



Solano Local Agency Formation Commission

675 Texas St. Ste. 6700 • Fairfield, California 94533
(707) 439-3897 • FAX: (707) 438-1788

Solano County Government Center
Board of Supervisors Chambers
675 Texas Street
Fairfield, CA 94533

June 10, 2024 10:00 A.M.

ATTENTION: This meeting is in person and open to the public.

AGENDA

1. **CALL TO ORDER AND SALUTE TO THE FLAG**
2. **ROLL CALL**
3. **CHANGES AND APPROVAL OF THE AGENDA**
4. **PUBLIC COMMENT**

Opportunity for the public to speak to the Commission on any subject matter within the Commission's jurisdiction but not appearing on today's agenda.

5. **PUBLIC COMMENT ON CONSENT ITEMS**

Each speaker shall have 3 minutes to address any or all items under Consent.

6. **CONSENT ITEMS**

- A. Meeting Minutes – April 6, 2024
- B. Financial Reports – April 2024 – May 2024

7. **CLOSED SESSION**

Public Employee Performance Evaluation (Gov. Code 54957)
Title: Executive Officer

Conference with Labor Negotiators (Gov. Code 54957.6)
Agency Designated Representative: Chair Shopay
Unrepresented employee: Rich Seithel

8. **REPORT OF CLOSED SESSION**

Commissioners

Ron Kott, Chair • John Vasquez, Vice-Chair • Nancy Shopay • Mitch Mashburn • Steve Bird

Alternate Commissioners

Alma Hernandez • Wanda Williams • Jack Batchelor

Staff

Rich Seithel, Executive Officer • Christina Love, Deputy Executive Officer • Aaron Norman, Analyst II • Tova Guevara, Office Administrator/Clerk • Tyra Hays, Project Specialist • Mala Subramanian, Lead Legal Counsel

9. PUBLIC HEARING

- A. **LAFCO Project No. 2023-20: City of Fairfield/Cordelia Fire Protection District Fire Contract** – Commission will consider approving the extension of fire services by contract. Pursuant to Government Code Section 56134, the City of Fairfield requests to extend fire protection services to 100% of the Cordelia Fire Protection District.
- B. **LAFCO Project No. 2023-16: Solano LAFCO Policy Updates** – Commission will consider adopting two policy updates: Incorporation of city policy and an update to the spending policy.
- C. **LAFCO Project No. 2024-05: Update the Solano LAFCO Personnel and Salary Resolution Appendix A to Reflect Competitive Base Salary Adjustments for LAFCO Classifications of Office Administrator/Clerk, Analyst I, Analyst II, Sr. Analyst, and Deputy Executive Officer, Effective July 1, 2024; and Update the Executive Officer’s Salary.**

Execute Amendment 2024-01 to the Employment Contract for Solano LAFCO Executive Officer Amending Section 5.01 Executive Officer Annual Salary and Section 5.3 Vacation Benefits, Effective July 1, 2024

Amend Personnel Policies Regarding Vacation Benefits for the Executive Officer

Commission will consider updating the Solano LAFCO Personnel and Salary Resolution to adopt base salary adjustments for non-contract employees for regional competitiveness and for a 5% increase for the Executive Officer. Commission will also consider approving an amendment to the Employment Contract for the Executive Officer to increase compensation and the annual vacation accrual. Commission will also consider amending the Personnel Policies regarding vacation benefits for the Executive Officer.

- D. **Fiscal Year 2024-2025 Final Budget and Workplan** – Commission will consider adopting the final budget and workplan for Fiscal Year 2024-2025, including base salary adjustments and an updated fee schedule.
- E. **LAFCO Fee Schedule Amendment for Municipal Service Review Projects and Staff Charge Out** – Commission will consider adopting a new project type and associated fee on the Fee Schedule specific to requests from agencies for an update to their Municipal Service Review (MSR) outside of the adopted In-House Municipal Service Review Schedule and Sphere of Influence Update Schedule. The proposed fee has 2 options: Contract with staff for time/materials to conduct MSR and SOI; or contract with staff for staff’s peer review and edit of a 3rd party’s draft MSR.

CEQA: This is a report with no land use or environmental impacts and therefore is not a project under PRC Section 21060.5.

10. BUSINESS ITEMS

None.

11. EXECUTIVE OFFICER UPDATES

The Executive Officer will briefly provide Commission status updates on major ongoing tasks and inform Commission of any known upcoming projects.

12. ADJOURNMENT

Materials related to an item on this agenda are available for public inspection at the LAFCO office at 675 Texas St. Ste. 6700 Fairfield, CA during normal business hours and on LAFCO's website at www.solanolafco.com. **Please note: LAFCO meetings are recorded and posted on the Commission's website.**

Any person who has contributed \$250 or more to a Commissioner or Alternate is obligated to disclose the contribution to the Commissioner or Alternate or to LAFCO staff.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the LAFCO staff at (707) 439-3898 by email to clove@solanolafco.com. Requests must be made as early as possible and at least two business days before the start of the meeting.

Non-confidential materials related to an item on this agenda submitted to the Commission after distribution of the agenda packet will be e-mailed to you upon request. You may request materials by emailing clove@solanolafco.com.



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675 Texas Street
Fairfield, CA 94533

April 8, 2024 10:00 A.M.

