

RESOLUTION NO. 2021-45

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AGREEING TO THE ALLOCATION OF PROPERTY TAXES AND UKIAH VALLEY FIRE DISTRICT PARCEL TAXES UPON THE ANNEXATION OF THE CITY OF UKIAH BY THE UKIAH VALLEY FIRE DISTRICT.

WHEREAS:

1. On May 14, 2021, the City Council of the City of Ukiah ("City") adopted Resolution No. 2021-21 In Support of the Ukiah Valley Fire Protection District's Application to Initiate Proceedings for the Annexation of the City of Ukiah and to Initiate Proceedings to Amend the Fire District's Sphere of Influence to Include the City of Ukiah, a true and correct copy of which is attached hereto as Exhibit A; and
2. On May 18, 2021, the Board of Directors of the Ukiah Valley Fire District ("District") adopted Resolution No. 2021-04 to Initiate Proceedings for the Annexation of the City of Ukiah and to Initiate Proceedings to Amend the District's Sphere of Influence ("SOI") to Include the City of Ukiah, a true and correct copy of which is attached hereto as Exhibit B; and
3. On May 19, 2021, the District filed an application ("the Application") with the Mendocino County Local Agency Formation Commission ("LAFCo") to amend its SOI to include the City and to annex the City into the District; and
4. Under Revenue and Taxation Code ("R&TC") Section 99, upon filing the Application, the Executive Officer of LAFCo is required to give notice of the filing to the Mendocino County assessor and auditor specifying each local agency whose service area or responsibility will be altered by the jurisdictional change; and
5. On July 1, 2021, the Executive Officer gave the required notice to the assessor and auditor; and
6. On or about August 27, 2021, the Executive Officer supplemented the required notice with the list of Assessor's Parcels Numbers (APNs), as required by the LAFCo application form; and
7. On September 17, 2021, the Assessor completed its preliminary report including the identification of the assessed valuations and the tax rate areas in the City; and
8. Upon receipt of that report, the Auditor commenced the estimated analysis of property tax revenue generated within the City that is the subject of the annexation during the current fiscal year and the allocation factors with respect to the estimated property tax revenue that is subject to a negotiated exchanged between the City and the District; However that report is not yet completed in advance of the meeting at which this resolution has been presented for adoption; and
9. For the reasons set forth in City Council Resolution No. 2021-21 (Exhibit A) and District Resolution No. 2021-04 (Exhibit B), and based on the following findings, the City Council and the District Board of Directors at a joint meeting determined and agreed that they did not need the information from the assessor and auditor to agree that the annexation of the City by the District should not change the allocation of property taxes in the City, finding that:

A. Because of the joint provision of fire services within the City and the District under the JPA there will not be a significant change in service responsibility between the City and the District as result of the annexation.

B . The JPA establishes how the cost of the combined fire service will be apportioned between the City and the District so an exchange of property tax revenue is not required.

C. The additional revenue from extending the District's special taxes to assessor parcels in the City is the revenue the City and the District have determined is necessary to meet the immediate funding needs of the Ukiah Valley Fire Authority.

NOW, THEREFORE, BE IT RESOLVED that:

1. Upon finalizing the annexation of the City into the District, the apportionment of property taxes in the City shall not change and no portion of those taxes shall be exchanged with the District. Based on that agreement, the District will not receive a share of the property taxes from tax rate areas within the City, including tax increments, in all future fiscal years.
2. The City Council acknowledges and agrees that pursuant to Government Code Section 57330 upon the annexation of the City by the District, the special taxes as approved in District Measures J and B, as explained in the attached Exhibit B, Recital Nos. 5 and 6, will apply to all parcels in the City of Ukiah. The Mendocino County assessor and auditor are authorized to assess and collect those special taxes on behalf of the District in compliance with District Ordinance 97-1 and charge the fees therefor as agreed between the District and the County pursuant to Government Code Section 29304. The net revenue produced by those special taxes shall be retained by the District for its use in performing under the Joint Powers Agreement between the City and the District, as it now reads or as it may be hereafter amended.

PASSED AND ADOPTED by the City Council of the City of Ukiah this 21st day of September 2021 by the following roll call vote.

AYES: Councilmembers Crane, Duenas, Brown, and Mayor Orozco
NOES: None
ABSENT: Councilmember Rodin
ABSTAIN: None


Juan V. Orozco, Mayor

ATTEST:

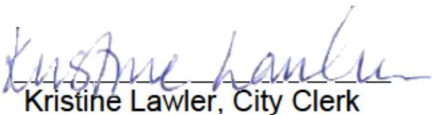

Kristine Lawler, City Clerk

EXHIBIT A

RESOLUTION NO. 2021-21

RESOLUTION BY THE CITY OF UKIAH IN SUPPORT OF THE UKIAH VALLEY FIRE PROTECTION DISTRICT'S APPLICATION TO INITIATE PROCEEDINGS FOR THE ANNEXATION OF THE CITY OF UKIAH AND TO INITIATE PROCEEDINGS TO AMEND THE FIRE PROTECTION DISTRICT'S SPHERE OF INFLUENCE TO INCLUDE THE CITY OF UKIAH

WHEREAS:

1. The Ukiah Valley Fire Protection District ("District") and the City of Ukiah ("City") began the process of consolidating the management and delivery of fire prevention and protection services (collectively "Fire Services") within their respective jurisdictions in 2017 by entering and operating under an Agreement for Shared Management of Fire Departments ("2017 JPA"), dated July 1, 2017; and
2. Pursuant to the 2017 JPA, the City and the District consolidated the provision of Fire Services under the name "Ukiah Valley Fire Authority" by (1) sharing the use of District fire stations, (2) making all fire protection personnel City employees, (3) combining the fire fighting equipment and assets of the City and the District to provide Fire Services to the City and District under one unified command structure, headed by a Fire Chief, serving both the City and the District; (4) reducing District costs and taking advantage of economies of scale by having the City provide the District with financial and general services, including accounts payable, procurement, billing and accounts receivable, general accounting and reporting, budget development and monitoring, human resources and clerical services as requested by the District; and (5) creating an Executive Committee, consisting of two City Council members and two District Board members, to coordinate decision-making by the governing bodies of the City and the District; and
3. Under the 2017 JPA, upon the recommendation of the Executive Committee the City Council and District Board of Directors adopt an annual budget for the combined operations of the Ukiah Valley Fire Authority with the understanding that the annual shared costs of operation should be shared equally by the District and the City; and
4. The District's revenues consist exclusively of its share of property taxes imposed on property within the District as determined by Division 1, Part 0.5, Chapter 6, beginning with Section 50 of the Revenue and Taxation Code and two special taxes adopted by 2/3 of District voters as Measures J and B (collectively, "Measures J and B"); and
5. Subject to the lawful approval of the voters within the Fire District, the Fire District Board adopted Resolution 97-1 on February 12, 1997, and adopted Ordinance 97-1, on March 12, 1997, ("Measure J") which imposed a special tax of \$50.00 per identified unit upon certain parcels of property based on that parcel's use; provided however, that in the event a subject property has more than one actual use, only the single highest and best use of the property be subject to the special tax.
6. The Fire District Board held a public hearing on another special tax on June 11, 2003 ("Measure B"). A hearing on Measure B was held on November 4, 2003, and, having been approved by over 2/3 of District voters, Measure B was imposed and became effective on July 1, 2004. Measure B levies a rate of \$10.00 per unit using the uniform schedules and rates found in Section 7 of Ordinance 97-1, calls for Measure B to be collected in the same manner and subject to the same penalty as, or with, other charges and taxes fixed and collected as agreed to with Mendocino County, and provides that Measure B shall be levied in addition to any other tax that the District is authorized by law to collect and receive.

5. The combined District revenue from property tax and Measures J and B do not produce enough revenue for the District to pay its full share of the budgeted annual expenses and required capital expenditures of the Ukiah Valley Fire Authority; and
6. On June 17, 2020, the District and the City entered an Amended and Restated Agreement for Shared Management of Fire Departments ("2020 Amended JPA"), which only becomes effective upon annexation of the City by the District; and
7. The 2020 Amended JPA can only be terminated by the mutual agreement of both the City and the District. Accordingly, neither party can terminate the 2020 Amended JPA unless both parties agree that termination will not prejudice the ability of the parties to provide fire prevention and protection services after the agreement is terminated; and
8. Health and Safety Code ("HSC") § 13810 expressly authorizes the District to annex territory within the boundaries of the City; and
9. In 2005 the City voters approved Advisory Measure T which advises the City Council to use all the proceeds from the half-cent sales tax enacted by Measure S to fund public safety services, including police and fire services; and
10. HSC § 13911 empowered the District to levy the special taxes enacted as Measures J and B pursuant to Government Code § 50075 et seq.; and
11. Under Gov Code §57330 any territory in the City annexed to the District will become subject to the special taxes previously enacted within the District as Measures J and B; and
12. Annexation of the City by the District will provide necessary additional revenue to the District to enable it to fund its share of the costs of providing Fire Services through the Ukiah Valley Fire Authority to its residents and businesses and to enable the District and the City to staff the Ukiah Valley Fire Authority, make needed capital improvements to the District's fire stations and facilities, and acquire much needed equipment to effectively provide Fire Services and to better cope with the increasing risk of emergency; and
13. The District and the City have determined that the District is to serve as lead agency for purposes of complying with the California Environmental Quality Act ("CEQA"); and
14. The City is not currently within the District's Sphere of Influence ("SOI") and therefore, to effect the Fire Services Annexation, the District's SOI must be amended to include the City (the "Fire District Sphere Amendment"); and
15. The City desires for the District to initiate the Fire Services Annexation and the Fire Services Sphere Amendment.

NOW, THEREFORE, the Council of the City of Ukiah does hereby resolve and order as follows:

1. That the current circumstances, including the precarious financial situation of the Ukiah Valley Fire Authority and the drought affecting water supply outside of the city limits during a time of increased threat of fire, makes the Fire District Annexation and Fire District Sphere Amendment a matter of paramount importance to the health and safety of the residents of the Ukiah Valley.

2. That, after review of the Fire District's Justification of Proposal to Annex the City of Ukiah (the "Fire Services Annexation Proposal") the City supports the Fire District's submittal of the Fire District Annexation Proposal to Mendocino LAFCo.,.
3. That, after review of the Fire District's Justification of Proposal to Amend the Fire District's Sphere of Influence (the "Fire District Sphere Amendment Proposal"), the City supports the Fire District's submittal of the Fire District Sphere Amendment Proposal to Mendocino LAFCo.
4. The City understands that the Fire Services Annexation Proposal and the Fire District Sphere Amendment Proposal are made, and requests that proceedings be taken, pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, commencing with section 56000 of the California Government Code.
5. A map of the territory proposed to be affected by the Fire District Annexation and the Fire District Amendment is set forth in Attachment 1, attached hereto and incorporated herein, and is inhabited, adjacent, and contiguous to the District's boundaries.
6. The City understands that, once approved, the Fire District Annexation Proposal will be consistent with the District's amended Sphere of Influence.
7. The City requests that approval of the Fire Services Annexation be consistent with the terms and conditions as set forth in the 2020 Amended JPA, attached hereto as Attachment 2.
8. The City consents to the levying of taxes, including Measures J and B, and to the allocation of those taxes to the District for those taxes' respective purposes and as will be determined by the County Auditor pursuant to Revenue and Taxation Code Section 99(b)(2).
9. The City Manager and City staff and agents are hereby directed and authorized to take any and all actions necessary to support the Fire District in effecting the Fire Services Annexation and the Fire District Sphere Amendment, and are hereby directed to provide the City Council with an update on the status of those efforts during the first regular City Council meeting of every month.

PASSED AND ADOPTED by the Council of the City of Ukiah this 19th day of May 2021 by the following roll call vote.

AYES: Councilmembers Crane, Rodin, Duenas, Brown, and Mayor Orozco
NOES: None
ABSENT: None
ABSTAIN: None



Juan Orozco, Mayor

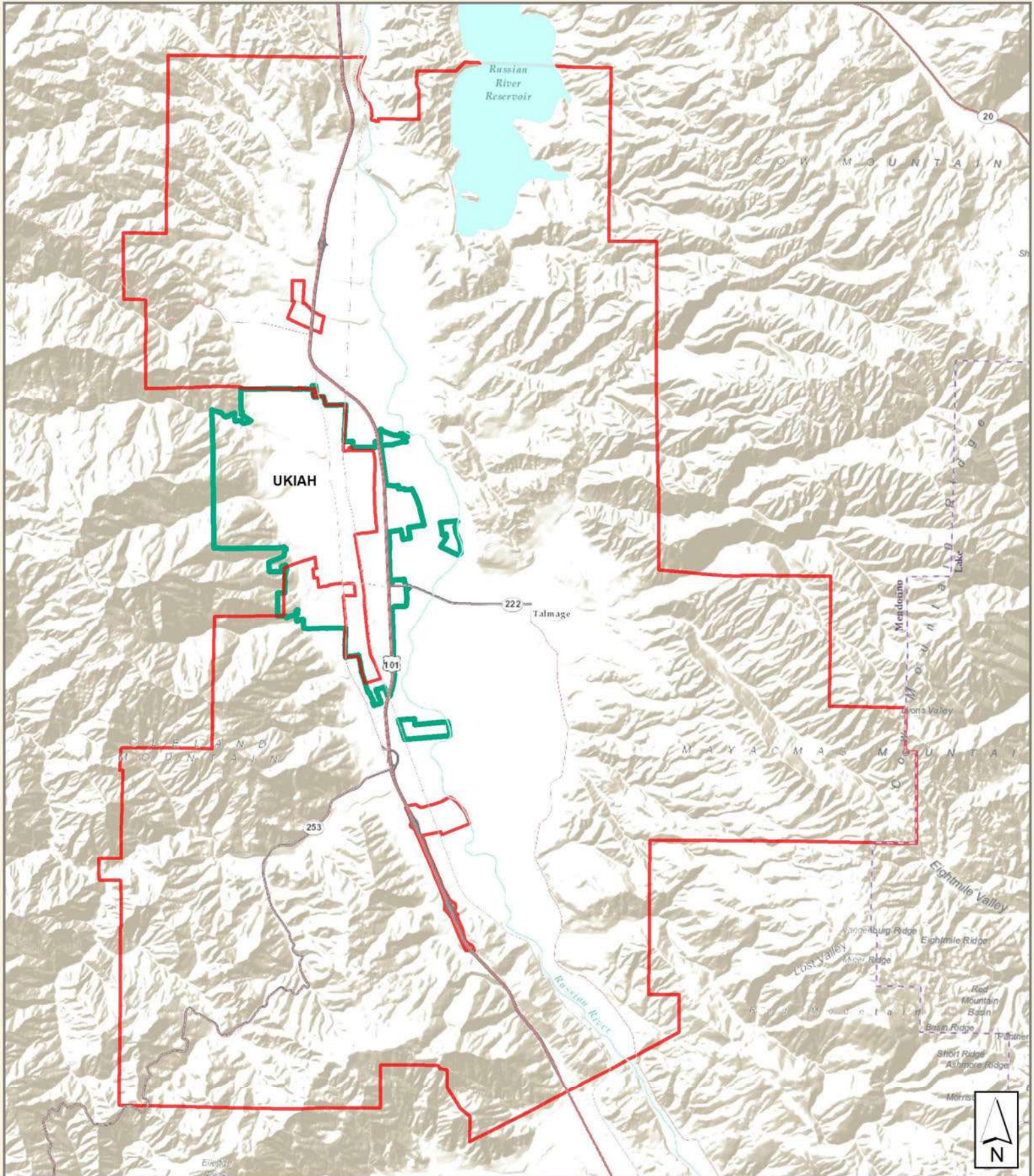
ATTEST:



