contribute an equal amount towards the cost of medical coverage under the Public Employee's Medical and Hospital Care Act (PEMHCA) for both active employees and retirees. The JPA's contribution toward coverage under PEMHCA shall be the minimum contribution amount established by CalPERS on an annual basis. The JPA's contribution under PEMHCA for 2010 shall be \$105.00.

Employees participating in the JPA's full flex cafeteria plan shall receive a flex dollar allowance to purchase group health coverage under the JPA's Cafeteria Plan. The monthly flex dollar allowance for 2010 shall be:

For single employees:	\$526.77
For employee + 1 dependent:	\$961.80
For employee + 2 or more dependents:	\$1,231.26

The flex dollar allowance for 2011 shall be the amounts above adjusted by 75% of the increase of the Blue Shield HMO medical premiums and full increases of dental and vision plans.

The flex dollar allowance for January 1, 2012 through June 30, 2012 shall be the amounts in effect on December 31, 2011 adjusted by 75% of the increase of the Blue Shield HMO medical premiums and full increases of dental and vision plans.

A portion of the flex dollar allowance (\$105.00 for 2010) is identified as the JPA's contribution towards PEMHCA. This amount will be adjusted on an annual basis as the PEMHCA minimum contribution increases. Remaining flex dollars must be used by employees to participate in the JPA's health plans. Employees who waive medical coverage under the Cafeteria Plan because he/she provided the JPA with written proof that medical insurance coverage is in force through coverage provided by another source consistent with any rules or restrictions on the JPA by the medical plan provider, can take monthly flex dollars in the amount of \$430.76 for 2010, \$430.76 plus 75% of the increase of the Blue Shield HMO medical premium for 2011, and the amount in effect on December 31, 2011 plus 75% of the increase of the Blue Shield HMO medical premium for January 1 through June 30, 2012, as cash (taxable income), deposit it into their 457 plan, or use it to purchase voluntary products. No remaining flex dollars may be redeemed.

ARTICLE 25. MEDICAL INSURANCE

- A. The base medical plan shall be defined as the Health Maintenance Organization (HMO) program available to the JPA. If availability of an HMO to the JPA is discontinued by the medical plan provider, the base plan will become the basic PPO plan available to the JPA by the existing medical plan provider.
- B. The JPA will maintain health benefits through CalPERS for calendar year 2010.

ARTICLE 26. DENTAL INSURANCE

The JPA shall provide for all employees in classifications represented in this Memorandum of Understanding a dental plan of the JPA's choice. The JPA shall pay up to the full family premium. The JPA may select an alternate dental insurance plan provider during the term of this M.O.U. providing that:

- A. Any new plan maintains equivalent benefits to the employees; and
- B. At least twenty-one (21) days advanced notice of plan changes are provided to Local 4403.

ARTICLE 27. VISION INSURANCE

The JPA shall provide a Vision Care Plan for bargaining unit members. The JPA shall contribute the full family premium. The JPA may select an alternate vision care provider during the term of the M.O.U. providing that:

- A. Any new plan maintains equivalent benefits to the employees; and
- B. At least twenty-one (21) days advanced notice of plan changes are provided to Local 4403.

ARTICLE 28. LIFE INSURANCE

The JPA shall provide group term life insurance benefit plan for bargaining unit members, which shall provide for forty thousand dollars (\$40,000) life coverage for employees only during the term of their employment. Full cost for said policy will be paid for by the JPA.

ARTICLE 29. BURN INJURIES

The JPA agrees to enter into a Memorandum of Understanding with the Grossman Medical Group Inc. to provide burn treatment to fire personnel in the event of a work related burn injury.

ARTICLE 30. DISABILITY INSURANCE

The JPA shall provide and pay the premiums for State Disability Insurance, integrated with sick leave. The JPA will pay the premiums for the Family Temporary Disability Insurance. Should there be any future rate increases to State Disability Insurance and/or Family Temporary Disability Insurance plans after January 1, 2011, the JPA and Local 4403 agree to meet and confer to discuss responsibility for payment of such increases.

ARTICLE 31. RETIREMENT

A. PERS Retirement Contributions

1. G.C. Section 21363.1. The PERS 3% at Age 55 Retirement Plan is provided for all unit personnel employed by the JPA at the time the JPA is formed, with the JPA paying back to each employee an amount equal to the 9% deduction from the employee's paycheck for PERS retirement. The Union and the JPA agree that at any time after that date, at the sole discretion of the JPA, the JPA may implement a two-tiered retirement system in which the 2% at 50 PERS Retirement Plan will be provided for all unit personnel hired to full-time positions after that date, with the JPA paying back to each employee an amount equal to the 9% reduction to the employee's paycheck. If that plan was no longer offered by PERS at the time, the available plan determined to be closest in costs and benefits would be substituted. The parties agree to meet and discuss the implementation date, once the JPA has determined to implement the two-tiered system.

2. G.C. Section 21024 and 21027. Employees may buy back, at their expense, retirement service credit for prior military service or any other eligible time as permitted by PERS.
3. GC Section 20042. The PERS Plan shall be based upon single highest year compensation.
4. GC Section 20965. Employees will receive credit for unused sick leave.
5. GC Section 20636 (c)(4) pursuant to Section 20691. The employee portion of the PERS contribution, made by the City, shall be reported to PERS as income.
6. GC Section 21548. The spouse of a deceased member, who was eligible to retire for service at the time of death, may elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit.

B. Retirement Defined

Retirement is defined as the termination of employment at an age when the employee would qualify for an allowance under the Public Employees Retirement System (PERS) and the JPA's Personnel Regulations.

C. Retiree Medical

1. Employees who retire from JPA service will be allowed to purchase medical insurance coverage through the JPA at the rates offered by the plan provider.
2. GC Section 22892. The JPA's contribution shall be an equal amount for both employees and annuitants, which shall be the minimum contribution amount established by CalPERS on an annual basis. For calendar year 2010, that amount shall be \$105 per month. The JPA's contribution shall be adjusted annually by the CalPERS board to reflect any change in the medical care component of the consumer Price Index, providing that the JPA is participating in the CalPERS Health Plan.
3. The JPA shall provide a supplemental contribution to employees that are: employed on a full-time basis with the City of Arroyo Grande as of January 1, 2008 and who have been employed with the City of Arroyo Grande and JPA on a full-time basis for five (5) years or more at the time of retirement.

The supplemental contribution shall be equal to the difference between the minimum contribution amount established by CalPERS as set forth above in Article 28, Section C.1 and the following amounts:

For single annuitant coverage:	\$161.11
For annuitant + 1 dependent:	\$295.09
For annuitant + 2 or more dependents:	\$354.42

ARTICLE 32. PHYSICAL FITNESS

Employees shall be allotted up to one and one half (1½) hours per twenty-four hour shift (including shower/cleanup time) for physical fitness workouts. The time for the workout shall be designated by the Fire Chief or his/her designee. If mission requirements do not allow for the completion of the physical fitness workouts, the workout period may be extended or rescheduled during the shift at the discretion of the Company Officer if time permits.

ARTICLE 33. PHYSICAL EXAMS

The JPA shall pay for any physical examination expressly required to State or Federal law as a condition of employment if conducted by the JPA contracted medical provider. Such physical examinations shall be scheduled with the approval of the Fire Chief. Depending on the length of the exam, the Fire Chief will determine if the appointment may be scheduled on or off duty. Physical examinations required for participation in the countywide Hazardous Materials Response Team may be conducted while off duty.

ARTICLE 34. MEALS DURING EMERGENCY RESPONSE

If on-duty personnel are available, a reasonable attempt shall be made to provide meals to employees engaged in an extended local emergency response within six (6) hours of initial response to the incident by the employee and at six (6) hour intervals thereafter.

ARTICLE 35. EDUCATION

A. Definition

For training or certification which is required by job specifications, legal mandates, and/or which is required by the JPA, the JPA will provide for such training and/or certification, including paid JPA time to attend the training and to pay for costs associated with the training, provided that funds for such training are included in the current JPA budget.

This section does not apply to training courses and/or certifications required for advancement/promotion to a new position.

B. For training or certification in support of JPA identified programs and authorized by the Fire Chief, the JPA will provide for such training and/or certification, including providing JPA time to attend the training and to pay for costs associated with attending the training, provided that the program for which the training and/or certification is related remains in operation and that funds for such training are included in the current JPA Budget.

ARTICLE 36. PAYCHECKS

The JPA will pay regular checks on a biweekly basis. The paychecks will be provided to the Fire Department for distribution to employees by 3:00 p.m. the day prior to the designated payday unless technical difficulties occur which are beyond the control of the JPA. In any event, paychecks will be provided no later than 5:00 p.m. on the JPA's designated payday. However, no check may be deposited into a financial institution to be recorded by the issuing bank prior to the date of the designated payday. If an error occurs in the amount of the paycheck over two hundred and fifty dollars (\$250.00), upon request by the employee, a corrected check shall be issued to the employee within three (3) business days.

ARTICLE 37. PAYROLL DEDUCTIONS

Requests for changes in and cancellation of Group dues shall be promptly processed by the Group and put into effect by the JPA at the employee's request. Deductions for dues shall be made twice monthly by the JPA. Requests for deductions shall be made on JPA-approved authorization cards.

Local 4403 agrees to indemnify and hold the JPA harmless from any liabilities that may arise as a result of the application of this article.

ARTICLE 38. ANNIVERSARY DATES

Existing City of Arroyo Grande employees shall maintain their current anniversary dates. All other existing employees shall have an anniversary date of the effective date of the JPA. All employees hired after the effective date of the JPA shall have an anniversary date the same as date of hire.