MINUTES

1. CALL TO ORDER AND SALUTE TO THE FLAG

10:01 am

2. ROLL CALL

Present:

Commissioners: Ron Kott, John Vasquez, Steven Bird, Mitch Mashburn
Alternate Commissioners: Wanda Williams, Alma Hernandez

Staff:

Rich Seithel, Executive Officer; Christina Love, Deputy Executive Officer; Aaron Norman, Analyst II; Tova Guevara, Administrative Clerk; Tyra Hays, Project Specialist; Mala Subramanian, Legal Counsel

3. REORGANIZATION OF THE COMMISSION

A. Interviews were randomly drawn by Chair, Ron Kott. The order was:

1. Carl Hackenen
2. Roger Merrill
3. Jack Batchelor
4. Jeanne Scherer

B. After interviews were conducted, the Chair opened the discussion for public comment. Seeing none, Commissioners then deliberated their choices before the candidates were brought back into the room for nominations. Com. Bird nominated Jack Batchelor, while Com. Vasquez seconded this. There were no further nominations, therefore the board moved to approve Jack Batchelor as the new Alternate Public Member, effective immediately.

C. Staff administered the Oath of Office to Jack Batchelor and welcomed him to his chair on the board. Chair Kott explained that since Public Member, Nancy Shopay, was not in

Commissioners

Ron Kott, Chair • John Vasquez, Vice-Chair • Nancy Shopay • Mitch Mashburn • Steve Bird

Alternate Commissioners

Alma Hernandez • Wanda Williams • Jack Batchelor

Staff

Rich Seithel, Executive Officer • Christina Love, Deputy Executive Officer • Aaron Norman, Analyst II • Tova Guevara, Office Administrator/Clerk • Tyra Hays, Project Specialist • Mala Subramanian, Lead Legal Counsel

attendance, Alternate Com. Batchelor would have voting privileges for the remainder of the meeting.

4. CHANGES AND APPROVAL OF THE AGENDA

There were two changes to the agenda – The first was a letter, received on April 5th, 2024 from Lewis Planned Communities, regarding Business Items 8.A and 8.B on the agenda. Staff recommended the Commissioners take these letters as correspondence to both agenda items. The second change to the agenda was on Consent item 6.C, Legislative Letter of Support, the letters were written on behalf of both Chair Kott and the Executive Officer. Staff recommended that the report state either the Chair or Executive Officer to sign the letters.

There were no public comments. Com. Vasquez moved to approve the changes to the agenda. Com. Bird seconded. Chair Kott confirmed that he would sign the Legislative Letters of Support after the meeting.

AYES: Kott, Vasquez, Mashburn, Bird, Batchelor
 NOES: None
 ABSENT: Shopay
 ABSTAIN: None

5. PUBLIC COMMENT – ITEMS NOT ON AGENDA

None.

6. CONSENT ITEMS

There were no public comments. Vice Chair Vasquez moved to approve. Com. Mashburn seconded.

AYES: Kott, Vasquez, Mashburn, Bird, Batchelor
 NOES: None
 ABSENT: Shopay
 ABSTAIN: None

7. PUBLIC HEARING

None.

8. BUSINESS ITEMS

A. Introduction of Proposed Fee for Municipal Service Review Project Applications –

Staff presented an introduction to proposed fees for MSR Projects. This was solely an introduction, for Commissioners to ask questions and discuss this topic before staff brings it to the June meeting for adoption. Chair Kott inquired about the determination process for creating the Workplan schedule, and if changes are flexible. Staff explained the factors considered to create the Workplan, including the General Plan updates, the last MSR/SOI dates for cities and special districts, and progress toward regional review. Com. Hernandez asked about fees for both time and materials. Staff explained that they are working towards that and clarifying more of the unfunded responsibilities. There were no public comments and no actions needed.

B. Proposed Budget & Workplan Fiscal Year 2024/2025 – Staff presented the proposed Budget and Workplan for the upcoming Fiscal Year 2024/25. Com. Williams asked why Suisun City’s Billing percentage was much higher than the rest of the cities. Staff explained that the amount is based on the proportional shares, and how it is calculated as reported by the state controller. Com. Hernandez inquired about the Workplan, and why Benicia was not listed. The staff explained that Benicia should be in the queue coming up.

There were no public comments, Alternate Com. Batchelor moved to approve. Com. Mashburn seconded.

AYES:	Kott, Vasquez, Mashburn, Bird, Batchelor
NOES:	None
ABSENT:	Shopay
ABSTAIN:	None

9. EXECUTIVE OFFICER UPDATES

Updates addressed in the presentation were as follows:

- Cordelia-Fairfield Fire Long-Term Contract: Staff has provided City of Fairfield and Cordelia with a Certificate of Filing, stating that the application is considered Complete. This contract will be on LAFCO’s next meeting, scheduled June 10th, for presentation and approval.
- Fire Districts: The Tri-Party MOU has been signed by Montezuma, Suisun, and Vacaville Fire Protection Districts. This affirms these districts’ commitment to collaborate with each other, LAFCO, and the County. This will also allow more time for all parties involved to collaborate on the reorganization study. There is a meeting this week to discuss the reorganization and a seasonal program.
- CALAFCO Conference: This will be held at the Tenaya Lodge in Yosemite, from October 16th-18th, 2024. The Executive Officer plans on participating and invites the Commissioners as well.
- Office Relocation/Remodel: The anticipated beginning of construction for the remodel on the 6th floor of the County building will be in early November, depending on the work progress of the lobby. Estimated completion will be the end of January/February 2025. Com. Vasquez commented that he would like to see this project done sooner and that he will be commenting on this at his next budget meeting.

10. CLOSED SESSION

None.

11. REPORT OF CLOSED SESSION

None.

12. ADJOURNMENT

12:11 pm.