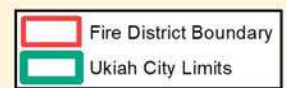
Kristine Lawler, City Clerk

FIRE DISTRICT AND CITY LIMITS

ATTACHMENT 1



This map is a guide. Every reasonable effort has been made to ensure the accuracy of the map and data provided. Parcel lines are not intended to represent surveyed data.



0 6,000 12,000 Feet

AMENDED AND RESTATED AGREEMENT FOR SHARED MANAGEMENT OF FIRE DEPARTMENTS

THIS AGREEMENT amends and restates in its entirety the Agreement for Shared Management of their respective Fire Departments, which became effective on July 1, 2017, between the City of Ukiah, a general law municipal corporation ("City") and the Ukiah Valley Fire Protection District, a California fire protection district formed pursuant to Health and Safety Code Sections 13800 et seq. ("District"), (collectively the "Parties" and individually a "Party"), all of which are organized and existing under and by virtue of the Constitution and the laws of the State of California. This Agreement between the Parties shall become effective if and when the annexation of the entire City by the District becomes final and effective.

WITNESSETH:

WHEREAS, the Parties are each empowered by law to acquire sites, construct, equip, staff, maintain, operate and lease public buildings and related facilities to provide fire, medical, and other emergency services; and

WHEREAS, the Parties desire to maximize use of the existing resources, create cost saving opportunities, reduce duplication, maintain local control and continue to deliver fire, medical, and other emergency services at a high level of service; and

WHEREAS, the Parties desire to accomplish the aforesaid purpose by jointly exercising their common powers in the manner set forth in this Agreement; and

WHEREAS, the Parties are authorized to jointly exercise their powers pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1, Sections 6500 through 6530, of the Government Code of the State of California,

NOW, THEREFORE, the Parties, for and in consideration of the mutual benefits, promises, and agreements set forth herein, AGREE as Follows:

Section 1. Purpose

This Agreement is made pursuant to California Government Code Section 6500, et seq., hereinafter referred to as the "Act," to permit the joint exercise of certain powers common to the Parties. The purpose of this Agreement is to exercise these powers jointly by managing, equipping, maintaining, and operating fire, medical, and other emergency services to said Parties. Such purpose will be accomplished and common powers exercised in the manner set forth in this Agreement. The Parties may use the designation "Ukiah Valley Fire Authority" to identify the provision of the services provided under this Agreement, including on equipment, uniforms, buildings, letterhead, phone and other directories; provided, however, that the use of such designation shall not be deemed to create a separate legal entity or to change the liability of the Parties or change the contractual obligations of the Parties under this or any other agreements. All pre-existing obligations, rights, and privileges of the Parties shall continue hereunder, subject to the terms and conditions of this Agreement.

The legislative bodies of the Parties shall jointly meet a minimum of twice a year to review the activities and operation of this Agreement including a joint review of the annual budget development and a mid-fiscal year review. The Parties may call for additional joint meetings, as may be needed from time to time.

Section 2. Service Level

The Parties shall jointly coordinate an emergency response system inclusive of emergency medical response (EMS), structural firefighting, wildland firefighting, public education, hazardous material response, disaster response, rescue, fire prevention inspections, fire investigations and related public safety, managerial and administrative services, to the extent and in the manner consistent with this Agreement and approved annual budgets.

Section 3. Term

This Agreement shall become effective if and when the annexation of the entire City by the District becomes final and effective. and shall be binding upon all parties hereto, and shall thereafter continue in full force and effect until such

time as the Parties agree to terminate the Agreement, in the manner set forth in Section 9 or 10.

Section 4. Fire Executive Committee

- A. The Parties hereby agree that the duties set forth in Section 5 of this Agreement shall be conducted by an administrative entity to be known as the "Fire Executive Committee" whose membership shall consist of two appointees from each Party's legislative bodies.
- B. Meeting of the Fire Executive Committee
 - 1. Regular Meetings of the Fire Executive Committee.
The Fire Executive Committee shall provide for its regular meetings; however, it shall hold at least one regular meeting each quarter. The Fire Executive Committee may call special meetings, as may be needed from time to time.
 - 2. The entire Fire Executive Committee shall constitute a quorum for the transaction of business. A majority vote of the members of the Fire Executive Committee is required to take action, although a lesser number of the Fire Executive Committee may adjourn for lack of a quorum to a date certain.
 - 3. The Fire Executive Committee shall comply with the Brown Act.
 - 4. For those duties of Fire Executive Committee requiring collaboration, the term "collaboration", "collaborate," or "collaborative" shall mean the meaningful and timely process of the members each seeking, discussing, and considering carefully the information and views of each Party in a manner that is cognizant of all Parties' values, reasonably attempting to reach agreement through cooperative efforts for the mutual benefit of the Parties. Collaboration among the members shall be conducted in a way that is mutually respectful of each Party's discretionary authority. If agreement cannot reasonably be reached among the members with respect to any particular, necessary action concerning matters within the discretionary authority of a particular Party to this Agreement, then the Party with discretionary authority shall take the action it determines appropriate in the exercise of its discretion.

Section 5. Powers and Duties of the Fire Executive Committee

- A. Common Powers
The Parties shall retain the legislative authority to exercise their common powers for the purposes of this Agreement. The Parties do not intend the Fire Executive Committee to be a legal entity, separate and apart from the Parties. The Fire Executive Committee is not a joint powers agency or authority, partnership, joint venture, or joint enterprise of any kind.
- B. Duties
The Fire Executive Committee shall take any and all actions within its authority as specified in this Agreement necessary and appropriate to implement the purposes of this Agreement, including, but not limited to, any or all of the following:
 - 1. Jointly develop and recommend to their respective legislative bodies an annual budget and cost apportionment plan for each of the Parties to participate in the cooperative efforts contemplated by this Agreement;
 - 2. Collaborate to ensure the cost for services are equitably shared among those receiving and/or benefiting from the services provided for under this Agreement;
 - 3. Collaborate with the employing Party regarding the appointment of the Fire Chief, who shall be responsible for coordinating and overseeing the cooperative efforts of the Parties in providing fire, medical and other emergency services in each jurisdiction, in a manner consistent with this Agreement;
 - 4. Collaborate to determine recommended service levels, facilities, apparatus, equipment and personnel in furtherance of each Party's participation in the cooperative efforts contemplated by this Agreement;
 - 5. Collaborate to identify and recommend comprehensive approaches for shared fire, medical, and other emergency services between the Parties including, but not limited to, governance, personnel, apparatus, equipment and facilities; and
 - 6. Collaborate to identify and recommend fire and emergency medical service policies, ordinances, and fees consistent with the cooperative efforts contemplated by this Agreement.

Section 6. Key Management Services

The services identified below ("Key Management Personnel/Services") shall be subject to this Agreement:

A. Fire Chief

1. The Fire Chief shall provide general administration and oversight of the Ukiah Valley Fire Authority, all in accordance with the requirements and expectations of this Agreement, statutory law, local ordinances, applicable City and District rules and regulations and the customary duties of a Fire Chief.
2. The Fire Executive Committee identified in Section 4 of this agreement shall provide advisory support to the Fire Chief. The Fire Chief shall coordinate and cooperate with each Party regarding the performance of services within their respective jurisdiction. Each Party shall provide direction to the Fire Chief regarding services or any desired special projects to be performed for each Party. The Fire Executive Committee shall collaborate regarding directions from their respective Parties, for the purpose of avoiding conflicting guidance or creating conflicts relating to priority of services.

B. Financial and General Services

1. The City agrees to provide financial and general services to the District for the term of the Agreement, including accounts payable, procurement, billing and accounts receivable, general accounting and reporting, budget development and monitoring, and other general services such as human resources and city clerk services as may be deemed necessary by the District.
2. The City will perform these services pursuant to any applicable state and federal law and pursuant to City policies and regulations, unless otherwise directed by the District in writing. The City shall perform procurement, contracting and personnel services in accordance with laws applicable to California cities, including, but not limited to, the Uniform Construction Cost Accounting Act, unless otherwise specifically directed by the District Board. The District shall be responsible for and for understanding the financial and other activities and information performed or related to the services provided by the City to the District under this Agreement. The City is not performing these services as the District's agent but as a service provider and the parties agree that the City does not assume a fiduciary duty to the District in the performance of these financial and general services.
3. The District shall compensate the City for Financial and General Services as approved in the annual Cost Apportionment Plan.

Section 7. Budget and Cost Apportionment Plan

- A. The Parties, in adopting their annual budgets, will determine the specific expenditures and costs to be shared among the Parties (the "Cost Apportionment Plan"). The Cost Apportionment Plan shall be developed by the Fire Executive Committee and recommended for approval by the Parties. Payment and credits under the Cost Apportionment Plan shall be based on actual expenditures.
- B. The Fire Executive Committee has the authority to fully implement the approved Budget and Cost Apportionment Plan. The Fire Chief, with the approval of Fire Executive Committee, may recommend expenditures and transfers or adjustments of amounts authorized by the Cost Apportionment Plan. However, neither the Fire Chief nor Fire Executive Committee may exceed the personnel staffing authorized except for temporary, strike team or emergency positions, either in number, position classification, or salary. In addition, neither the Fire Chief nor Fire Executive Committee may increase the total amount of the approved expenditure budget without the approval of the legislative body of each Party.

Section 8. Services to Other Agencies

The Fire Executive Committee, through this Agreement may recommend that the Parties provide fire, medical, and/or other emergency services to other agencies that are not already a party to this Agreement. Such services may be provided with the concurrence of all Parties and upon execution of an amendment to this Agreement by all Parties. The charges for such services shall be determined in accordance with the authority of the Parties under the provisions of Government Code section 55631, et seq.

Section 9. Withdrawal; Termination

A Party may withdraw as a party to this Agreement by mutual written agreement and consent of the City and District with a July 1st effective date unless otherwise agreed to by both Parties. Such withdrawing Party shall perform all obligations

under this Agreement until the agreed upon date of withdrawal. A withdrawing Party shall remain obligated to perform obligations, including financial obligations arising prior to the withdrawal date,

Section 10. Dissolution/Reorganization

- A. The Agreement shall terminate if the number of parties to this Agreement becomes less than two, or if the parties unanimously agree to terminate the Agreement. If the Parties have accumulated any assets relating to the shared management of fire, medical, and other emergency services prior to termination, such assets shall be distributed among the Parties per their respective contributions, unless the Parties may otherwise agree.
- B. Per the Fire District Law of 1987 (Health & Safety Code §138122), the Cortese-Knox Local Government Reorganization Act of 1985 (Division 3 (commencing with Section 56000) of Title 5 of the Government Code) shall govern any change of organization or reorganization of a fire district. This Agreement is intended to allow for the administration and operation of a jointly coordinated emergency response system, until City annexations result in 70% of the District territory and 70% of the registered voters of the District being within the City's limits. Upon the occurrence of this condition the parties will be deemed to have jointly requested the Mendocino County Local Agency Formation Commission ("LAFCO"), pursuant to Government Code Sections 56078 and 57105, to establish the District as a subsidiary district of the City with the City Council serving as the Board of Directors of the District. Upon LAFCO's approval of the subsidiary district, this Agreement shall terminate.

The District agrees to support revisions to the City's General Plan, Municipal Service Review ("MSR") and Sphere of Influence ("SOI") necessary or advisable to enable annexations and reorganization and not to propose or seek LAFCO approval for or support proposed provisions in the District's MSR or SOI that would inhibit, conflict with, or prevent such City annexations and/or reorganization. The District shall support any annexations by the City that further the goal described in Section 10 B.

Section 11. Amendment to Agreement

The Fire Executive Committee may recommend an amendment to this Agreement. This Agreement may only be amended by approval of all the Parties to this Agreement. The Fire Executive Committee shall forward the proposed amendment with its recommendation to the legislative body of each party to the Agreement. The proposal shall be accompanied by a copy of the proposed amendment to the Agreement, which shall be adopted, properly executed, and returned to Fire Executive Committee if the party concurs with the amendment. This Section 11 shall not prevent the Parties from adopting an amendment to this agreement that is not recommended by the Fire Executive Committee.

