



UKIAH VALLEY FIRE DISTRICT BOARD OF DIRECTORS

JENIFER BAZZANI – PETER BUSHBY – BOBBY BANKS – MICHAEL GRAHAM – DAVID B. HAAS

AGENDA

Please click the link below to join the webinar:

<https://zoom.us/j/97717635120>

Phone: 1-669-900-9128 or 1-253-2158

Dial Toll Free: 833 548 0276 or 833 548 0282

Webinar ID: 977 1763 5120

December 14, 2021

6:00 PM

1. **CALL TO ORDER**
2. **ROLL CALL AND PLEDGE OF ALLEGIANCE**
3. **ANNOUNCEMENTS**
4. **PUBLIC COMMENT ON NON-AGENDA ITEMS**

If you wish to speak on a matter that is not on this agenda, you may do so at this time. Please limit your comments to 3 minutes per person and a total of 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.

5. **APPROVAL OF MINUTES**

- 5.a. Approval of the Draft Minutes of September 21, 2021, a Joint UVFD and City Council Special Meeting.

Recommended Action: Approve the Draft Minutes of September 21, 2021, a Joint UVFD and City Council Special Meeting

Attachments:

1. September 21, 2021, Joint UVFD and City Council Special Meeting Minutes - Draft

- 5.b. Approval of Draft Minutes of October 12, 2021, a Regular Meeting.

Recommended Action: Approve the Draft Minutes of October 12, 2021, a Regular Meeting.

Attachments:

1. October 12, 2021, Regular Meeting Minutes - Draft

- 5.c. Approval of Draft Minutes of November 09, 2021, a Special Meeting.

Recommended Action: Approve the Draft Minutes of November 09, 2021, a Special Meeting.

Attachments:

1. November 09, 2021, Special Meeting Minutes - Draft

6. CONSENT CALENDAR

The following items listed are considered routine and will be enacted by a single motion and roll call vote by the City Council. Items may be removed from the Consent Calendar upon request of a Councilmember or a citizen in which event the item will be considered at the completion of all other items on the agenda. The motion by the City Council on the Consent Calendar will approve and make findings in accordance with Administrative Staff and/or Planning Commission recommendations.

- 6.a. Resolution 2021-, To Continue Remote Teleconferenced Meetings During a Proclaimed State of Emergency Due to the COVID-19 Pandemic.

Recommended Action: Adopt Resolution 2021-, To Continue Remote Teleconferenced Meetings During a Proclaimed State of Emergency Due to the COVID-19 Pandemic.

Attachments:

1. 2021- Resolution to Continue Remote Meetings

7. UNFINISHED BUSINESS - DISCUSSION/ACTION

- 7.a. Policy 1023 Document Preparation & Postal Charges - Change Name to PRA; Update Information in Policy; Adopt Resolution 2021-06, Establishing Fees and Charges under CA Public Records Act (PRA); and Approve the New Public Records Request Form.

Recommended Action: Approve the Policy's New Name: Establishing Fees and Charges under CA Public Records Act (PRA); Approve the updates made to the policy; Adopt Resolution 2021-06 Establishing Fees and Charges under the CA Public Records Act (PRA); and Approve the Public Records Request Form.

Attachments:

1. Policy 1023 Public Records Act (PRA)
2. 2021-06 Resolution Establishing Fees and Charges under the CA Public Records Act (PRA)
3. Xerox pricing, comparison, & contract
4. Public Records Request Form

8. NEW BUSINESS - DISCUSSION/ACTION

- 8.a. Approve the New Ukiah Valley Fire District Board Meeting Schedule; Adopt Resolution 2021-, Establishing a New Regular Meeting Schedule for the Ukiah Valley Fire District Board Meetings.

Recommended Action: Approve the New Meeting Schedule for the UVFD and Adopt Resolution 2021-, Establishing a New Regular Meeting Schedule for the Ukiah Valley Fire District Board Meetings.

Attachments:

1. UVFD-UVFA Meeting Schedule
2. Resolution 2021- New UVFD Meeting Schedule

9. COMMUNICATIONS RECEIVED AND FILED - INFORMATION

10. CHIEFS REPORTS AND VOLUNTEERS REPORT

11. DIRECTOR'S REPORT for FEC AND LAFCO

12. CLOSED SESSION

- Closed Session may be held at any time during the meeting

13. ADJOURNMENT

Please be advised that the Ukiah Valley Fire District complies with ADA requirements and 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. Materials related to an item on this Agenda submitted to the Ukiah Valley Fire District after distribution of the Agenda Packet, are available for public inspection at the front counter at the Ukiah Valley Fire District Office, 1500 South State Street, Ukiah, CA 95482, during normal business hours Monday through Friday, 8:00 am to 4:00 pm.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at the following location: Ukiah Valley Fire District Office - 1500 South State Street; Ukiah, California; and online at <http://www.cityofukiah.com/meetings> not less than 72 hours prior to the meeting set forth on this agenda.

Stephanie Abba, Clerk of the Board
Dated: December 10, 2021

Zoom Instructions

After you click on the Link or Copy and Paste the Link into the Search Bar and sign into Zoom

1. Via Computer as an Attendee: To raise your hand, click the Raise Hand Icon on the bottom of the Zoom window. When you click the Raise Hand Icon, a hand icon will appear in the Top Left Corner of the Zoom window. When you want to lower your hand, you can click the hand icon again and your hand will be lowered. When you are called upon to speak you simply click on the Mic icon. When done speaking please Mute your Microphone.

2. Via phone call using cellphone or landline: When the meeting begins, and they begin to discuss the item you wish to comment on, Press *9 to raise your hand. When you are called upon to speak, you will be prompted to unmute your mic, press *6 to unmute.



UKIAH VALLEY FIRE DISTRICT BOARD OF DIRECTORS

JENIFER BAZZANI — PETER BUSHBY — ROBERT BANKS — MICHAEL GRAHAM — DAVID B. HAAS

Virtual Meeting Link:

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

SPECIAL MEETING MINUTES

September 21, 2021

6:30 P.M.

JOINT MEETING UVFD and UKIAH CITY COUNCIL

a. ROLL CALL AND PLEDGE OF ALLEGIANCE

The Ukiah Valley Fire District Board of Directors met at a Special Meeting on September 21, 2021, having been legally noticed on September 20, 2021. The meeting was held virtually at the following link: <https://attendee.gotowebinar.com/register/6653488325137117963>. Mayor Orozco called the meeting to order at 6:55 P.M. with the following **Board of Directors Present:** Jenifer Bazzani, Peter Bushby, Michael Graham and David B. Haas; **Directors Absent:** Bobby Banks, **Staff Present:** Douglas Hutchison, Fire Chief; and Stephanie Abba, Clerk of the Board.

Ukiah City Councilmembers Present: Douglas F. Crane, Josefina Dueñas, Jim O. Brown, and Juan V. Orozco. **Council Members Absent:** Rodin; **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

PRESIDENT HAAS AND MAYOR OROZCO PRESIDING.

The Pledge of Allegiance was led by President Haas and Mayor Orozco

b. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No Public Comment was received

c. NEW BUSINESS - DISCUSSION/ACTION

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.**

Presenters: Doug Hutchison, Fire Chief and David Rapport, City Attorney.

No Public Comment was received

Motion/Second: Bazzani/Bushby to 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. Motion **carried** by the following roll call votes: **AYES:** Bazzani, Bushby, Graham, and President Haas. **NOES:** None. **ABSENT:** Banks. **ABSTAIN:** None.

Ukiah City Council Action Taken:

Motion/Second: Crane / Dueñas to 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. Motion **carried** by the following roll call votes: AYES: Crane, Dueñas, Brown, and Orozco. NOES: None. ABSENT: Rodin. ABSTAIN: None.

b. ADJOURNMENT

There being no further business, the meeting was adjourned at 7:18 P.M.

David Haas, President

Stephanie Abba, Clerk of the Board



UKIAH VALLEY FIRE DISTRICT BOARD OF DIRECTORS

JENIFER BAZZANI – PETER BUSHBY – ROBERT BANKS – MICHAEL GRAHAM – DAVID B. HAAS

REGULAR MEETING MINUTES

Meeting held virtually at: <https://global.gotomeeting.com/join/370358629>

October 12, 2021

6:00 P.M.

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

The Ukiah Valley Fire District Board of Directors met on October 12, 2021, having been legally noticed on October 7, 2021. Vice-President Bazzani called the meeting to order at 6:20 P.M. with the following **Directors Present:** Jenifer Bazzani, Peter Bushby, and Michael Graham.; **Directors Absent:** President Haas, and Bobby Banks **Staff Present:** Douglas Hutchison, Fire Chief; Justin Buckingham, Battalion Chief; Ian Broeske, Acting Fire Marshal, and Stephanie Abba, Clerk of the Board.

President Haas arrived at 6:21.

The Pledge of Allegiance was recited.

2. ANNOUNCEMENTS

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

No public comment was received.

4. APPROVAL OF MINUTES

a. Approval of Minutes of June 8, 2021, a Regular Meeting

Motion/Second: Graham/Bazzani to approve the Minutes of June 8, 2021 a Regular Meeting as submitted. Motion **carried** by the following votes: AYES: Bazzani, Bushby, Graham, and Haas; NOES: None; ABSTAIN: None; ABSENT: Banks

5. UNFINISHED BUSINESS - DISCUSSION/ACTION

a. Adoption of the Ukiah Valley Fire District's Final Budget for Fiscal Year 2021/2022

Presenter: Doug Hutchison, Fire Chief

Motion/Second: Bushby/Bazzani to approve the Ukiah Valley Fire District's Final Budget for Fiscal Year 2021/2022. Motion **carried** by the following votes: AYES: Bazzani, Bushby, Graham, and Haas; NOES: None; ABSTAIN: None; ABSENT: Banks

6. NEW BUSINESS - DISCUSSION/ACTION

a. Policy 1012: Renumeration and Reimbursement – "Per Meeting Directors Fee"

Presenter: Doug Hutchison, Fire Chief

PUBLIC COMMENT: *No Public Comment was received.*

Motion/Second: Bushby/Bazzani to continue on Status Quo, No Fee for Board Meetings. Motion **carried** by the following votes: AYES: Bazzani, Bushby, Graham, and Haas; NOES: None; ABSTAIN: None; ABSENT: Banks

b. Policy 1023: Changing the name and information in the Policy to Reflect the PRA Law.