ARTICLE 39. PROBATIONARY PERIOD

All appointments after the effective date of the JPA shall be tentative and subject to a probationary period of twelve (12) months. The Fire Chief may extend the probationary period for specified cause(s) that shall be provided in writing to an employee. All probationary employees who are being placed on an extended probationary period shall be given written notice of the extension prior to the expiration of their probationary period. In the event no such notice is given, the employee shall be considered to have successfully completed his/her probationary period. An employee who is in a position that is reclassified shall not be required to complete an additional probationary period. The probationary period shall be regarded as a part of a continuing testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his or her position, and for rejecting any probationary employee whose performance does not meet the required standards of work. The Fire Chief may release the probationary employee from JPA employment without cause at any time during the probationary period.

ARTICLE 40. PROMOTION

Transfer of an employee to a higher range shall result in an increase in salary. The employee's salary shall be placed on the salary step of the new range which would result in at least a five percent (5%) increase in salary compared to the employee's existing salary. All current employees shall be given consideration for a position opening that will be filled by promotion if they meet the minimum requirements for the position on the date the announcement closes. In the event the promoted party is removed during the probationary period from the position to which promoted, the employee shall not be considered demoted but shall be returned to the range from which promoted if their former position is still available. An employee's annual performance evaluation and potential for merit increase will coincide with their promotional date and annually thereafter. A promoted employee shall retain his or her anniversary date held prior to promotion.

ARTICLE 41. POSITION CLASSIFICATION

Classification Changes: During the course of this M.O.U., the JPA and the Union shall notify the employee concerned in case of contemplated change in job content as contained in the classification descriptions that were in effect at the beginning of the agreement.

Working Out of Classification: The term "working out of classification" is defined as a Management-authorized, full-time assignment to a budgeted position on a temporary basis, wherein an individual holding a classification within a lower compensation range performs all significant duties. Pay for working out of classification shall be as follows:

- A. Employees appointed to unfilled positions on an "out of classification" basis will receive acting pay within the range of the higher classification beginning the first day of the assignment
- B. Employees appointed to a position for vacation, sick leave, or other leave of absence coverage will receive acting pay within the range of the higher classification beginning after three (3) consecutive workdays (72 hours) of assignment in the acting position.

Such acting pay shall be a minimum of five percent (5%) over the employee's current salary.

"Out of classification" provisions do not apply to work assignments performed in connection with specific predetermined apprenticeship or training programs or declared conditions of emergency and/or disaster.

ARTICLE 42. TRANSFERS

Transfer of an employee to a position within the employee's current range shall not affect the employee's salary range. Transfer of an employee to a position within a higher range shall be considered a promotion. Transfer of an employee to a lower range shall be considered a demotion.

ARTICLE 43. TEMPORARY POSITIONS

The Fire Chief may temporarily promote an employee only after entering into a written agreement of the terms of such temporary promotion with the employee.

ARTICLE 44. RESIGNATION

An employee wishing to leave his/her employment with the JPA in good standing shall file with his/her supervisor a written resignation stating the effective date of his/her resignation. The resigning individual shall file such written resignation at least two (2) weeks in advance of the effective termination date, if possible.

ARTICLE 45. DEMOTION

Transfer of an employee to a lower class shall result in reduction of salary unless approved otherwise by the Fire Chief. The employee's salary shall be placed in the identical step in the lower class that the employee enjoyed in the class from which demotion was made.

Demotion can be made for cause, which shall be provided to the employee in writing by the Fire Chief prior to any action taking place. Demotion for disciplinary reasons may be appealed through the grievance procedure by the demoted employee. Demotion for other reasons is not appealable.

ARTICLE 46. LAYOFFS AND DISPLACEMENT

The JPA shall determine when lay-offs are to occur. The Fire Chief shall be responsible for the implementation of a lay-off order of the JPA in accordance with the procedures outlined below:

- A. After determining a lay-off is needed within the Union, the order of lay-offs shall be as follows:
 1. Probationary employees (promotional probation excluded), in the order to be determined by the appointing authority;
 2. For regular full-time employees within the Union, lay-offs shall be

governed by seniority and job performance. Seniority is defined by Article 14.

A regular employee being laid-off shall be the employee with the least seniority and who is in the lowest job performance category defined by their two most recent performance evaluations. Employees in Category 1 with the lowest seniority will be laid-off first, followed by employees in Category 2, then Category 3, and finally Category 4. Should two employees with the same seniority date have the same scoring on their two most recent performance evaluations, then the third most recent evaluation overall rating shall be used.

Job performance categories shall be defined as follows.

Category 1:

Performance that is unsatisfactory, below standard, needs improvement, unacceptable or does not meet minimum standards.

Performance defined by this category is evidenced by an employee's two most recent performance evaluations with an overall rating that falls within the lowest two categories of the performance appraisal report.

Category 2:

Performance that is average, competent, or meets performance standards.

Performance defined by this category is evidenced by an employee's two most recent performance evaluations with an overall rating that falls within the middle performance category of the performance appraisal report.

Category 3:

Performance that is above average or exceeds performance standards or expectations.

Performance defined by this category is evidenced by an employee's two most recent performance evaluations with an overall rating that falls within the second highest performance category of the performance appraisal report.

Category 4:

Performance that is outstanding or superior.

Performance defined by this category is evidenced by an employee's two most recent performance evaluations with an overall rating that falls within the top performance category of the performance appraisal report.

B. Recall List

Names of employees laid-off shall be placed on a recall list for a period of two years. Laid-off employees will be recalled in reverse order of lay-off only once before being removed from the list for the job they held before being laid-off. Recall lists shall be used for filling those classes requiring substantially the same minimum qualifications, duties and responsibilities of the class from which the lay-off was made.

C. Appointment of Laid-Off Employees to Vacant Class

The Fire Chief, in agreement with the employee, may appoint an employee who is to be laid-off to a vacancy in a class for which he or she is qualified. He/she will still remain on the recall list for the job from which he/she was laid-off.

D. Employee Reassignments (bump back procedure)

1. Employees who have been promoted during their service with the JPA and previous departments may bump back in their career series to a position they formerly held, if there is an employee in the lower classification with less seniority than the employee who wants to bump back. The intent is to have the last person hired be the first person to be laid-off.
2. Reassignment rights may be exercised only once in connection with any one lay-off, and shall be exercised within twenty (20) calendar days from the date of the notice of the lay-off, by written notice from the employee.
3. The bumping right shall be considered exercised by the displacement of another employee with lesser total seniority or by the acceptance of a vacant position in the class with the same or lower salary.
4. Employees who bump back will be placed on the salary range for the position they bumped back to at the step closest to their salary in the position they vacated.
5. Employees who are reassigned (bump back) are to be placed on a recall list for the position they have vacated.
6. Employees on lay-off shall be recalled in the inverse order of lay-off, provided no intervening factors have occurred which essentially change the ability of the employee to perform the offered employment.

E. The JPA will notify recognized employee organizations of the effective date of any reduction in force concurrent with the notice to the affected employee(s) pursuant to F, below.

F. Notice of Lay-off to Employees

1. An employee to be laid-off shall be notified in writing of the impending action at least sixty (60) calendar days in advance of the effective date of the lay-off. The notice shall include the following information.
 - a. Reason for lay-off.
 - b. Effective date of lay-off.
 - c. Employee rights as provided in these rules.
2. Local 4403 shall receive concurrent notice and shall be granted an opportunity to meet and consult with the JPA to discuss proposed alternatives to a reduction in force.

G. Removal of Names From Recall Lists

1. The Fire Chief may remove an employee's name from a recall list if any of the following occur:
 - a. The individual indicates that he/she will be unable to return to employment with the JPA during the life of the list; or
 - b. The individual cannot be reached after reasonable efforts have been made to do so. The JPA shall utilize certified mail when contacting individuals; or
 - c. The individual refuses one recall offer at his/her previous job. Individuals shall have ten (10) calendar days to respond to the offer of recall and an additional thirty (30) calendar days to return to work.

H. Employee Rights and Responsibilities

1. In addition to others identified herein, employees affected by these procedures shall have the following rights:
 - a. An employee who has been laid-off shall be paid in full for his/her unused accrued vacation leave and compensatory time on their final paycheck.
 - b. When an individual is recalled, he/she shall be entitled to:
 - (1) Retain his/her seniority date and anniversary date less the amount of time of the lay-off.
 - (2) Accrue vacation leave at the same rate at which it was

- accrued at the time of the lay-off.
- (3) Have any unused sick leave reinstated.
 - (4) The same retirement formula prior to lay-off, assuming that the employee has not withdrawn his/her PERS funds. If an employee has withdrawn funds, he/she will be reinstated to the retirement formula which is currently in effect for all newly hired employees unless the employee notifies PERS prior to being reinstated that he/she wishes to redeposit the withdrawn funds and PERS allows the employee to be reinstated at the previous retirement formula.
2. An individual recalled into the job from which he/she was laid-off shall be assigned to the same salary range and step he/she held at the time of the lay-off. An individual recalled into a job classification other than the classification from which he/she was laid-off shall be assigned to the salary range of the new classification at the amount closest to the salary he/she earned at the time of the lay-off.
 3. If an employee bumps back to a lower job classification in lieu of a lay-off, he/she will not be considered laid-off. He/she will, however, be placed on a recall list for the higher job classification held prior to bumping back.
 4. A probationary employee who is recalled shall be responsible for completing his/her probationary time commitment.
 5. An individual who is recalled shall complete, upon return to the job, the same work time he/she would have had to work at the time of the lay-off to attain a higher vacation leave accrual rate or to become eligible for a salary step increase.
 6. The intent of the lay-off policy is to have the last hired the first laid-off.

ARTICLE 47. USE OF PRIVATE VEHICLE / MILEAGE RATE

No worker shall be required as a condition of obtaining or continuing JPA employment, to possess or provide a private vehicle for use in connection with his/her JPA employment. The JPA shall reimburse employees at the rate established by the JPA for use of personal vehicles when such employees agree to such use upon stated request of the JPA. Transportation to and from work shall not be reimbursed.