Section 12. Additional Parties to the Agreement

Agencies, as defined in the Act, which are not parties hereto, may become Parties hereto only by amendment to this Agreement and upon approval of all the Parties to this Agreement.

Section 13. Notices

Whenever notice or other communication is permitted or required by this agreement, it shall be deemed given when personally delivered or when received, if delivered by overnight courier or email, if receipt is acknowledged in writing, or 48 hours after it is deposited in the United States mail with proper first class postage affixed thereto and addressed as follows:

To City:	City of Ukiah 300 Seminary Ave. Ukiah, CA 95482 Email: Attention: Mayor and City Manager
To District:	Ukiah Valley Fire District 1500 South State Street Ukiah, CA 95482 Email: Attention: Board Chair

A Party may change the address and email address to which notices shall be sent by giving notice of the change as

provided herein.

Section 14. Severability

Should any part, term, portion, or provision of this Agreement or the application thereof of any person or circumstances, be in conflict with any State or Federal law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the parties intended to enter into in the first instance.

Section 15. Hold Harmless and Indemnity

Each party agrees to defend, indemnify, and save all other parties harmless from any and all claims arising out of said party's employees' negligent acts, errors, omissions or willful misconduct while performing pursuant to this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of said party, its officers, employees, or agents.

Each party hereby agrees to defend itself from any claim, action or proceeding by third parties arising out of the concurrent acts or omissions of their employees. In such cases, each party agrees to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs.

Notwithstanding the above, where a trial verdict or arbitration award allocates or determines the comparative fault of the members, the members may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with said comparative fault.

As required by Section 17 herein, the Parties are responsible to provide workers compensation insurance for injuries sustained in the normal course and scope of their respective employees' performance of services. The Parties waive any right of subrogation against each other for any and all losses sustained by the Parties, subject to such workers compensation coverage. The Parties further acknowledge that the so-called "firefighter's rule" regarding primary assumption of risk generally prevents public safety officers employed by one agency, or their agency itself, from being exposed to liability for injuries suffered by public safety officers employed by another agency in the line of duty. To the extent any such claims of liability or actions are brought by any employee(s) of one Party against another Party to this Agreement, or such other Party sustains any losses thereby, the Party employing such claimant(s) shall indemnify the other Party for any such claims, actions, or losses.

For purposes of this section, the terms "employee" or "employees" shall refer to and include employees, officers, agents, representatives, subcontractors or volunteers.

Notwithstanding the foregoing, no employee, officer, agent, representative, subcontractor or volunteer of any party to this Agreement shall be considered an "employee" of any other party to this Agreement for purposes of indemnification.

Section 16. Legal Representation and Advice

In the course of providing fire and emergency services in accordance with this Agreement, each Party shall seek legal counsel regarding legal matters or issues from their respective counsel. In the event that a legal matter or issue relates to two or more Parties where the Parties involved will benefit from joint representation, the Parties may choose to be represented by the same legal counsel so long as no conflict of interest arises by such representation, and the Parties may agree on an apportionment of costs, if applicable, as allowed by law. Under any circumstances when two or more Parties are represented by the same legal counsel, no Party may bind the others to a settlement agreement without the written consent of the other Parties.

Section 17. Insurance

Each Party shall be responsible for maintaining a program of insurance that shall cover each Party's indemnification obligations. Without in any way affecting the indemnity herein provided and in addition thereto, each Party shall secure and maintain throughout the Agreement the following types of insurance, including coverage through a pooled risk joint powers agency such as the Redwood Empire Municipal Insurance Fund with limits as

shown.

A. **Workers' Compensation:**

A program of Workers' Compensation Insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons providing services on behalf of each Party and all risks to such persons under this Agreement.

B. **Comprehensive General and Automobile Liability Insurance:**

This coverage is to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy or self-insurance shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000.00).

Additional Named Insured:

All policies, and/or memoranda of coverage, except Workers' Compensation, shall contain additional endorsements naming each Party and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of each Party's performance hereunder.

C. **Policies Primary and non-Contributory:**

All policies required above are to be the primary and non-contributory with any insurance or self-insurance carried or administered by each Party.

Section 18. Mediation

Should any dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within 30 days of a request, unless they mutually agree to a longer period. The mediator shall be agreed to by the Parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by an agreed-upon service or parties themselves. The mediator shall be selected by a mutually agreed random selection. The cost of mediation shall be borne equally by the Parties. No Party shall be deemed the prevailing party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good-faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall not last more than 60 days, unless the 60 day period is extended in writing by the Parties.

Section 19. Additional Documents and Agreements

The parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

Section 20. Successors

This Agreement shall bind and inure to the benefit of all successors and assigns of the parties and any associates in interest, and their respective directors, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively.

Section 21. Warranty of Legal Authority

Each party warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder. If any party is found to lack the authority to perform the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, this Agreement shall be void.

Section 22. Assignment/Delegation

Neither party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

Section 23. No Third-Party Beneficiary

This Agreement is only for the benefit of the Parties as municipal or corporate entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or party shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

Section 24. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 25. Agreement Controlling

In the event of a conflict between the provisions of the text of this Agreement, the provisions of the text shall prevail.

Section 26. Entire Agreement

This document is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. This Agreement may be transmitted electronically and executed in counterparts, each such executed electronic copy shall be admissible for any purpose and in any judicial or administrative proceeding as evidence of the agreement between the Parties.

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

CITY OF UKIAH

By: Douglas F. Crane
Douglas F. Crane, Mayor

Approved to Form:

David J. Rapport
City Attorney

Attest:

Kristine Lawler
Kristine Lawler, City Clerk

UKIAH VALLEY FIRE DISTRICT

By: David B. Haas
David B. Haas, Board President

Approved to Form:

Don Lance
District Counsel

Attest:

Stephanie Abba
District Secretary

EXHIBIT B

RESOLUTION 2021-04

RESOLUTION BY THE UKIAH VALLEY FIRE PROTECTION DISTRICT OF APPLICATION TO INITIATE PROCEEDINGS FOR THE ANNEXATION OF THE CITY OF UKIAH AND TO INITIATE PROCEEDINGS TO AMEND THE FIRE PROTECTION DISTRICT'S SPHERE OF INFLUENCE TO INCLUDE THE CITY OF UKIAH

WHEREAS, 1. The Ukiah Valley Fire Protection District (the "Fire District") and the City of Ukiah (the "City") began the process of consolidating the management and delivery of fire prevention and protection and emergency medical services (collectively "Fire Services") within their respective jurisdictions in 2017 by entering and operating under an Agreement for Shared Management of Fire Departments ("2017 JPA"), dated July 1, 2017; and

2. Pursuant to the 2017 JPA, the City and the District consolidated the provision of Fire Services under the name "Ukiah Valley Fire Authority" by (1) sharing the use of District fire stations, (2) making all fire protection personnel City employees, (3) combining the fire fighting equipment and assets of the City and the District to provide Fire Services to the City and District under one unified command structure, headed by a Fire Chief, serving both the City and the District; (4) reducing District costs and taking advantage of economies of scale by having the City provide the District with financial and general services, including accounts payable, procurement, billing and accounts receivable, general accounting and reporting, budget development and monitoring, human resources and clerical services as requested by the District; and (5) creating an Executive Committee, consisting of two City Council members and two District Board members, to coordinate decision-making by the governing bodies of the City and the District; and

3. Under the 2017 JPA, and upon the recommendation of the Executive Committee, the City Council and District Board of Directors adopted an annual budget for the combined operations of the Ukiah Valley Fire Authority with the understanding that the annual shared costs of operation should be shared equally by the District and the City; and

4. The District's revenues consist exclusively of its share of property taxes imposed on property within the District as determined by Division 1, Part 0.5, Chapter 6, beginning with Section 50 of the Revenue and Taxation Code and two special taxes adopted by 2/3 of District voters as Measures J and B (collectively, "Measures J and B") ; and

WHEREAS, 5. Subject to the lawful approval of the voters within the Fire District, the Fire District Board adopted Resolution 97-1 on February 12, 1997, and adopted Ordinance 97-1, on March 12, 1997, ("Measure J"), which imposed a special tax of \$50.00 per identified unit upon specific parcels of property based on that parcel's use; *provided*, however, that in the event a subject property has more than one actual use, only the single highest and best use of the property be subject to the special tax.

6. The Fire District Board held a public hearing on another special tax on June 11, 2003 ("Measure B"). A hearing on Measure B was held on November 4, 2003, and, having been approved by over 2/3 of District voters, Measure B was imposed and became effective on July 1, 2004. Measure B levies a rate of \$10.00 per unit using the uniform schedules and rates found in Section 7 of Ordinance 97-1, calls for Measure B to be collected in the same manner and subject to the same penalty as, or with, other charges and taxes fixed and collected as agreed to with Mendocino County, and provides that Measure B shall be levied in addition to any additional tax that the District is authorized by law to collect and receive.

7. The combined District revenue from property taxes and Measures J and B do not produce enough revenue for the District to pay its full share of the budgeted annual expenses and required capital expenditures of the Ukiah Valley Fire Authority; and

8. On June 17, 2020, the District and the City entered an Amended and Restated Agreement for Shared Management of Fire Departments ("2020 Amended JPA"), which only becomes effective upon the annexation of the City by the District; and

9. The 2020 Amended JPA can only be terminated by the mutual agreement of both the City and the District. Accordingly, neither party can terminate the 2020 Amended JPA unless both parties agree that termination will not prejudice the ability of the parties to provide fire prevention and protection services after the agreement is terminated; and

10. Health and Safety Code ("HSC") § 13810 expressly authorizes the District to annex territory within the boundaries of the City; and

11. In 2005, the City voters approved Advisory Measure T, which advises the City Council to use all the proceeds from the half-cent sales tax enacted by Measure S to fund public safety services, including police and fire services; and

12. HSC § 13911 empowered the District to levy the special taxes enacted as Measures J and B pursuant to Government Code § 50075 et seq.; and

13. Under Gov Code §57330, any territory in the City annexed to the District will become subject to the taxes previously enacted within the District, including Measures J and B; and

14. Annexation of the City by the District will provide necessary additional revenue to the District to enable it to fund its share of the costs of providing Fire Services through the Ukiah Valley Fire Authority to its residents and businesses and to enable the District and the City to staff the Ukiah Valley Fire Authority, make needed capital improvements to the District's fire stations and facilities, and acquire needed equipment to effectively provide Fire Services and to better cope with the increasing risk of emergency; and

15. The District and the City have determined that the District is to serve as the lead agency for purposes of complying with the California Environmental Quality Act ("CEQA"); and

16. As the lead agency, and in accordance with CEQA and the City's CEQA Guidelines, the Fire District Board has reviewed the attached Justification for Proposal to annex the City of Ukiah for Fire Services (the "Fire Services Annexation"), including the Plan for Services, and the provisions of CEQA and has considered whether any direct or indirect physical changes to the environment will result from the Fire Services Annexation and has considered whether the Fire Services Annexation may possibly have a significant effect on the environment; and

17. The City is not currently within the District's Sphere of Influence ("SOI") and therefore, to effect the Fire Services Annexation, the District's SOI must be amended to include the City (the "Fire District Sphere Amendment"); and

18. The District desires to initiate the Fire Services Annexation and the Fire District Sphere Amendment.

NOW, THEREFORE BE IT RESOLVED, the Board of Directors of the Ukiah Valley Fire Protection District does hereby resolve and order as follows:

1. This proposal is made, and it is requested that proceedings be taken pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, commencing with section 56000 of the California Government Code.
2. The current circumstances, including the financial situation of the Ukiah Valley Fire Authority and the hydrologic situation along with the increased threat of fire, makes the Fire Services Annexation and Fire District Sphere Amendment matters of paramount importance to the health and safety of the residents of the Ukiah Valley.
3. That the Fire District submit the attached Justification of Proposal to Annex the City of Ukiah (the "Fire Services Annexation Proposal"), including the Plan for Services attached to the Fire Services Annexation Proposal, attached as Attachment 1, to

Mendocino LAFCo and take all steps necessary to effect the Fire District Annexation.

5. That the Fire District submit the attached Justification of Proposal to Amend the Fire District's Sphere of Influence (the "Fire District Sphere Amendment Proposal"), including the Plan for Services attached to the Fire District Sphere Amendment Proposal, attached as Attachment 2, to Mendocino LAFCo and to take all steps necessary to effect the Fire District Sphere Amendment, including the Fire Services Annexation.
6. A map of the territory proposed to be affected by the Fire District Annexation and the Fire District Sphere Amendment is set forth in Attachment 3, attached hereto and incorporated herein, and is inhabited, adjacent, and contiguous to the District's boundaries.
7. Once approved, the Fire District Board intends that the Fire Services Annexation Proposal will be consistent with the District's amended Sphere of Influence.
8. This Resolution of Application is subject to the terms and conditions as set forth in the 2020 Amended JPA, attached hereto as Attachment 4.
9. Through the Fire Services Annexation and the Fire District Sphere Amendment, the Fire District intends to levy taxes, including Measures J and B, within the territory proposed to be annexed and understand that such levy will provide the District with the District's full allocation of taxes determined by the County Auditor pursuant to Revenue and Taxation Code Section 99(b)(2).
10. The Fire District understands that the City consents to levying taxes, including Measures J and B attached hereto as Exhibit 4, and to the allocation of those taxes to the District for those taxes' respective purposes and as will be determined by the County Auditor pursuant to Revenue and Taxation Code section 99 (b)(2).
11. The Fire District finds that the Fire Services Annexation and Fire District Sphere Amendment are exempt from CEQA under Public Resources Code section 21065 and CEQA Guidelines section 15378 (a) because these actions do not have the potential to result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. The Fire Services Annexation and Fire District Sphere Amendment will not require the construction of any new infrastructure or any change in the scope or intensity of the manner in which the District provides services.