Ron Kott, Chair
Presiding Officer Solano Local Agency
Formation Commission

ATTEST:

Tova Guevara, Solano LAFCO Clerk

Agenda Item 6.B - Financials April 2024 - May 2024

** Solano County** 05/31/24 [M O N T H L Y S T A T U S] 92% of Fiscal Year Page 1
 MON, JUN 03, 2024, 3:05 PM --req: TGUEVARA--leg: GL CP--loc: EXTERNAL--job:7462193 J996-----prog: GL569 <1.16>---report id: GLSMSR01

SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Budget	Adjustments	Mo Actual	YTD Actual	Encumbrance	Balance	Pct.
345	LAFCO							
0050	DUE FROM OTHER FUNDS	0.00	0.00	-163,711.54	24,885.96	0.00	-24,885.96	9999%
0001025	INTRAFUND CLEARING	0.00	0.00	-163,711.54	24,885.96	0.00	-24,885.96	9999%
1000	SALARIES AND EMPLOYEE BENEFITS							
0001110	SALARY/WAGES REGULAR	617,499.00	0.00	119,223.97	519,838.67	0.00	97,660.33	84%
0001210	RETIREMENT-EMPLOYER	70,749.00	0.00	14,360.56	60,537.70	0.00	10,211.30	86%
0001212	DEFERRED COMP-COUNTY MATC	650.00	0.00	125.00	505.00	0.00	145.00	78%
0001220	FICA-EMPLOYER	8,736.00	0.00	1,970.71	7,924.57	0.00	811.43	91%
0001230	HEALTH INS-EMPLOYER	84,287.00	0.00	12,502.16	68,115.83	0.00	16,171.17	81%
0001231	VISION CARE INSURANCE	750.00	0.00	117.92	532.92	0.00	217.08	71%
0001240	COMPENSATION INSURANCE	2,200.00	0.00	0.00	1,745.14	0.00	454.86	79%
0001241	LT DISABILITY INSURANCE E	5,004.00	0.00	361.80	1,558.75	0.00	3,445.25	31%
0001250	UNEMPLOYMENT INSURANCE	1,050.00	0.00	0.00	1,037.87	0.00	12.13	99%
0001260	DENTAL INS-EMPLOYER	5,816.00	0.00	217.53	3,892.53	0.00	1,923.47	67%
0001270	ACCRUED LEAVE CTO PAYOFF	28,492.00	0.00	13,644.55	16,117.45	0.00	12,374.55	57%
0001290	LIFE INSURANCE-EMPLOYER	5,088.00	0.00	548.20	2,197.77	0.00	2,890.23	43%
1000	SALARIES AND EMPLOYEE BEN	830,321.00	0.00	163,072.40	684,004.20	0.00	146,316.80	82%
2000	SERVICES AND SUPPLIES							
0002021	COMMUNICATION-TELEPHONE S	11,904.00	0.00	241.88	720.90	0.00	11,183.10	6%
0002026	CELL PHONE ALLOWANCE	2,100.00	0.00	300.00	1,612.50	0.00	487.50	77%
0002028	TELEPHONE SERVICES	12,180.00	0.00	842.76	5,054.05	0.00	7,125.95	41%
0002051	LIABILITY INSURANCE	9,089.00	0.00	0.00	8,316.79	0.00	772.21	92%
0002140	MAINTENANCE-BLDGS & IMPRO	500.00	0.00	0.00	0.00	0.00	500.00	
0002170	MEMBERSHIPS	11,498.00	0.00	0.00	9,822.00	0.00	1,676.00	85%
0002180	BOOKS & SUBSCRIPTIONS	568.00	0.00	12.00	605.40	0.00	-37.40	107%
0002200	OFFICE EXPENSE	12,000.00	0.00	439.29	2,659.96	0.00	9,340.04	22%
0002201	EQUIPMENT UNDER \$1,500	15,600.00	0.00	0.00	2,273.01	0.00	13,326.99	15%
0002202	CONT ASSETS COMPUTER RELA	4,500.00	0.00	0.00	0.00	0.00	4,500.00	

** Solano County** 05/31/24 [M O N T H L Y S T A T U S] 92% of Fiscal Year Page 2
 MON, JUN 03, 2024, 3:05 PM --req: TGVVARA--leg: GL CP--loc: EXTERNAL--job:7462193 J996-----prog: GL569 <1.16>---report id: GLSMSR01

SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Object Description	Budget	Adjustments	Mo Actual	YTD Actual	Encumbrance	Balance	Pct.
345	LAFCO	=====							
		0002204 COMPUTER RELATED ITEMS:<\$	1,600.00	0.00	0.00	965.01	0.00	634.99	60%
		0002205 POSTAGE	700.00	0.00	0.00	109.98	0.00	590.02	16%
		0002235 ACCOUNTING & FINANCIAL SE	15,000.00	0.00	0.00	17,783.48	0.00	-2,783.48	119%
		0002239 LEGAL SERVICE	30,200.00	0.00	5,091.24	11,422.83	0.00	18,777.17	38%
		0002245 CONTRACTED SERVICES	130,000.00	0.00	0.00	57,057.20	0.00	72,942.80	44%
		0002250 OTHER PROFESSIONAL SERVIC	16,000.00	0.00	735.92	22,415.61	0.00	-6,415.61	140%
		0002266 CENTRAL DATA PROCESSING S	41,157.00	0.00	2,206.00	37,451.68	0.00	3,705.32	91%
		0002271 SOFTWARE SUBSCRIPTION/SBI	2,700.00	0.00	1,992.50	4,008.49	0.00	-1,308.49	148%
		0002280 PUBLICATIONS AND LEGAL NO	1,000.00	0.00	195.69	729.88	0.00	270.12	73%
		0002285 LEASE EXPENSE-COPIERS/MFD	7,000.00	0.00	1,814.18	9,192.77	0.00	-2,192.77	131%
		0002295 LEASE EXPENSE - BUILDINGS	28,000.00	0.00	0.00	6,598.76	0.00	21,401.24	24%
		0002310 EDUCATION & TRAINING	8,000.00	0.00	0.00	4,606.70	0.00	3,393.30	58%
		0002335 TRAVEL EXPENSE	19,900.00	0.00	1,575.00	5,155.81	0.00	14,744.19	26%
		0002339 MANAGEMENT BUSINESS EXPEN	2,000.00	0.00	87.05	1,606.82	0.00	393.18	80%
		0002354 CAR ALLOWANCE	7,800.00	0.00	1,500.00	7,050.00	0.00	750.00	90%
		0002355 PERSONAL MILEAGE	2,000.00	0.00	0.00	0.00	0.00	2,000.00	
2000	SERVICES AND SUPPLIES		392,996.00	0.00	17,033.51	217,219.63	0.00	175,776.37	55%
3000	OTHER CHARGES								
0003235	LEASE EXPENSE - LT LEASE-		0.00	0.00	238.27	3,290.31	0.00	-3,290.31	9999%
3000	OTHER CHARGES		0.00	0.00	238.27	3,290.31	0.00	-3,290.31	9999%
9200	LICENSES, PERMITS & FRANCHISE								
0009229	LICENSES & PERMITS-OTHER		50,000.00	0.00	0.00	53,000.00	0.00	-3,000.00	106%
9200	LICENSES, PERMITS & FRANCI		50,000.00	0.00	0.00	53,000.00	0.00	-3,000.00	106%
9400	REVENUE FROM USE OF MONEY/PROP								
0009401	INTEREST INCOME		5,000.00	0.00	16,632.64	49,997.13	0.00	-44,997.13	1000%
9400	REVENUE FROM USE OF MONEY		5,000.00	0.00	16,632.64	49,997.13	0.00	-44,997.13	1000%

** Solano County** 05/31/24 [M O N T H L Y S T A T U S] 92% of Fiscal Year Page 3
 MON, JUN 03, 2024, 3:05 PM --req: TGVVARA--leg: GL CP--loc: EXTERNAL--job: 7462193 J996-----prog: GL569 <1.16>---report id: GLSMSR01
 SORT ORDER: SECTION within BUREAU within DIVISION within DEPTWMT within SUBOBJ within CATEGORY within FUND

SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Object Description	Budget	Adjustments	Mo Actual	YTD Actual	Encumbrance	Balance	Pct.
345	LAFCO								
9500	INTERGOVERNMENTAL REVENUES								
0009511	OTHER GOVERNMENTAL AGENCI		895,788.00	0.00	0.00	895,788.00	0.00	0.00	100%
9500	INTERGOVERNMENTAL REVENUE		895,788.00	0.00	0.00	895,788.00	0.00	0.00	100%
	Total Revenue		950,788.00	0.00	16,632.64	998,785.13	0.00	-47,997.13	105%
	Total Expense		1,223,317.00	0.00	180,344.18	904,514.14	0.00	318,802.86	74%
					-163,711.54	94,270.99			

Agenda Item 6.B - Financials April 2024 - May 2024

** Solano County** 05/31/24 [M O N T H L Y D E T A I L] 92% of Fiscal Year Page 1
 MON, JUN 03, 2024, 3:05 PM --req: TGVVARA--leg: GL CP--loc: EXTERNAL--job: 7462194 J997-----prog: GL571 <1.13>---report id: GLMDET01

SORT ORDER: SUBOBJ within CATEGORY within KEY within DEPTMNT within FUND

SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Dept.	Ref.	Date	AutoID	Job	Dept. Description	Budget	Adjustments	Key	Key Description	Actual	Encumbrance	Balance	Pct.
0050	DUE FROM OTHER FUNDS	3450	LAFCO					0.00	0.00	3450	LAFCO			-188,597.50	9999%
0001025	INTRAFUND CLEARING							0.00	0.00			188,597.50	0.00	-188,597.50	9999%
												16,884.81			
												-252.17			
												646.47			
												-31,258.64			
												-17.96			
												-2,542.50			
												-298.11			
												-907.09			
												-100.00			
												-44,909.39			
												-241.88			
												-31,010.01			
												-180.71			
												-1,989.49			
												-237.77			
												-17.96			
												-238.27			
												-907.09			
												-5,091.24			
												-31,009.96			
												-119.31			
												-2,206.00			
												-195.69			
												-180.71			
												-27,330.87			
0001025	INTRAFUND CLEARING							0.00	0.00			24,885.96	0.00	-24,885.96	9999%
0050	DUE FROM OTHER FUNDS							0.00	0.00			24,885.96	0.00	-24,885.96	9999%
1000	SALARIES AND EMPLOYEE BENEFITS														
0001110	SALARY/WAGES REGULAR							617,499.00	0.00			400,614.70	0.00	216,884.30	65%
	PeopleSoft Payroll Postin			04/05/24			PSDATA - JE					24,051.45			
	PeopleSoft Payroll Postin			04/19/24			PSDATA - JE					23,793.13			
	PeopleSoft Payroll Postin			05/03/24			PSDATA - JE					23,793.14			
	PeopleSoft Payroll Postin			05/17/24			PSDATA - JE					23,793.12			
	PeopleSoft Payroll Postin			05/31/24			PSDATA - JE					23,793.13			

Agenda Item 6.B - Financials April 2024 - May 2024

** Solano County** 05/31/24 [M O N T H L Y D E T A I L] 92% of Fiscal Year Page 2
 MON, JUN 03, 2024, 3:05 PM --req: TGUEVARA--leg: GL CP--loc: EXTERNAL--job:7462194 J997-----prog: GL571 <1.13>---report id: GLMDET01