Presenter: Stephanie Abba, Clerk of the Board

Postponed to the December Meeting so the Clerk can create a report on the Total Cost of making copies on the copier for the public.

c. Resolution 2021-07 Authorizing Continued Remote Teleconferencing Meetings per Assembly Bill 361.

Presenter: Doug Hutchison, Fire Chief

PUBLIC COMMENT: *No Public Comment was received.*

Motion/Second: Bushby/Bazzani to Adopt Resolution 2021-07, Authorizing Continued Remote Teleconferencing Meetings per Assembly Bill 361 and approval of a meeting before November 11. Motion **carried** by the following votes: AYES: Bazzani, Bushby, Graham, and Haas; NOES: None; ABSTAIN: None; ABSENT: Banks

Consensus is to meet on November 9, 2021 to Adopt the next Resolution.

d. Approval of purchasing one 2022 Ford F250XL 4X4 Crew Cab Pickup Truck

Presenter: Doug Hutchison, Fire Chief

PUBLIC COMMENT: *No Public Comment was received.*

Motion/Second: Bazzani/Graham to approve the purchase of one 2022 Ford F250XL 4X4 Crew Cab Pickup Truck. Motion **carried** by the following votes: AYES: Bazzani, Bushby, Graham, and Haas; NOES: None; ABSTAIN: None; ABSENT: Banks

7. COMMUNICATIONS RECEIVED AND FILED – INFORMATION

Mendocino County Auditor-Controller Assistant, Chamise Cubbison; 501 Low Gap Rd. Rm. 1080; Ukiah CA 95482; Estimated 2021-22 Tax Revenue for Ukiah Valley Fire District; June 09, 2021.

8. CHIEF'S AND VOLUNTEERS REPORT - INFORMATION

Chief's report on Mitigation Revenue for FY 2020/21 received.

Battalion Chief, Justin Buckingham, report received

No Volunteer report received

9. DIRECTOR'S REPORT for FEC AND LAFCO

No reports received.

10. CLOSED SESSION

No closed session was held.

11. ADJOURNMENT

There being no further business, the meeting was adjourned at 7:05 P.M.

David B. Haas, President

Stephanie Abba, Clerk of the Board

DRAFT



UKIAH VALLEY FIRE DISTRICT BOARD OF DIRECTORS

JENIFER BAZZANI – PETER BUSHBY – ROBERT BANKS – MICHAEL GRAHAM – DAVID B. HAAS

SPECIAL MEETING MINUTES

Meeting held virtually at: <https://global.gotomeeting.com/join/370358629>

November 9, 2021

6:00 P.M.

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

The Ukiah Valley Fire District Board of Directors met on November 9, 2021, having been legally noticed on November 5, 2021. President Haas called the meeting to order at 6:35 P.M. with the following **Directors Present:** Peter Bushby, Bobby Banks, Michael Graham, and President Haas.; **Directors Absent:** Jenifer Bazzani, **Staff Present:** Douglas Hutchison, Fire Chief; Eric Singleton, Battalion Chief; and Stephanie Abba, Clerk of the Board.

The Pledge of Allegiance was recited.

2. PUBLIC COMMENT ON NON-AGENDA ITEMS

No public comment was received.

3. CONSENT CALENDAR

Adoption of the Resolution for the Continued Teleconferencing Requirements for the District Board During a Proclaimed State of Emergency Due to the COVID19 Pandemic.

Motion/Second: Bushby/Banks adopt the Resolution for Continued Teleconferencing Requirements for the District Board During a Proclaimed State of Emergency due to the COVID 19 Pandemic. Motion **carried** by the following votes: AYES: Bushby, Banks, Graham, and Haas; NOES: None; ABSTAIN: None; ABSENT: Bazzani

4. ADJOURNMENT

There being no further business, the meeting was adjourned at 6:40 P.M.

David B. Haas, President

Stephanie Abba, Clerk of the Board



ITEM NO.: 6a.

MEETING DATE: December 14, 2021

AGENDA SUMMARY REPORT

SUBJECT: Authorizing Continued Remote Teleconferenced Meetings Due to the COVID-19 Pandemic

Background: Following the Governor's declaration of a state of emergency in March 2020 due to COVID-19, Ukiah Valley Fire District Board switched from in-person District Board meetings to fully remote District Board meetings. The transition was authorized by Executive Orders N-25-20, N-29-20, and N-35-20, which collectively modified requirements of the Ralph M. Brown Act, the State's local agency public meeting law. On June 11, 2021, the Governor issued Executive Order N-08-21 which rescinds the prior executive orders modifying the Brown Act effective September 30, 2021.

Pursuant to Assembly Bill 361 (AB361), which was signed into order on September 21, 2021, in order for the District Board to continue to conduct its meetings remotely, it must adopt a resolution indicating that a Gubernatorial State of Emergency exists and the District Board has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees, District Board and staff. Resolution 2021-; Attachment 1

Primary Differences

The primary differences between the Governors prior executive orders modifying Brown Act requirements and AB361 are:

- Local agency must allow the public to participate (listen/comment) in the meeting in real time. This means local agencies must clearly advertise the means by which members of the public can observe a public meeting or offer comment during a meeting remotely, via either a call-in or internet-based option. District Board meetings have consistently met this standard by allowing the public to view and comment on agenda items in real time via the GoToMeeting.com platform.
- An individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body that requires registration to log in to a teleconference, may be required to register as required by the third-party internet website or online platform to participate.

Ukiah Valley Fire District meetings have consistently met this standard.

At this time, the Governor's Proclamation of a State of Emergency-COVID executed on March 4, 2020, remains in effect. Furthermore, the State Department of Public Health website *"recommends universal mask use/or indoor public settings, regardless of vaccination status."*

To provide the Board with the greatest flexibility to conduct its business in a safe manner, Staff is recommending the Ukiah Valley District Board adopt " Resolution 2021-07, that the COVID 19 pandemic state of emergency remains in effect and continuing to allow District Board meetings to be conducted remotely.

New AB 361 – Flexibility for Remote Open Meetings During a Proclaimed State Emergency

Assembly Bill 361 provides local agencies with the ability to continue to meet remotely under modified Brown Act requirements during proclaimed state emergencies with the adoption of resolution finding that either:

- 1) Open physical meetings present imminent risks to the health or safety of attendees; or
- 2) State/local officials recommend/require measures to promote social distancing.

These criteria permit a local agency to schedule a remote meeting to determine whether meeting in-person during the state of emergency would pose imminent risk to the health or safety of attendees. At that remote meeting, a local agency may determine by majority vote that sufficient risks exist to the health or safety of attendees as a result of the emergency and pass a resolution to that effect. These criteria also permit a local agency to meet remotely in the event that there is a state of emergency declaration while state or local officials have recommended or required measures to promote social distancing.

Renewal

AB 361 requires that the renewal of the resolution effecting the transition to the modified Brown Act requirements must be based on findings that the state of emergency declaration remains active, the local agency has thoughtfully reconsidered the circumstances of the state of emergency, and the local agency has either identified A) ongoing, direct impacts to the ability to meet safely in-person or B) active social distancing measures as directed by relevant state or local officials.

FISCAL IMPACT:				
Budgeted Amount in 20-21 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract or Purchase Order No.
N/A	N/A	N/A	Yes ☐ No ☒	N/A
RECOMMENDED ACTION(S): <i>The Board</i> adopts Resolution No. 2021- To continue remote teleconferenced meetings due to the COVID -19 Pandemic for a 30-day period.				
ALTERNATIVES:				
Prepared by/Contact: Stephanie Abba, Clerk of the Board Presenter: Attachment 1: Resolution 2021-				
BOARD ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____				
RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution _____ ☐ Ordinance _____				
**Note: Please write Agreement No. in upper right corner of agreement when drafted.				
Approved: _____ Doug Hutchison, Fire Chief				

RESOLUTION NO. 2021-**RESOLUTION OF THE UKIAH VALLEY FIRE DISTRICT TO CONTINUE REMOTE TELECONFERENCED MEETINGS DURING A PROCLAIMED STATE OF EMERGENCY DUE TO THE COVID-19 PANDEMIC****WHEREAS:**

1. The Ukiah Valley Fire District Board of Directors are committed to preserving and nurturing public access and participation in meetings of the Ukiah Valley Fire District; and
2. All meetings of Ukiah Valley Fire District are open and public, as required by the Ralph M. Brown Act, so that any member of the public may attend, participate, and watch the Ukiah Valley Fire District conduct its business;
3. The Brown Act allows for legislative bodies to hold meetings by teleconference, but imposes specific requirements for doing so; and
4. On March 17, 2020, in order to address the need for public meetings during the present public health emergency, i.e. the COVID-19 Pandemic, Governor Newsom issued Executive Order No. N-29-20, suspending the Act's teleconferencing requirements; and
5. On June 11, 2021, Governor Newsom issued Executive Order No. N-8-21, continuing the suspension of the Brown Act's teleconferencing requirements through September 30, 2021; and
6. The State Legislature amended the Brown Act through Assembly Bill No. 361 (AB 361) on September 16, 2021; and
7. AB 361, codified in part at Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and
8. Such conditions now exist in the County of Mendocino, specifically, the Governor has proclaimed a state of emergency exists for the state of California due to the conditions caused by the COVID-19 pandemic and the impact on the health and safety of its residents; and
9. The Delta variant is highly transmissible in indoor spaces, the California Department of Public Health is currently investigating how long vaccine protection lasts, and the Center for Disease Control and Prevention recommends avoiding indoor spaces that do not offer fresh air from the outdoors;
10. Current County health orders impose or measures to promote social distancing due to health and safety concerns; and
11. In accordance with Assembly Bill 361, the Ukiah Valley Fire District does hereby find that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees, Staff, and the Ukiah Valley Fire District Board of Directors desires to authorize continued remote teleconferenced meetings; and

12. As a consequence of the local emergency, the Ukiah Valley Fire District Board does hereby find that it shall conduct its meetings without compliance with Government Code § 54953(b)(3), as authorized by § 54953(e), and that it shall comply with the requirements to provide the public with access to the meetings as prescribed in § 54953(e)(2); and
13. The Ukiah Valley Fire District has taken measures to conduct public meetings via virtual tools that allow its members and members of the public to join and participate in meetings remotely and provide public testimony in the virtual environment and via teleconference.