12. The Fire District finds that, even if the Fire Services Annexation and Fire District Sphere Amendment were considered a project under CEQA, those actions are categorically exempt from environmental review under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility the proposed actions may have a significant impact on the environment. Neither the Fire Services Annexation nor the Fire District Sphere Amendment, or both of them together, will change the type, intensity, or manner of services the District already provides. The same services will be provided by the same personnel from the same stations pre- and post-annexation. Similarly, even if the proposed actions were considered a project or projects under CEQA, the actions are categorically exempt from environmental review CEQA Guidelines sections 15261 and 15301 because the subject services constitute an ongoing project approved prior to November 23, 1970, and involve the continued operation and maintenance of existing facilities and involve no expansion of existing or former use.
13. The Fire District finds that the Fire Services Annexation and Fire District Sphere Amendment are categorically exempt from environmental review under CEQA Guidelines section 15320 for changes in organization or reorganization of local governmental agencies where the changes do not change the geographical area in which previously existing powers are exercised. This exemption applies because the annexation is a change in the District's revenue structure that does not change the District's manner of providing services or the physical characteristics of its service area. The same services will be provided by the same personnel from the same stations pre- and post-annexation.
14. The Fire District finds that no evidence has been presented that the Fire Services Annexation and Fire District Sphere Amendment involve any unusual circumstances that might result in a significant effect on the environment as those terms are used in CEQA Guidelines section 15300 (c).
15. The Fire Chief and Fire District and supporting staff are hereby directed and authorized to take any and all actions necessary to effect the purposes of this Resolution, including filing the Notice of Exemption attached hereto as Attachment 5, and are hereby directed to provide the Board of Directors with a regular update on the status of these efforts.

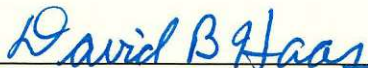
PASSED AND ADOPTED by the Board of Directors of the Ukiah Valley Fire Protection District, County of Mendocino, State of California, on this 18th day of May 2021, by the following roll call vote.

AYES: Director's Bazzani, Bushby, Banks, Graham, and President Haas

NOES: None

ABSENT: None

ABSTAIN: None



David B. Haas, President

ATTEST:



Stephanie Abba, Clerk of the Board

Mendocino Local Agency Formation Commission

200 South School Street, Ukiah CA 95482
707-463-4470 www.mendolafco.org

JUSTIFICATION OF PROPOSAL

Please complete the following information to process an application under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (indicate N/A if Not Applicable)

SHORT TITLE OF THE PROPOSAL: **Ukiah Valley Fire District Annexation of the City of Ukiah for Fire Services (“Fire Services Annexation”) – NOTE: This Fire Services Annexation Proposal is submitted jointly with the Ukiah Valley Fire District’s Proposal to Amend its Sphere of Influence.**

TYPE OF PROPOSAL

- | | | |
|--|---|---|
| <input type="checkbox"/> City Incorporation | <input type="checkbox"/> Sphere of Influence Amendment | <input type="checkbox"/> District Formation |
| <input checked="" type="checkbox"/> Annexation | <input type="checkbox"/> Sphere of Influence Update | <input type="checkbox"/> District Dissolution |
| <input type="checkbox"/> Detachment | <input type="checkbox"/> Out-of-Agency Service | <input type="checkbox"/> Consolidation |
| <input type="checkbox"/> Add Latent Power | <input type="checkbox"/> Reorganization (involving an Annexation and Detachment(s)) | |

AGENCY CHANGES RESULTING FROM THIS PROPOSAL

Agency or Agencies gaining territory: Ukiah Valley Fires District

Agency or Agencies losing territory: City of Ukiah (for purposes of Fire Services only)

NOTIFICATION

Please indicate the names, addresses and telephone numbers of all Applicants, Applicant’s Agents, and all affected Agencies who are to receive the hearing notice and the Executive Officer’s Report:

Name	Mailing Address	Telephone/Email Address
<u>Doug Hutchison</u>	<u>300 Seminary Ave., Ukiah, CA 95482</u>	<u>707.462.7921/ dhutchison@cityofukiah.com</u>
<u>Sage Sangiacomo</u>	<u>300 Seminary Ave., Ukiah, CA 95482</u>	<u>707.463.6221/ ssangiacomo@cityofukiah.com</u>
<u>David Rapport</u>	<u>405 Perkins St., Ukiah, CA 95482</u>	<u>707.462.6846/ draapport@cityofukiah.com</u>
<u>Philip Williams</u>	<u>141 North St., Suite A, Healdsburg, CA 95448</u>	<u>707.433.4842/ pwilliams@wellyweaver.com</u>
<u>Daniel Buffalo</u>	<u>300 Seminary Ave., Ukiah, CA 95482</u>	<u>707.463.6200/ dbuffalo@cityofukiah.com</u>
<u>Craig Schlatter</u>	<u>300 Seminary Ave., Ukiah, CA 95482</u>	<u>707.463.6200/ cschlatter@cityofukiah.com</u>

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(Attach a separate sheet if necessary.)

PROJECT INFORMATION

Please provide project-related information for the following questions:

1. Do the proposed boundaries create an island of non-agency territory? ☐ Yes ☒ No
2. Do the proposed boundaries split lines of assessment or ownership? ☐ Yes ☒ No
3. Does the proposal involve public rights-of-way or easements? ☐ Yes ☒ No
4. Does the proposal involve public land or land assessed by the State? ☐ Yes ☒ No
5. Does any part of the proposal involve land under a Williamson Act Contract or Farmland Security Zone? ☐ Yes ☒ No
6. Does any part of the proposal involve land with a Wildlife/Habitat Easement or Agricultural Land Conservation Easement? ☐ Yes ☒ No

List the affected Assessor Parcel Numbers, Owners of Record and Parcel Sizes (attach separate sheet if necessary):

Assessor's Parcel Number (APN)	Owner of Record	Parcel Size (Acres)
Please see attached list.		

7. Physical Location of Proposal: **The City of Ukiah City Limits**

(Street/Road, distance from and name of Cross Street, quadrant of City)

8. Has an application been filed for an underlying project (such as Development Plan, Conditional Use Permit, or Tentative Subdivision Map)? ☐ Yes ☒ No

If Yes, please attach a Project Site Plan or Tentative Subdivision Map.

If No, please provide an estimate of when development will occur: **Not Applicable.**

9. List those public services or facilities which will be provided to the affected territory as a result of the proposed action:

Please see attached Plan for Services.

10. Indicate which of these services or facilities will require main line extensions or facility up-grades in order to serve the affected territory:

None.

11. Has the affected agency negotiated a tax share agreement or made a determination that the proposal is revenue neutral (Section 99 of the California Revenue & Taxation Code)? Please include documentation or explanation.

The City of Ukiah understands that, in accordance with Revenue & Taxation Code, section 99 (b), once this Justification of Proposal is submitted to LAFCo, the Executive Director will transmit that application to the County Assessor and the County Auditor. Those officials are then to provide information about the allocation of local governments of property tax revenues generated in the affected area, in our case the City of Ukiah. The County Auditor is then to notify “each local agency whose service area or service responsibility will be altered of the property tax revenue “that is subject to a negotiated exchange.” (Rev. & Tax Code, § 99 (b)(3).)

12. Provide any other justification that will assist the Commission in reviewing the merits of this request. (Attach separate sheets as necessary)

Please see attached Plan for Services.

SUBMITTALS

In order for this application to be processed, the following information needs to be provided:

- ☐ Two copies of this Justification of Proposal, completed and signed with original signature(s)
- ☐ Agreement to Pay form, completed and signed with original signature(s)
- ☐ Five prints of a full-scale proposal map showing the affected territory and its relationship to the affected jurisdiction (and prepared to State Board of Equalization specifications) – include an electronic version if available
- ☐ Five copies of an 8.5” x 11” or 11” x 17” reduction of the proposal map, include an electronic version if available
- ☐ Three copies of a metes and bounds description of the affected territory, include an electronic version if available
- ☐ One certified copy of the City Council and/or Special District Board of Directors Resolution of Application; or a petition making application to LAFCo (as appropriate)
- ☐ Written permission from each affected property owner (or signature form)
- ☐ One copy of the project environmental document (One Compact Disc if more than 25 pages)
- ☐ One copy of the project Notice of Determination
- ☐ Three 8.5” x 11” copies of the Vicinity Map (if not included on the proposal map);
- ☐ One copy of the plan for providing services along with a schematic diagram of water, sewer and storm drainage systems (refer to Government Code Section 56653);
- ☐ One copy of the Tax Share Agreement
- ☐ One copy of the Pre-Zoning map or description (as required by Section 56375);
- ☐ One copy of the Statement of Open Space (Ag) Land Conversion (refer to Section 56377);
- ☐ One Copy of the Statement of Timely Availability of Water Supplies (refer to Section 56668(l);
- ☐ One copy of the Statement of Fair Share Housing Needs (if residential land uses are included in the proposal) (refer to Section 56668(m));
- ☐ One copy of the project design (site plan, development plan, or subdivision map);
- ☐ One copy of the Residential Entitlement matrix form (if residential land uses are included in the proposal); and

- ☐ Filing and processing fees in accordance with the LAFCo Fee Schedule and the State Board of Equalization Fee Schedule.

Note: Additional information may be required during staff review of the proposal.

CERTIFICATION

The undersigned hereby certifies that all LAFCo filing requirements will be met and that the statements made in this application are complete and accurate to the best of my knowledge.

(Signature)

(Date)

Print or Type Name: _____

Daytime Telephone: _____

Plan for Providing Services

The Ukiah Valley Fire Protection District (the “Fire District”) proposes to annex the City of Ukiah (“Ukiah” or the “City”) for purposes of providing all services that are deemed necessary and allowed pursuant to the Fire District Law of 1987 to include: Fire protection, Emergency Medical Services, Rescue services, Hazardous materials emergency response services, Ambulance services, and any other services deemed necessary related to the protection of lives and property to the City of Ukiah that a Fire Protection District is authorized to provide.

Currently, the Fire District provides fire services to Ukiah through the Joint Exercise of Power Agreement entered into between the Fire District and Ukiah (the “Fire JPA”). The Fire District’s personnel are all Ukiah employees and all Fire District fire stations are located outside Ukiah.

The purposes of the proposed annexation are to: further strengthen the operating relationship between the Fire District and Ukiah; establish a fair and equitable funding resource for fire and emergency medical response services for all Ukiah Valley residents; and ensure fiscal stability of fire and emergency medical response services for the long-term benefit of Ukiah Valley residents served by the Fire Authority.

Should LAFCo approve the proposed annexation, the same services currently being provided will continue to be provided by the same personnel using the same facilities and equipment. If approved, the annexation will allow the Fire District to meet its share of the 50/50 operating cost share called for in the Fire JPA, which will directly benefit the Fire Authority’s ability to maintain existing levels of service and to provide improved fire and emergency medical response services to all Ukiah Valley residents.

1. Enumerate and describe the services to be extended to the affected territory.

The Fire District provides fire suppression, advanced life support, technical rescue, hazardous materials emergency response, Fire Code plan reviews, fire and life safety inspections, and public education services (“fire services”) to the City of Ukiah and the Fire District.

The Fire District provides fire protection services to the City of Ukiah and to approximately 80 square miles to the north, east, and south of the City. Its boundaries stretch from Highway 101 at Nelson Ranch Road to the south to the Gold Gulch drainage on Highway 101 to the north – including the southern half of Lake Mendocino – to the top of Cow Mountain to the east and the top of Highway 253 to the west.

The Fire District serves a population of around 34,000, with approximately 16,000 inside the City and approximately 17,000 outside.

2. The level and range of those services.

The Fire District owns three stations and operates primarily from two. Each station has a Type I Engine owned by the City, a Type II/III Engine owned by the District, and an Ambulance owned by the City. Additionally, the District's Volunteer Firefighters work primarily out of the City owned Central Fire Station, which also houses a mixture of City- and District-owned apparatus.

In 2020 there were 3761 calls for service, with 2507 within City limits and 1254 in the Fire District. Average response times vary throughout the Ukiah Valley with an average of five minutes fifty-five seconds within City limits. The Fire District has an Insurance Services Office rating of 4 on a scale of 1 to 10, with 1 being the highest score.

Based on the International City Manager's Association's recommendation of .98 firefighters per thousand residents, the Fire District should have at least thirty-three firefighters. The National Fire Protection Association Code and Standard 1720 calls for a minimum of fifteen firefighters to respond to a residential structure fire in an urban area (defined as an area with more than 1000 people per square mile). With current personnel resources, the Fire District rarely achieves half that.

The Fire District is authorized nineteen full-time firefighters¹, not counting an administrative assistant. Broken down by official title, those nineteen positions reflect: one Fire Chief, three Battalion Chiefs, six Captains, six Engineers, and three Firefighters. The Fire District employs no full-time firefighters and has twenty volunteer firefighters. All full-time staff are employees of the City, and reflect the authorized positions, except that the Fire District is short one Battalion Chief and one Firefighter. Daily, on-duty staffing is five full-time firefighters covering two stations.

Often Engines are sent on a call as "Engine Couples" rather than as an Engine Company. The task organization of a Fire Engine Company typically calls for a Captain, an Engineer, and a Firefighter. Current personnel resources very often preclude forming an Engine Company, and instead often result in two firefighters on an Engine. This personnel restriction further exacerbates the concurrent call situation because the Fire District often has to send both Engine Companies (as "Engine Couples") to a single incident to have sufficient firefighters on the scene. For example, a fire that requires three firefighters may result in two Engine Companies responding, with no remaining firefighters available to respond to a concurrent call.

The Fire District works cooperatively with state and local agencies. It has automatic aid agreements with Cal FIRE, and a mutual aid agreement with Redwood Valley / Calpella Fire District and the Hopland Fire Protection District. The Fire District is a sponsor of the Mendocino Fire Safe Council.

¹ To avoid confusion, as used primarily in this document, the terms "firefighters" and "firefighter" are intended to mean those employees engaged directly in firefighting activities. In comparison, the terms "Firefighters" and "Firefighter" reflect a specific position with specific responsibilities and qualifications.

