



City of Ukiah



City Council & Ukiah Valley Fire District

Special Meeting AGENDA

City Council and Ukiah Valley Fire District Joint Meeting

Register for Ukiah City Council & Fire District Special Meeting at:

<https://attendee.gotowebinar.com/register/6653488325137117963>

After registering, you will receive a confirmation email containing information about joining the webinar. Alternatively, you may view the meeting (without participating) by clicking on the name of the meeting at www.cityofukiah.com/meetings.

September 21, 2021 - 6:30 PM

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

2. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

The City Council welcomes input from the audience. If there is a matter of business on the agenda that you are interested in, you may address the Council when this matter is considered. If you wish to speak on a matter that is not on this agenda, you may do so at this time. In order for everyone to be heard, please limit your comments to three (3) minutes per person and not more than ten (10) minutes per subject. The Brown Act regulations do not allow action to be taken on audience comments in which the subject is not listed on the agenda.

3. NEW BUSINESS

- 3.a. Consideration and Adoption of City and District Resolutions Agreeing to the Allocation of Property Taxes and Ukiah Valley Fire Protection District Parcel Taxes upon the Annexation of the City of Ukiah by the Ukiah Valley Fire Protection District

Recommended Action: Adopt Resolutions agreeing to the allocation of property taxes and Ukiah Valley Fire Protection District parcel taxes upon the annexation of the City of Ukiah by the Ukiah Valley Fire Protection District

Attachments: None

4. ADJOURNMENT

Please be advised that the City/District 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/District 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 / Fire District 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 24 hours prior to the meeting set forth on this agenda.

Kristine Lawler, CMC/City Clerk

Dated: 9/20/21



AGENDA SUMMARY REPORT

SUBJECT: Consideration and Adoption of City and District Resolutions Agreeing to the Allocation of Property Taxes and Ukiah Valley Fire Protection District Parcel Taxes upon the Annexation of the City of Ukiah by the Ukiah Valley Fire Protection District

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER:

ATTACHMENTS:

1. City Tax share agreement resolutionFinalALT(1) with EXs
2. District Tax share agreement resolutionFinalALT(1) with EXs

Summary:

Background:

Discussion:

Recommended Action: Adopt Resolutions agreeing to the allocation of property taxes and Ukiah Valley Fire Protection District parcel taxes upon the annexation of the City of Ukiah by the Ukiah Valley Fire Protection District

BUDGET AMENDMENT REQUIRED:

CURRENT BUDGET AMOUNT:

PROPOSED BUDGET AMOUNT:

FINANCING SOURCE:

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH:

Approved:


Sage Sangiacomo, City Manager

RESOLUTION NO. 2021-

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 exchange 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:

NOES:

ABSENT:

ABSTAIN:

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.

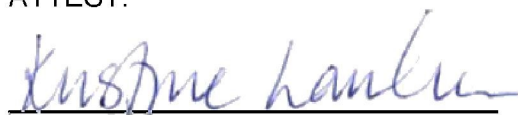
PASSED AND ADOPTED by the Council of the City of Ukiah this 19th day of May 2021 by the following roll call vote.

