



City Council Special Meeting
AGENDA

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482
August 24, 2017 - 6:30 PM

SPECIAL JOINT MEETING WITH THE UKIAH VALLEY FIRE DISTRICT.

1 ROLL CALL

2 PLEDGE OF ALLEGIANCE

3 AUDIENCE COMMENTS ON NON-AGENDA ITEMS

4 NEW BUSINESS

- 4.a. [Authorize by corresponding resolution the City of Ukiah Mayor and the Ukiah Valley Fire District President to execute a Joint Powers Agreement for shared management of fire services.](#)

Recommended Action: Authorize by corresponding resolution the City of Ukiah Mayor and the Ukiah Valley Fire District President to execute a Joint Powers Agreement for shared management of fire services.

[Attachment 1 - Exhibit A - Agreement.docx](#)

[Attachment 2 - City Council Resolution.docx](#)

[Attachment 3 - UVFD Resolution.docx](#)

- 4.b. [Authorize the City Manager and the District President to Open Limited Negotiations and to Negotiate and Execute an Employee Transfer Agreement, Presented in Draft Form.](#)

Recommended Action: Authorize the City Manager and The District President to open limited negotiations and to negotiate and execute an employee transfer agreement, presented in draft form.

[Attachment 1 - Employee transfer language DRAFT 1.1](#)

5 ADJOURNMENT

Please be advised that the City needs to be notified 72 hours in advance of a meeting if any specific accommodations or interpreter services are needed in order for you to attend. The City complies with ADA requirements and will attempt to reasonably accommodate individuals with disabilities upon request.

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection at the front counter at the Ukiah Civic Center, 300 Seminary Avenue, Ukiah, CA 95482, during normal business hours, Monday through Friday, 8:00 am to 5:00 pm.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Ukiah City Hall, located at 300 Seminary Avenue, Ukiah, California, not less than 72 hours prior to the meeting set forth on this agenda.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Authorize by corresponding resolution the City of Ukiah Mayor and the Ukiah Valley Fire District President to execute a Joint Powers Agreement for shared management of fire services.

DEPARTMENT: Fire

PREPARED BY: Kirk Thomsen

ATTACHMENTS:

[Attachment 1 - Exhibit A - Agreement.docx](#)

[Attachment 2 - City Council Resolution.docx](#)

[Attachment 3 - UVFD Resolution.docx](#)

Summary: The City of Ukiah and Ukiah Valley Fire District will consider a new agreement for continued collaboration to provide unified fire service in the Ukiah Valley.

Background: Since 2013, the City of Ukiah ("City") and the Ukiah Valley Fire District ("UVFD") have been providing merged fire and related medical services to the Ukiah Valley. To date, the services have been provided under a very lengthy and cumbersome interim agreement which expired on June 30, 2017. While the interim agreement succeeding in merging services, it is not the appropriate tool moving forward for a long term service relationship between the City and the UVFD.

The Fire Ad-hocs from the City and the UVFD have been working to determine the best approach to continue the unification and collaboration of fire and related services. The recent joint budget adoption for both agencies is an example of the expanding collaboration. Personnel costs and most operational expenses are now

RECOMMENDED ACTION: Authorize by corresponding resolution the City of Ukiah Mayor and the Ukiah Valley Fire District President to execute a Joint Powers Agreement for shared management of fire services.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 1314-198; A-1, A-2, A-3, A-4

COORDINATED WITH: UVFD (Cherry/Carpenter) and City (Brown/Doble) Ad-hocs

Approved: _____


Sage Sangiacomo, City Manager

allocated equally while recognizing there is more work that needs to be done to ensure an equitable cost distribution among those receiving and/or benefiting from the services.

Discussion: The Fire Ad-hocs have worked with staff to develop a new agreement for the continued collaboration to provide merged fire service in the Ukiah Valley. The draft agreement (Attachment 1) and corresponding authorizing resolutions (Attachments 2 & 3) are included for review and consideration.

Under the framework of a management joint powers, the new agreement is ongoing and does not require continual renewals. It brings equality to both governing bodies through budget approvals and allows for the formation of a Fire Executive Committee that will continue to search and develop solutions for comprehensive fire protection.

Under the proposed agreement, the parties will jointly manage fire, medical and other related emergency services, but will retain their legislative authority. The legislative bodies will meet jointly a minimum of twice a year to review activities and operation of the agreement including review of the annual budget development and a mid-fiscal year review. In addition, the City and District will meet as necessary to consider governance, management, and operational policy recommendations from the Fire Executive Committee.

At a working group level, a Fire Executive Committee consisting of two appointees from each agency's legislative bodies will work on a frequent basis to undertake the following tasks:

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; and
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; and
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; and
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; and
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.

The proposed Joint Powers Authority Agreement represents the next phase of collaborative efforts that takes advantage of the strengths of each agency and identifies a long term approach to providing and improving fire related services for the Ukiah Valley.