The Fire District and the City have been maximizing the efficient provision of fire services in Ukiah Valley since 2012. In 2012, Ukiah hired the Fire District Chief to also serve as the Ukiah Fire Department's Chief and approved a cooperative agreement with the Fire District to drop jurisdictional boundaries of the two fire agencies. Since that time, the two entities have taken additional steps to improve efficiencies, including entering into the Fire JPA.

3. Indicate when those services can feasibly be extended to the affected territory.

As indicated above, upon approval of the proposed annexation, the same services currently being provided in the Fire District and within Ukiah will continue to be provided by the same personnel using the same facilities and equipment. Therefore, services will be extended to Ukiah. While it is plausible that, once financing equilibrium has been achieved between Ukiah and the Fire District through approval of the proposed annexation, certain components of fire services may be increased or improved, it would be entirely speculative at this point to guess what those increased or improved services may be, as those decisions will need to be informed by current circumstances by the elected leadership of Ukiah and the Fire District. In any event, Ukiah and the Fire District seek to maintain service levels to the existing service territory to the extent of available resources.

4. An indication of any improvement or upgrading of structures, roads, sewer or water facilities, or other conditions the local agency would impose or require within the affected territory if the change of organization or reorganization is completed.

Although not required or planned for at this time, the Fire District is expected to realize a net gain of approximately \$500,000 annually toward rebuilding its reserves, and these revenues may be used in any number of ways related to improve fire and emergency medical services within the Fire District's boundaries, to include additional personnel, equipment, or facilities. This increase in annual net revenue will be accomplished by applying its current special tax measures, Measures B and J, and mitigation fees on properties within Ukiah's City Limits.

While it would be entirely speculative and inappropriate to identify and commit to specific improvements upon annexation, there are a number of readily identifiable deficiencies under the current regime. Those deficiencies include: inadequate sleeping quarters for personnel, ADA non-compliance, seismic deficiencies, and emergency generators for power during outages.

5. Information with respect to how those services will be financed.

Background

The current arrangement for funding of the Authority is a 50/50 split between the City and District in operational costs, including personnel, services, materials, and supplies; capital maintenance; and indirect costs. Capital outlays are the responsibility of each agency independently, as is any respective outstanding debt service. The District was unable to fully fund its participation in this arrangement given its available revenue sources, so the City agreed to subsidize a portion of the District's share for a limited time until the District could generate new or enhanced. As a result, the effective cost share has not been the agreed upon 50/50 split but

rather a ratio closer to 75/25 City. And even at this de facto cost-share, the District's revenues have been insufficient, requiring it to draw down available reserves.

The City and District are fundamentally different governmental entities. The City is a general-purpose government providing various municipal services deemed necessary and desirable by the City Council. Those include public safety, such as police and fire services, public works (streets and public rights-of-way), recreation and culture, building, and planning. To fund those services, it levies and collects within its jurisdictional boundaries various sources of general revenues, including property and sales taxes. It also provides utility services, including water, wastewater (sewer), and electricity services. However, under Propositions 218 and 26, revenues collected from utility rates, fees, and charges can only be used in the provision of those services and cannot be used for police or fire. The District is a special-purpose governmental entity – to provide fire prevention, protection, and response services to the unincorporated areas of the Ukiah Valley within its jurisdictional boundaries. All revenues it levies and collects can be used only in the provision of fire services. Its primary revenue sources are property taxes and assessments.

These different revenue sources are not applied throughout the entire service area. Both the City and District receive only minimal portions of the 1% ad valorem property tax and at different rates. Inside city limits, sales tax is collected, with additional funds collected through Measure P, dedicated by the City Council to fund public safety. Measure P funds are inadequate to wholly fund the City's contribution to the Fire Authority, requiring additional contribution of other City general fund dollars. The District collects no sales taxes. Instead the District relies on two special tax measures, Measures J and B, that assess a flat amount per benefit unit on a given parcel. These two measures make up the bulk of the District's tax revenue. The number of benefit units varies based upon the development and use of the property. The major weakness of these special District taxes is that they are flat taxes without adjustments for inflation, that have not increased since they were approved by voters and have lost considerable value due to inflation. Additionally, Measure B can only be used for equipment and training, not additional staffing which is a critical need at this time.

Proposed Financing Solution

The proposal is for the District to annex fire services from the City, which effectively would overlay the District's proprietary special tax measures, known as Measures B and J, as well as their mitigation fees on properties within city limits. Estimates put new revenue generation from the overlay between \$850K to \$1 million annually. It is a fair, stable, and equitable application of revenue generation that would benefit the entire services area and ensure funding in the intermediate term for adequate fire protection and response services for all served by the City and District.

Additional revenue to the District (estimated to begin in the 2022-23 fiscal year) resulting from the overlay will allow the District to participate in the Authority's funding more closely to the agreed upon 50/50 cost share target with less direct subsidy by the City (see Figure 1). Lack of those additional revenues will degrade the District's contribution further and require the City to contribute an even greater share of the operational cost of the Authority from general revenues (of which sales tax in a significant portion), ultimately resulting in District residents who provide sales

tax dollars to the City of Ukiah bearing a disproportionately larger cost burden (see figure 2). Further, to maintain its contribution even at a 76/24 (2020) share with no additional revenue, the District would need to continue to draw down reserves, a practice that is unsustainable in the intermediate and long term.

This recommended funding solution is the first step to ensure adequate and equitable resources are available to ensure fire mitigation and response services to the greater Ukiah area. The constraint of measure B and J not having an annual inflator will still inhibit funding growth commensurate with growth in service demand and service costs and will certainly need to be addressed in the future; however, this proposal is the most efficacious and practical path forward. Doing so would also not necessarily require altering the current agreement for shared management we have in place and would serve to strengthen the bonds between the City and District.

Figure 1²

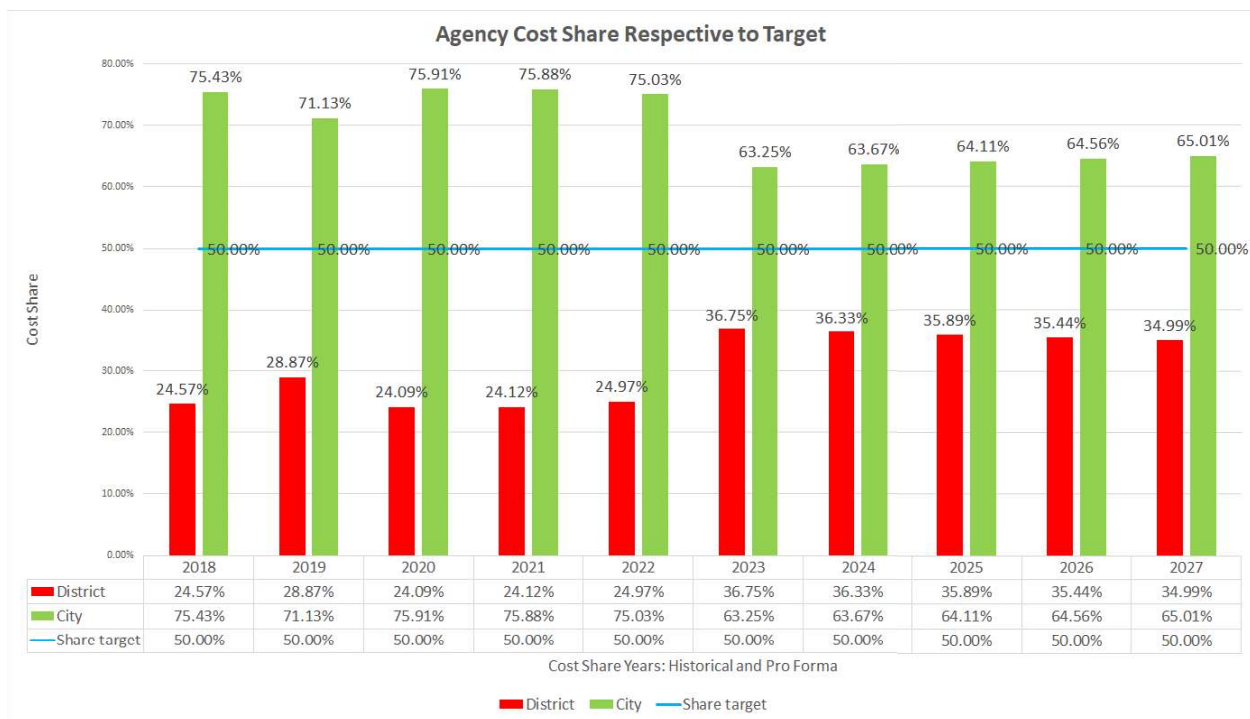
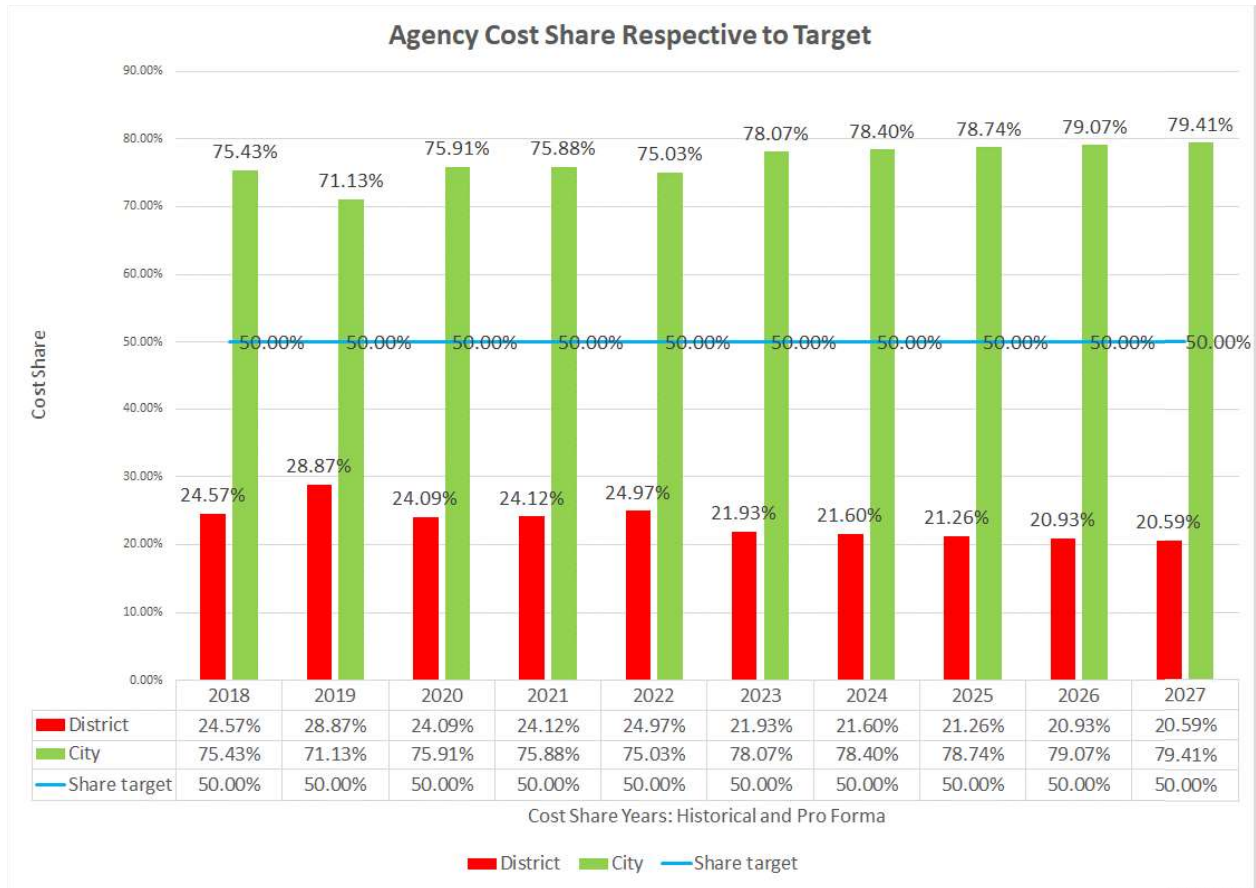


Figure 2³

² More detail is provided in Schedule 1, attached hereto. Proposed new revenues from overlayed District property taxes would begin in 2023.

³ More detail is provided in Schedule 2, attached hereto. Proposed new revenues from overlayed District property taxes would begin in 2023.