NOW, THEREFORE, the Ukiah Valley Fire District hereby finds, determines, declares, orders, and resolves as follows:

1. That the foregoing recitals are true and correct and incorporates them by this reference; and
2. The Governor of the State of California issued a Proclamation of State of Emergency, which remains in effect; and
3. County of Mendocino officials have imposed or recommended measures to promote social distancing; and
4. Meeting in person would present imminent risk to the health or safety of attendees; and
5. The Ukiah Valley Fire District Board of Directors has reconsidered the circumstances of the State of Emergency, and finds that:
 - a. The factors triggering the State of Emergency continue to directly impact the ability of the members of the Ukiah Valley Fire District Board, the staff, and members of the public to meet safely in person; and
 - b. State and County officials continue to impose or recommend measures to promote social distancing.
6. The Ukiah Valley Fire District Board of Directors is authorized to continue to take all steps and perform all actions necessary to execute and implement this Resolution in compliance with Government Code § 54953; and
7. This Resolution shall take effect immediately upon its adoption in accordance with Government Code section 54953(e)(3) to extend the time during which the Ukiah Valley Fire District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of § 54953(b)(3).
8. The Ukiah Valley Fire District Board of Directors will reconsider the circumstances of the State of Emergency and revisit the need to conduct meetings remotely within 30 days of the adoption of this Resolution.

PASSED AND ADOPTED this 14th day of December, 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David B. Haas, President

ATTEST:

Stephanie Abba, Clerk of the Board



ITEM NO.: 7a.
MEETING DATE: December 14, 2021

AGENDA SUMMARY REPORT

SUBJECT: Change the name and information therein of Policy 1023 from Document Preparation/Postal Charges to: California Public Records Act (PRA), Establishing Fees for Public Records Requests; Adopt Resolution 2021-06 Establishing Fees for Public Records Requests; Approve the New Public Records Request Form.

Summary: Policy 1023 Document Preparation and Postal Charges has been the policy whereby the Ukiah Valley Fire District and Fire Authority state the charges for public records requests. Due to the amount of PRA requests and changes in the law it is best to have a Policy that clearly describes what the PRA is and the laws we all must follow. It is also required that there be a Resolution stating the Policy of the Ukiah Valley Fire District for such charges.

Background: Per GC 6253(a) of the PRA, Public records are open to inspection at all times during regular office hours of the District and every person has a right to inspect any public record, except as hereafter provided. Any reasonably segregable portion of a record shall be available for inspection by any person requesting the record after deletion of the portions that are exempted by law. The cost of making copies has increased due to the cost of printing supplies and wages of the employee doing the search for the records. Per the Public Records Act, GC 6253 (a) fees sufficient to guarantee employee time, copy fees, supplies, and post-office delivery of same are part of the cost. Attachment 1 – Policy 1023, Attachment 2 – Resolution for the PRA, Attachment 3 – Xerox pricing, comparison, & contract.

A Public Records Request form must be filled out by the requester; the request must be fulfilled within 10 days from the time the employee received the request. A Public Records Request form is available online, in the office and can be emailed. This form must be filled out prior to the employee searching for any record. This form clearly states the information needed and the cost of any document requested. Attachment 4 – Public Records Request Form.

Discussion: Approval of the Name Change of Policy 1023 to *Establishing Fees and Charges under the Public Records Act (PRA)*, approval of Resolution 2021-06; and approval of the Official Public Records Request Form.

FISCAL IMPACT:

Budgeted Amount in 18/19 FY	New Appropriation Source of Funds (Title & No.)	Account Number	Budget Amendment Required	Previous Contract Purchase No. or Order
N/A	N/A	N/A	Yes ☐ No ☒	N/A

RECOMMENDED ACTION(S): Approve the change to Board Policy 1023 Document Preparation to: Establish Fees and Charges under the PRA, Adopt Resolution 2021-06 Establishing Fees for Public Records Requests; and Approve the Official Public Records Request Form.

ALTERNATIVES:

Citizens advised: N/A
Requested by: Stephanie Abba, Clerk of the Board
Prepared by/Contact: Stephanie Abba, Clerk of the Board
Coordinated with: Doug Hutchison, Fire Chief
Presenters: Stephanie Abba, Clerk of the Board
Attachment 1- Policy 1023; Attachment 2- Resolution 2021-06; Attachment 3- Pricing for Xerox copies; Attachment 4- Public Records Request Form.

BOARD ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: _____
Fire Chief

Policy Title: ~~DOCUMENT PREPARATION/POSTAL CHARGES~~ Policy Number: 1023
 Policy Title: Establishing Fees and Charges under the CA Public Records Act (PRA) GC
 Section 6253

1023.10

Per GC 6253(a) of the PRA, Public records are open to inspection at all times during regular office hours of the District and every person has a right to inspect any public record, except as hereafter provided. Any reasonably segregable portion of a record shall be available for inspection by any person requesting the record after deletion of the portions that are exempted by law.

1023.20

Per the GC 6253(c) of the PRA The District, upon a request for a copy of records, shall, within 10 days from receipt of the request of public records shall promptly notify the requester and shall either mail or email a copy of the public records requested.

In unusual circumstances, the time limit prescribed in this section may be extended by written notice by the head of the agency or their designee to the person making the request, setting forth the reasons for the extension and the date on which a determination is expected to be dispatched. No notice shall specify a date that would result in an extension for more than 14 days, "unusual circumstances" means the following, but only to the extent reasonably necessary to the proper processing of the particular request:

- (1) The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request.
- (2) The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records that are demanded in a single request.
- (3) The need for consultation, which shall be conducted with all practicable speed, with another agency having substantial interest in the determination of the request or among two or more components of the agency having substantial subject matter interest therein.
- (4) The need to compile data, to write programming language or a computer program, or to construct a computer report to extract data.

1023.30

Per the Ralph M. Brown Act, Code Section 54954.1, Any person may request that a copy of the agenda, or a copy of all the documents constituting the agenda packet, of any meeting of a legislative body be mailed to that person. If requested, the agenda and documents in the agenda packet shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

Upon receipt of the written request, the legislative body or its designee shall cause the requested materials to be mailed at the time the agenda is posted pursuant to Section

54954.2 and 54956 or upon distribution to all, or a majority of all, of the members of a legislative body, whichever occurs first.

Any request for mailed copies of agendas or agenda packets shall be valid for the calendar year in which it is filed, and must be renewed following January 1st of each year in writing or by renewing online.

The legislative body may establish a fee for mailing the agenda or agenda packet, which fee shall not exceed the cost of providing the service. Failure of the requesting person to receive the agenda or agenda packet pursuant to this section shall not constitute grounds for invalidation of the actions of the legislative body taken at the meeting for which the agenda or agenda packet was not received. ~~any constituent wishing the mailing of meeting notices, is to notify the District in writing, annually and send a check to cover costs for providing notices for the year in the amount of \$6.00 or may leave 15 stamped, self-addressed envelopes at the District office to cover the cost of the postage.~~

Any constituent may sign up online through the website at: <http://www.cityofukiah.com/subscribe-to-email-updates/> to receive meeting notices, agendas, agenda packets, and minutes by email.

~~Renewal requests for notice shall be filed within 90 days after January 1 of each year.~~

1023.40

Any constituent wishing the mailing of any reports, documents, or agendas, or agenda packets shall fill out a Public Records Request Form from Ukiah Valley Fire Authority and shall supply self-addressed, stamped envelope and \$5.00 for reports, or the case equivalent, sufficient to guarantee employee time, copy fees and post-office delivery of same.

Ukiah Valley Fire District will reproduce any District publication, open to the public, for a total of \$.10/page for letter size black/white copies; \$.20/page for letter size color copies; \$.20/page for legal size black/white copies; \$.30/page for legal size color copies;

Documents transferred onto a flash-drive provided by the UVFD are the cost of the flash drive plus \$5.00; for Reports, Agendas, Agenda Packets, or any documents that are printed from electronic media, scanned, and then emailed or mailed are \$5.00;

For large miscellaneous documents, that need to be copied on the 8.5 x 14 or 11 x 17 size paper are \$1.00/page for black/white and \$2.50/page for color. For maps, and plans copied onto 8.5 x 14 or 11 x 17 size paper the cost is \$5.00 page. There shall be no cost for any documents that are already in PDF Format and can be emailed.

Adoption Date: 03/10/96
Revision Date: 11/12/97
Revision Date: 12/14/21

RESOLUTION 2021-06

RESOLUTION OF THE BOARD OF DIRECTORS OF THE UKIAH VALLEY FIRE DISTRICT
ESTABLISHING FEES AND CHARGES UNDER CALIFORNIA PUBLIC RECORDS ACT

WHEREAS,

1. In Government Code section 6253, the California Public Records Act ("PRA") allows the District to charge "fees covering direct costs of duplication," when public records of the District are requested by members of the public; and
2. Policy 1023, Document Preparation and Postal Charges was adopted on March 10, 1996 and Revised on November 12, 1997; establishing fees and charges for providing copies of documents; and
3. Policy 1023, fixed the fee at \$.10/page for letter size copies and \$.20/page for legal size copies; \$5.00 for reports; and
4. Policy 1023, Document Preparation and Postal Charges, Renamed to Public Records Act (PRA) Government Code 6253; and
5. In the intervening years, the technology has changed and the use of the PRA has changed with the public now wanting the documents emailed or put onto a flash-drive or in color; and
6. The Ukiah Valley Fire District Board of Directors continues to support both the letter and the spirit of the PRA by making public records readily available to members of the public, while, at the same time, allowing the District to recover the costs allowed under the PRA;

NOW, THEREFORE, BE IT RESOLVED:

1. The charges below are industry standards. The charges for copies of documents are as follows:
 - a. For paper copies or scanning of documents \$.10/page for letter size black/white copies; \$.20/page for letter size color copies; \$.20/page for legal size black/white copies; \$.30/page for legal size color copies. Charges from the Xerox lease are: B/W \$0.0076pp and Color \$0.0556pp.
 - Regular Scan Sizes: 8.5 x 11; 8.5 x 14; 11 x 17;
 - Hourly rate of Clerk of the Board is \$25.24
 - \$25.24 divided into 60 minutes = \$0.42 cents per minutes
 - \$0.42 divided into 60 seconds = \$0.01 cent per second
 - Time to copy or scan one page = 9 seconds
 - **Total Employee Cost for Copying and Scanning = \$0.09/pp**
 - b. This does not count the cost of paper or toner, the time to locate the document, remove the document from the file, prepare the document for copying by reviewing the document to be sure nothing needs to be redacted due to legal issues such as personal information covered by HIPPA, return the document/s to the file and return the file to storage.