AGREEMENT FOR SHARED MANAGEMENT OF FIRE DEPARTMENTS

THIS AGREEMENT becomes effective on July 1, 2017 ("Effective Date") in Ukiah, California, 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 "Party"), all of which are organized and existing under and by virtue of the Constitution and the laws of the State of California.

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 containment 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 as of July 1, 2017 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.
 - 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; and
 - 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; and
 - 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; and
 - 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; and
 - 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 City and District Fire Departments, 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 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 its 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, including any such additional agencies. 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 without penalty upon a minimum of 18 months notice 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 noticed July 1 date of withdrawal. A withdrawing Party shall remain obligated to perform obligations, including financial obligations arising prior to the July 1 withdrawal date,

Section 10. Dissolution

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, or as the Parties may otherwise agree.

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. 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 "blindfolded" process. 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 in 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. Successors

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

Section 25. Governing Law

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

Section 26. 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 27. 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 executed in counterparts, each of which shall constitute an original.

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: _____

Approved to Form:

Its: Mayor

City Attorney

Attest:

City Clerk

UKIAH VALLEY FIRE DISTRICT

By: _____

Its: Board President

Approved to Form:

District Counsel

Attest:

District Secretary

RESOLUTION NO. 2017-

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A JOINT POWERS AGREEMENT WITH THE UKIAH VALLEY FIRE DISTRICT FOR SHARED MANAGEMENT OF FIRE SERVICES

WHEREAS, the City of Ukiah and the Ukiah Valley Fire District are each empowered by law to acquire sites, construct, equip, staff, maintain, operate and lease public buildings and related facilities, including for providing fire, medical, and other emergency services; and

WHEREAS, the City of Ukiah and the Ukiah Valley Fire District desire to maximize use of the existing resources, create opportunities to reduce duplication of effort and explore efficiencies, maintain local control and continue to deliver fire, medical, and other emergency services at a high level of service; and

WHEREAS, the City of Ukiah and the Ukiah Valley Fire District 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, BE IT RESOLVED by the City Council of the City of Ukiah that the Mayor is hereby authorized to execute a Joint Powers Agreement, attached hereto as Exhibit A, by and between the City of Ukiah, a Municipal Corporation, and Ukiah Valley Fire District, a California fire protection district formed pursuant to Health and Safety Code Sections 13800 et seq., for shared management of fire services.

PASSED AND ADOPTED by the City Council of the City of Ukiah this 24th day of August, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jim O. Brown, Mayor

ATTEST:

Kristine Lawler, City Clerk

RESOLUTION NO. 2017-

RESOLUTION AUTHORIZING THE DISTRICT PRESIDENT TO EXECUTE A JOINT POWERS AGREEMENT WITH THE CITY OF UKIAH FOR SHARED MANAGEMENT OF FIRE SERVICES

WHEREAS, the City of Ukiah and the Ukiah Valley Fire District are each empowered by law to acquire sites, construct, equip, staff, maintain, operate and lease public buildings and related facilities, including for providing fire, medical, and other emergency services; and

WHEREAS, the City of Ukiah and the Ukiah Valley Fire District desire to maximize use of the existing resources, create opportunities to reduce duplication of effort and explore efficiencies, maintain local control and continue to deliver fire, medical, and other emergency services at a high level of service; and

WHEREAS, the City of Ukiah and the Ukiah Valley Fire District 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, BE IT RESOLVED by the District Board of the Ukiah Valley Fire District that the District President is hereby authorized to execute a Joint Powers Agreement, attached hereto as Exhibit A, by and between the City of Ukiah, a Municipal Corporation, and Ukiah Valley Fire District, a California fire protection district formed pursuant to Health and Safety Code Sections 13800 et seq., for shared management of fire services.

PASSED AND ADOPTED by the District Board of the Ukiah Valley Fire District this 24th day of August, 2017, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

D. C. Carpenter, Board President

ATTEST: Stephanie Abba, Clerk of the Board



AGENDA SUMMARY REPORT

SUBJECT: Authorize the City Manager and the District President to Open Limited Negotiations and to Negotiate and Execute an Employee Transfer Agreement, Presented in Draft Form.

DEPARTMENT: Fire

PREPARED BY: Kirk Thomsen

ATTACHMENTS:

[Attachment 1 - Employee transfer language DRAFT 1.1](#)

Summary: Since 2013, the City of Ukiah (City) and the Ukiah Valley Fire District (District) have been exploring a long term merger of fire services. Currently, the agencies provide merged services under an interim agreement which expired on June 30, 2017. In order to bring equity to team members and standardize employment packages, the transfer of employees from the District to the City is recommended.

Background: Since 2013, the City of Ukiah ("City") and the Ukiah Valley Fire District ("UVFD") have been meeting to explore and discussed merged fire services. Through the joint budget adoption for both agencies, personnel costs and most operational expenses are now allocated equally.