Schedule 1

Ukiah Valley Fire Authority
Schedule of Contributions, Expenditures and Changes in Fund Balances - Pro Forma
Governmental Funds
For the Years Ended June 30,

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
CONTRIBUTIONS										
City contributions:										
Interagency (Prop 172) - City only	\$ 51,275	\$ 51,570	\$ 80,630	\$ 82,242	\$ 83,887	\$ 85,585	\$ 87,276	\$ 89,022	\$ 90,802	\$ 92,618
Fire-specific revenues	158,791	129,137	58,353	59,520	60,711	61,925	63,164	64,427	65,715	67,030
Debt proceeds - City only	1,126,231	-	-	-	-	-	-	-	-	-
General revenues	3,003,390	3,498,386	3,610,757	3,671,636	3,565,491	3,483,640	3,632,380	3,791,147	3,959,324	4,136,828
District contributions:										
Property tax	928,908	940,551	954,639	973,732	993,206	1,013,071	1,033,332	1,053,999	1,075,079	1,096,580
Annexed property tax	-	-	-	-	-	709,400	730,682	752,602	775,181	798,436
Special property tax	117,559	116,702	117,715	120,069	122,471	124,920	127,419	129,967	132,566	135,218
Annexed special property tax	-	-	-	-	-	141,880	144,718	147,612	150,554	153,575
Charges for service	246,585	106,100	38,580	39,551	40,548	41,570	42,620	43,697	44,803	45,937
Mitigation fees	16,849	39,550	18,738	19,113	19,495	19,885	20,283	20,689	21,102	21,524
Interagency (Prop 172) - District only	65,172	65,532	50,959	51,979	53,018	54,079	55,160	56,263	57,389	58,536
Grants and subventions	-	3,750	-	-	-	-	-	-	-	-
Interest	8,752	7,772	8,504	6,802	5,442	4,353	3,483	2,786	2,229	1,783
Debt proceeds - District only	-	204,700	-	-	-	-	-	-	-	-
Miscellaneous	30,106	8,297	796	822	847	872	896	925	953	981
Total contributions	5,753,596	5,172,068	4,939,673	5,025,486	4,945,115	5,741,160	5,941,413	6,153,136	6,375,706	6,609,047
EXPENDITURES										
Current:										
Fire response and protection services:										
Personnel	2,898,229	3,468,254	3,366,003	3,500,095	3,855,491	3,818,453	3,989,360	4,168,605	4,356,603	4,553,791
Materials, supplies, and services	1,363,154	1,780,931	1,593,304	1,621,875	1,635,069	1,657,485	1,684,984	1,715,496	1,747,984	1,781,932
Other	-	-	-	-	-	-	-	-	-	-
Ambulatory services	-	-	11,052	59,287	61,049	62,894	64,820	66,828	68,920	71,101
Debt service:										
Interest	16,966	57,550	36,763	35,660	34,590	33,552	32,546	31,589	30,622	29,704
Principal	133,636	147,179	166,021	166,934	167,652	168,775	169,704	170,637	171,575	172,519
Capital outlay:										
Land	-	-	-	-	-	-	-	-	-	-
Buildings and improvements	-	7,811	193,133	98,308	-	-	-	-	-	-
Vehicles and equipment	1,166,256	209,683	192,455	104,830	-	-	-	-	-	-
Total expenditures	5,618,442	5,671,608	5,558,730	5,588,989	5,554,051	5,741,160	5,941,413	6,153,135	6,375,706	6,609,047
Excess (deficiency) of contributions over expenditures	\$ 135,155	\$ (499,539)	\$ (619,057)	\$ (561,523)	\$ (608,936)	\$ -	\$ -	\$ -	\$ -	\$ -

Notes:

1. Prop 172 monies are subventions allocated to the City and District by the County of Mendocino. Annual appropriations by the County vary annually and are subject to approval by the Mendocino County Board of Supervisors.

Share of total contributed revenues	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
District	24.57%	26.87%	24.09%	24.12%	24.97%	36.75%	36.33%	35.89%	35.44%	34.99%
City	75.43%	71.13%	75.91%	75.88%	75.03%	63.25%	63.67%	64.11%	64.56%	65.01%
Share target	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%

Schedule 2

Ukiah Valley Fire Authority
Schedule of Contributions, Expenditures and Changes in Fund Balances - Pro Forma
Governmental Funds
For the Years Ended June 30,

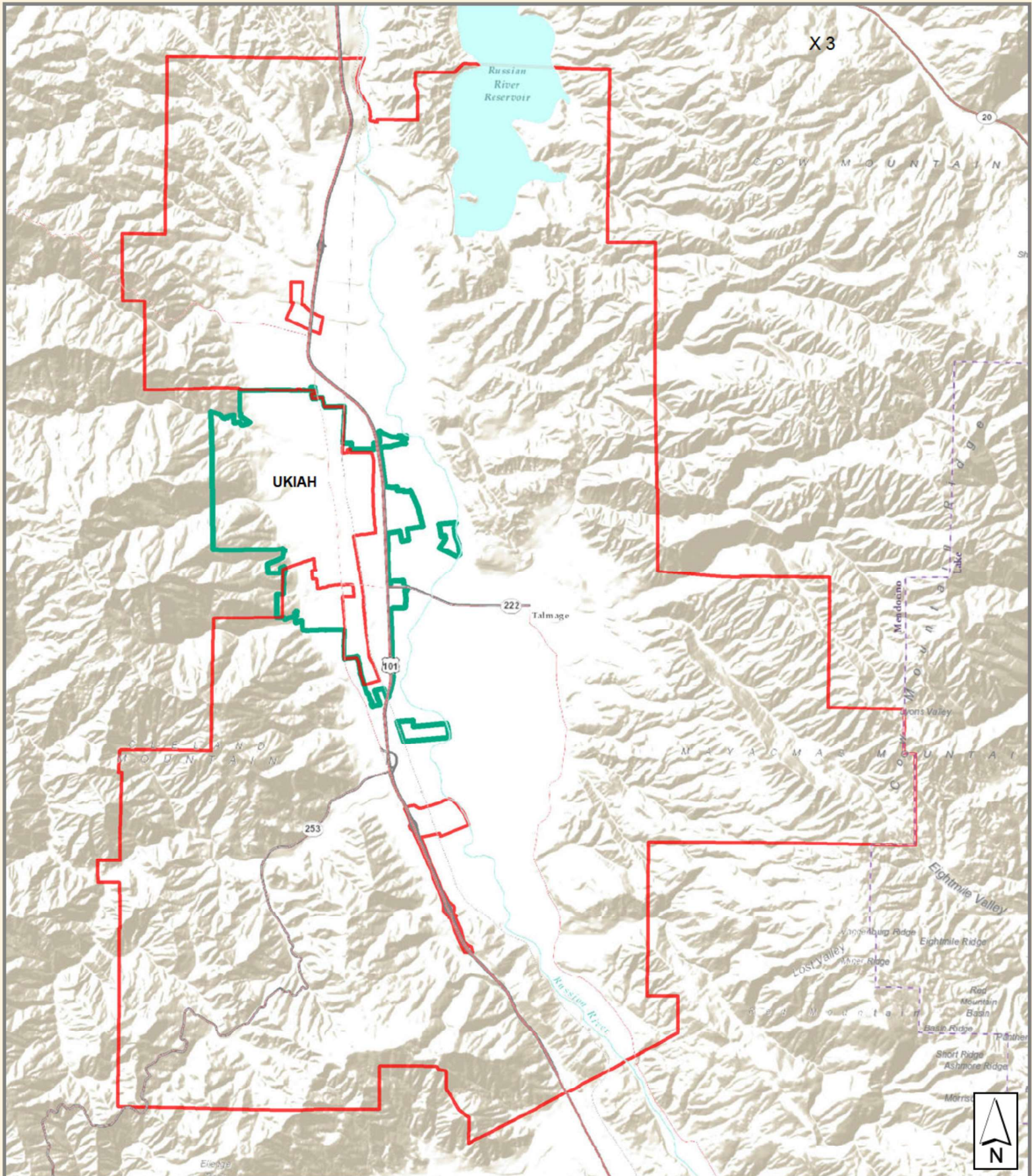
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Capital outlay:										
Land	-	-	-	-	-	-	-	-	-	-
Buildings and improvements	-	7,811	193,133	98,308	-	-	-	-	-	-
Vehicles and equipment	1,166,256	209,883	192,455	104,830	-	-	-	-	-	-
Total expenditures	5,618,442	5,671,608	5,558,730	5,596,969	5,554,051	5,741,160	5,941,413	6,153,135	6,375,706	6,609,047
Excess (deficiency) of contributions over expenditures	\$ 135,155	\$ (499,539)	\$ (619,057)	\$ (561,523)	\$ (608,936)	\$ -	\$ -	\$ -	\$ -	\$ -

Notes:

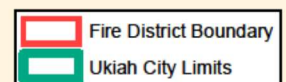
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District	24.57%	28.87%	24.09%	24.12%	24.97%	21.93%	21.60%	21.26%	20.53%	20.59%
City	75.43%	71.13%	75.91%	75.89%	75.03%	78.07%	78.40%	78.74%	79.07%	79.41%
Share target	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%

FIRE DISTRICT AND CITY LIMITS



This map is a guide. Every reasonable effort has been made to ensure the accuracy of the map and data provided. Parcel lines are not intended to represent surveyed data.



0 6,000 12,000 Feet



AMENDED AND RESTATED AGREEMENT FOR SHARED MANAGEMENT OF FIRE DEPARTMENTS

THIS AGREEMENT amends and restates in its entirety the Agreement for Shared Management of their respective Fire Departments, which became effective on July 1, 2017, between the City of Ukiah, a general law municipal corporation ("City") and the Ukiah Valley Fire Protection District, a California fire protection district formed pursuant to Health and Safety Code Sections 13800 et seq. ("District"), (collectively the "Parties" and individually a "Party"), all of which are organized and existing under and by virtue of the Constitution and the laws of the State of California. This Agreement between the Parties shall become effective if and when the annexation of the entire City by the District becomes final and effective.

WITNESSETH:

WHEREAS, the Parties are each empowered by law to acquire sites, construct, equip, staff, maintain, operate and lease public buildings and related facilities to provide fire, medical, and other emergency services; and

WHEREAS, the Parties desire to maximize use of the existing resources, create cost saving opportunities, reduce duplication, maintain local control and continue to deliver fire, medical, and other emergency services at a high level of service; and

WHEREAS, the Parties desire to accomplish the aforesaid purpose by jointly exercising their common powers in the manner set forth in this Agreement; and

WHEREAS, the Parties are authorized to jointly exercise their powers pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1, Sections 6500 through 6530, of the Government Code of the State of California,,

NOW, THEREFORE, the Parties, for and in consideration of the mutual benefits, promises, and agreements set forth herein, AGREE as Follows:

Section 1. Purpose

This Agreement is made pursuant to California Government Code Section 6500, et seq., hereinafter referred to as the "Act," to permit the joint exercise of certain powers common to the Parties. The purpose of this Agreement is to exercise these powers jointly by managing, equipping, maintaining, and operating fire, medical, and other emergency services to said Parties. Such purpose will be accomplished and common powers exercised in the manner set forth in this Agreement. The Parties may use the designation "Ukiah Valley Fire Authority" to identify the provision of the services provided under this Agreement, including on equipment, uniforms, buildings, letterhead, phone and other directories; provided, however, that the use of such designation shall not be deemed to create a separate legal entity or to change the liability of the Parties or change the contractual obligations of the Parties under this or any other agreements. All pre-existing obligations, rights, and privileges of the Parties shall continue hereunder, subject to the terms and conditions of this Agreement.

The legislative bodies of the Parties shall jointly meet a minimum of twice a year to review the activities and operation of this Agreement including a joint review of the annual budget development and a mid-fiscal year review. The Parties may call for additional joint meetings, as may be needed from time to time.

Section 2. Service Level

The Parties shall jointly coordinate an emergency response system inclusive of emergency medical response (EMS), structural firefighting, wildland firefighting, public education, hazardous material response, disaster response, rescue, fire prevention inspections, fire investigations and related public safety, managerial and administrative services, to the extent and in the manner consistent with this Agreement and approved annual budgets.

Section 3. Term

This Agreement shall become effective if and when the annexation of the entire City by the District becomes final and effective. and shall be binding upon all parties hereto, and shall thereafter continue in full force and effect until such

time as the Parties agree to terminate the Agreement, in the manner set forth in Section 9 or 10.

Section 4. Fire Executive Committee

- A. The Parties hereby agree that the duties set forth in Section 5 of this Agreement shall be conducted by an administrative entity to be known as the "Fire Executive Committee" whose membership shall consist of two appointees from each Party's legislative bodies.
- B. Meeting of the Fire Executive Committee
 - 1. Regular Meetings of the Fire Executive Committee.
The Fire Executive Committee shall provide for its regular meetings; however, it shall hold at least one regular meeting each quarter. The Fire Executive Committee may call special meetings, as may be needed from time to time.
 - 2. The entire Fire Executive Committee shall constitute a quorum for the transaction of business. A majority vote of the members of the Fire Executive Committee is required to take action, although a lesser number of the Fire Executive Committee may adjourn for lack of a quorum to a date certain.
 - 3. The Fire Executive Committee shall comply with the Brown Act.
 - 4. For those duties of Fire Executive Committee requiring collaboration, the term "collaboration", "collaborate," or "collaborative" shall mean the meaningful and timely process of the members each seeking, discussing, and considering carefully the information and views of each Party in a manner that is cognizant of all Parties' values, reasonably attempting to reach agreement through cooperative efforts for the mutual benefit of the Parties. Collaboration among the members shall be conducted in a way that is mutually respectful of each Party's discretionary authority. If agreement cannot reasonably be reached among the members with respect to any particular, necessary action concerning matters within the discretionary authority of a particular Party to this Agreement, then the Party with discretionary authority shall take the action it determines appropriate in the exercise of its discretion.

Section 5. Powers and Duties of the Fire Executive Committee

- A. Common Powers
The Parties shall retain the legislative authority to exercise their common powers for the purposes of this Agreement. The Parties do not intend the Fire Executive Committee to be a legal entity, separate and apart from the Parties. The Fire Executive Committee is not a joint powers agency or authority, partnership, joint venture, or joint enterprise of any kind.
- B. Duties
The Fire Executive Committee shall take any and all actions within its authority as specified in this Agreement necessary and appropriate to implement the purposes of this Agreement, including, but not limited to, any or all of the following:
 - 1. Jointly develop and recommend to their respective legislative bodies an annual budget and cost apportionment plan for each of the Parties to participate in the cooperative efforts contemplated by this Agreement;
 - 2. Collaborate to ensure the cost for services are equitably shared among those receiving and/or benefiting from the services provided for under this Agreement;
 - 3. Collaborate with the employing Party regarding the appointment of the Fire Chief, who shall be responsible for coordinating and overseeing the cooperative efforts of the Parties in providing fire, medical and other emergency services in each jurisdiction, in a manner consistent with this Agreement;
 - 4. Collaborate to determine recommended service levels, facilities, apparatus, equipment and personnel in furtherance of each Party's participation in the cooperative efforts contemplated by this Agreement;
 - 5. Collaborate to identify and recommend comprehensive approaches for shared fire, medical, and other emergency services between the Parties including, but not limited to, governance, personnel, apparatus, equipment and facilities; and
 - 6. Collaborate to identify and recommend fire and emergency medical service policies, ordinances, and fees consistent with the cooperative efforts contemplated by this Agreement.