ARTICLE 48. PERSONNEL FILES

An employee or his/her designee may inspect his/her personnel file and obtain copies of any and all items in that file at the employee expense. A copy of all materials placed in an employee's personnel file shall be provided to the employee upon the employee's request.

No adverse comment may be entered into a personnel file without the employee having first read and signed the instrument. If, after reading the instrument the employee refuses to sign it, that fact shall be noted on that document, and signed or initialed by the employee. He/she then has thirty (30) calendar days to prepare a written response to any adverse comment entered into his/her file. The written response shall be attached to, and shall accompany, the adverse comment.

If an employee believes there is material in his/her file that is mistaken or unlawful, he/she may submit a request to correct or delete the disputed material. The agency then has thirty (30) calendar days to respond to the request.

ARTICLE 49. POSITION VACANCIES

Should the JPA determine that a vacancy would not be filled; such determination shall be made within one hundred and twenty (120) working days of the date upon which the worker vacated the position. Upon said determination the JPA will notify the workers in the affected department.

ARTICLE 50. OUTSIDE EMPLOYMENT

No full-time employee shall engage in outside employment or an enterprise that the Fire Chief may find unsuitable and in conflict with their municipal duties or responsibilities or that lessens their effectiveness as a JPA employee.

ARTICLE 51. MANAGEMENT RIGHTS

The JPA retains all its exclusive rights and authority under State law and JPA ordinances and expressly and exclusively retains its management rights, which include but are not limited to:

- A. the exclusive right to determine the mission of its constituent departments, commissions, boards;
- B. set standards and levels of services;
- C. determine the procedures and standards of selection for employment and promotions;
- D. direct its employees;
- E. determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
- F. maintain the efficiency of governmental operations;
- G. determine the methods, means, and numbers and kinds of persons by which

- government operations are to be conducted;
- H. determine methods of financing;
 - I. determine style and/or types of JPA-issued equipment to be used;
 - J. determine and/or change the facilities, methods, technology, means, organizational structure and composition of the work force, and allocate and assign work by which the JPA operations are to be conducted;
 - K. determine and/or change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all JPA functions, including, but not limited to, the right to contract for or subcontract any work, labor, services, or operations of the JPA;
 - L. assign work to and schedule employees in accordance with requirements as determined by the JPA and to establish and change work schedules and assignments upon reasonable notice;
 - M. establish and modify productivity and performance programs and standards;
 - N. discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law.

Local 4403 recognizes that the JPA has, and will continue to retain whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force performing those services in all respects, subject to this Memorandum of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievance about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment. Nothing in this Management Rights clause modifies the scope of representation defined on the Meyers-Milias-Brown Act.

ARTICLE 52. GRIEVANCE PROCEDURE

Purpose:

- A. This grievance procedure shall be the exclusive process to resolve grievances as the term is defined herein below:
- B. The purposes of this procedure are:
 - 1. To resolve grievances informally at the lowest level; and

2. To provide an orderly procedure for reviewing and resolving grievances promptly.

Definitions:

- A. Grievance means "a complaint by an employee concerning the interpretation or application of the provisions of this M.O.U. or of rules or regulations governing personnel practices or conditions, which complaint has not been resolved satisfactorily in an informal manner between the employee and his/her immediate supervisor."
- B. As used in this procedure, the term "immediate supervisor" means the individual so designated by the Fire Chief who assigns, reviews, and directs the work of an employee at the first level.

Time Limits:

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure; however, with the written consent of all parties, the time limitation for any step may be extended.

STEP 1

The grievance initially shall be personally discussed between the employee and his/her immediate supervisor. Within ten (10) calendar days of the meeting, the immediate supervisor shall give his/her decision or response.

STEP 2

- A. If the grievance is not informally resolved to the satisfaction of the grievant in Step 1, a formal grievance may be initiated. A formal grievance must be initiated no later than:
 1. Thirty (30) calendar days after the event of circumstances occasioning the grievance; or
 2. Within ten (10) calendar days of the Step 1 decision rendered in the informal grievance procedure, whichever is later.
- B. However, if the Step 1 informal grievance procedure is not initiated within the period specified in subsection (1) above, the period in which to bring the grievance shall not be extended by subsection (2) above.

- C. A Step 2 grievance shall be initiated in writing on a form prescribed by the JPA and shall be filed with the person designated by the Fire Chief as the first level of appeal. The employee may be represented by a representative of his/her choice.
- D. The grievant shall cite the specific provision(s) of the then currently effective Memorandum of Understanding, ordinance, resolution, practice, procedure, or written rule claimed to have been violated, set forth the facts that purportedly constitute such violation, and the specific remedy sought.
- E. Within ten (10) calendar days after the initiation of the Step 2 grievance, the first level of appeal person shall investigate the grievance and give his/her decision in writing to the grievant.

STEP 3

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision within ten (10) calendar days to the Fire Chief or his/her designated representative. The employee may be represented by a representative of his/her choice.
- B. The Fire Chief or his designated representative shall respond in writing within ten (10) calendar days of receipt of the grievance to the grievant. If the Fire Chief or his/her designated representative determines it is desirable, he/she shall hold a conference(s) or otherwise investigate the matter.

STEP 4

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 3, he/she may, within ten (10) calendar days of receipt of the decision, invoke the right to have the grievance resolved through mediation utilizing the California State Mediation and Conciliation Service.
- B. Local 4403 representatives and the Fire Chief, or his/her representative, shall meet to select a qualified, impartial mediator from the list of five potential hearing officers provided by the State Mediation and Conciliation Service. Each party shall alternately strike one name from the list until one name remains.
- C. The mediation shall be convened as soon as is possible after the notice. The decision of the mediator shall be advisory to the Fire Chief.
- D. Expenses shall be borne by the party incurring the expense.

STEP 5

- A. If the original action or decision being grieved was made by the Fire Chief, and the grievant is not satisfied by the decision rendered pursuant to Step 4, he/she

may appeal the decision within ten (10) calendar days of the receipt of the decision to an Appeal Board consisting of the City Managers and General Manager of the JPA member agencies. The employee may be represented by a representative of his/her choice. The Appeal Board shall render a decision and respond in writing within forty-five (45) calendar days of the receipt of the grievance. The Appeal Board shall consider the recommendation of the mediator and may hold a conference(s) or otherwise investigate the matter as it deems appropriate.

ARTICLE 53. UNION ACTIVITIES

- A. Local 4403 shall provide the Fire Chief with a list of all authorized Local 4403 representatives and the list shall be kept current.
- B. An employee and/or his/her Local 4403 representative may, when and to the extent necessary, take official JPA time without loss of compensation in order to participate in the investigation and processing of a grievance, as provided for in this MOU, upon notification and approval of the immediate supervisor or his/her designee.
- C. The Fire Chief will approve one employee and/or Local 4403 representative to take official JPA time to investigate and process a grievance, when and to the extent necessary, and only if it will in no event adversely affect the operational, security, or safety requirements of the JPA. It is understood that the employee and/or Local 4403 representative shall make every reasonable effort to perform any of the above activities on off-duty time.
- D. The JPA agrees that members of the Local 4403 who are working when a union meeting is scheduled, shall be permitted to attend the meeting on JPA time, provided such hours do not interfere with completing the daily work duties. Local 4403 agrees that union meetings on JPA time shall be limited to no more than three (3) hours per month. Additional time may be granted with the approval of the Fire Chief.

Union release time regarding wages, hours, and/or working conditions, meet and confer items, negotiations, discipline, or any item initiated by the JPA will not be limited to the above mentioned three (3) hours per month.

ARTICLE 54. UNION ACCESS TO WORK LOCATIONS

- A. The JPA agrees that the authorized Local 4403 representative shall be granted access to work location(s) to participate in investigation and processing of grievances per the grievance procedure of the MOU or to observe working conditions, upon approval of the Fire Chief, when to the extent necessary.
- B. Local 4403 shall provide the Fire Chief with a list of all authorized Local 4403 representatives, and the group shall keep the list current.

- C. Upon notification and approval of the Fire Chief or his/her designee, an authorized Local 4403 staff member is permitted to communicate with the employee(s) and/or Local 4403 representatives on official JPA time without said employee(s) and/or Local 4403 representatives' loss of compensation. It is not the intent of this section to allow general Association meetings on JPA time but, rather, to allow investigation and discussion of working conditions, grievances, and safety issues.
- D. It is understood that every reasonable effort shall be made to perform the above activities on off-duty time.

ARTICLE 55. UNION USE OF JPA FACILITIES

- A. Local 4403 may, with prior approval of the Fire Chief, be granted the use of JPA facilities for meetings of Group members, provided space is available. No use fee will be charges.
- B. The JPA agrees to furnish bulletin board space of reasonable size for posting of Local 4403 materials.

ARTICLE 56. UNION MEET AND CONFER REPRESENTATION

Two (2) Local 4403 representatives shall constitute the maximum on duty number of employees for meet and confer sessions with JPA representatives on JPA time during representatives working hours for the purpose of meeting and conferring in good faith without loss of pay or any benefits.

ARTICLE 57. DISSOLUTION OF THE JPA

If at any time, any one party or all parties choose to dissolve their association with the JPA and reestablish their own independent Fire Department, Union members that were previously employed with said party(ies) would have the first right to return to their previous employer.

ARTICLE 58. NO STRIKE/NO LOCKOUT

The Group agrees that during the term of the Memorandum of Understanding, neither the Group nor the employees it represents will engage in, encourage, sanction, support, or suggest any strikes. The employer agrees that it will not lockout any of its employees during the term of this Memorandum of Understanding.

ARTICLE 59. NONDISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without discrimination in accordance with state and federal law.

Employees may elect to exercise their right to join and participate in the activities of Local 4403 for the purposes of representation in all matters of their working conditions and employer-employee relations. The parties agree that there shall be no restraint, coercion, or interference with any employee with respect to or because of the employee's membership in said unit. The JPA and Local 4403 agree that each employee shall be treated equally, fairly, and with dignity and respect.