SORT ORDER: SUBOBJ within CATEGORY within KEY within DEPTMNT within FUND

SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Dept.	Department Description	Key	Key Description	Actual	Encumbrance	Balance	Pct.
345	LAFCO	3450	LAFCO	3450	LAFCO				
Object	Description	Date	Ref.	Budget	Adjustments	Actual	Encumbrance	Balance	Pct.
0001110	SALARY/WAGES REGULAR			617,499.00	0.00	519,838.67	0.00	97,660.33	84%
0001210	RETIREMENT-EMPLOYER			70,749.00	0.00	46,177.14	0.00	24,571.86	65%
	PeopleSoft Payroll Postin	04/05/24	PSDATA - JE			2,906.98			
	PeopleSoft Payroll Postin	04/19/24	PSDATA - JE			2,863.40			
	PeopleSoft Payroll Postin	05/03/24	PSDATA - JE			2,863.40			
	PeopleSoft Payroll Postin	05/17/24	PSDATA - JE			2,863.39			
	PeopleSoft Payroll Postin	05/31/24	PSDATA - JE			2,863.39			
0001210	RETIREMENT-EMPLOYER			70,749.00	0.00	60,537.70	0.00	10,211.30	86%
0001212	DEFERRED COMP-COUNTY MATCH			650.00	0.00	380.00	0.00	270.00	58%
	PeopleSoft Payroll Postin	04/05/24	PSDATA - JE			25.00			
	PeopleSoft Payroll Postin	04/19/24	PSDATA - JE			25.00			
	PeopleSoft Payroll Postin	05/03/24	PSDATA - JE			25.00			
	PeopleSoft Payroll Postin	05/17/24	PSDATA - JE			25.00			
	PeopleSoft Payroll Postin	05/31/24	PSDATA - JE			25.00			
0001212	DEFERRED COMP-COUNTY MATCH			650.00	0.00	505.00	0.00	145.00	78%
0001220	FICA-EMPLOYER			8,736.00	0.00	5,953.86	0.00	2,782.14	68%
	PeopleSoft Payroll Postin	04/05/24	PSDATA - JE			358.68			
	PeopleSoft Payroll Postin	04/19/24	PSDATA - JE			552.80			
	PeopleSoft Payroll Postin	05/03/24	PSDATA - JE			354.95			
	PeopleSoft Payroll Postin	05/17/24	PSDATA - JE			354.93			
	PeopleSoft Payroll Postin	05/31/24	PSDATA - JE			349.35			
0001220	FICA-EMPLOYER			8,736.00	0.00	7,924.57	0.00	811.43	91%
0001230	HEALTH INS-EMPLOYER			84,287.00	0.00	55,613.67	0.00	28,673.33	66%
	PeopleSoft Payroll Postin	04/05/24	PSDATA - JE			3,125.54			
	PeopleSoft Payroll Postin	04/19/24	PSDATA - JE			3,125.54			
	PeopleSoft Payroll Postin	05/03/24	PSDATA - JE			3,125.54			
	PeopleSoft Payroll Postin	05/17/24	PSDATA - JE			3,125.54			

Agenda Item 6.B - Financials April 2024 - May 2024

** Solano County** 05/31/24 [M O N T H L Y D E T A I L] 92% of Fiscal Year Page 3
 MON, JUN 03, 2024, 3:05 PM --req: TGUEVARA--leg: GL CP--loc: EXTERNAL--job:7462194 J997-----prog: GL571 <1.13>---report id: GLMDET01

SORT ORDER: SUBOBJ within CATEGORY within KEY within DEPTWNT within FUND

SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Dept.	Department Description	Key	Key Description	Actual	Encumbrance	Balance	Pct.
345	LAFCO	3450	LAFCO	3450	LAFCO				
0001230	HEALTH INS-EMPLOYER		84,287.00	0.00	68,115.83	0.00	16,171.17	81%	
0001231	VISION CARE INSURANCE		750.00	0.00	415.00	0.00	335.00	55%	
	PeopleSoft Payroll Postin 04/05/24 PSDATA - JE				29.48				
	PeopleSoft Payroll Postin 04/19/24 PSDATA - JE				29.48				
	PeopleSoft Payroll Postin 05/03/24 PSDATA - JE				29.48				
	PeopleSoft Payroll Postin 05/17/24 PSDATA - JE				29.48				
0001231	VISION CARE INSURANCE		750.00	0.00	532.92	0.00	217.08	71%	
0001240	COMPENSATION INSURANCE		2,200.00	0.00	1,745.14	0.00	454.86	79%	
0001240	COMPENSATION INSURANCE		2,200.00	0.00	1,745.14	0.00	454.86	79%	
0001241	LT DISABILITY INSURANCE ER		5,004.00	0.00	1,196.95	0.00	3,807.05	24%	
	PeopleSoft Payroll Postin 04/05/24 PSDATA - JE				70.23				
	PeopleSoft Payroll Postin 04/19/24 PSDATA - JE				110.67				
	PeopleSoft Payroll Postin 05/03/24 PSDATA - JE				90.45				
	PeopleSoft Payroll Postin 05/17/24 PSDATA - JE				90.45				
0001241	LT DISABILITY INSURANCE ER		5,004.00	0.00	1,558.75	0.00	3,445.25	31%	
0001250	UNEMPLOYMENT INSURANCE		1,050.00	0.00	1,037.87	0.00	12.13	99%	
0001250	UNEMPLOYMENT INSURANCE		1,050.00	0.00	1,037.87	0.00	12.13	99%	
0001260	DENTAL INS-EMPLOYER		5,816.00	0.00	3,675.00	0.00	2,141.00	63%	
	Dental Program Dividend 04/03/24 24006686 - JE				-646.47				
	PeopleSoft Payroll Postin 04/05/24 PSDATA - JE				216.00				
	PeopleSoft Payroll Postin 04/19/24 PSDATA - JE				216.00				
	PeopleSoft Payroll Postin 05/03/24 PSDATA - JE				216.00				
	PeopleSoft Payroll Postin 05/17/24 PSDATA - JE				216.00				
0001260	DENTAL INS-EMPLOYER		5,816.00	0.00	3,892.53	0.00	1,923.47	67%	
0001270	ACCRUED LEAVE CTO PAYOFF		28,492.00	0.00	2,472.90	0.00	26,019.10	9%	
	PeopleSoft Payroll Postin 04/19/24 PSDATA - JE				13,644.55				

