



UKIAH VALLEY FIRE DISTRICT BOARD OF DIRECTORS

JENIFER BAZZANI – PETER BUSHBY – ALLEN CHERRY – MICHAEL GRAHAM – DAVID B. HAAS

SPECIAL MEETING

AGENDA

Register for joint Ukiah Valley Fire District / Ukiah City Council Special Meeting at:

<https://attendee.gotowebinar.com/rt/7799907307071655437>

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

June 17, 2020

5:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ANNOUNCEMENTS

4. PUBLIC EXPRESSION

Limited to 3 minutes per person and a total of 15 minutes per subject to address any matter not on the agenda. 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

6. UNFINISHED BUSINESS - DISCUSSION/ACTION

- 6.a. Discussion and Possible Action on Options for Increasing Fire Authority Revenues and Consideration of a Resolution approving an Amended and Restated Agreement for shared management of Fire Departments between the City of Ukiah and Ukiah Valley Fire District.

Recommended Action: 1. Approve and direct staff to begin the process of fire service annexation.

2. Approve a resolution approving an Amended and Restated Agreement for shared management of Fire Departments between the City of Ukiah and Ukiah Valley Fire District.

Attachments:

1. Proposal Presentation 5-14-20
2. Ukiah Valley Fire Authority Amended Draft JPA 06-11-2020REVdrrdREDLINE
3. UVFD Resolution Amended & Restated Fire JPA

7. NEW BUSINESS - DISCUSSION/ACTION

8. COMMUNICATIONS RECEIVED AND FILED - INFORMATION

9. ADMINISTRATOR, CHIEFS AND VOLUNTEERS REPORT - INFORMATION

10. DIRECTOR'S REPORT for FEC AND LAFCO

11. CLOSED SESSION

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

12. ADJOURNMENT

Please be advised that the Ukiah Valley Fire Authority needs to be notified 72 hours in advance of a meeting if any specific accommodations or interpreter services are needed in order for you to attend. The Ukiah Valley Fire Authority complies with ADA requirements and will attempt to reasonably accommodate individuals with disabilities upon request. Materials related to an item on this Agenda submitted to the Ukiah Valley Fire Authority 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 locations: Ukiah Valley Fire District Office - 1500 South State Street; Willow Water District - 151 Laws Ave., and 300 Seminary Avenue, Ukiah, California, not less than 24 hours prior to the meeting set forth on this agenda.

Kristine Lawler, City Clerk
Dated: 6/12/20



AGENDA SUMMARY REPORT

SUBJECT: Discussion and Possible Action on Options for Increasing Fire Authority Revenues and Consideration of a Resolution approving an Amended and Restated Agreement for shared management of Fire Departments between the City of Ukiah and Ukiah Valley Fire District.

DEPARTMENT: Fire **PREPARED BY:** Doug Hutchison, Fire Chief, Dan Buffalo, Finance Director

ATTACHMENTS:

1. Proposal Presentation 5-14-20
2. Ukiah Valley Fire Authority Amended Draft JPA 06-11-2020REVdrdREDLINE
3. UVFD Resolution Amended & Restated Fire JPA

Summary: Discussion of the various funding options available to the City and Fire District to increase and stabilize funding for the Fire Authority and consideration of an amended and restated agreement for shared management of Fire Departments between the City of Ukiah and Ukiah Valley Fire District.

Background: The City and District entered into a joint powers agreement in 2017, forming the Ukiah Valley Fire Authority, to facilitate and stronger and more stable funding and operational structure for fire services in the greater Ukiah Valley service area. In doing so both agencies identified significant benefits, but they also identified significant challenges financially to ensure adequate fire services could be maintained for the long-term. The City Council, District Board of Directors, and staff have worked on potential solutions to meet this challenge.

Discussion: The current arrangement for funding of the Fire Authority is a 50/50 split between the City and District in operational costs, including, personnel; services, materials, and supplies; capital maintenance; and indirect costs. Capital outlays are the responsibility of each agency independently as is any respective outstanding debt service. The District was unable to participate in the arrangement financially given its available revenue sources, so the City agreed to subsidize a portion of the District's share for a limited duration until the District could generate new revenues. As a result, the effective cost share has not been the agreed upon 50/50 split but rather 70/30. And even at this de facto cost share the District's revenues have been insufficient, requiring it to rely on its

available reserves.