- c. Documents transferred onto a flash-drive provided by the UVFD only are \$.50; for Reports, Agendas, Agenda Packets, that are printed from electronic media and then emailed or mailed are \$5.00;
 - d. There shall be no cost for any documents that are currently in a PDF Format and can be emailed.
 - e. For large miscellaneous documents, that need to be copied on the 8.5 x 14 and 11 x 17 size paper are \$.50/page, and \$1.00/page for color. For maps, and plans copied onto 8.5 x 14 or 11 x 17 size paper the cost is \$5.00 page.
- 2. Where fees are required, the District can require a deposit prior to proceeding to copy or scan the documents and require full payment or make a required refund prior to furnishing the copies to the requestor.
 - 3. Nothing in this resolution shall prevent the Clerk of the Board from charging costs in accordance with Government Code Section 6253.9 or for the actual direct cost of making copies of documents that cannot be copied or scanned on the copy machine (such as blue prints or other oversized documents) or require some other specialized copying or scanning.
 - 4. This resolution shall become effective immediately upon its adoption and shall apply to PRA requests pending on the resolution's effective date.

PASSED AND ADOPTED, by the Board of Directors of the Ukiah Valley Fire District, County of Mendocino, State of California, on the 14th Day of December, 2021 by the following Roll Call Vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

David B. Haas, President

ATTEST:

Stephanie Abba, Clerk of the Board

Model	Location	Mainframe Lease, Monthly Cost	Additional Features, Monthly Cost	Extended Price	Per Document Rate
Xerox 8170H2	Civic Center, Main 300 Seminary Avenue Ukiah, California 95482	\$ 268.53	BR Booklet Maker - \$50.13, CZ Fold - \$67.92 High Capacity Paper Feeder - \$16.62 Envelope Tray - \$7.81, 1 Fax Line - \$10.01	\$ 421.02	Free up to 10,000 B/W pages, 5000 colored pages. If exceeded in billing period: B/W: \$.005 EA, Colored: \$.0406 EA
Xerox 8170H2	Civic Center, Annex 300 Seminary Avenue Ukiah, California 95482	\$ 268.53	BR Booklet Maker - \$50.13, CZ Fold - \$67.92 High Capacity Paper Feeder - \$16.62 Envelope Tray - \$7.81, 1 Fax Line - \$10.01	\$ 421.02	Free up to 10,000 B/W pages, 5000 colored pages. If exceeded in billing period: B/W: \$.005 EA, Colored: \$.0406 EA
Xerox 8170H2	Civic Center, Public Safety 300 Seminary Avenue Ukiah, California 95482	\$ 268.53	BR Booklet Maker - \$50.13, CZ Fold - \$67.92 High Capacity Paper Feeder - \$16.62 Envelope Tray - \$7.81, 1 Fax Line - \$10.01	\$ 421.02	Free up to 10,000 B/W pages, 5000 colored pages. If exceeded in billing period: B/W: \$.005 EA, Colored: \$.0406 EA
Xerox 7020T2	Civic Center, Public Safety 300 Seminary Avenue Ukiah, California 95482	\$ 76.93	Post Script - \$0.00 1 Fax Line - \$11.26, 2/3 Hole Punch - \$4.18 Office Finisher - \$17.32	\$ 109.69	B/W: \$.0076 EA, Colored: \$.0556 EA
Xerox 7020T2	Conference Center 200 S. School Street Ukiah, California 95482	\$ 76.93	Post Script - \$0.00 Office Finisher - \$17.32	\$ 94.25	B/W: \$.0076 EA, Colored: \$.0556 EA
Xerox 7020T2	Grace Hudson Museum 431 S. Main Street Ukiah, California 95482	\$ 76.93	Post Script - \$0.00	\$ 76.93	B/W: \$.0076 EA, Colored: \$.0556 EA
Xerox 7020T2	Ukiah Valley Fire Department 1500 S. State St Ukiah, California 95482	\$ 76.93	Post Script - \$0.00 1 Fax Line - \$11.26, 2/3 Hole Punch - \$4.18 Office Finisher - \$17.32, Envelop Tray - \$5.61	\$ 115.30	B/W: \$.0076 EA, Colored: \$.0556 EA

The RATE shall include service, accessories and supplies including toner, developer, fusers and staples (excluding paper), except for accessories added subsequent to installation of any machine that were not included with the original specifications. Provision of such additional accessories shall be without delivery or installation charge.

CURRENT PRICING**PROPOSED PRICING**

Monthly Averages		Xerox C7970 – Annex		Xerox 8170 - Annex	
		Price Per Page	Extended Price	Proposed Price Per Page if monthly allowance is surpassed: 10k B/W, 5k Color	Extended Price
Black & White	4945	\$ 0.0056	\$ 27.69	\$ 0.0050	\$ -
Color	12724	\$ 0.0506	\$ 643.83	\$ 0.0406	\$ 313.59
Monthly Lease			\$ 278.63	Monthly Lease	\$ 421.02
			\$ 950.16		\$ 734.61
Monthly Averages		Xerox C7970 – Civic Center		Xerox 8170 - Civic Center	
		Price Per Page	Extended Price	Proposed Price Per Page if monthly allowance is surpassed: 10k B/W, 5k Color	Extended Price
Black & White	3796	\$ 0.0056	\$ 21.26	\$ 0.0050	\$ -
Color	6285	\$ 0.0506	\$ 318.02	\$ 0.0406	\$ 52.17
Monthly Lease			\$ 278.63	Monthly Lease	\$ 421.02
			\$ 617.91		\$ 473.19
Monthly Averages		Xerox C7970 – Conference Center		Xerox 7020T2 - Conference Center	
		Price Per Page	Extended Price	Proposed Price Per Page	Extended Price
Black & White	461	\$ 0.0056	\$ 2.58	\$ 0.0076	\$ 3.50
Color	216	\$ 0.0506	\$ 10.93	\$ 0.0556	\$ 12.01
Monthly Lease			\$ 278.63	Monthly Lease	\$ 94.25
			\$ 292.14		\$ 109.76
Monthly Averages		Xerox C7970 – Public Safety		Xerox 8170 - Public Safety	
		Price Per Page	Extended Price	Proposed Price Per Page if monthly allowance is surpassed: 10k B/W, 5k Color	Extended Price
Black & White	4858	\$ 0.0056	\$ 27.20	\$ 0.0050	\$ -
Color	2991	\$ 0.0506	\$ 151.34	\$ 0.0406	\$ -
Monthly Lease			\$ 278.63	Monthly Lease	\$ 421.02
			\$ 457.18		\$ 421.02
Monthly Averages		Xerox C7220 – Museum		Xerox C7020T2 - Museum	
		Price Per Page	Extended Price	Proposed Price Per Page	Extended Price
Black & White	486	\$ 0.0082	\$ 3.99	\$ 0.0076	\$ 3.69
Color	522	\$ 0.0506	\$ 26.41	\$ 0.0556	\$ 29.02
Monthly Lease			\$ 142.56	Monthly Lease	\$ 76.93
			\$ 172.96		\$ 109.65
Monthly Averages		Xerox C7220 – Public Safety		Xerox C7020T2 - Public Safety	
		Price Per Page	Extended Price	Proposed Price Per Page	Extended Price
Black & White	3639	\$ 0.0082	\$ 29.84	\$ 0.0076	\$ 27.66
Color	1105	\$ 0.0506	\$ 55.91	\$ 0.0556	\$ 61.44
Monthly Lease			\$ 142.56	Monthly Lease	\$ 109.68
			\$ 228.31		\$ 198.77
Monthly Averages		Copystar CS3010 - UVFA		Xerox C7020T2 - UVFA	
		Price Per Page	Extended Price	Proposed Price Per Page	Extended Price
Black & White	2133		\$ -	\$ 0.0076	\$ 16.21
Color			\$ -	\$ 0.0556	\$ -
Monthly Lease			\$ 193.60	Monthly Lease	\$ 115.31
			\$ 193.60		\$ 131.52

Monthly Total	\$	2,912.26	\$	2,178.53
Annual Total	\$	34,947.08	\$	26,142.40
4 Year Total	\$	139,788.33	\$	104,569.59

CITY OF UKIAH

**CONTRACT BETWEEN CITY OF UKIAH AND XEROX CORPORATION FOR
LEASE AND MAINTENANCE OF A MULTI-FUNCTION COPY MACHINE**

This Contract, made and entered into this 15th day of July, 2020 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and Xerox, a Corporation, organized and in good standing under the laws of the state of New York, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the CITY may retain independent contractors to perform special service to or for CITY or any department thereof; and

WHEREAS, the CITY requested a proposal for the provision of multi-function copy machines; and

WHEREAS, CONTRACTOR submitted a proposal that is believed to be in the best interest of the CITY.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. CONTRACTOR'S RESPONSIBILITIES.