Section 6. Key Management Services

The services identified below ("Key Management Personnel/Services") shall be subject to this Agreement:

A. Fire Chief

1. The Fire Chief shall provide general administration and oversight of the Ukiah Valley Fire Authority, all in accordance with the requirements and expectations of this Agreement, statutory law, local ordinances, applicable City and District rules and regulations and the customary duties of a Fire Chief.
2. The Fire Executive Committee identified in Section 4 of this agreement shall provide advisory support to the Fire Chief. The Fire Chief shall coordinate and cooperate with each Party regarding the performance of services within their respective jurisdiction. Each Party shall provide direction to the Fire Chief regarding services or any desired special projects to be performed for each Party. The Fire Executive Committee shall collaborate regarding directions from their respective Parties, for the purpose of avoiding conflicting guidance or creating conflicts relating to priority of services.

B. Financial and General Services

1. The City agrees to provide financial and general services to the District for the term of the Agreement, including accounts payable, procurement, billing and accounts receivable, general accounting and reporting, budget development and monitoring, and other general services such as human resources and city clerk services as may be deemed necessary by the District.
2. The City will perform these services pursuant to any applicable state and federal law and pursuant to City policies and regulations, unless otherwise directed by the District in writing. The City shall perform procurement, contracting and personnel services in accordance with laws applicable to California cities, including, but not limited to, the Uniform Construction Cost Accounting Act, unless otherwise specifically directed by the District Board. The District shall be responsible for and for understanding the financial and other activities and information performed or related to the services provided by the City to the District under this Agreement. The City is not performing these services as the District's agent but as a service provider and the parties agree that the City does not assume a fiduciary duty to the District in the performance of these financial and general services.
3. The District shall compensate the City for Financial and General Services as approved in the annual Cost Apportionment Plan.

Section 7. Budget and Cost Apportionment Plan

- A. The Parties, in adopting their annual budgets, will determine the specific expenditures and costs to be shared among the Parties (the "Cost Apportionment Plan"). The Cost Apportionment Plan shall be developed by the Fire Executive Committee and recommended for approval by the Parties. Payment and credits under the Cost Apportionment Plan shall be based on actual expenditures.
- B. The Fire Executive Committee has the authority to fully implement the approved Budget and Cost Apportionment Plan. The Fire Chief, with the approval of Fire Executive Committee, may recommend expenditures and transfers or adjustments of amounts authorized by the Cost Apportionment Plan. However, neither the Fire Chief nor Fire Executive Committee may exceed the personnel staffing authorized except for temporary, strike team or emergency positions, either in number, position classification, or salary. In addition, neither the Fire Chief nor Fire Executive Committee may increase the total amount of the approved expenditure budget without the approval of the legislative body of each Party.

Section 8. Services to Other Agencies

The Fire Executive Committee, through this Agreement may recommend that the Parties provide fire, medical, and/or other emergency services to other agencies that are not already a party to this Agreement. Such services may be provided with the concurrence of all Parties and upon execution of an amendment to this Agreement by all Parties. The charges for such services shall be determined in accordance with the authority of the Parties under the provisions of Government Code section 55631, et seq.

Section 9. Withdrawal; Termination

A Party may withdraw as a party to this Agreement by mutual written agreement and consent of the City and District with a July 1st effective date unless otherwise agreed to by both Parties. Such withdrawing Party shall perform all obligations

under this Agreement until the agreed upon date of withdrawal. A withdrawing Party shall remain obligated to perform obligations, including financial obligations arising prior to the withdrawal date,

Section 10. Dissolution/Reorganization

- A. The Agreement shall terminate if the number of parties to this Agreement becomes less than two, or if the parties unanimously agree to terminate the Agreement. If the Parties have accumulated any assets relating to the shared management of fire, medical, and other emergency services prior to termination, such assets shall be distributed among the Parties per their respective contributions, unless the Parties may otherwise agree.
- B. Per the Fire District Law of 1987 (Health & Safety Code §138122), the Cortese-Knox Local Government Reorganization Act of 1985 (Division 3 (commencing with Section 56000) of Title 5 of the Government Code) shall govern any change of organization or reorganization of a fire district. This Agreement is intended to allow for the administration and operation of a jointly coordinated emergency response system, until City annexations result in 70% of the District territory and 70% of the registered voters of the District being within the City's limits. Upon the occurrence of this condition the parties will be deemed to have jointly requested the Mendocino County Local Agency Formation Commission ("LAFCO"), pursuant to Government Code Sections 56078 and 57105, to establish the District as a subsidiary district of the City with the City Council serving as the Board of Directors of the District. Upon LAFCO's approval of the subsidiary district, this Agreement shall terminate.

The District agrees to support revisions to the City's General Plan, Municipal Service Review ("MSR") and Sphere of Influence ("SOI") necessary or advisable to enable annexations and reorganization and not to propose or seek LAFCO approval for or support proposed provisions in the District's MSR or SOI that would inhibit, conflict with, or prevent such City annexations and/or reorganization. The District shall support any annexations by the City that further the goal described in Section 10 B.

Section 11. Amendment to Agreement

The Fire Executive Committee may recommend an amendment to this Agreement. This Agreement may only be amended by approval of all the Parties to this Agreement. The Fire Executive Committee shall forward the proposed amendment with its recommendation to the legislative body of each party to the Agreement. The proposal shall be accompanied by a copy of the proposed amendment to the Agreement, which shall be adopted, properly executed, and returned to Fire Executive Committee if the party concurs with the amendment. This Section 11 shall not prevent the Parties from adopting an amendment to this agreement that is not recommended by the Fire Executive Committee.

Section 12. Additional Parties to the Agreement

Agencies, as defined in the Act, which are not parties hereto, may become Parties hereto only by amendment to this Agreement and upon approval of all the Parties to this Agreement.

Section 13. Notices

Whenever notice or other communication is permitted or required by this agreement, it shall be deemed given when personally delivered or when received, if delivered by overnight courier or email, if receipt is acknowledged in writing, or 48 hours after it is deposited in the United States mail with proper first class postage affixed thereto and addressed as follows:

To City:	City of Ukiah 300 Seminary Ave. Ukiah, CA 95482 Email: Attention: Mayor and City Manager
To District:	Ukiah Valley Fire District 1500 South State Street Ukiah, CA 95482 Email: Attention: Board Chair

A Party may change the address and email address to which notices shall be sent by giving notice of the change as

provided herein.

Section 14. Severability

Should any part, term, portion, or provision of this Agreement or the application thereof of any person or circumstances, be in conflict with any State or Federal law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the parties intended to enter into in the first instance.

Section 15. Hold Harmless and Indemnity

Each party agrees to defend, indemnify, and save all other parties harmless from any and all claims arising out of said party's employees' negligent acts, errors, omissions or willful misconduct while performing pursuant to this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of said party, its officers, employees, or agents.

Each party hereby agrees to defend itself from any claim, action or proceeding by third parties arising out of the concurrent acts or omissions of their employees. In such cases, each party agrees to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs.

Notwithstanding the above, where a trial verdict or arbitration award allocates or determines the comparative fault of the members, the members may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with said comparative fault.

As required by Section 17 herein, the Parties are responsible to provide workers compensation insurance for injuries sustained in the normal course and scope of their respective employees' performance of services. The Parties waive any right of subrogation against each other for any and all losses sustained by the Parties, subject to such workers compensation coverage. The Parties further acknowledge that the so-called "firefighter's rule" regarding primary assumption of risk generally prevents public safety officers employed by one agency, or their agency itself, from being exposed to liability for injuries suffered by public safety officers employed by another agency in the line of duty. To the extent any such claims of liability or actions are brought by any employee(s) of one Party against another Party to this Agreement, or such other Party sustains any losses thereby, the Party employing such claimant(s) shall indemnify the other Party for any such claims, actions, or losses.

For purposes of this section, the terms "employee" or "employees" shall refer to and include employees, officers, agents, representatives, subcontractors or volunteers.

Notwithstanding the foregoing, no employee, officer, agent, representative, subcontractor or volunteer of any party to this Agreement shall be considered an "employee" of any other party to this Agreement for purposes of indemnification.

Section 16. Legal Representation and Advice

In the course of providing fire and emergency services in accordance with this Agreement, each Party shall seek legal counsel regarding legal matters or issues from their respective counsel. In the event that a legal matter or issue relates to two or more Parties where the Parties involved will benefit from joint representation, the Parties may choose to be represented by the same legal counsel so long as no conflict of interest arises by such representation, and the Parties may agree on an apportionment of costs, if applicable, as allowed by law. Under any circumstances when two or more Parties are represented by the same legal counsel, no Party may bind the others to a settlement agreement without the written consent of the other Parties.

Section 17. Insurance

Each Party shall be responsible for maintaining a program of insurance that shall cover each Party's indemnification obligations. Without in any way affecting the indemnity herein provided and in addition thereto, each Party shall secure and maintain throughout the Agreement the following types of insurance, including coverage through a pooled risk joint powers agency such as the Redwood Empire Municipal Insurance Fund with limits as

shown.

A. **Workers' Compensation:**

A program of Workers' Compensation Insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons providing services on behalf of each Party and all risks to such persons under this Agreement.

B. **Comprehensive General and Automobile Liability Insurance:**

This coverage is to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy or self-insurance shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000.00).

Additional Named Insured:

All policies, and/or memoranda of coverage, except Workers' Compensation, shall contain additional endorsements naming each Party and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of each Party's performance hereunder.

C. **Policies Primary and non-Contributory:**

All policies required above are to be the primary and non-contributory with any insurance or self-insurance carried or administered by each Party.

Section 18. Mediation

Should any dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within 30 days of a request, unless they mutually agree to a longer period. The mediator shall be agreed to by the Parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by an agreed-upon service or parties themselves. The mediator shall be selected by a mutually agreed random selection. The cost of mediation shall be borne equally by the Parties. No Party shall be deemed the prevailing party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good-faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall not last more than 60 days, unless the 60 day period is extended in writing by the Parties.

Section 19. Additional Documents and Agreements

The parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

Section 20. Successors

This Agreement shall bind and inure to the benefit of all successors and assigns of the parties and any associates in interest, and their respective directors, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively.

Section 21. Warranty of Legal Authority

Each party warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder. If any party is found to lack the authority to perform the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, this Agreement shall be void.

Section 22. Assignment/Delegation

Neither party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

Section 23. No Third-Party Beneficiary

This Agreement is only for the benefit of the Parties as municipal or corporate entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or party shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

Section 24. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 25. Agreement Controlling

In the event of a conflict between the provisions of the text of this Agreement, the provisions of the text shall prevail.

Section 26. Entire Agreement

This document is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. This Agreement may be transmitted electronically and executed in counterparts, each such executed electronic copy shall be admissible for any purpose and in any judicial or administrative proceeding as evidence of the agreement between the Parties.

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

CITY OF UKIAH

By: Douglas F. Crane
Douglas F. Crane, Mayor

Approved to Form:

David J. Rapport
City Attorney

Attest:

Kristine Lawler
Kristine Lawler, City Clerk

UKIAH VALLEY FIRE DISTRICT

By: David B. Haas
David B. Haas, Board President

Approved to Form:

Don Lance
District Counsel

Attest:

Stephanie Abba
District Secretary

AMENDED AND RESTATED AGREEMENT FOR SHARED MANAGEMENT OF FIRE DEPARTMENTS

THIS AGREEMENT amends and restates in its entirety the Agreement for Shared Management of their respective Fire Departments, which became effective on July 1, 2017, between the City of Ukiah, a general law municipal corporation ("City") and the Ukiah Valley Fire Protection District, a California fire protection district formed pursuant to Health and Safety Code Sections 13800 et seq. ("District"), (collectively the "Parties" and individually a "Party"), all of which are organized and existing under and by virtue of the Constitution and the laws of the State of California. This Agreement between the Parties shall become effective if and when the annexation of the entire City by the District becomes final and effective.

WITNESSETH:

WHEREAS, the Parties are each empowered by law to acquire sites, construct, equip, staff, maintain, operate and lease public buildings and related facilities to provide fire, medical, and other emergency services; and

WHEREAS, the Parties desire to maximize use of the existing resources, create cost saving opportunities, reduce duplication, maintain local control and continue to deliver fire, medical, and other emergency services at a high level of service; and

WHEREAS, the Parties desire to accomplish the aforesaid purpose by jointly exercising their common powers in the manner set forth in this Agreement; and

WHEREAS, the Parties are authorized to jointly exercise their powers pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1, Sections 6500 through 6530, of the Government Code of the State of California.,

NOW, THEREFORE, the Parties, for and in consideration of the mutual benefits, promises, and agreements set forth herein, AGREE as Follows:

Section 1. Purpose

This Agreement is made pursuant to California Government Code Section 6500, et seq., hereinafter referred to as the "Act," to permit the joint exercise of certain powers common to the Parties. The purpose of this Agreement is to exercise these powers jointly by managing, equipping, maintaining, and operating fire, medical, and other emergency services to said Parties. Such purpose will be accomplished and common powers exercised in the manner set forth in this Agreement. The Parties may use the designation "Ukiah Valley Fire Authority" to identify the provision of the services provided under this Agreement, including on equipment, uniforms, buildings, letterhead, phone and other directories; provided, however, that the use of such designation shall not be deemed to create a separate legal entity or to change the liability of the Parties or change the contractual obligations of the Parties under this or any other agreements. All pre-existing obligations, rights, and privileges of the Parties shall continue hereunder, subject to the terms and conditions of this Agreement.

The legislative bodies of the Parties shall jointly meet a minimum of twice a year to review the activities and operation of this Agreement including a joint review of the annual budget development and a mid-fiscal year review. The Parties may call for additional joint meetings, as may be needed from time to time.