Local 4403 and the JPA agree to support the Affirmative Action Program established by the JPA and that there shall be no discrimination within their respective organizations because of race, religion, creed, color, national origin, ancestry, disability (mental and physical), medical condition, marital status, sex, age, sexual orientation, political belief, Union membership, or any other item protected by law.

Any party alleging a violation of this article shall have the burden of providing the existence of a discriminatory act or acts and/or proving that, but for such act or acts, the alleged injury or damage to the grievant would not have occurred.

Discrimination complaints based on unit membership and/or activity shall continue to be subject to the grievance procedure.

ARTICLE 60. M.O.U. IMPLEMENTATION

Both parties agree that the terms of this Memorandum of Understanding supersede provisions of all other practices, Memorandum of Understanding, resolutions, and rules of the JPA that conflict with provisions of this Agreement.

ARTICLE 61. MAINTENANCE OF BENEFITS AND TERMS AND CONDITIONS

All benefits, terms and conditions of employment enjoyed by unit employees as of the effective date of the JPA and any side letter agreements reached after that date, shall remain in full force and effect unless modified by a subsequent Memorandum of Understanding or by mutual agreement, in writing, of the parties.

ARTICLE 62. SAVINGS CLAUSE

Should any provision of this Agreement be held inoperative, void, or invalid by a Court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby, and the parties shall meet and confer for the sole purpose of arriving at a mutually satisfactory replacement of such provision.

REPRESENTATIVES OF THE
FIVE CITIES FIRE JOINT POWERS
AUTHORITY

REPRESENTATIVES OF IAFF
LOCAL 4403

DATE: _____

DATE: _____

STEVEN ADAMS
CITY MANAGER
CITY OF ARROYO GRANDE

PATRICK IREY
IAFF LOCAL 4403

RAFFAELE MONTEMURRO
GENERAL MANAGER
OCEANO CSD

PATRICK FERGUSON
IAFF LOCAL 4403

BOB PERRAULT
CITY MANAGER
CITY OF GROVER BEACH

BRIAN LEATHERS
IAFF LOCAL 4403

MARNIE BARRETT
HUMAN RESOURCES COORDINATOR
CITY OF GROVER BEACH

MARK SEARBY
IAFF LOCAL 4403

KAREN SISKO
HUMAN RESOURCES MANAGER
CITY OF ARROYO GRANDE



Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730

FAX (805) 481-6836

June 09, 2010

TO: BOARD OF DIRECTORS, OCSD

FROM: RAFFAELE F. MONTEMURRO, GENERAL MANAGER

SUBJECT: RESOLUTION NO. 2010 - 12: REQUESTING THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF SAN LUIS OBISPO TO CONSOLIDATE ITS BIENNIAL ELECTION WITH THE NOVEMBER 2, 2010 CONSOLIDATED GENERAL ELECTION

On November 02, 2010, pursuant to the Uniform District Elections Law, the District will be conducting a General District Election for two seats on the Board of Directors. Two Board members' terms expire on December 1, 2010: Director (VP) Pamela Dean and, Director Lori Angello. Pursuant to Elections Code §10555 the General District Election may be combined with other elections pursuant to Part 3 (commencing with Section 10400). Historically, your Board has requested that the General District Election be consolidated with the State-wide election as a cost savings measure and as an accommodation to the voters of this District.

The attached Resolution requests that the County Board of Supervisors consolidate the General District Election with all other elections to be held on November 2, 2010.

THE RECOMMENDED ACTION BEFORE YOUR BOARD is to: by Board discussion, public comment, motion, second, and roll call vote, adopt OCSD Resolution 2010 - 12, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OCEANO COMMUNITY SERVICES DISTRICT REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN LUIS OBISPO TO CONSOLIDATE ITS BIENNIAL ELECTION WITH THE NOVEMBER 2, 2010 CONSOLIDATED GENERAL ELECTION.

Agenda Item 06 09 2010 8.d.

T:/Agenda/BdMtgAgenda/2010/2010 06 09/RESO 08-13

OCEANO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2010 - 12

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OCEANO COMMUNITY SERVICES DISTRICT REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN LUIS OBISPO TO CONSOLIDATE ITS BIENNIAL ELECTION WITH THE NOVEMBER 2, 2010 CONSOLIDATED GENERAL ELECTION

WHEREAS, an election shall be conducted on November 2, 2010, for Oceano Community Services District pursuant to the Uniform District Election Law commencing with Elections Code §10500; and,

WHEREAS, pursuant to Elections Code §10555, said election may be consolidated with any other election pursuant to Part 3 (commencing with Section 10400); and,

WHEREAS, The Board of Directors requests the San Luis Obispo County Board of Supervisors consolidate Oceano Community Services District's General Election with any other election which may be held on the same day.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors as follows: The Board of Supervisors of San Luis Obispo County is hereby requested to consolidate the General District Election of this District to be held on November 2, 2010, with all other elections held on the same date. This request is made pursuant to Elections Code §10555 and 10400, et seq. The Board of Directors agrees to reimburse, upon presentation of a bill, the County of San Luis Obispo in full for services performed relating to this election.

Upon the motion of _____, seconded by _____, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing Resolution is hereby passed and adopted this 9th day of June, 2010.

VERN DAHL, PRESIDENT

ATTEST:

RAFFAELE F. MONTEMURRO, SECRETARY

Agenda Item 06 09 2010 8.d.

**EMPLOYMENT AGREEMENT
(General Manager)**

THIS EMPLOYMENT AGREEMENT (General Manager) (the "Agreement") is made and entered into as of July 1, 2010, by and between **OCEANO COMMUNITY SERVICES DISTRICT** ("Employer") and **RAFFAELE F. MONTEMURRO** ("Employee"), with reference to the following facts:

- A. Employer is a California community services district, duly organized and validly existing as such under California Government Code Section 61000, et. seq.
- B. Employee is a person experienced in performing administrative and executive functions for public agencies and is the currently acting general manager for Employer.
- C. Employer wishes to extend and modify Employee's employee as its General Manager and Secretary to the Employer's Board of Directors (the "Board"), and Employee wishes to accept such extension and employment from Employer, all on terms and conditions specified herein.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties hereto agree as follows:

1. **TRUTH OF RECITALS.** All of the matters specified in Recitals A. through C. above are true and correct as of this Agreement's date.
2. **ENGAGEMENT.** Employer hereby engages Employee to perform and Employee hereby accepts such engagement and agrees to perform the services of Employer's General Manager and Secretary to the Board, and to perform such other duties as may be assigned by Employer to Employee in such capacity. In connection therewith, it is agreed between the parties that Employee's duties shall include, but not be limited to performing the services, duties and responsibilities contemplated by the Board adopted job description and duty statement for the General Manager attached hereto as Exhibit "A" and such other duties as may from time to time be assigned by Employer.

In connection therewith, the parties acknowledge that Employee currently is employed by Employer under a employment agreement having a term ending June 30, 2010, as extended and modified by action of Employer at its April 28, 2010 meeting. This Agreement is intended to supersede the previous agreement and to consolidate in a single document all the terms and conditions related to Employee's employment with Employer.

3. **TERM.** This Agreement's term shall be for a period commencing as of July 1, 2010 ("Start Date") and ending June 30, 2011, and shall be automatically renewed for successive periods of one (1) year, unless terminated as provided herein. Employer and Employee acknowledge and understand that the dates specified herein are used as dates for which the obligations, duties, and compensation contained herein shall govern the employment relationship

between Employer and Employee, and is not meant to guarantee term certain employment. As such, the parties expressly agree that Employee is an “at-will” employee and nothing in this Agreement shall prevent, limit or otherwise interfere with the Employer’s right to terminate Employee’s employment at any time, subject only to the provisions of Section 11 hereof. Termination shall require a majority vote of the then existing Board.

Likewise, nothing in this Agreement shall prevent, limit or otherwise interfere with Employee’s right to resign at any time subject only to the provisions of Section 11 hereof.

Acknowledging that Employee is currently employed by Employer, the Start Date shall be the date used as the date that the modified compensation and benefits, as listed in Section 10, begin to accrue.

4. **EMPLOYEE DUTY — STANDARD OF PERFORMANCE.** Employee agrees that to the best of Employee’s ability and experience, Employee, at all times, shall loyally and conscientiously perform all of the duties and obligations required of Employee either expressly or impliedly by this Agreement’s terms.

5. **EMPLOYEE DUTY — DEVOTION OF TIME.** During this Agreement’s term:

a. Employee shall devote substantially all of Employee’s entire productive time, ability and attention to the Employer’s operations.

b. Employee shall not engage in any other business, commercial or professional duties or pursuits whatsoever without Employer’s prior written consent except for the expenditure of reasonable amounts of time for educational, charitable or professional trade organization activities if those activities do not materially interfere with the services required under this Agreement.

Except as provided in this Section 5, this Agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this Agreement.

6. **EMPLOYEE DUTY — PHYSICAL EXAMINATION.** Employee agrees to submit, upon reasonable notice and at the Employer’s expense, to a physical examination by a physician selected by Employer and to execute in advance, any and all documents necessary and proper to cause the release of all reports and test results from such examination to Employer. All such reports and information garnered therefrom shall be held in strict confidence by Employer.

7. **FACILITIES AND STAFF PROVIDED.** Employer shall provide for Employee, the offices, facilities, equipment, supplies, personnel, and such other items as are reasonably required for conducting Employer’s operations and the reasonable execution of Employee’s duties.

8. **EMPLOYER DUTY — SUPERVISION.** All work performed by Employee shall be subject to review and modification by Employer as to the duties to be performed and their manner of performance. The power to direct, control, and supervise the duties to be performed, and the time and manner of performing said duties shall be exercised by the Board.