- A. Scope: CONTRACTOR shall furnish and install copier equipment in accordance with the specifications, terms and conditions stated hereinafter.
- B. Initial Equipment: CONTRACTOR shall provide and install the equipment listed on Exhibit A, attached hereto and incorporated as if fully set forth herein. Said equipment shall be fully installed and operational by August 4, 2020.
- C. Pricing: CITY is to be charged fixed monthly rental, hereinafter referred to as LEASE specified in Exhibit A. The RATE shall include service, accessories and supplies including toner, developer, fusers and staples (excluding paper), except for accessories added subsequent to installation of any machine that were not included with the original specifications. Provision of such additional accessories shall be without delivery or installation charge.
- D. Removal of Machines: Pursuant to Section 2.D., Cancellation of Individual Machines, herein, CONTRACTOR agrees to reduce the number of machines, without additional cost or penalty, upon representation by the CITY that it can no longer fund such machine(s).
- E. Delivery and Removal: CONTRACTOR shall be responsible for all delivery costs and removal costs. CONTRACTOR shall be responsible for removal of all packing material. If CONTRACTOR fails to deliver the equipment as ordered by the CITY, the CITY may cancel the undelivered equipment without penalty.
- F. Installation: CONTRACTOR must perform complete installation and verify satisfactory operation of all equipment placed under this Contract. CONTRACTOR shall work cooperatively with CITY staff. CONTRACTOR shall perform all standard installation; provide fully operational drivers and software/firmware needed for CITY INFORMATION TECHNOLOGY staff to load to the network. For purposes of this Contract, equipment will be deemed accepted, upon installation of the equipment by the technician, after the equipment successfully runs all required diagnostic routines, and the equipment is turned over to the City for the City's use. In accordance with the machine's configuration, CONTRACTOR must demonstrate the machine's ability to successfully copy, print, fax and/or scan from the machine and desktop.
- G. Supplies
 - (1). CONTRACTOR shall provide, at no additional cost to CITY, all consumable supplies, except paper, throughout the term of this Contract, including shipping charges. Said supplies include, but are not limited to, black toner, black developer, copy cartridges, fusers and staples. For color-capable equipment, consumable supplies shall likewise include, but not be limited to, color toner, developer, cartridges, fusers, and staples. CONTRACTOR shall deliver ordered supplies within three (3) working days after notification.

(2). At the time of copier installation, CONTRACTOR shall deliver supplies for not less than an estimated two (2) month period for each machine placed.

H. Service and Support:

(1). Training & Demonstrations: The CONTRACTOR shall provide training and demonstrations, at no additional cost, upon initial installation and on an "as-needed" basis thereafter, as may be requested by CITY personnel. Upon such request for training and/or demonstrations, CONTRACTOR shall respond in a reasonable time period. An operator's manual shall be provided with each copy machine.

(2). Network Technical Support:

a. Network connection is to be completed and fully functional within an average of two days of being notified by CITY INFORMATION TECHNOLOGY staff that the data jack is available and active and any necessary software and drivers have been installed on any computer needing access to the copier/printers. Additional time will be provided when several connections are requested at one time.

b. At no additional cost to the CITY, CONTRACTOR must provide both telephone support and timely on-site support for network related problems by primary and back-up systems engineers that have been trained as computer network technicians. These technicians may not have direct access to the network or to computers but CITY INFORMATION TECHNOLOGY staff will be available to coordinate troubleshooting efforts.

c. At no cost to the CITY, CONTRACTOR agrees to timely erase all data on hard drives from machines that are removed from CITY service.

(3). Service:

a. Maintenance and Repairs: CONTRACTOR shall make repairs and adjustments necessary to keep and maintain copy quality and equipment operations within manufacturer's specifications. CONTRACTOR shall be responsible for all cost of maintenance and repairs, including labor, parts, travel time, mileage, supplies and any other expenses required to maintain the equipment in proper working order.

b. Preventative Maintenance: CONTRACTOR shall perform preventative maintenance on all copiers per manufacturer specifications. CONTRACTOR shall provide the manufacturer's scheduled maintenance program for each class of copiers.

c. Response Time: CONTRACTOR shall respond on-site to verbal service calls within an average "response time" of 4 workday hours after notification of a malfunction. Workday hours are defined as those running from 8 am to 5 pm Monday through Friday, except CITY holidays. Average response time is calculated based on the quarterly response time average for the City's entire Xerox-branded equipment population. CONTRACTOR shall adhere to a standard policy of calling back within two hours of the call for service to advise departmental personnel how and when the problem will be addressed. Calculation of response time starts when CITY personnel report a malfunction to the CONTRACTOR. Response time for copiers installed at CITY facilities operating 24 hours per day shall nevertheless be calculated on the workday hour basis. CITY'S and CONTRACTOR's records shall be determinate of CONTRACTOR'S performance of this obligation. Should CONTRACTOR not meet its average 4-hour Response Time commitment, CONTRACTOR agrees, as the CITY's exclusive remedy, to issue a \$25.00 credit invoice for every partial hour the actual average response time is above the 4-hour average Response Time objective. As an example if the actual average response time is 47 business hours and 38 minutes, the penalty would be equal to four times \$25.00 or \$100.00. The Service Credit can be used to offset any invoice amount, excluding the Monthly Minimum Charge which is not subject to dispute.

d. Repair Time: All equipment must be repaired or replaced within 72 consecutive hours (not workday hours) of the initial call for service. The CITY'S and CONTRACTOR's records shall be used to determine CONTRACTOR'S compliance with this obligation. Xerox's Uptime objective is to maintain an average 95% equipment uptime performance based on a three-month rolling average for the CITY's entire Xerox-branded equipment population that is operated with the equipment's operating guideline for the specified product. Uptime is calculated by dividing Total Availability Business hours less Actual Equipment Downtime, by Total Availability Business

hours. Total Availability Business hours is the contracted period of coverage for all the equipment, and equals 8 business hours per working day times 21 working days per month times 3 months, times the number of installed Xerox-branded units. Equipment Downtime is the Total Service Response Time plus Machine-Repair Time, which excludes normal interrupts, such as lunch. Actual Equipment Downtime represents the time the equipment is "down" and cannot make prints or copies. It is comprised of Total Service Response Time and Machine-Repair Time. Should Xerox not meet its rolling three-month Uptime commitment, Xerox agrees to issue, as the CITY's exclusive remedy, a \$25.00 service credit for every partial .5 percentage points that the actual average uptime is below the 95% Uptime Time objective. As an example if the actual average uptime time is 94.3%, the penalty would be equal to two times \$25.00 or \$50.00. The Service Credit can be used to offset any invoice amount, excluding the Monthly Minimum Charge, which is not subject to dispute.

e. Temporary Loaner Equipment: When repair time exceeds or is expected to exceed 72 consecutive hours, CONTRACTOR shall replace any such unrepaired machine with a reasonably comparable "loaner" machine that allows continued machine operations. "Reasonably comparable" shall, at the very least, mean a machine with a speed that is no less than within 15 copies per minute from the machine being temporarily replaced. After a reasonably comparable loaner machine has been placed for five business days, a loaner machine that provides equal or better performance and features to the original equipment being temporarily replaced, if available, shall be substituted for the original loaner machine, until the original equipment is repaired or replaced. CITY'S records shall be used to determine CONTRACTOR'S compliance with this obligation. If a compliant loaner is not provided, Xerox will issue a service credit, as the City's exclusive remedy, equal to 1/30th of the equipment's monthly maintenance component for each day the equipment is inoperable and is not available for the City's use, beginning with the day of the City's initial service call. The credit can be used to offset any invoice charge, excluding the Monthly Minimum Charge which is not subject to dispute.

f. Equipment Replacement: If a replacement machine is provided, whether as a "loaner" or as a permanent replacement, it shall be subject to the terms and conditions of this Contract.

g. Equipment Transfer or Relocation: At no additional cost or fee to CITY, upon request by CITY, CONTRACTOR shall transfer or relocate copy machines and/or their accessories from one department to another, even if such machines are being transferred/relocated between buildings. CONTRACTOR shall transfer or relocate machines within five (5) working days or an otherwise mutually agreed upon time frame. CONTRACTOR shall timely report to the CITY Purchasing Supervisor or his/her designee, any such work performed. Such notification shall include the date of the action, the nature of the request, who made the request, the serial numbers of the equipment involved, the ending and beginning copy count of the equipment involved, and the location.

h. Excessive Service Calls: Copiers that develop a trend of requiring an excessive number of service calls (defined as four (4) service calls in a month or six (6) service calls within a 90 day period), must be replaced with comparable equipment of equal or greater capability at no additional charge. CITY'S records shall be used to determine CONTRACTOR'S compliance with this obligation.

i. Service Logs: CONTRACTOR shall maintain a service log at each machine. This service log is to be kept in or with the machine.

j. CITY Service: CONTRACTOR shall provide a representative to act as the main point of contact for all CITY service inquiries. In consultation with the CITY'S PURCHASING DEPARTMENT, said representative shall establish a practice of maintaining routine visits to departments to provide services which include, but are not limited to:

- Evaluate CITY needs and make recommendations to the City's Purchasing Department regarding equipment and accessories.

- Conduct equipment inspections.
- Provide training.
- Complaint resolution.

I. Invoicing:

- (1). Who to Invoice: CONTRACTOR shall be required to bill the City of Ukiah for all copy machines, Attention: Accounts Payable, Ukiah Civic Center, 300 Seminary Ave., Ukiah, CA. 95482. CONTRACTOR may deliver, using physical address.
- (2). Form: Invoices shall reflect usage in arrears. Invoices shall reflect monthly LEASE total copies, total copy credits and total charges, separately invoiced by machine.
- (3). Frequency: Invoices will be issued monthly.

J. Meter Readings: CONTRACTOR shall be responsible for insuring the collection and accuracy of meter readings upon which billing charges are based. Any methods utilized to collect the billing data must be auditable and CITY reserves the right to conduct such audits at any time. If remote diagnostics and/or meter readings would be preferred by CONTRACTOR, any costs involved in establishing that communication must be borne by CONTRACTOR. All meter readings will be agreed upon by the parties prior to invoicing.