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

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

After careful consideration of multiple options, Fire Authority staff, including the City Manager and Finance Director, believe the best path forward is one in which the District generate additional revenues with a broader application of its current special tax measures, J and B. The proposal is for the District to annex fire services from the City, which effectively would overlay the District's Measures B and J, as well as their mitigation fees on properties within city limits. Our conservative estimates put new revenue at between \$900,000.00 and \$1,000,000.00. To accomplish this would require a LAFCO process rather than a tax measure on the ballot. It is a fair and equitable application of revenue generation that would benefit the entire services area and ensure funding in the intermediate term for adequate fire protection and response services for all served by the City and District.

While new revenue generation is estimated to be approximately \$1 million, the District is expected to realize a net gain of approximately \$500,000 annually toward rebuilding its reserves, and allow the District to participate in the Authority's funding at a true 50/50 split with no further subsidy by the City. The constraint of measure B and J not having an annual inflator will still inhibit proper funding growth and will certainly need to be addressed in the future; however, this proposal is the strongest and best path forward. Doing so requires minor alterations to the current agreement for shared

management, and would serve to strengthen the bonds between the City and District making our current operations far less exposed to any political uncertainty in the future. The draft amended and restated agreement is included as Attachment #2.

The Fire Authority Executive Committee has reviewed and approved this proposal, and is recommending the UVFD Board and City Council approve and direct staff to begin the process of fire service annexation. The attached presentation is the same received by the Executive Committee (Attachment 1). Furthermore, approval of the resolution (Attachment #3) for an amended and restated agreement for shared management of Fire Departments is also recommended.

Recommended Action: 1. Approve and direct staff to begin the process of fire service annexation.
2. Approve a resolution approving an Amended and Restated Agreement for shared management of Fire Departments between the City of Ukiah and Ukiah Valley Fire District.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE:

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Doug Hutchison- Fire Chief, Dan Buffalo- Finance Director

Fire Service Annexation

A proposal for service
sustainability



Outline

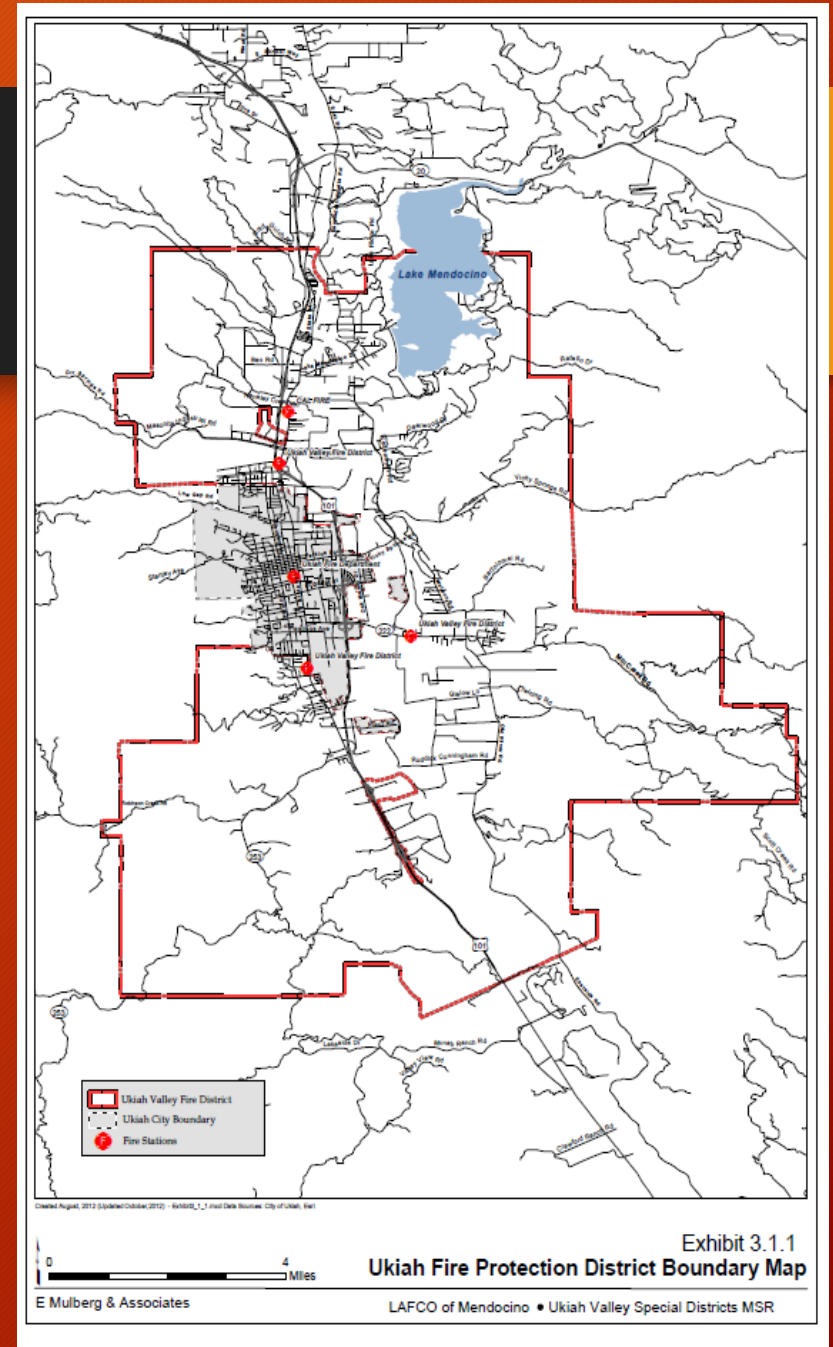
1. Current Fire Authority JPA arrangement
2. Proposal for funding sustainability
3. Summary and steps forward