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SORT ORDER: SUBOBJ within CATEGORY within KEY within DEPTMNT within FUND

SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Dept.	Key	Key Description	Actual	Encumbrance	Balance	Pct.
345	LAFCO	3450	LAFCO	3450	LAFCO			
0001270	ACCRUED LEAVE CTO PAYOFF		0.00	0.00	16,117.45	0.00	12,374.55	57%
0001290	LIFE INSURANCE-EMPLOYER		5,088.00	0.00	1,649.57	0.00	3,438.43	32%
	PeopleSoft Payroll Postin 04/05/24 PSDATA - JE				100.28			
	PeopleSoft Payroll Postin 04/19/24 PSDATA - JE				173.82			
	PeopleSoft Payroll Postin 05/03/24 PSDATA - JE				137.05			
	PeopleSoft Payroll Postin 05/17/24 PSDATA - JE				137.05			
0001290	LIFE INSURANCE-EMPLOYER		5,088.00	0.00	2,197.77	0.00	2,890.23	43%
1000	SALARIES AND EMPLOYEE BENEFITS		830,321.00	0.00	684,004.20	0.00	146,316.80	82%
2000	SERVICES AND SUPPLIES							
0002021	COMMUNICATION-TELEPHONE SYSTEM		11,904.00	0.00	479.02	0.00	11,424.98	4%
	01/24-03/24 LAFCO COMM CH 04/23/24 24007279 - JE				241.88			
0002021	COMMUNICATION-TELEPHONE SYSTEM		11,904.00	0.00	720.90	0.00	11,183.10	6%
0002026	CELL PHONE ALLOWANCE		2,100.00	0.00	1,312.50	0.00	787.50	63%
	PeopleSoft Payroll Postin 04/05/24 PSDATA - JE				75.00			
	PeopleSoft Payroll Postin 04/19/24 PSDATA - JE				75.00			
	PeopleSoft Payroll Postin 05/03/24 PSDATA - JE				75.00			
	PeopleSoft Payroll Postin 05/17/24 PSDATA - JE				75.00			
0002026	CELL PHONE ALLOWANCE		2,100.00	0.00	1,612.50	0.00	487.50	77%
0002028	TELEPHONE SERVICES		12,180.00	0.00	4,211.29	0.00	7,968.71	35%
	COMCAST A: 974731984 4/1/ 04/11/24 849846 - OH				243.57			
	COMCAST A:8155 30 030 191 05/03/24 851039 - OH				180.71			
	COMCAST ACCT:974731984 5 05/08/24 851158 - OH				237.77			
	COMCAST A:8155 30 030 191 05/30/24 852188 - OH				180.71			
0002028	TELEPHONE SERVICES		12,180.00	0.00	5,054.05	0.00	7,125.95	41%

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 SORT ORDER: SUBOBJ within CATEGORY within KEY within DEPTMNT within FUND
 SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Dept.	Ref.	Date	Budget	Adjustments	Actual	Encumbrance	Balance	Pct.
345	LAFCO	3450	LAFCO		9,089.00	0.00	8,316.79	0.00	772.21	92%
0002051	LIABILITY INSURANCE				9,089.00	0.00	8,316.79	0.00	772.21	92%
0002051	LIABILITY INSURANCE				9,089.00	0.00	8,316.79	0.00	772.21	92%
0002140	MAINTENANCE-BLDGS & IMPROVE				500.00	0.00	0.00	0.00	500.00	
0002140	MAINTENANCE-BLDGS & IMPROVE				500.00	0.00	0.00	0.00	500.00	
0002170	MEMBERSHIPS				11,498.00	0.00	9,822.00	0.00	1,676.00	85%
0002170	MEMBERSHIPS				11,498.00	0.00	9,822.00	0.00	1,676.00	85%
0002180	BOOKS & SUBSCRIPTIONS				568.00	0.00	593.40	0.00	-25.40	104%
	US BANK A:4246 0445 5569 04/11/24 849845 - OH						12.00			
0002180	BOOKS & SUBSCRIPTIONS				568.00	0.00	605.40	0.00	-37.40	107%
0002200	OFFICE EXPENSE				12,000.00	0.00	2,220.67	0.00	9,779.33	19%
	ODP BUSINESS SO ACCT:8958 04/11/24 849847 - OH						21.87			
	UBEO BUSINESS S AC SL18 04/12/24 4472285 - OH						59.84			
	UBEO BUSINESS S AC SL18 5 05/10/24 4501250 - OH						238.27			
	ODP BUSINESS SO ACCT 8958 05/24/24 851840 - OH						2.88			
	ODP BUSINESS SO ACCT 8958 05/24/24 851840 - OH						92.60			
	ODP BUSINESS SO ACCT 8958 05/24/24 851840 - OH						23.83			
0002200	OFFICE EXPENSE				12,000.00	0.00	2,659.96	0.00	9,340.04	22%
0002201	EQUIPMENT UNDER \$1,500				15,600.00	0.00	2,273.01	0.00	13,326.99	15%
0002201	EQUIPMENT UNDER \$1,500				15,600.00	0.00	2,273.01	0.00	13,326.99	15%
0002202	CONT ASSETS COMPUTER RELATED				4,500.00	0.00	0.00	0.00	4,500.00	
0002202	CONT ASSETS COMPUTER RELATED				4,500.00	0.00	0.00	0.00	4,500.00	
0002204	COMPUTER RELATED ITEMS: <\$500				1,600.00	0.00	965.01	0.00	634.99	60%