K. Reports: CONTRACTOR shall provide a quarterly electronic (MS Word or Excel) performance history report to the CITY'S Purchasing Supervisor or his/her designee that shall include the following for each machine:

- (1). Make and model, location and serial number.
- (2). Service call dates.
- (3). Record of maintenance and repairs performed.
- (4). Service call response time.
- (5). Duration to remedy.
- (6). Monthly volume.

L. Changes: Except as specifically stated in this Contract, CITY personnel have no authority to order or direct any changes to this Contract. CONTRACTOR must not provide any equipment, services or other items that would cause CITY to incur additional costs beyond those stated in the Contract, without the prior approval of the CITY'S Purchasing Supervisor or his/her designee. If any changes require the approval of the City Council, such modifications shall not be effective until the required approval is obtained. Failure by CONTRACTOR to secure proper written authorization from CITY for additional equipment, services or other items beyond those specifically provided for in this Contract, may, at City's option, be deemed a waiver by CONTRACTOR of any claim for additional compensation related to such items.

M. Property taxes. CONTRACTOR shall be responsible to pay personal property taxes on all equipment.

2. CITY'S RESPONSIBILITIES, EXEMPTIONS and RIGHTS.

- A. Consideration: In consideration of CONTRACTOR'S services under this Contract and subject to the terms and conditions herein, CITY shall pay the monthly LEASE and the RATE specified herein in Section 1. C. Pricing on each copy/print CITY makes on CONTRACTOR'S photocopy machines.
- B. Payment Terms: Payment shall be due net 30 days from the date of the invoice. Payment is deemed to be made when CITY deposits the payment in the United States Mail with proper First Class postage addressed to CONTRACTOR.
- C. If City disputes any amount included in an invoice, then (i) CITY must notify CONTRACTOR of the dispute in writing, (ii) such notice will include a description of the items CITY is disputing and the reason such item is being disputed, and (iii) CITY and CONTRACTOR will promptly undertake good faith efforts to resolve such dispute. Pending resolution of such disputed amount CITY will pay any and all undisputed amounts in accordance with the payment terms above, including the fixed monthly rental set forth in Section 1. C. Pricing, which will not be subject to dispute at any time.
- D. Damage to or loss of property. Title to the CONTRACTOR'S supplied equipment will remain with CONTRACTOR until the CITY elects to purchase the equipment, and the risk of the equipment's loss or damage will pass to the CITY upon delivery. The CITY is required to insure the equipment while installed.
- E. Cancellation of Individual Machines: During the term of this Contract, and any extensions thereof, CITY reserves the right to cancel the LEASE of any machine due to non-appropriation of funds for the particular department, program or function for which the machine was intended. In order to terminate under this provision, the CITY will be required to send CONTRACTOR written notice, within 31-days of its governing body's decision not to appropriate funds, stating that its governing body failed to appropriate funds and that the governing body was unable to find an assignee within its organization to continue the Agreement. The notice must certify that the canceled equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year and indicate that the decision to cancel the Agreement was not initiated by any individual involved in the Agreement's management or execution. The notice must certify that the cancelled equipment will not be replaced by equipment with similar features and capabilities during the ensuing year, unless it is determined that the replacement is necessary to allow the CITY to perform its governmental functions and obligations. The CITY will be required to return the equipment to CONTRACTOR in good working condition, reasonable wear and tear accepted. The CITY will then be released from its obligation to make any further payments beyond the end of the last fiscal year for which funds have been appropriated. Should funding be reinstated during the term of this Contract, and any extensions thereof, and if the equipment has not been removed, CITY agrees to reinstate the LEASE of the machine.

3. **TERM.** This Contract shall commence on August 4th, 2020 and shall terminate on August 3rd, 2024, unless terminated earlier as hereinafter provided.

4. **END OF TERM OPTIONS: RETURN OF EQUIPMENT.** At the end of the Term and upon 30 days prior written notice to Contractor, or at the end of any Renewal Term, City shall immediately (i) notify Xerox Corporation of the City's intent to return the Equipment, and (ii) make the Equipment available to Xerox Corporation for pick-up. The CITY shall bear no additional cost for the return of the Equipment. This Contract shall continue on a month-to-month basis (the "Renewal Term") and City shall pay Contractor the same payments as applied during the Term until the Equipment is returned.

5. **DEFAULT.** A party is in default, if it fails to cure a material breach within the time demanded in a notice of default from the non-defaulting party to the defaulting party. The time to cure shall be not less than thirty (30) days, except for defaults resulting from a repeated failure to perform or where performance is required within a lesser time period (such as, but not limited to, performance under sections 1.H(3).c -g of this Agreement. In the case of a default where performance is required in less than thirty (30) days,

the non-defaulting party may declare a default unless the default is cured within not less than ten (10) days.

CONTRACT #2021-096

6. REMEDIES.

A. CITY Termination for Default: Subject to the limitations in Section 5 (Default) hereinabove, CITY may suspend or terminate this Contract at any time upon 30 days written notice to CONTRACTOR in the event of a default of contractual obligations. Termination under this provision shall not apply to orders received and equipment installed prior to the effective date of termination. "Default" means any of the following actions or inactions by the CONTRACTOR which if occurring shall constitute a material breach of this Contract:

(1). Any material breach specified herein.

(2). CONTRACTOR provides equipment that does not meet the specifications of this Contract.

(3). If CONTRACTOR should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough skilled service technicians or proper materials, or disregard laws and ordinances after the cure period has elapsed.

B. Termination for other Good Cause: This Contract may be terminated for Good Cause as follows:

(1). By mutual consent of the CITY, the CONTRACTOR and ADVANCED XEROGRAPHICS; or

(2). Non-appropriation of Funds: Subject to Section 2. E. Cancellation of Individual Machines, CITY may terminate this contract at the end of any fiscal year upon sixty (60) days written notice that funds have not been budgeted for LEASE of the property herein described. Such termination shall be without penalty to CITY. Upon termination before the full term of this Contract, CITY shall surrender the equipment to CONTRACTOR, at such place(s) within the CITY where the equipment is located, in as good condition as when delivered to the CITY, reasonable wear and tear excepted. If CITY terminates the Contract under this paragraph, CONTRACTOR may retain all amounts previously paid by CITY, and may collect and retain any amounts due or accrued on the date of such termination.

C. Prorate: Upon termination prior to the full and satisfactory completion of CONTRACTOR'S performance under this Contract for an uncured Default, CITY shall not be liable to pay CONTRACTOR the total compensation set forth in Section 2 (CITY'S RESPONSIBILITIES, EXEMPTIONS and RIGHTS) of this Contract, but CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the CONTRACTOR covered by this CONTRACT.

7. **INSURANCE.** CONTRACTOR shall at all times during the term of the Contract with the CITY maintain in force those insurance policies as designated in the attached Exhibit B, and will comply with all those requirements as stated therein. Claims under this provision shall only apply to losses or claims arising out of the willful or negligent acts, or omissions of CONTRACTOR, its officers, employees, or agents in the performance of services under the contract.

CONTRACTOR shall not allow any SUBCONTRACTOR to commence work on this subcontract until the insurance required of the SUBCONTRACTOR has been obtained. Any failure of CONTRACTOR to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Contract.

8. **INDEMNIFICATION – HOLD HARMLESS.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend and indemnify the CITY, its City Council, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of services under this Contract, provided that any such claim, loss, damage, liability or expense (1) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, and (2) is caused in whole or in part by any negligent act, omission or willful misconduct of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, regardless of

whether or not it is caused in part by any party indemnified hereunder. The CITY may participate in the defense of any such claim without relieving CONTRACTOR of any obligation hereunder. CONTRACTOR will not indemnify the CITY due to any negligent or willful act on the part of the CITY, its officers, employees, volunteers, or agents, or the negligent or willful acts of any party other than a CONTRACTOR'S officer, employee, or agent.

9. CONTRACTOR'S WARRANTIES. CONTRACTOR hereby makes the following representations and warranties:

- A. Standard of Care. CONTRACTOR represents that it is specially trained, licensed, experienced, and competent to perform all the services, responsibilities, and duties specified herein and that such services, responsibilities, and duties shall be performed, whether by CONTRACTOR or designated SUBCONTRACTORS, in a manner according to generally accepted practices in the provision of photocopier services.
- B. Non-Discrimination in Employment. In the performance of the work authorized under the Contract, CONTRACTOR shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

- C. Adherence to Applicable Disability Law. CONTRACTOR shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (42 U.S.C. Sections 1201, et seq.), California Government Code Sections 12020 et seq., and all related state and local laws.
- D. Safety Responsibilities. CONTRACTOR will adhere to all applicable CalOSHA requirements in performing work pursuant to this Contract. CONTRACTOR agrees that in the performance of work under this Contract, CONTRACTOR will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.
- E. Interest of CONTRACTOR. CONTRACTOR hereby covenants that he has, at the time of the execution of this Contract, no interest, direct or indirect, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this work, no person having such interest shall be employed.

10. ASSIGNMENT. CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of CITY, except that claims for money due or to become due CONTRACTOR from CITY under this Contract may be assigned by CONTRACTOR to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to CITY. Any attempt at assignment of rights under this Contract, except for those specifically consented to by both parties or as stated above, shall be void.

11. INDEPENDENT CONTRACTOR. It is specifically understood that in the making and performance of this Contract, CONTRACTOR is an independent CONTRACTOR and is not an employee, agent, or servant of CITY.

12. MODIFICATION. This Contract may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the agreed price may be modified by mutual written consent of CONTRACTOR and CITY Purchasing Supervisor.

13. ATTORNEY'S FEES AND COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

14. OWNERSHIP OF DOCUMENTS. All non-proprietary reports, drawings, renderings, information, and/or other documents or materials prepared by and/or submitted to CONTRACTOR hereunder shall become the property of CITY. In the event of the termination of this Contract for any reason whatsoever, CONTRACTOR shall promptly turn over all said reports, drawings, renderings, information and/or other documents or materials to CITY without exception or reservation.

15. JURISDICTION AND VENUE. This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding the Contract or performance thereof shall be in Mendocino County, California. CONTRACTOR waives any right of removal it might have under California Code of Civil Procedure Section 394.