1. Fire Authority JPA Arrangement

- Agreement between City of Ukiah and Ukiah Valley Fire District
- Calls for a 50/50 operating cost share
 - Personnel
 - Services, supplies, and other operating
- Debt service and capital outlay are agency-specific
- All Authority personnel are employees of the City

Fire Authority JPA Arrangement

Current boundaries



Funding Sources



City

General revenues:

- Sales tax (including Measure P)
- Property tax
- Prop 172
- Other



District

Special purpose revenues:

- Property taxes:
 - Measure B
 - Measure J
- Prop 172
- Special fees

Funding Contributions FY (2019)



City

Share cost contribution:
\$3,537,458 (70%)



District

Share cost contribution:
\$1,559,747 (30%)

\$1,019,441
Variance from 50/50 Split

Funding Dilemma

District contribution:	\$1,559,747
District revenues:	<u>\$1,078,530</u>
Funding deficit	\$481,217

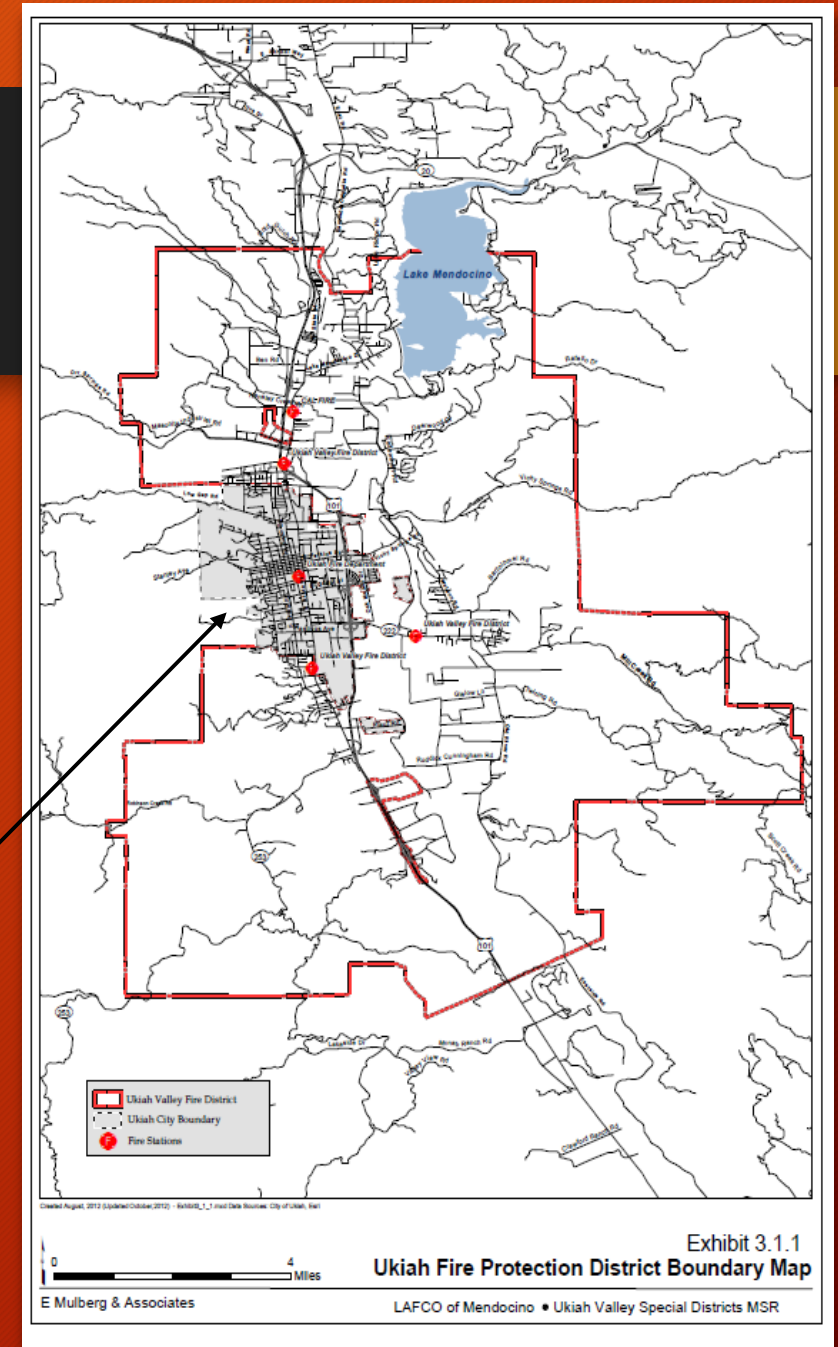
Note: Deficit is at current de facto 70/30 split



2. Proposal

- District to annex City fire services
- District overlays existing property taxes and fees onto City parcels
 - Initial estimated revenue generation: >\$1 million
- Fire Authority remains governing authority
- City and District maintain 50/50 split

City boundaries
to be annexed



3. Summary and Steps Forward

- Current funding is insufficient to maintain appropriate and adequate level of fire prevention and response services
- Additional revenues are needed by District toward shared costs
- LAFCO approval needed
- Required steps:
 - Fire Authority Executive Committee approval
 - City Council and District Board approval
 - District to file annexation with LAFCO
 - City and District to negotiate required terms
 - LAFCO approved annexation
 - Property tax overall assessed in FY 2021 and revenues recognized beginning in FY 2022

Questions

AMENDED AND RESTATED AGREEMENT FOR SHARED MANAGEMENT OF FIRE DEPARTMENTS

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

WITNESSETH:

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

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

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

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

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

Section 1. Purpose

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

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

Section 2. Service Level

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

Section 3. Term

This Agreement shall become effective if and when the annexation of the entire City by the District becomes final and effective ~~as of July 1, 2017~~ and shall be binding upon all parties hereto, and shall thereafter continue in full force and

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

Section 4. Fire Executive Committee

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

Section 5. Powers and Duties of the Fire Executive Committee

A. Common Powers

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

B. Duties

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

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

Section 6. Key Management Services

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

A. Fire Chief

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

B. Financial and General Services

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

Section 7. Budget and Cost Apportionment Plan

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

Section 8. Services to Other Agencies

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

Section 9. Withdrawal; Termination

A Party may withdraw as a party to this Agreement ~~without penalty upon a minimum of 18 months notice~~ by mutual written agreement and consent of the City and District with a July 1st effective date unless otherwise agreed to by both Parties. Such withdrawing Party shall perform all obligations under this Agreement until the agreed upon noticed July 1 date of withdrawal. A withdrawing Party shall remain obligated to perform obligations, including financial obligations arising prior to the ~~July 1~~ withdrawal date,