Section 2. Service Level

The Parties shall jointly coordinate an emergency response system inclusive of emergency medical response (EMS), structural firefighting, wildland firefighting, public education, hazardous material response, disaster response, rescue, fire prevention inspections, fire investigations and related public safety, managerial and administrative services, to the extent and in the manner consistent with this Agreement and approved annual budgets.

Section 3. Term

This Agreement shall become effective if and when the annexation of the entire City by the District becomes final and effective. and shall be binding upon all parties hereto, and shall thereafter continue in full force and effect until such

time as the Parties agree to terminate the Agreement, in the manner set forth in Section 9 or 10.

Section 4. Fire Executive Committee

- A. The Parties hereby agree that the duties set forth in Section 5 of this Agreement shall be conducted by an administrative entity to be known as the "Fire Executive Committee" whose membership shall consist of two appointees from each Party's legislative bodies.
- B. Meeting of the Fire Executive Committee
 1. Regular Meetings of the Fire Executive Committee.
The Fire Executive Committee shall provide for its regular meetings; however, it shall hold at least one regular meeting each quarter. The Fire Executive Committee may call special meetings, as may be needed from time to time.
 2. The entire Fire Executive Committee shall constitute a quorum for the transaction of business. A majority vote of the members of the Fire Executive Committee is required to take action, although a lesser number of the Fire Executive Committee may adjourn for lack of a quorum to a date certain.
 3. The Fire Executive Committee shall comply with the Brown Act.
 4. For those duties of Fire Executive Committee requiring collaboration, the term "collaboration", "collaborate," or "collaborative" shall mean the meaningful and timely process of the members each seeking, discussing, and considering carefully the information and views of each Party in a manner that is cognizant of all Parties' values, reasonably attempting to reach agreement through cooperative efforts for the mutual benefit of the Parties. Collaboration among the members shall be conducted in a way that is mutually respectful of each Party's discretionary authority. If agreement cannot reasonably be reached among the members with respect to any particular, necessary action concerning matters within the discretionary authority of a particular Party to this Agreement, then the Party with discretionary authority shall take the action it determines appropriate in the exercise of its discretion.

Section 5. Powers and Duties of the Fire Executive Committee

A. Common Powers

The Parties shall retain the legislative authority to exercise their common powers for the purposes of this Agreement. The Parties do not intend the Fire Executive Committee to be a legal entity, separate and apart from the Parties. The Fire Executive Committee is not a joint powers agency or authority, partnership, joint venture, or joint enterprise of any kind.

B. Duties

The Fire Executive Committee shall take any and all actions within its authority as specified in this Agreement necessary and appropriate to implement the purposes of this Agreement, including, but not limited to, any or all of the following:

1. Jointly develop and recommend to their respective legislative bodies an annual budget and cost apportionment plan for each of the Parties to participate in the cooperative efforts contemplated by this Agreement;
2. Collaborate to ensure the cost for services are equitably shared among those receiving and/or benefiting from the services provided for under this Agreement;
3. Collaborate with the employing Party regarding the appointment of the Fire Chief, who shall be responsible for coordinating and overseeing the cooperative efforts of the Parties in providing fire, medical and other emergency services in each jurisdiction, in a manner consistent with this Agreement;
4. Collaborate to determine recommended service levels, facilities, apparatus, equipment and personnel in furtherance of each Party's participation in the cooperative efforts contemplated by this Agreement;
5. Collaborate to identify and recommend comprehensive approaches for shared fire, medical, and other emergency services between the Parties including, but not limited to, governance, personnel, apparatus, equipment and facilities; and
6. Collaborate to identify and recommend fire and emergency medical service policies, ordinances, and fees consistent with the cooperative efforts contemplated by this Agreement.

Section 6. Key Management Services

The services identified below ("Key Management Personnel/Services") shall be subject to this Agreement:

A. Fire Chief

1. The Fire Chief shall provide general administration and oversight of the Ukiah Valley Fire Authority, all in accordance with the requirements and expectations of this Agreement, statutory law, local ordinances, applicable City and District rules and regulations and the customary duties of a Fire Chief.
2. The Fire Executive Committee identified in Section 4 of this agreement shall provide advisory support to the Fire Chief. The Fire Chief shall coordinate and cooperate with each Party regarding the performance of services within their respective jurisdiction. Each Party shall provide direction to the Fire Chief regarding services or any desired special projects to be performed for each Party. The Fire Executive Committee shall collaborate regarding directions from their respective Parties, for the purpose of avoiding conflicting guidance or creating conflicts relating to priority of services.

B. Financial and General Services

1. The City agrees to provide financial and general services to the District for the term of the Agreement, including accounts payable, procurement, billing and accounts receivable, general accounting and reporting, budget development and monitoring, and other general services such as human resources and city clerk services as may be deemed necessary by the District.
2. The City will perform these services pursuant to any applicable state and federal law and pursuant to City policies and regulations, unless otherwise directed by the District in writing. The City shall perform procurement, contracting and personnel services in accordance with laws applicable to California cities, including, but not limited to, the Uniform Construction Cost Accounting Act, unless otherwise specifically directed by the District Board. The District shall be responsible for and for understanding the financial and other activities and information performed or related to the services provided by the City to the District under this Agreement. The City is not performing these services as the District's agent but as a service provider and the parties agree that the City does not assume a fiduciary duty to the District in the performance of these financial and general services.
3. The District shall compensate the City for Financial and General Services as approved in the annual Cost Apportionment Plan.

Section 7. Budget and Cost Apportionment Plan

- A. The Parties, in adopting their annual budgets, will determine the specific expenditures and costs to be shared among the Parties (the "Cost Apportionment Plan"). The Cost Apportionment Plan shall be developed by the Fire Executive Committee and recommended for approval by the Parties. Payment and credits under the Cost Apportionment Plan shall be based on actual expenditures.
- B. The Fire Executive Committee has the authority to fully implement the approved Budget and Cost Apportionment Plan. The Fire Chief, with the approval of Fire Executive Committee, may recommend expenditures and transfers or adjustments of amounts authorized by the Cost Apportionment Plan. However, neither the Fire Chief nor Fire Executive Committee may exceed the personnel staffing authorized except for temporary, strike team or emergency positions, either in number, position classification, or salary. In addition, neither the Fire Chief nor Fire Executive Committee may increase the total amount of the approved expenditure budget without the approval of the legislative body of each Party.

Section 8. Services to Other Agencies

The Fire Executive Committee, through this Agreement may recommend that the Parties provide fire, medical, and/or other emergency services to other agencies that are not already a party to this Agreement. Such services may be provided with the concurrence of all Parties and upon execution of an amendment to this Agreement by all Parties. The charges for such services shall be determined in accordance with the authority of the Parties under the provisions of Government Code section 55631, et seq.

Section 9. Withdrawal; Termination

A Party may withdraw as a party to this Agreement by mutual written agreement and consent of the City and District with a July 1st effective date unless otherwise agreed to by both Parties. Such withdrawing Party shall perform all obligations

under this Agreement until the agreed upon date of withdrawal. A withdrawing Party shall remain obligated to perform obligations, including financial obligations arising prior to the withdrawal date,

Section 10. Dissolution/Reorganization

- A. The Agreement shall terminate if the number of parties to this Agreement becomes less than two, or if the parties unanimously agree to terminate the Agreement. If the Parties have accumulated any assets relating to the shared management of fire, medical, and other emergency services prior to termination, such assets shall be distributed among the Parties per their respective contributions, unless the Parties may otherwise agree.
- B. Per the Fire District Law of 1987 (Health & Safety Code §138122), the Cortese-Knox Local Government Reorganization Act of 1985 (Division 3 (commencing with Section 56000) of Title 5 of the Government Code) shall govern any change of organization or reorganization of a fire district. This Agreement is intended to allow for the administration and operation of a jointly coordinated emergency response system, until City annexations result in 70% of the District territory and 70% of the registered voters of the District being within the City's limits. Upon the occurrence of this condition the parties will be deemed to have jointly requested the Mendocino County Local Agency Formation Commission ("LAFCO"), pursuant to Government Code Sections 56078 and 57105, to establish the District as a subsidiary district of the City with the City Council serving as the Board of Directors of the District. Upon LAFCO's approval of the subsidiary district, this Agreement shall terminate.

The District agrees to support revisions to the City's General Plan, Municipal Service Review ("MSR") and Sphere of Influence ("SOI") necessary or advisable to enable annexations and reorganization and not to propose or seek LAFCO approval for or support proposed provisions in the District's MSR or SOI that would inhibit, conflict with, or prevent such City annexations and/or reorganization. The District shall support any annexations by the City that further the goal described in Section 10 B.

Section 11. Amendment to Agreement

The Fire Executive Committee may recommend an amendment to this Agreement. This Agreement may only be amended by approval of all the Parties to this Agreement. The Fire Executive Committee shall forward the proposed amendment with its recommendation to the legislative body of each party to the Agreement. The proposal shall be accompanied by a copy of the proposed amendment to the Agreement, which shall be adopted, properly executed, and returned to Fire Executive Committee if the party concurs with the amendment. This Section 11 shall not prevent the Parties from adopting an amendment to this agreement that is not recommended by the Fire Executive Committee.

Section 12. Additional Parties to the Agreement

Agencies, as defined in the Act, which are not parties hereto, may become Parties hereto only by amendment to this Agreement and upon approval of all the Parties to this Agreement.

Section 13. Notices

Whenever notice or other communication is permitted or required by this agreement, it shall be deemed given when personally delivered or when received, if delivered by overnight courier or email, if receipt is acknowledged in writing, or 48 hours after it is deposited in the United States mail with proper first class postage affixed thereto and addressed as follows:

To City:	City of Ukiah 300 Seminary Ave. Ukiah, CA 95482 Email: Attention: Mayor and City Manager
To District:	Ukiah Valley Fire District 1500 South State Street Ukiah, CA 95482 Email: Attention: Board Chair

A Party may change the address and email address to which notices shall be sent by giving notice of the change as

provided herein.

Section 14. Severability

Should any part, term, portion, or provision of this Agreement or the application thereof of any person or circumstances, be in conflict with any State or Federal law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the parties intended to enter into in the first instance.

Section 15. Hold Harmless and Indemnity

Each party agrees to defend, indemnify, and save all other parties harmless from any and all claims arising out of said party's employees' negligent acts, errors, omissions or willful misconduct while performing pursuant to this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of said party, its officers, employees, or agents.

Each party hereby agrees to defend itself from any claim, action or proceeding by third parties arising out of the concurrent acts or omissions of their employees. In such cases, each party agrees to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs.

Notwithstanding the above, where a trial verdict or arbitration award allocates or determines the comparative fault of the members, the members may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with said comparative fault.

As required by Section 17 herein, the Parties are responsible to provide workers compensation insurance for injuries sustained in the normal course and scope of their respective employees' performance of services. The Parties waive any right of subrogation against each other for any and all losses sustained by the Parties, subject to such workers compensation coverage. The Parties further acknowledge that the so-called "firefighter's rule" regarding primary assumption of risk generally prevents public safety officers employed by one agency, or their agency itself, from being exposed to liability for injuries suffered by public safety officers employed by another agency in the line of duty. To the extent any such claims of liability or actions are brought by any employee(s) of one Party against another Party to this Agreement, or such other Party sustains any losses thereby, the Party employing such claimant(s) shall indemnify the other Party for any such claims, actions, or losses.

For purposes of this section, the terms "employee" or "employees" shall refer to and include employees, officers, agents, representatives, subcontractors or volunteers.

Notwithstanding the foregoing, no employee, officer, agent, representative, subcontractor or volunteer of any party to this Agreement shall be considered an "employee" of any other party to this Agreement for purposes of indemnification.

Section 16. Legal Representation and Advice

In the course of providing fire and emergency services in accordance with this Agreement, each Party shall seek legal counsel regarding legal matters or issues from their respective counsel. In the event that a legal matter or issue relates to two or more Parties where the Parties involved will benefit from joint representation, the Parties may choose to be represented by the same legal counsel so long as no conflict of interest arises by such representation, and the Parties may agree on an apportionment of costs, if applicable, as allowed by law. Under any circumstances when two or more Parties are represented by the same legal counsel, no Party may bind the others to a settlement agreement without the written consent of the other Parties.

Section 17. Insurance

Each Party shall be responsible for maintaining a program of insurance that shall cover each Party's indemnification obligations. Without in any way affecting the indemnity herein provided and in addition thereto, each Party shall secure and maintain throughout the Agreement the following types of insurance, including coverage through a pooled risk joint powers agency such as the Redwood Empire Municipal Insurance Fund with limits as

shown.

A. Workers' Compensation:

A program of Workers' Compensation Insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons providing services on behalf of each Party and all risks to such persons under this Agreement.

B. Comprehensive General and Automobile Liability Insurance:

This coverage is to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy or self-insurance shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000.00).

Additional Named Insured:

All policies, and/or memoranda of coverage, except Workers' Compensation, shall contain additional endorsements naming each Party and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of each Party's performance hereunder.

C. Policies Primary and non-Contributory:

All policies required above are to be the primary and non-contributory with any insurance or self-insurance carried or administered by each Party.

Section 18. Mediation

Should any dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within 30 days of a request, unless they mutually agree to a longer period. The mediator shall be agreed to by the Parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by an agreed-upon service or parties themselves. The mediator shall be selected by a mutually agreed random selection. The cost of mediation shall be borne equally by the Parties. No Party shall be deemed the prevailing party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good-faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall not last more than 60 days, unless the 60 day period is extended in writing by the Parties.

Section 19. Additional Documents and Agreements

The parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

Section 20. Successors

This Agreement shall bind and inure to the benefit of all successors and assigns of the parties and any associates in interest, and their respective directors, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively.

Section 21. Warranty of Legal Authority

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CITY OF UKIAH

By: 
Douglas F. Crane, Mayor

Approved to Form:


City Attorney

Attest:


Kristine Lawler, City Clerk

UKIAH VALLEY FIRE DISTRICT

By: 
David B. Haas, Board President

Approved to Form:


District Counsel

Attest:


District Secretary