16. RESIDENCY. All independent CONTRACTORS providing services to CITY for compensation who seek an exemption from withholding of state income tax must file with the City a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

17. NO THIRD-PARTY BENEFICIARIES. Nothing contained in this Contract shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

18. SEVERABILITY. If any provision of this Contract is held to be unenforceable, the remainder of this Contract shall be severable and not affected thereby.

19. CONFLICT OF INTEREST; CONFIDENTIALITY. The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Contract. Without limitation, CONTRACTOR represents to and agrees with the CITY that CONTRACTOR has no present, and will have no future, conflict of interest between providing the CITY service hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the CITY, as determined in the reasonable judgment of the City Council.

The CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Contract for the CITY, will be kept confidential and not be disclosed to any other person. The CONTRACTOR agrees to immediately notify the CITY by notices provided in accordance with Paragraph 20 of this Contract, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Contract.

These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the CITY hereunder.

20. NOTICES. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally, by overnight courier or fax or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by regular first class mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party. Said notice shall be deemed given on the date received, if delivered personally, by overnight courier or fax, and 48 hours after deposit in the United States mail.

CITY OF UKIAH
Attn: Purchasing Supervisor
411 W. Clay ST
Ukiah, CA 95482

CONTRACT #2021-096
XEROX CORPORATION
Attn: Office of General Counsel
45 Glover Ave. Ukiah, CA 95482
Norwalk, CT 06856

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Contract.

21. COMPLIANCE WITH LICENSING REQUIREMENTS. CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the CITY.

22. AUDITS; ACCESS TO RECORDS. The CONTRACTOR shall make available to the CITY, its authorized agents, officers, or employees, for examination of any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the CITY, and shall furnish to the CITY, its authorized agents, officers or employees such other evidence or information as the CITY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with CITY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Contract. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The CITY Further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Contract or completion of all work hereunder, as evidenced in writing by the CITY, and the CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after CITY makes the final or last payment or within four (4) years after any pending issues between the CITY and CONTRACTOR with respect to this Contract are closed, whichever is later.

23. ADDITIONAL PROVISIONS. This Contract shall be governed by the laws of the State of California. It constitutes the entire Contract between the parties regarding its subject matter. This Contract supersedes all proposals, oral and written and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Contract.

24. MISCELLANEOUS.

- A. CITY authorizes CONTRACTOR or CONTRACTOR'S agent to file UCC financing statements. The parties intend this to be a "Finance Lease" under Article 2A of the Uniform Commercial Code ("UCC"). CITY waives all rights and remedies allowed by Article 2A of the UCC.
- B. Lease Terms.
 - 1. **Non-Cancelable Agreement.** LEASE ORDERS CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, CITY'S OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. EXCEPT FOR THE CITY'S RIGHT TO RETURN EQUIPMENT AT XEROX EXPENSE, AS PROVIDED IN THIS AGREEMENT,

ANY CLAIM AGAINST XEROX MUST BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

2. **CITY Default & Xerox Remedies.** CITY will be in default under an Order if CONTRACTOR does not receive any payment within 15 days after the date it is due (45-days after the invoice date) or CITY breaches any other obligation under the Contract, any Order, or any other Contract with CONTRACTOR. If CITY defaults under the Contract or any Order, CONTRACTOR may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at CITY's expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid as allowed under California law; (b) the Minimum Lease Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the Equipment Order Term, discounted at 4% per annum; and (c) the applicable Purchase Option; and (d) all applicable Taxes. If CITY makes the Equipment available for removal by Xerox within 31-days after the notice of default, in the same condition as when delivered, reasonable wear and tear accepted, upon recovery of the Equipment CITY will receive a credit for the fair market value of the Equipment as determined by CONTRACTOR, less any costs incurred by CONTRACTOR. CITY will pay all reasonable costs, including attorneys' fees, incurred by CONTRACTOR to enforce the Contract or any Order.
3. **Basic Maintenance Services.** Maintenance Services will be provided during CONTRACTOR'S standard working hours, 8 A.M. to 5 P.M., Monday through Friday, in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (a) misuse, neglect, or abuse; (b) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (c) use of options, accessories or products not serviced by CONTRACTOR; (d) non-CONTRACTOR alterations, relocation, service or supplies; or (e) failure to perform operator maintenance procedures identified in operator manuals.
4. **Cartridges.** Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured, or reprocessed. Remanufactured and reprocessed Cartridges meet CONTRACTOR's new Cartridge performance standards and contain new and/or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point.
5. **Consumable Supplies.** Maintenance Services will include black toner and/or solid ink and color toner, staples, and/or solid ink, if applicable ("Consumable Supplies"). Highlight color toner, clear toner, and custom color toner are excluded. Consumable Supplies are CONTRACTOR'S property until used by CITY, and CITY will use Consumable Supplies only with the Equipment for which "Consumable Supplies" is included in the Maintenance Plan. If recycling information is furnished with Consumables Supplies, CITY agrees to return the used item, at CONTRACTOR's expense, for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon the Contract's expiration, CITY will include any unused Consumable Supplies with the Equipment for return to CONTRACTOR at the time of removal. If CITY's use of Consumable Supplies exceeds CONTRACTOR's published yield by more than 10%, CONTRACTOR will notify CITY of such excess usage. If such excess usage does not cease within 31-days after such notice, CONTRACTOR may charge CITY for such excess usage. For the avoidance of doubt, CONTRACTOR's yields are based on prints, impressions, linear fleet, or copies containing the normal mix of test and graphics to determine the expected yield of Consumable Supplies under normal operating conditions. Upon request, CITY will provide current meter reads and/or an inventory of Consumable Supplies in its possession.
6. **Remote Services.** Certain models of Equipment are supported and serviced using data that is automatically collected by CONTRACTOR via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter reads, supply levels, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by CONTRACTOR. The automatic data transmission capability will not allow CONTRACTOR to read,

view, or download any CITY data, documents, or other information residing on or passing through the Equipment or CITY's information management systems. If requested in writing CONTRACTOR will turn off and disable the Remote Services capability.

7. **Data Security.** Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability, and use of data security features are solely CITY's responsibility. Upon request, CONTRACTOR will provide additional information to CITY regarding the security features available for particular Equipment models.
8. **Warranty Disclaimer & Waivers.** CONTRACTOR DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Intellectual Property Indemnity.** CONTRACTOR will defend, and pay any settlement agreed to by CONTRACTOR or any final judgment for, any claim that a CONTRACTOR-brand Product infringes a third party's U.S. intellectual property rights. CITY will promptly notify CONTRACTOR of any alleged infringement and permit CONTRACTOR to direct the defense. CONTRACTOR is not responsible for any non-CONTRACTOR litigation expenses or settlements unless CONTRACTOR pre-approves them in writing. To avoid infringement, CONTRACTOR may modify or substitute an equivalent Xerox-brand Product, or obtain any necessary licenses. CONTRACTOR is not liable for any infringement based upon a Xerox-brand Product being modified to CITY's specifications, or being used or sold with products not provided by CONTRACTOR.
10. **Limitation of Liability.** Except for personal injury (including death), property damage, or intellectual property indemnity indemnification obligations set forth in the Contract, Xerox will not be liable to CITY for any direct damages relating to the Contract or any Order written hereunder in excess of the sum of the amounts paid and to be paid during the initial Term of the applicable Order. Neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to the Contract or any Order written hereunder, whether the claim alleges tortious conduct (including negligence) or any other legal theory.
11. **Force Majeure.** Xerox will not be liable to CITY and CITY will not be liable to Xerox during any period in which their performance is delayed or prevented, in whole or in part, by a circumstance beyond their reasonable control. Xerox will notify CITY and CITY will notify Xerox if such a circumstance occurs.
12. **Taxes.** CITY is responsible for all applicable taxes, fees, or charges of any kind, (including interest and penalties) assessed by any governmental entity on the Contract or the amounts payable under the Contract ("Taxes"), which will be included in CONTRACTOR's invoice, unless CITY provides proof of its tax exemption status. Taxes do not include taxes on Xerox's income and, for Lease Orders taxes do not include personal property taxes in jurisdictions where CONTRACTOR is required to pay personal property taxes. Except for Equipment that includes a Bargain Purchase Option, a Lease Order is a lease for all income tax purposes, and CITY will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with its role as lessee of the Equipment.
13. **Late Charges.**
 - A. **Late Charge.** If a payment is not received by CONTRACTOR within 15-days after the due date (45 days after the invoice date), CONTRACTOR may charge, and CITY will pay, a late interest charge as allowed under California law.

Software

14. **Software License.** CONTRACTOR grants CITY a non-exclusive, non-transferable license to use
 - (a) the software and accompanying documentation provided with the Xerox-brand Equipment ("Base Software") in the U.S.: only with the Xerox-brand Equipment with which it was delivered; and
 - (b) software and accompanying documentation identified in an Order as "Application Software" only on any single unit of equipment for as long as CITY is current in the payment of all fees. "Base Software" and "Application Software" are referred to collectively as "Software".
 - A. CITY has no other rights and may not: (a) copy, distribute, modify, create derivatives of, decompile, or reverse engineer Software; (b) activate Software delivered with the Equipment in an inactivated state; or (c) allow others to engage in same.
 - B. Title to, and all intellectual property rights in, Software will reside solely with CONTRACTOR and/or its licensors, who will be considered third-party beneficiaries of this subsection.
 - C. The Base Software license will terminate (a) upon the expiration of any individual Agreement under which CITY has rented or leased the Equipment, unless CITY has exercised an option to purchase the Equipment or if (b) if CITY is a lessor of the Equipment and its first lessee no longer uses or possesses the Equipment;
 - D. Neither CONTRACTOR nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.
 - E. Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (i) CONTRACTOR is denied access to periodically reset such code; (ii) you are notified of a default under this Agreement; or (iii) your license is terminated or expires
 - F. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.
15. **Software Support.** CONTRACTOR will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term of the applicable Order and any renewal period. For Application Software, Software Support will be provided as long as CITY is current in the payment of all applicable fees.
 - A. CONTRACTOR will maintain a web-based or toll-free hotline during CONTRACTOR's standard working hours to report Software problems and answer Software-related questions.
 - B. CONTRACTOR, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of six (6) months after the current Release is made available to CITY. CONTRACTOR will not be required to provide Software Support if CITY has modified the Software.
 - C. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that CONTRACTOR may make available will be provided at no charge. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at CONTRACTOR's then-current pricing. Maintenance Releases, Updates, and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of the Contract, unless otherwise noted. Implementation of a Release may require CITY to procure, at CITY's expense, additional hardware, and/or software from CONTRACTOR or another entity.
16. **Diagnostic Software.** Software used to maintain the Equipment and/or diagnose its failure or substandard performance (collectively "Diagnostic Software") is embedded in, resides in, or may be loaded on the Equipment. Title to Diagnostic Software will remain with CONTRACTOR or its licensors. CITY agrees that CITY's acquisition of the Equipment does not grant CITY a license or right to use Diagnostic Software for any purpose, or allow third parties to do so. CITY agrees at all

times to allow CONTRACTOR reasonable access to the Equipment to access, monitor, and otherwise takes steps to prevent unauthorized use or reproduction of Diagnostic Software, provided that such access to CITY's facility will be during normal business hours.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