Section 10. Dissolution/Reorganization

- A. The Agreement shall terminate if the number of parties to this Agreement becomes less than two, or if the parties unanimously agree to terminate the Agreement. If the Parties have accumulated any assets relating to the shared management of fire, medical, and other emergency services prior to termination, such assets shall be distributed among the Parties per their respective contributions, unless the Parties may otherwise agree.
- B. Per the Fire District Law of 1987 (Health & Safety Code §138122), the Cortese-Knox Local Government Reorganization Act of 1985 (Division 3 (commencing with Section 56000) of Title 5 of the Government Code) shall govern any change of organization or reorganization of a fire district. This Agreement is intended to allow for the administration and operation a jointly coordinated emergency response system, until City annexations result in 70% of the District territory and 70% of the registered voters of the District being within the City's limits. Upon the occurrence of this condition the parties will be deemed to have jointly requested the Mendocino County Local Agency Formation Commission ("LAFCO"), pursuant to Government Code Sections 56078 and 57105, to establish the District as a subsidiary district of the City with the City Council serving as the Board of Directors of the District. Upon LAFCO's approval of the subsidiary district, this Agreement shall terminate.
- A.—The District agrees to support revisions to the City's General Plan, Municipal Service Review ("MSR") and Sphere of Influence ("SOI") necessary or advisable to enable annexations and reorganization and not to propose or seek LAFCO approval for or support proposed provisions in the District's MSR or SOI that would inhibit, conflict with, or prevent such City annexations and/or reorganization. The District shall support any annexations by the City that further the goal described in Section 10 B.

Section 11. Amendment to Agreement

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

Section 12. Additional Parties to the Agreement

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

Section 13. Notices

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

To City: City of Ukiah
 300 Seminary Ave.
 Ukiah, CA 95482
 Email:
 Attention: Mayor and City Manager

To District: Ukiah Valley Fire District
 1500 South State Street
 Ukiah, CA 95482
 Email:
 Attention: Board Chair

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

Section 14. Severability

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

Section 15. Hold Harmless and Indemnity

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

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

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

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

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

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

Section 16. Legal Representation and Advice

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

Section 17. Insurance

Each Party shall be responsible for maintaining a program of insurance that shall cover each Party's indemnification obligations. Without in any way affecting the indemnity herein provided and in addition thereto, each

Party shall secure and maintain throughout the Agreement the following types of insurance, including coverage through a pooled risk joint powers agency such as the Redwood Empire Municipal Insurance Fund with limits as shown.

A. Workers' Compensation:

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

B. Comprehensive General and Automobile Liability Insurance:

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

Additional Named Insured:

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

C. Policies Primary and non-Contributory:

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

Section 18. Mediation

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

Section 19. Additional Documents and Agreements

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

Section 20. Successors

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

Section 21. Warranty of Legal Authority

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

Section 22. Assignment/Delegation

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

Section 23. No Third-Party Beneficiary

This Agreement is only for the benefit of the Parties as municipal or corporate entities and shall not be construed

as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or party shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

Section 24. Governing Law

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

Section 25. Agreement Controlling

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

Section 26. Entire Agreement

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

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

CITY OF UKIAH

By: _____
Douglas F. Crane, Mayor

Approved to Form:

~~Its: Mayor~~

City Attorney

Attest:

Kristine Lawler, City Clerk

UKIAH VALLEY FIRE DISTRICT

By: _____
David B. Haas, Board President
~~Its: Board President~~

Approved to Form:

District Counsel

Attest:

District Secretary

RESOLUTION NO. 2020-

RESOLUTION AUTHORIZING THE DISTRICT PRESIDENT TO EXECUTE AN AMENDED AND RESTATED JOINT POWERS AGREEMENT WITH THE CITY OF UKIAH FOR SHARED MANAGEMENT OF FIRE SERVICES

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

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

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

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

PASSED AND ADOPTED by the District Board of the Ukiah Valley Fire District this 17th day of June, 2020, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

David B. Haas, Board President

ATTEST: Stephanie Abba, Clerk of the Board