Employee's normal work week shall be as arranged at such time or times and on such schedule or schedules as may from time to time appear necessary and appropriate to accomplish the duties assigned to Employee pursuant hereto. The parties agree that as a senior management level employee, Employee is an "exempt employee" under the Fair Labor Standards Act and applicable state laws. In connection therewith, the parties agree that the nature of Employee's work is such that he will be required to devote a great deal of time outside of the Employer's normal office and business hours and businesses in general; including night meetings.

9. COMPENSATION — BASE. Employer agrees to pay Employee and Employee hereby agrees to accept as compensation for performing the services hereunder:

a. For the period from October 1, 2009 through June 30, 2010, Employees compensation shall be as provided on the prior agreement.

Commencing July 1, 2010 Employer agrees to pay Employee and Employee hereby agrees to accept as compensation for performing the services under this Agreement:

i. A base salary at the annual rate of EIGHTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$87,500.00), equivalent to SEVEN THOUSAND TWO HUNDRED NINETY-ONE AND 67/XX (\$7,291.67) (rounded up) per month, prorated for any partial employment period and payable in such installments as prevail for Employer's general employees and adjusted from time to time as hereinafter provided.

ii. Annual adjustments in Employee's base salary in accordance with the following schedule:

Fiscal Year (July 1 – June 30)	Base Salary Increase (%)
2011-2012	0.00 %
2012-2013	2.00 %
2013-2014	0.00 %
2014-2015	2.50 %

b. Additional compensation as follows:

i. Payment of both the Employer and Employee's contribution to the Public Employees Retirement System in the same manner as is accorded to Employer's other employees.

ii. Sick leave, holiday, vacation, administrative leave, leave without pay and bereavement leave benefits in the same manner as is accorded to all of Employer's other employees, with the modifications herein noted.

iii. Employee shall accrue and have credited to his personal account, vacation time of ten (10) working days per annum (two weeks), increasing to fifteen (15) working days per annum (three weeks) after four (4) years of continuous service to the Employer. Unused vacation benefits cannot be carried forward from one year to the next. The District will buy back

unpaid vacation and administrative leave at 100% on the anniversary of the Employee's hire date. Holidays that occur during Employee's vacation will not be counted as a vacation day.

iv. Sick leave shall accrue at the rate of one (1) day per month. If Employee leaves the District in good standing, he shall have the option of converting his accrued sick leave hours into retirement credit with the Public Employee's Retirement System, not to exceed twelve days (96 hours) total.

v. Employee is entitled to a total of five (5) days of administrative leave per year in addition to earned vacation time. These administrative leave days may be taken at the Employee's discretion. Administrative leave cannot be carried forward from year to year.

vi. Reimbursement for or payment directly on Employee's behalf of all reasonable professional development expenses incurred by Employee in carrying out his duties hereunder, including expenditures for memberships, subscriptions, conferences and educational activities of professional associations. Provided however, that such expenditure or reimbursement shall be allowed only if it has been included within Employer's existing or subsequently approved budget and if Employee furnishes to Employer adequate records and other documentary evidence to substantiate the expenditures as a budgeted item, and in the case of travel expenditures, only to the extent that Employee complies with Employer's adopted travel policies.

vii. General Manager's duties require that he have the use at all times during his employment with Employer of a personal automobile. As reimbursement for the cost of use and operation of such automobile, Employer agrees to pay Employee the sum of three hundred dollars (**\$200.00**) per month for travel within the District and the County of San Luis Obispo, plus mileage reimbursement at the then current IRS rate for travel outside San Luis Obispo County.

viii. Inclusion in and contribution from Employer to Employer's available group health insurance plan in the same manner as is accorded to Employer's other employees. If Employee voluntarily chooses to not be covered by the available group health insurance he will be granted an equivalent dollar amount for what Employer would pay for such coverage, as additional salary. If the cost of this available group health insurance change, has an increase or reduction, this amount of additional compensation will be adjusted to reflect the new cost.

There shall be deducted from the payments of salary and other compensation paid to Employee all sums required for state and federal income and all other employment taxes now applicable or that may be enacted and become applicable to the compensation paid and benefits supplied to Employee, subject only to this Section 9.b.

10. PERFORMANCE EVALUATION.

a. The Board shall review Employee's performance annually during June of each year in accordance with specific criteria developed jointly by the Board and Employee. Said criteria may be added to or deleted from as the Board may from time to time determine. Further, the Board President shall provide Employee with a summary written statement of the Board's findings and provide Employee with an adequate opportunity to discuss his evaluation with the

Board.

b. Annually, the Board and Employee shall define such goals and performance objectives which they determine necessary for Employer's proper operation, and in the attainment of the Board's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

11. TERMINATION.

a. Except as otherwise provided herein, Employer may terminate this Agreement on three (3) months written notice to Employee. Unless otherwise agreed by the parties, Employee shall continue to work and receive all compensation and benefits during the notice period. Alternatively, the Board, in its sole discretion, may immediately terminate Employee by written notice to that effect and in such event, Employer shall pay Employee a lump sum cash payment equal to three (3) months base salary. Provided however, that if Employee is terminated for good cause, then Employer shall have no obligation to pay such severance pay. For the purposes of this Agreement, "good cause" includes, but is not limited to each of the following:

- i. A material breach of the terms of this Agreement.
- ii. A failure to perform his duties in a professional and responsible manner consistent with generally accepted professional standards.
- iii. Conduct unbecoming the position of General Manager or likely to bring discredit or embarrassment to Employer.
- iv. Removal from office by a Grand Jury.
- v. Intentional or gross misconduct.

b. If Employee voluntarily resigns his position, Employee shall provide Employer with two (2) months advance notice unless the parties agree otherwise.

c. Except as otherwise provided herein, this Agreement expressly is declared to create an "at will" employment and is terminable at any time by either party without notice.

12. BONDING. Employer shall bear the full cost of any fidelity or other bonds required of Employee by law to perform his duties.

13. INDEMNIFICATION. Employer shall indemnify, defend, and hold Employee harmless against any claim, demand, suit or other action, whether groundless or otherwise, arising out of any alleged act or omission occurring as a result of Employee's good faith performance of his duties hereunder on Employer's behalf, to the fullest extent allowed by law.

14. NOTICE. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served on, or given to any party to this Agreement by

any other party to this Agreement shall be in writing and shall be deemed properly delivered, served, or given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first class, postage pre-paid, addressed to:

IF TO EMPLOYER: Board of Directors
Oceano Community Services District
P.O. Box 599
Oceano, CA 93475

With a copy to: Ryan W Fothergill
KIRK & SIMAS
2550 Professional Parkway
Santa Maria, CA 93455

IF TO EMPLOYEE: Raffaele F. Montemurro
2807 South Halcyon Road
Arroyo Grande, CA 93420

Any party to this Agreement may change the address for the purposes of this Section by giving written notice of such change in accordance herewith.

15. INTEGRATION. This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to Employee's employment by Employer and contains all of the promises, covenants, and conditions between the parties with respect to such employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party which are not embodied herein and that no other agreements, statements, or promises not contained in this Agreement shall be valid or binding.

16. MODIFICATION. This Agreement may be amended or modified only by an instrument in writing, stating the amendment or modification, executed by the parties hereto and attached to the end of this instrument; and in Employer's case, approved by the Board.

17. GOVERNING LAW/VENUE. This Agreement shall be governed by and construed in accordance with California law. If it is necessary to institute any action to enforce any right granted herein or to redress any alleged breach hereof, then the exclusive venue for such action shall reside with the applicable branch of the Superior Court for San Luis Obispo County, California.

18. HEIRS AND SUCCESSORS. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

19. SEVERABILITY. If any portion of this Agreement is held unenforceable or inoperative for any reason, such shall not affect any other portion of this Agreement, but the remainder shall be as effective as though such ineffective portion had not been contained herein.

20. ATTORNEY'S FEES. If it is necessary for either party to this Agreement to institute an action to enforce any right granted hereunder or to redress the breach of any provision of this Agreement, then the prevailing party in such action, in addition to any other award made by the Court, shall be entitled to his reasonable attorney's fees and costs incurred in prosecuting such action and the enforcement of any judgment entered in such action, all in an amount to be determined by the Court. Any judgment entered in such action shall include a specific provision authorizing the recovery of attorney's fees and costs incurred in enforcing such judgment.

IN WITNESS WHEREOF the parties have executed this instrument at Oceano, California as of the date and year above first written.

"EMPLOYER"

"EMPLOYEE"

Oceano Community Services District

By:

Vern Dahl
President

Raffaele F. Montemurro

Gina Davis
Deputy Secretary to the Board

Approved as to form:

Ryan W Fothergill
Assistant District Legal Counsel

**EXHIBIT "A" TO
EMPLOYMENT AGREEMENT
(General Manager)**

Adopted Job Description and Duty Statement

[Adopted Job Description and Duty Statement follows on next page.]

EXHIBIT "A"

OCEANO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2010 - 13

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OCEANO COMMUNITY
SERVICES DISTRICT DECLARING A 1986 CHEVROLET PICKUP SURPLUS AND
AUTHORING DISPOSAL

WHEREAS, the District's Utility Operations Supervisor has determined that OCSD Utility Department Vehicle CC20903, a 1986 Chevrolet pickup, VIN 1GBGC24M5GJ117032, is surplus to the needs of the District; and,

WHEREAS, the Utility Operations Supervisor has recommended that the 1986 Chevrolet be disposed of through the Air Pollution Control Board Auto Return program; and,

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Oceano Community Services District that the aforementioned 1986 Chevrolet pickup, Model CC20903, is surplus property and that the Board authorizes staff to dispose of the aforementioned vehicle as delineated above.

Upon the motion of _____, seconded by _____, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing Resolution is hereby passed and adopted this 9th day of June, 2010.

VERN DAHL, PRESIDENT

ATTEST:

RAFFAELE F. MONTEMURRO, SECRETARY

Agenda Item 06 09 2010 8.g.