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

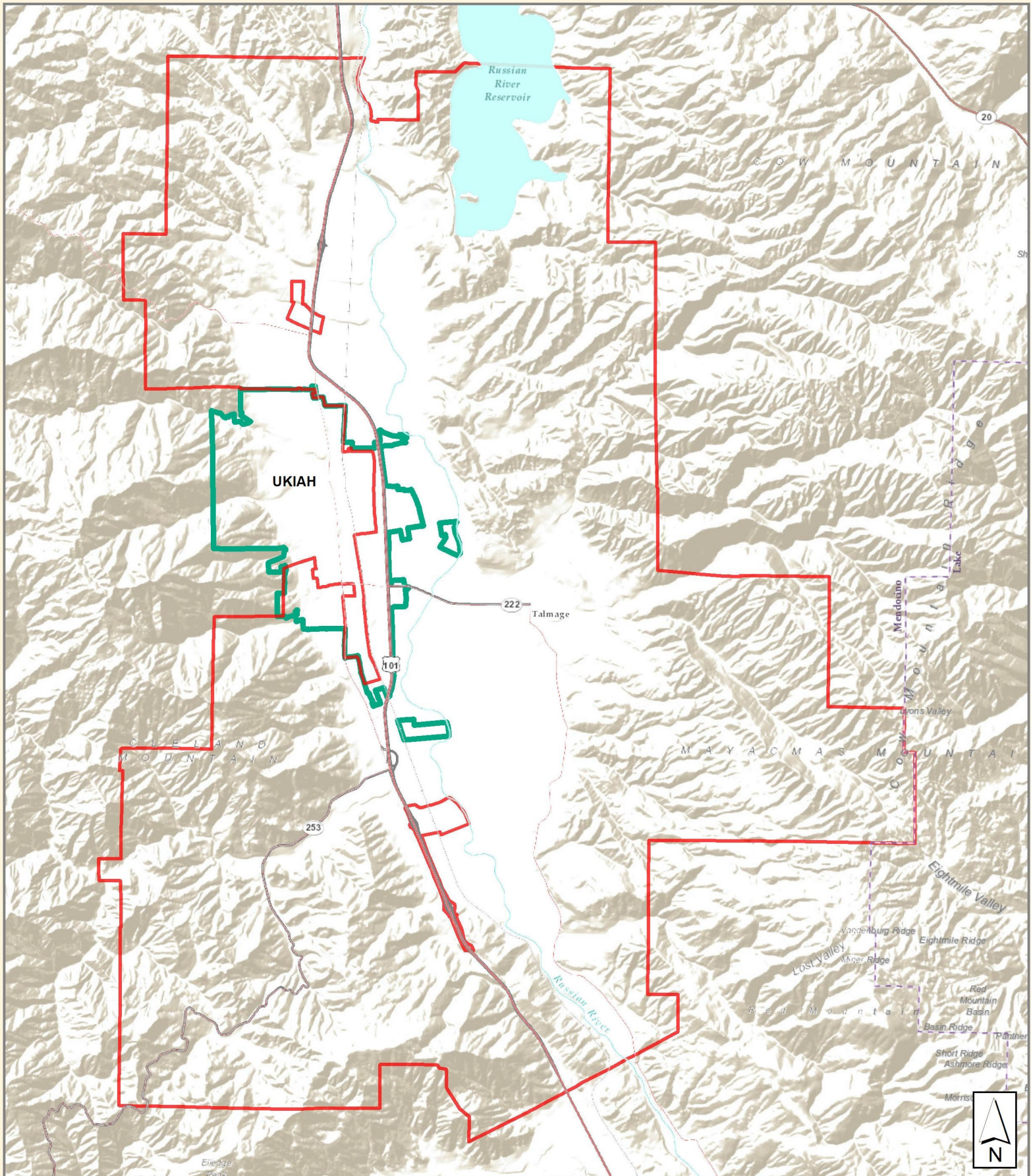


Juan Orozco, Mayor

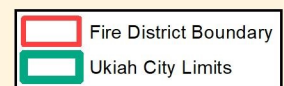
ATTEST:



Kristine Lawler, City Clerk



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.

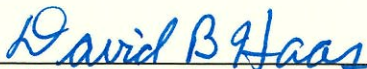
PASSED AND ADOPTED by the Board of Directors of the Ukiah Valley Fire Protection District, County of Mendocino, State of California, on this 18th day of May 2021, by the following roll call vote.

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

RESOLUTION NO. 2021-

RESOLUTION OF THE BOARD OF DIRECTORS OF THE UKIAH VALLEY FIRE DISTRICT 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 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, 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 Fire Protection 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 for fire services; 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 auditor's report in order 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.

10. As explained in the attached Exhibit B, Recital Nos. 5 and 6, the District's special taxes will apply to all parcels in the City of Ukiah, and the Mendocino County assessor and auditor are authorized and directed to assess and collect those special taxes on behalf of the District in compliance with District Ordinance 97-1.

NOW, THEREFORE, BE IT RESOLVED that:

1. Upon finalizing the annexation of the City into the District, the property taxes in the City the apportionment of property taxes in the City shall not change. Based on that agreement, the District understands and agrees that it will not receive a share of the *ad valorem* property taxes from tax rate areas within the City, including tax increments, in all future tax years.
2. The District relies on the City Council's acknowledgment and agreement in Resolution No. 2021-45 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, will apply to all parcels with Assessor's Parcel Numbers ("APNs") in the City of Ukiah. Pursuant to the existing agreement between the District and Mendocino County entered pursuant to Government Code Section 29304, the Mendocino County assessor and tax collector are authorized and directed to assess and collect these special taxes on behalf of the District on all APNs in the City and to charge the agreed upon fees for these services. The net revenue produced by these 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 Board of Directors of the Ukiah Valley Fire Protection District this 21st day of September, 2021 by the following roll call vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

David B. Haas, President

ATTEST:

Stephanie Abba, Clerk of the Board

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.