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SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Dept.	Ref.	Budget	Adjustments	Key	Key Description	Actual	Encumbrance	Balance	Pct.
345	LAFCO	3450	LAFCO	1,600.00	0.00	3450	LAFCO	965.01	0.00	634.99	60%
0002204	COMPUTER RELATED ITEMS:<\$500										
0002205	POSTAGE			700.00	0.00			109.98	0.00	590.02	16%
0002205	POSTAGE			700.00	0.00			109.98	0.00	590.02	16%
0002235	ACCOUNTING & FINANCIAL SERVICE			15,000.00	0.00			17,783.48	0.00	-2,783.48	119%
0002235	ACCOUNTING & FINANCIAL SERVICE			15,000.00	0.00			17,783.48	0.00	-2,783.48	119%
0002239	LEGAL SERVICE			30,200.00	0.00			6,331.59	0.00	23,868.41	21%
	BEST BEST & KRI LEG SVCS	05/15/24	851396 - OH					168.94			
	BEST BEST & KRI LEG SVCS	05/15/24	851396 - OH					1,922.00			
	BEST BEST & KRI LEG SVCS	05/15/24	851396 - OH					1,426.00			
	BEST BEST & KRI LEG SVCS	05/15/24	851396 - OH					32.30			
	BEST BEST & KRI LEG SVCS	05/15/24	851396 - OH					71.00			
	BEST BEST & KRI LEG SVCS	05/15/24	851396 - OH					1,471.00			
0002239	LEGAL SERVICE			30,200.00	0.00			11,422.83	0.00	18,777.17	38%
0002245	CONTRACTED SERVICES			130,000.00	0.00			57,057.20	0.00	72,942.80	44%
0002245	CONTRACTED SERVICES			130,000.00	0.00			57,057.20	0.00	72,942.80	44%
0002250	OTHER PROFESSIONAL SERVICES			16,000.00	0.00			21,679.69	0.00	-5,679.69	135%
	CALPERS APR-24	04/09/24	24006896 - JE					17.96			
	STEVEN BIRD STIPEND LAFCO	04/11/24	849849 - OH					100.00			
	ALMA HERNANDEZ STIPEND LA	04/11/24	849850 - OH					100.00			
	RONALD A KOTT STIPEND LAF	04/11/24	849851 - OH					100.00			
	MITCHELL H MASH STIPEND L	04/11/24	849852 - OH					100.00			
	JOHN M VASQUEZ STIPEND LA	04/11/24	849853 - OH					100.00			
	WANDA WILLIAMS STIPEND LA	04/11/24	849854 - OH					100.00			
	JACK BATCHELOR STIPEND AP	04/17/24	850137 - OH					100.00			
	CALPERS MAY-24	05/08/24	24007766 - JE					17.96			
0002250	OTHER PROFESSIONAL SERVICES			16,000.00	0.00			22,415.61	0.00	-6,415.61	140%

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SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Dept.	Date	Ref.	Budget	Adjustments	Actual	Encumbrance	Balance	Pct.
345	LAFCO	3450	LAFCO		41,157.00	0.00	35,245.68	0.00	5,911.32	86%
0002266	CENTRAL DATA PROCESSING SVCE				41,157.00	0.00	35,245.68	0.00	5,911.32	86%
	CDP FY 23-24 (April)		05/29/24	24008077 - JE			2,206.00			
0002266	CENTRAL DATA PROCESSING SVCE				41,157.00	0.00	37,451.68	0.00	3,705.32	91%
0002271	SOFTWARE SUBSCRIPTION/SBITA ST				2,700.00	0.00	2,015.99	0.00	684.01	75%
	US BANK A:4246 0445 5569 04/11/24 849845 - OH						1,634.40			
	US BANK A:4246 0445 5569 05/07/24 851134 - OH						358.10			
0002271	SOFTWARE SUBSCRIPTION/SBITA ST				2,700.00	0.00	4,008.49	0.00	-1,308.49	148%
0002280	PUBLICATIONS AND LEGAL NOTICES				1,000.00	0.00	534.19	0.00	465.81	53%
	DAILY REPUBLIC A: 0000268 05/30/24 300136421 - OH						93.00			
	DAILY REPUBLIC A: 0000268 05/30/24 300136424 - OH						102.69			
0002280	PUBLICATIONS AND LEGAL NOTICES				1,000.00	0.00	729.88	0.00	270.12	73%
0002285	LEASE EXPENSE-COPIERS/MFD'S ST				7,000.00	0.00	7,378.59	0.00	-378.59	105%
	UBEO WEST LLC AGREE:020-1 04/15/24 849953 - OH						907.09			
	UBEO WEST LLC AGREE:020-1 05/10/24 851306 - OH						907.09			
0002285	LEASE EXPENSE-COPIERS/MFD'S ST				7,000.00	0.00	9,192.77	0.00	-2,192.77	131%
0002295	LEASE EXPENSE - BUILDINGS ST				28,000.00	0.00	6,598.76	0.00	21,401.24	24%
0002295	LEASE EXPENSE - BUILDINGS ST				28,000.00	0.00	6,598.76	0.00	21,401.24	24%
0002310	EDUCATION & TRAINING				8,000.00	0.00	4,606.70	0.00	3,393.30	58%
0002310	EDUCATION & TRAINING				8,000.00	0.00	4,606.70	0.00	3,393.30	58%
0002335	TRAVEL EXPENSE				19,900.00	0.00	3,580.81	0.00	16,319.19	18%
	US BANK A:4246 0445 5569 05/07/24 851134 - OH						1,575.00			