Smog Check Vehicle Inspection Report (VIR)

Vehicle Information

Test Date/Time: 12/09/2008 @ 13:19

Model Year: 1986	Make: CHEVROLET	Model: C20 PICKUP
License: 483139	State: CA	VIN: 1GBGC24M5GJ117032
Engine Size: 5.7 L	Type: Truck	Transmission: Automatic
GVWR: 8499	Test Weight: N/A	Cylinders: 8
Odometer: 97287	Certification: California	VLT Record #: 08539
Fuel Type: Gasoline	Exhaust: Single	Inspection Reason: Change of Ownership

Overall Test Results

Thank you for performing the needed emissions-related repairs to your vehicle. These repairs help California reach its daily goal of removing an extra 100 tons of smog-forming emissions from the air.

Smog Check Certificate Number: NG291252
DMV ID Number: 3075G201N622

Your Smog Check certificate has been electronically transmitted to DMV.
Your certificate is valid for 90 days from date of issuance.
Please keep this copy for your records.

1st 175 served

\$800.00

1-800-717-7624

Emission Control Systems Visual Inspection/Functional Check Results

(Visual/Functional tests are used to assist in the identification of oxides of nitrogen, crankcase and cold start emissions which are not measured during the Idle test)

Result	ECS	Result	ECS	Result	ECS
Pass	PCV	Pass	Thermostatic Air Cleaner	Pass	Fuel Evaporative Controls
N/A	Catalytic Converter	Pass	Air Injection	N/A	MIL/Check Engine Light
Pass	EGR Visual	Pass	Vacuum Lines to Sensors/ Switches	Pass	Carb./Fuel Injection
Pass	EGR Functional	Pass	Ignition Timing: 8 BTDC	Pass	Other Emission Related Components
Pass	Fuel Cap Functional	Pass	Wiring to Sensors	N/A	Oxygen Sensor
Pass	Fuel Cap Visual	N/A	Fillpipe Restrictor	Pass	Liquid Fuel Leaks
Pass	Spark Controls				
N/A	Fuel Evaporative Controls Functional				

Idle Emission Test Results

Test	RPM	%CO ₂		HC (PPM)			CO (%)			Results
		MEAS	MEAS	MAX	AVE	MEAS	MAX	AVE	MEAS	
Idle	876	9.4	7.5	150	40	52	1.20	0.10	0.10	PASS
2500 RPM	2619	10.7	5.7	180	35	0	1.20	0.20	0.20	PASS

MAX = Maximum Allowable Emissions

AVE = Average Emissions For Passing Vehicles

MEAS = Amount Measured

Repair Actions

Initial Timing (Secondary) Repaired
Other-Ignition System (Secondary) Repaired

Repair Costs

Total Repair Time: 1.0 hours
Emission-Related Repairs (Parts): \$0
Emission-Related Repairs (Labor): \$80
Tamper Repairs (Parts and Labor): \$0
Estimated Costs of Additional Repairs: \$0
Hourly Labor Rate: \$0
Emission-Related Repairs (Parts - LIRAP): \$0
Emission-Related Repairs (Labor - LIRAP): \$0

Smog Check Inspection Station Information

Z & Z Automotive #3
1940-A Cienega St. Oceano CA. 93445
805-473-3433
Station Number: RC252097

Technician Name/Number: ZUNIGA, MANUEL/EB006864
Repair Tech Name/Number: ZUNIGA, MANUEL/EB006864
Software Version/EIS Number: 0403/ES721272

I certify, under penalty of perjury, under the laws of the State of California, that I performed the inspection in accordance with all bureau requirements, and that the information listed on this vehicle inspection report is true and accurate. Pretest repairs performed on this vehicle were not tamper related.

12-9-08
Date

Mdy
Technician's Signature

Need DMV Printout of Registration history.
FAX Copy of ~~DMV~~ Pink slip to & explain how we knew about the program, saw it online while filling out permit for APCO.



Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730

FAX (805) 481-6836

June 09, 2010

TO: Board of Directors, OCSD

FROM: Raffaele F. Montemurro, General Manager

SUBJECT: CLEANING AND INSPECTION OF DISTRICT SEWER AND WATER LINES

Public Contracts Code Section 22050(c)(1) requires that if the governing body orders any action after the emergency has been declared, the governing body shall review the emergency action at its next regularly-scheduled meeting and at every regularly-scheduled meeting thereafter until the action is terminated, to determine, by four-fifths vote, that there is need to continue the action.

THE RECOMMENDED ACTION BEFORE YOUR BOARD is to: by Board discussion, public comment, motion, second, and roll call vote, determine, by four-fifths vote, that there is a need to continue the action.

Agenda Item 06 09 2010 1a.



Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730

FAX (805) 481-6836

June 09, 2010

Sue Kowal
SLO County Planning & Building Department
976 Osos St., Room 200
San Luis Obispo, CA 93408

**SUBJECT: APN 062,303,014 and 015; OCSD PROJ #6260; CO PM #04-0502
OWNER/PROJECT: DACEY/LOT SPLIT**

Dear Ms. Kowal:

The Fire Department has reviewed the Fire Safety Plan for the above captioned building permit. All Fire Department requirements have been satisfied, and the Fire Safety Plan is approved.

If you have any questions, or require further information, please feel free to call.

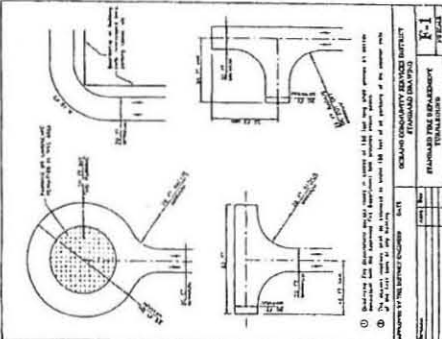
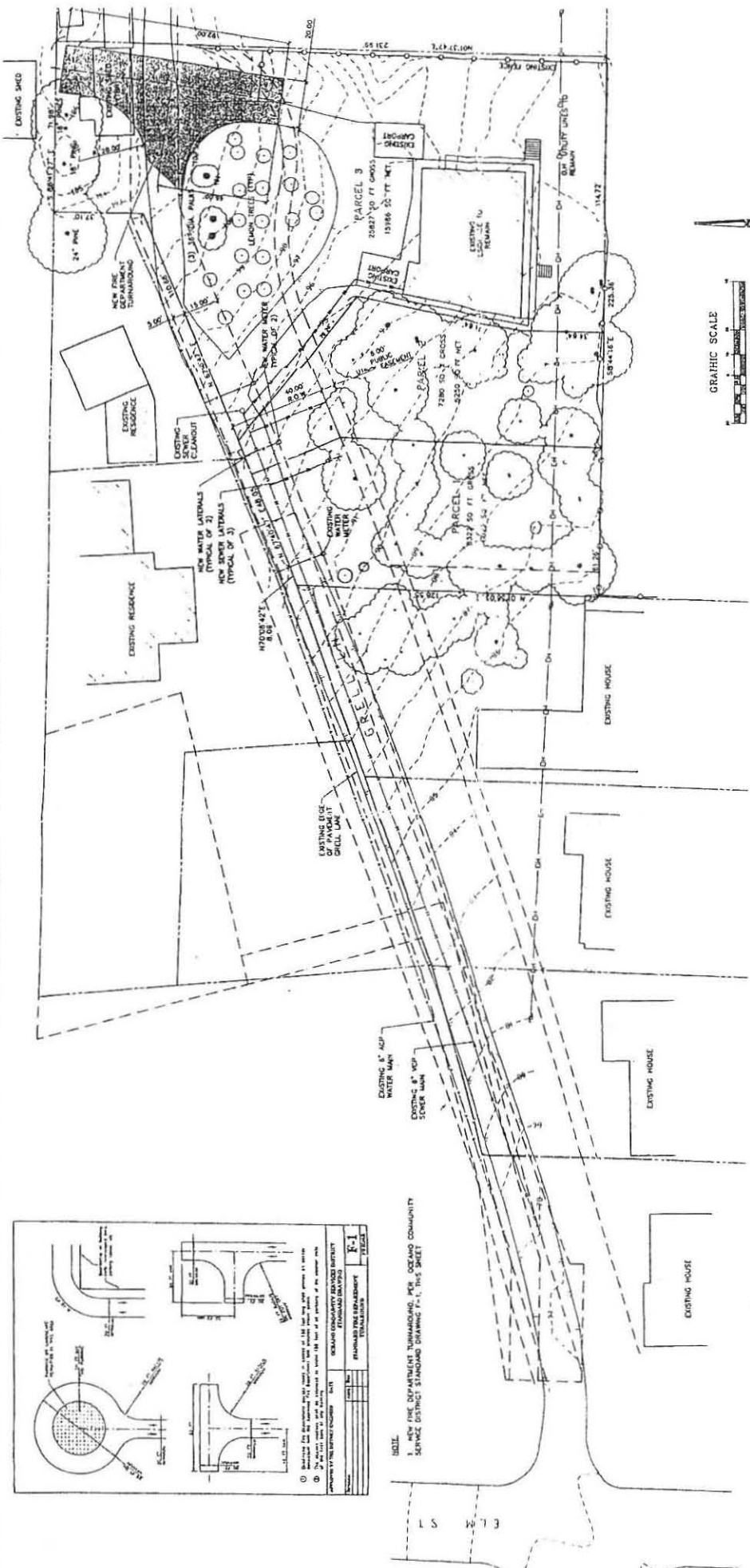
Respectfully submitted,

OCEANO COMMUNITY SERVICES DISTRICT

By Philip T. Davis, Utility Operations Supervisor
For Raffaele F. Montemurro, General Manager

RFM//PTD/sw

Agenda Item 06 09 2010 10.b.