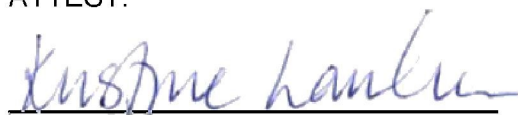
PASSED AND ADOPTED by the Council of the City of Ukiah this 19th day of May 2021 by the following roll call vote.

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

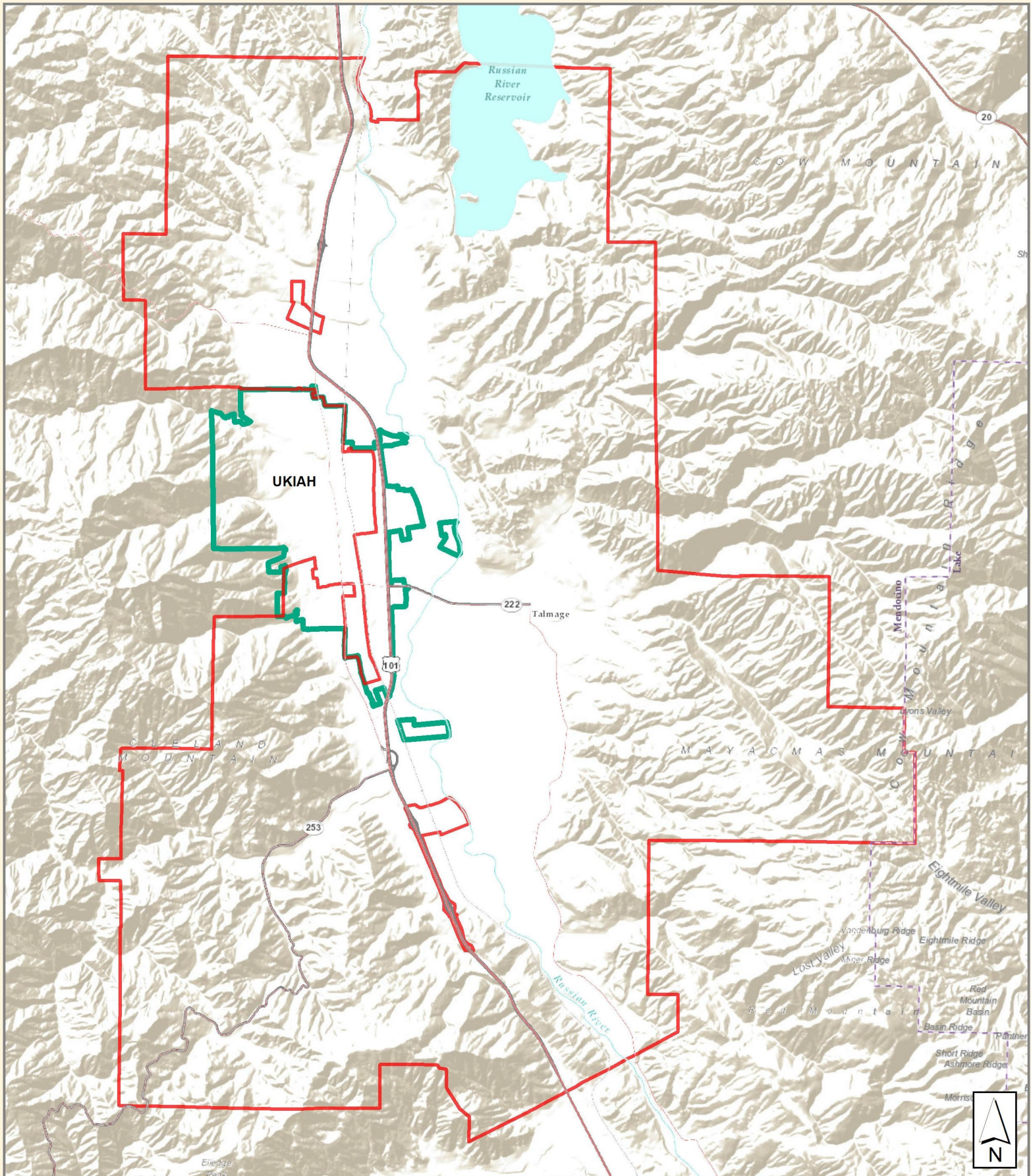


Juan Orozco, Mayor

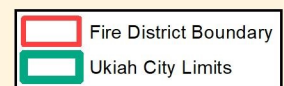
ATTEST:



Kristine Lawler, City Clerk



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.

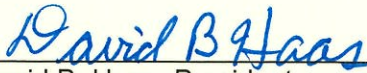
PASSED AND ADOPTED by the Board of Directors of the Ukiah Valley Fire Protection District, County of Mendocino, State of California, on this 18th day of May 2021, by the following roll call vote.

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