XEROX CORPORATION

BY:

Bill Hassett

PRINT NAME:

BILL HASSETT

CITY OF UKIAH

BY:

Sgt. Sangiacomo

SAGE SANGIACOMO, CITY MANAGER

ATTEST:

Kristine Lawler

Digitally signed by Kristine Lawler
DN: cn=Kristine Lawler, o=ou,
email=klawler@cityofukiah.com, c=US
Date: 2020.09.01 15:17:38 -0700

KRISTINE LAWLER, CITY CLERK

10/30/2020

Date

IRS IDN Number

09/01/2020

Date

Date



INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial **General Liability** coverage (Form No. CG 20 10 10 01 and Commercial General Liability – Completed Operations Form No. CG 20 37 10 01).
- B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering **Automobile Liability**, code 1 (any auto).
- C. **Worker's Compensation** insurance as required by the State of California and Employer's Liability Insurance.

II. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Insurance must be written on an occurrence basis.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. Insurance must be written on an occurrence basis.
- C. Worker's Compensation Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

III. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City and shall be the sole responsibility of the Contractor. If for any reason the City does not approve such deductible, Contractor and City will discuss solutions to come to a mutually agreed upon, reasonable solution for both parties.

IV. REQUIRED Insurance Provisions

Proof of **general liability and automobile liability** policies are to contain, or be endorsed to contain, the following provisions:

- A. The City, its officers, officials, employees, and volunteers are to be covered as **ADDITIONAL INSURED** for claims caused by the negligent acts or omissions of Contractor with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment, furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
- B. **The workers' compensation policy is to be endorsed with a waiver of subrogation.** The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City. NOTE: You cannot be added as an additional insured on a workers' compensation policy.
- C. For any claims related to this project, the Contractor's insurance coverage shall be **primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

D. Each insurance policy required by this clause shall be endorsed to state that coverage shall **not be canceled** by either party, except after Insurer endeavors to provide thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. **Note: (This protects the Contractor)** -Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.

V. RATING - Acceptability of Insurers

Insurance is to be placed with admitted California insurers with a current A.M. Best's rating of no less than A- for financial strength, AA for long-term credit rating and AMB-1 for short-term credit rating.

VI. Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on **forms provided by the City**. If endorsements are on forms other than the City's forms, those endorsements or policies must provide coverage that is equivalent to or better than the forms requested by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

VII. Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

If you have questions regarding our insurance requirements contact:

**Risk Manager
(707) 463-6287
FAX (707) 463-6204**



UKIAH VALLEY FIRE AUTHORITY
 1500 SOUTH STATE STREET
 UKIAH, CA 95482-6709
 Phone: (707)462-7921
 Fax: (707)462-2938 ♦
 email: sabba@cityofukiah.com

PUBLIC RECORDS REQUEST INFORMATION FORM

Date Submitted:	Requested by:		Phone (required)
-----------------	---------------	--	------------------

General Topic of
Information Requested

Description of
Records Requested and/or
Address of Incident:

What form would you like the records
to be delivered:

PLEASE CHECK THE APPROPRIATE BOX

☐	Flashdrive:	We will provide a flash drive for a fee, you must provide a self addressed, postage paid envelope.
☐	Email:	EMAIL ADDRESS:
☐	Mail:	MAILING ADDRESS:

ALL REPORTS HAVE A \$5.00 FEE PER POLICY NO. 1023.40 for processing, printing, emailing. Copying onto a flashdrive and mailing is \$5.00 plus the cost of the flash drive. Per Policy 1023 the charges for other documents are as follows: \$.10/page for letter size black/white copies; \$.20/page for letter size color copies; \$.20/page for legal size black/white copies; \$.30/page for legal size color copies. 8.5 x 14 or 11 x 17 size paper are \$1.00/page for black/white and \$2.50/page for color. For maps, and plans copied onto 8.5 x 14 or 11 x 17 size paper the cost is \$5.00 page. There shall be no cost for any documents that are already in PDF Format and can be emailed.

Make checks payable to: Ukiah Valley Fire Authority
Mail check to: 1500 S. State Street; Ukiah; CA; 95482

Official Use:
Incident Report No. _____

OFFICAL USE ONLY

Date Recieveid:

Date Processed:

Received By:

Processed By:

Items Sent:

1)



ITEM NO.: 8a

MEETING DATE: December 14, 2021

AGENDA SUMMARY REPORT

SUBJECT: New Meeting Schedule and the Resolution for the Ukiah Valley Fire District Board of Directors.

Summary: The Ukiah Valley Fire District Board (UVFD) has changed the Time of the Regular and Special Meetings to be held every other month beginning with February 2022 on the First Tuesday of each month from 6:00 p.m. to 6:30 p.m. ATTACHMENT 1- New Meeting Schedule; The Ukiah Valley Fire District Board of Directors will adopt Resolution 2021- New UVFD Meeting Schedule. ATTACHMENT 2

Background: The UVFD has been holding their Meetings on the First Tuesday of every other month; February, April, June, August, October, and December at 6:00 p.m.

Discussion: Change the Times of the Meetings from 6:00 p.m. to 6:30 p.m. in order to assure that the UVFD President, David B. Haas, may attend the meetings due to his work schedule, and Adopt the Resolution 2021- New Meeting Schedule for the Ukiah Valley District Board of Directors.

RECOMMENDED ACTION(S): Approve the New Meeting Schedule for the UVFD and Adopt the Resolution for the Ukiah Valley Fire District Board of Directors New Meeting Schedule.

ALTERNATIVES: None

Citizens advised: N/A

Requested by: Stephanie Abba, Clerk of the Board

Prepared by/Contact: Stephanie Abba, Clerk of the Board

Coordinated with:

Presenters: Doug Hutchison, Fire Chief

Attachments: 1. New UVFD Meeting Schedule; 2. Resolution 2021- New UVFD Meeting Schedule.

COMMITTEE ACTION DATE: _____: ☐ Approved ☐ Continued to _____ ☐ Other _____

RECORDS APPROVED: ☐ Agreement: _____ ☐ Resolution: _____ ☐ Ordinance: _____

Note: Please write Agreement No. in upper right corner of agreement when drafted.

Approved: _____

Doug Hutchison, Fire Chief

Ukiah Valley Fire District and Fire Executive Committee Governance Meeting Schedule

ATTACHMENT 1

Ukiah Valley Fire District 2 nd Tuesday at 6:30 m (City Chambers)	UVFA Fire Executive Committee 2 nd Tuesday @ 5pm (Conference Center)	Joint UVFD/City Council to be announced (City Chambers)
	January (2 nd Tuesday @ 5pm) Appoint Committee Chairperson Mid-Year Budget Review/Adjustments Goals – Review/Set for Next FY Fleet/Facilities Review	
February (2 nd Tues @ 6:30pm) Measure “B” Annual Report Mitigation Fee Resolution	March (2 nd Tuesday @ 5pm)	
April (2 nd Tues @ 6:30pm)		
	May (2 nd Tuesday @ 5pm) Preliminary Budget/Cost Apportionment	
June (2 nd Tues @ 6:30pm) Preliminary Budget		June (tentative) Budget Approval
August (2 nd Tues @ 6:30pm) Final Budget	July (2 nd Tuesday @ 5pm)	
	September (2 nd Tuesday @ 5pm)	
October (2 nd Tues @ 6:30pm) Mitigation Fee Annual Report	November (2 nd Tuesday @ 5pm) JPA Review	
December (2 nd Tues @ 6:30pm) Election of Officers		December (tentative) JPA Review Mid-Year Review

Fire District Approved: 12/14/2021
Tuesday’s at 6:30 p.m.

Fire Executive Committee Approved: 11/10/21 beginning
1/1/2021 – Tuesday’s at 5:00 p.m.

RESOLUTION 2021-

RESOLUTION OF THE UKIAH VALLEY FIRE DISTRICT BOARD OF DIRECTORS ESTABLISHING A NEW REGULAR MEETING SCHEDULE FOR THE UKIAH VALLEY FIRE DISTRICT BOARD MEETINGS

WHEREAS, the Ukiah Valley Fire District (UVFD) currently holds Regular Meetings on the 2nd Tuesday in the months of February, April, June, August, October, and December. The time of the meeting is 6:00 p.m.; and

WHEREAS, the UVFD held a meeting on December 14, 2021, at which time they adopted Resolution 2021-, approving a New Meeting Schedule for the Ukiah Valley Fire District Board Meetings. The UVFD has agreed to change the Time of their Board Meetings from 6:00 p.m. to 6:30 p.m.

NOW THEREFORE BE IT RESOLVED, that the UVFD will meet on the 2nd Tuesday of every other month at 6:30 p.m. in the months of February, April, June, August, October, and December.

PASSED AND ADOPTED, by the Ukiah Valley Fire District Board of Directors on the 14th day of December, 2021, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

David B. Haas, President

ATTEST:

Stephanie Abba, Clerk of the Board