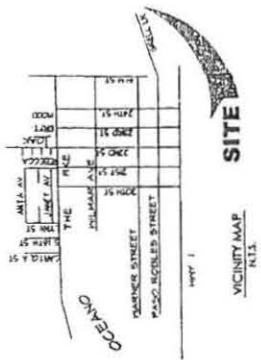
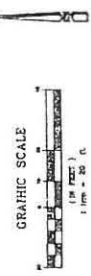
OMNI DESIGN GROUP, INC.
 11000 S. GARDEN AVENUE, SUITE 100
 GARDEN CITY, CALIFORNIA 92345
 (951) 641-1512
 www.omnidesigngroup.com

EXHIBIT A-1
FIRE DEPARTMENT TURNAROUND

DATE: 02/20/09
 CDS: JDM / BT/CA

PROJECT INFORMATION
 PROJECT LOCATION: 2719 GRELL LANE, OCEANO, CA 93645
 ASSESSOR'S PARCEL NUMBER: APN# 063-003-014 & D12
 TENTATIVE PARCEL MAP: CD04-0592

OWNER: CONCE MCINTOSH, 2719 GRELL LANE, OCEANO, CA 93645
APPLICANT: TOM GEAR, 3118 FIRE CIRCLE DRIVE, PISMO BEACH, CA 93449, (805) 441-1512





Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730

FAX (805) 481-6836

June 09, 2010

Sue Kowal
SLO County Planning & Building Department
976 Osos St., Room 200
San Luis Obispo, CA 93408

SUBJECT: APN 062,062,303,061; OCSD PROJ #6435
OWNER/PROJECT: BRENNAN / ADDITION TO EXISTING DECK

Dear Ms. Kowal:

After reviewing information concerning the above County permit application, OCSD has determined that this project falls under the EXCEPTION OF CONTENT REQUIREMENT (Section 22.05.082, a (3)). As a result, the District will not require the builder to submit a fire safety plan.

If you have any questions, or require further information, please feel free to call.

Respectfully submitted,

OCEANO COMMUNITY SERVICES DISTRICT

By Philip T. Davis, Utility Operations Supervisor
For Raffaele F. Montemurro, General Manager

RFM//PTD/sw

Agenda Item 06 09 2010 10.c.

Vicinity

Red-lined sheet

↓ S. 101

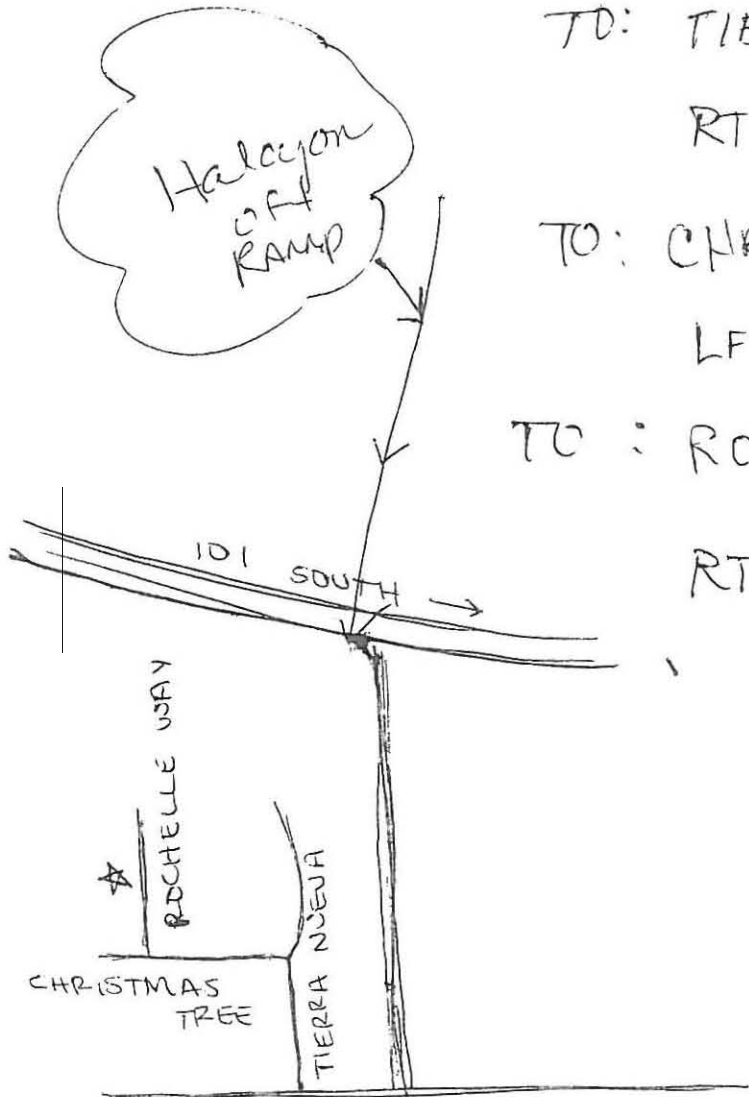
TO HALCYON (SOUTH)
ON HALCYON

TO: HWY 1 - (CIENAGA)
RT - (WEST)

TO: TIERRA NUEVA
RT - (NORTH)

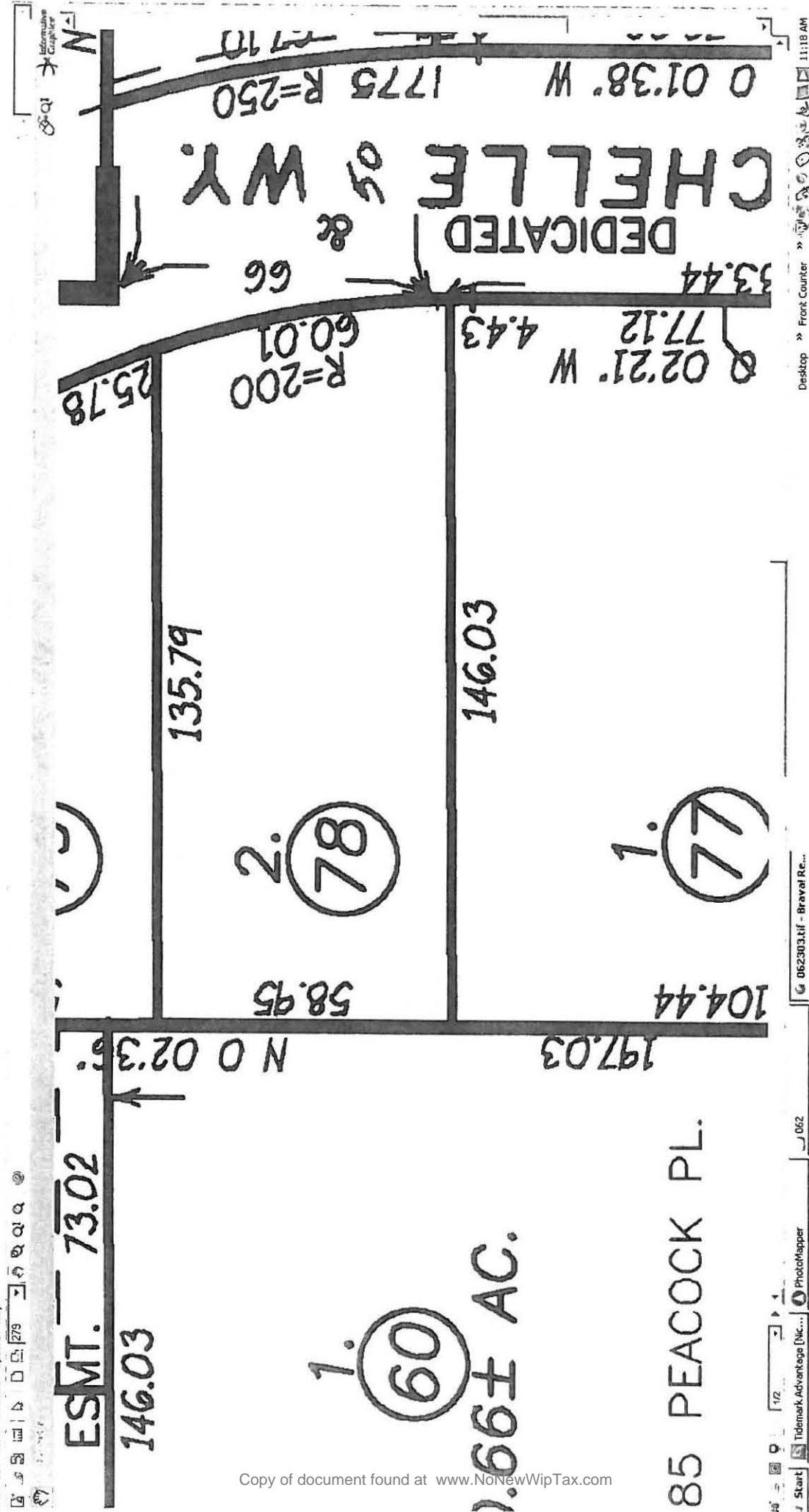
TO: CHRISTMAS TREE
LFT (WEST)

TO : ROCHELLE WAY
RT (NORTH).