Discussion: In order to bring equity to the team members and standardize employment packages, Staff recommends that through attrition, promotional, and other means as well as working with labor representation, paid staff to be moved to the City of Ukiah. Whereas the Ukiah Valley Fire District should retain the volunteer staff and volunteer limited term contracts for reimbursable emergencies. If the transfer agreement is approved

RECOMMENDED ACTION: Authorize the City Manager and The District President to open limited negotiations and to negotiate and execute an employee transfer agreement, presented in draft form.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager and Sheri Mannion, HR & Risk Management Director

Approved: _____


Sage Sangiacomo, City Manager

in substantial form, the District President and City Manager will work to negotiate and execute a final agreement with the District and City's fire labor groups. Upon executions, Chief Thomson will work with Human Resources to transfer those employees not moved by promotion while current/future vacancies will be filled as City of Ukiah employees.

In order to achieve standardization and equality amongst the staff of the Ukiah Valley Fire District and the City of Ukiah, transferring employees to a singular employer, through attrition, promotion and negotiation with Labor representatives is a desired outcome of the Joint Powers Agreement.

Transferring Employees are to be employed by the City under the terms and conditions of the City's Collective Bargaining Agreements with I.A.F.F. 3686. Transfers of existing employees will follow and comply with the terms and conditions of this agreement. The following provisions relate to the continuing obligations pertaining to the employees transferred by the District to the City:

In accordance with the applicable Collective Bargaining Agreements and Civil Service Rules, the City agrees to treat all employment service with the District as equivalent of service with the City for purposes of employment status, seniority, and benefits relating to wages, hours, and terms and conditions of employment that are associated with seniority with the City. In the event this Agreement is terminated and any employee is transferred back to the District as its sole employer, all employment with the City will be treated by the District as the equivalent of service with the District for the same purposes referenced above.

If a Transferring Employee's base salary being earned at the time of transfer to the City was greater than the top range/control point band for the comparable classification in the City, such employee's salary shall not be reduced, but the employee shall be placed at a retained salary rate until such time as the salary range/band for the classification with the City meets or exceeds the salary of the employee.

All sick leave and vacation hours accrued by Transferring Employees at the time of transfer to the City shall be transferred with the Transferring Employees. If employees are transferred back to the District, all sick leave and vacation hours shall be transferred with the employees. If during the term of the Agreement, a payout of accrued vacation or sick leave is made for a Transferring Employee upon termination, retirement, death, or other reason, such payout shall be paid by each entity as defined in the Joint Powers Agreement budget percentage process.

Transferring Employees will be brought under the City's health insurance plan and the City agrees to accept any District Employee transferring to the City who is under COBRA into the City's plan for the duration of the former employee's COBRA coverage.

The District shall continue to pay pre-funding of the benefits, service costs or any other associated costs ("Retiree Costs") of any retiree health insurance plan for retired Employees.

Workers' Compensation Claims and Insurance

The City shall not be responsible for the payment of insurance coverage, claims, or benefits to any District Employee or Transferring Employee arising out of their employment with the District prior to the date of transfer. The District agrees to fully indemnify and hold the City, its officers, employees and agents harmless from any claim, benefit, expense or cost incurred for such employees.

Volunteer Coverage

Volunteer personnel shall not be included in the City's workers' compensation program but shall remain under a separate policy of insurance naming the District as the employer. The provider of such coverage will be chosen by the District Board.

Termination

Upon termination of The Joint Powers Agreement, in order to provide fire protection services in the District, the District agrees to offer, not require, reinstatement of all Transferring Employees.

Upon termination of The Joint Powers Agreement, the District intends to offer any Transferring Employees that accepted job positions with the City in accordance with this Agreement, the following:

a. The employee's status upon reinstatement must be equivalent to the status he would have had if he were employed by the District during the term of his employment with the City so that there will be no break or lapse in service.

b. If the employee accepts the offer of reinstatement and was covered by the Collective Bargaining Agreement between the District and the Ukiah Valley Fire District Employees Association prior to being transferred to the City, that employee shall be reinstated with the District under the terms and conditions of employment covered by said Collective Bargaining Agreement, except for base salary. The employee's base salary shall be the base salary the employee is earning with the City at the time of reinstatement with the District.

c. If a Transferring Employee accepts the offer of reinstatement and was covered by the Collective Bargaining Agreement between the District and Ukiah Valley Fire District Employees Association prior to being transferred to the City, that employee shall be reinstated with the District under the terms and conditions of employment covered by said Collective Bargaining Agreement.

d. If the employee accepts the offer of reinstatement and was not covered by a Collective Bargaining Agreement with the District prior to being transferred to the City, that employee shall be reinstated under the terms and conditions of employment that existed with the District.

e. In the event the District is prevented from reinstating any of the Transferring Employees, or some of them, the Transferring Employees who cannot be reinstated with the District will remain employees of the City subject to applicable collective bargaining agreements and Civil Service Rules. This Agreement does not create any third party beneficiary employment rights.

f. Except for any costs, demands, claims, or other liability associated with any action, if any, filed against the City under its Collective Bargaining Agreements, the District agrees if any costs, demands, claims, or other liability, if any, arises from the above items the District intends to offer its former employees, that the District shall be solely responsible for such liability and holds the City harmless therefrom.

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