PUBLIC WORKS
 LUP/SUED
 Planner (if applic)
 Comments:
 Reviewed by
 To Plans Examiner

Case: PMT2009-01788
 BRENNAN ROBERT N
 Project APN 062-303-078
 Add/Alt Single Family Dwelling
 ADD/ALT TO EXISTING SFD - ADD 204 SF
 TO EXISTING DECK & STAIRWAY
 01770 ROCHELLE WY OCHO



ESMT. 73.02

146.03

1. (60)

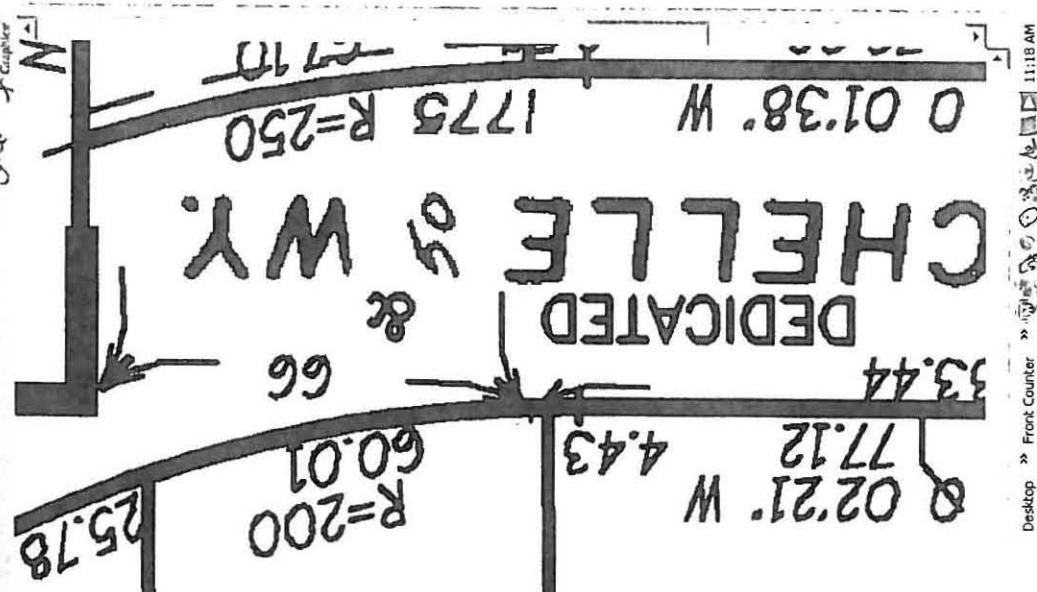
1.66± AC.

85 PEACOCK PL.

2. (78)

1. (77)

(77)



R=200
60.01

02.21 W
77.12

DEDICATED

CHELLE of WY.

01.38 W
1775 R=250

25.78

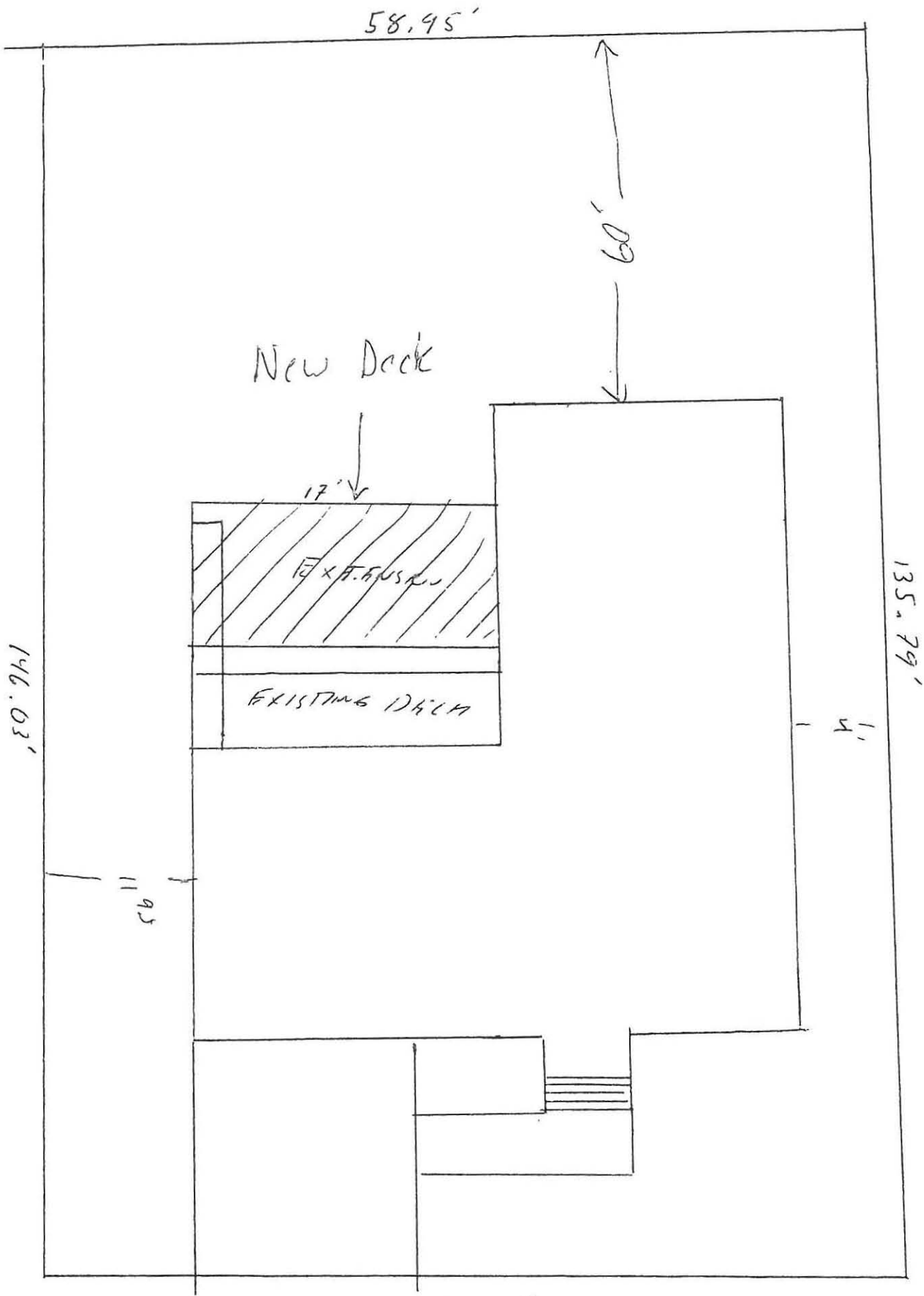
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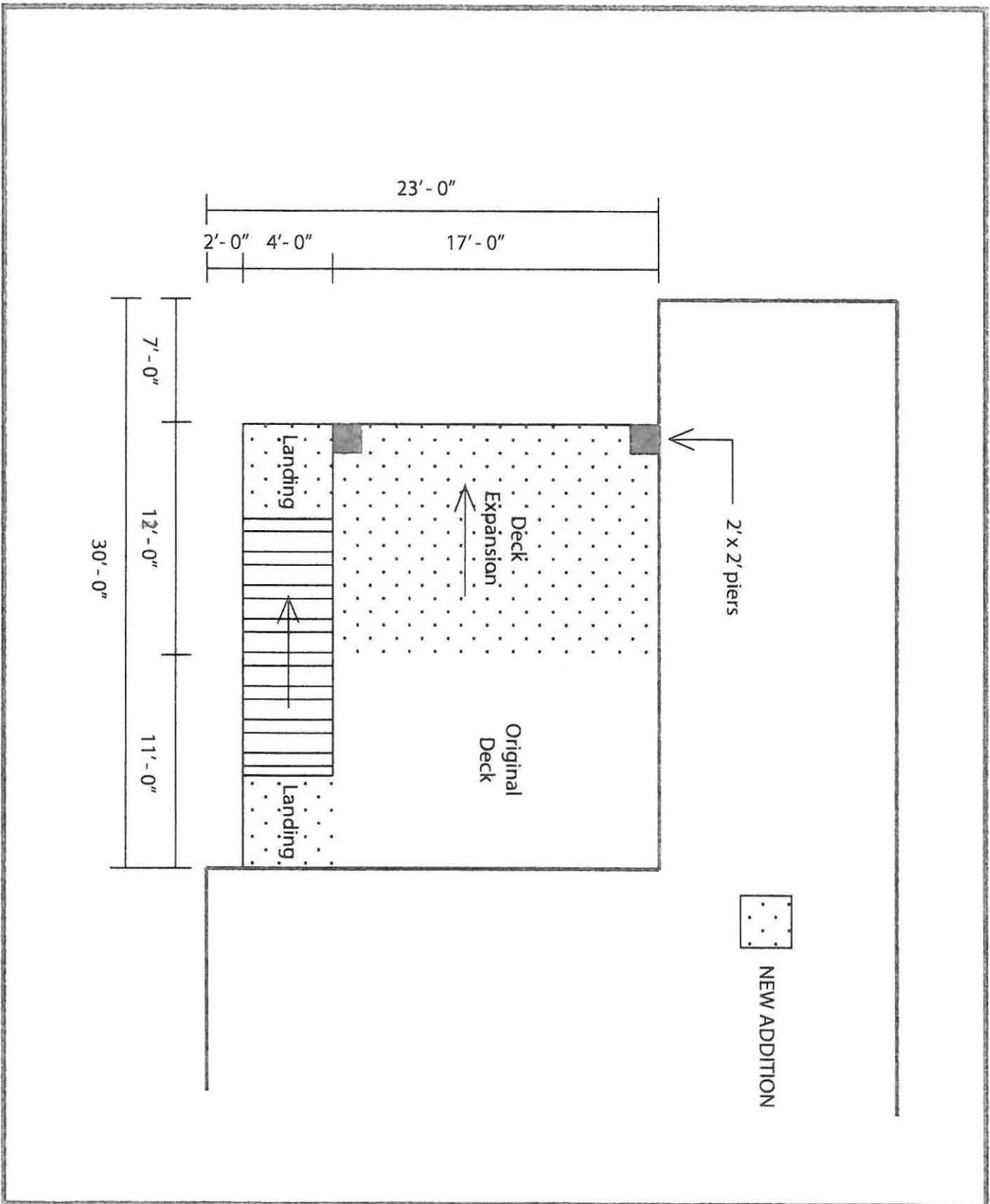
66

4.43

33.44







ADDITION FLOOR PLAN

2. Proposed Main



CONCRETE
FOOTING 36" x 36" x 48"

HOUSE

18'

GUARD RAIL 36"

WOOD BRACKET 5" x 12" BRONZE
CONNECTION
DETAIL?

6x6" POST

POST 2'
BASE

3' x 2' POST

4' x 4' LAGONS

WOOD BRACKET 36" x 36" x 48"
WOOD BRACKET 36" x 36" x 48"