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 SORT ORDER: SUBOBJ within CATEGORY within KEY within DEPTMNT within FUND


SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Dept.	Ref.	Date	Department Description	Key	Key Description	Actual	Encumbrance	Balance	Pct.
345	LAFCO	3450	LAFCO			3450	LAFCO				
0002335	TRAVEL EXPENSE				19,900.00	0.00	5,155.81	0.00	14,744.19	26%	
0002339	MANAGEMENT BUSINESS EXPENSE				2,000.00	0.00	1,519.77	0.00	480.23	76%	
	US BANK A:4246 0445 5569	04/11/24	849845		30.66						
	US BANK A:4246 0445 5569	05/07/24	851134		56.39						
0002339	MANAGEMENT BUSINESS EXPENSE				2,000.00	0.00	1,606.82	0.00	393.18	80%	
0002354	CAR ALLOWANCE				7,800.00	0.00	5,550.00	0.00	2,250.00	71%	
	PeopleSoft Payroll Postin	04/05/24	PSDATA - JE		300.00						
	PeopleSoft Payroll Postin	04/19/24	PSDATA - JE		300.00						
	PeopleSoft Payroll Postin	05/03/24	PSDATA - JE		300.00						
	PeopleSoft Payroll Postin	05/17/24	PSDATA - JE		300.00						
	PeopleSoft Payroll Postin	05/31/24	PSDATA - JE		300.00						
0002354	CAR ALLOWANCE				7,800.00	0.00	7,050.00	0.00	750.00	90%	
0002355	PERSONAL MILEAGE				2,000.00	0.00	0.00	0.00	2,000.00		
0002355	PERSONAL MILEAGE				2,000.00	0.00	0.00	0.00	2,000.00		
2000	SERVICES AND SUPPLIES				392,996.00	0.00	217,219.63	0.00	175,776.37	55%	
3000	OTHER CHARGES										
0003235	LEASE EXPENSE - LT LEASE-CP,MF				0.00	0.00	3,052.04	0.00	-3,052.04	9999%	
	UBEO BUSINESS S AC SL18 C	04/12/24	4469855		238.27						
0003235	LEASE EXPENSE - LT LEASE-CP,MF				0.00	0.00	3,290.31	0.00	-3,290.31	9999%	
3000	OTHER CHARGES				0.00	0.00	3,290.31	0.00	-3,290.31	9999%	
9200	LICENSES, PERMITS & FRANCHISE										
0009229	LICENSES & PERMITS-OTHER				50,000.00	0.00	53,000.00	0.00	-3,000.00	106%	

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SELECT ACCOUNT KEY: 3450

Fund	Fund Description	Dept.	Date	Ref.	Budget	Adjustments	Actual	Encumbrance	Balance	Pct.
345	LAFCO	3450			LAFCO					
0009229	LICENSES & PERMITS-OTHER				50,000.00	0.00	53,000.00	0.00	-3,000.00	106%
9200	LICENSES, PERMITS & FRANCHISE				50,000.00	0.00	53,000.00	0.00	-3,000.00	106%
9400	REVENUE FROM USE OF MONEY/PROP									
0009401	INTEREST INCOME				5,000.00	0.00	33,364.49	0.00	-28,364.49	667%
	Jan - Mar 2024 Int Apprtn		04/01/24	24007515 - JE			16,884.81			
	2324 Q3 TreasFees INTAPP3		04/01/24	24007516 - JE			-252.17			
0009401	INTEREST INCOME				5,000.00	0.00	49,997.13	0.00	-44,997.13	1000%
9400	REVENUE FROM USE OF MONEY/PROP				5,000.00	0.00	49,997.13	0.00	-44,997.13	1000%
9500	INTERGOVERNMENTAL REVENUES									
0009511	OTHER GOVERNMENTAL AGENCIES				895,788.00	0.00	895,788.00	0.00	0.00	100%
0009511	OTHER GOVERNMENTAL AGENCIES				895,788.00	0.00	895,788.00	0.00	0.00	100%
9500	INTERGOVERNMENTAL REVENUES				895,788.00	0.00	895,788.00	0.00	0.00	100%
	Key Total - Revenue				950,788.00	0.00	998,785.13	0.00	-47,997.13	105%
	Key Total - Expense				1,223,317.00	0.00	904,514.14	0.00	318,802.86	74%
							94,270.99			
	Dept Total - Revenue				950,788.00	0.00	998,785.13	0.00	-47,997.13	105%
	Dept Total - Expense				1,223,317.00	0.00	904,514.14	0.00	318,802.86	74%
							94,270.99			
	Fund Total - Revenue				950,788.00	0.00	998,785.13	0.00	-47,997.13	105%
	Fund Total - Expense				1,223,317.00	0.00	904,514.14	0.00	318,802.86	74%
							94,270.99			



Solano Local Agency Formation Commission

675 Texas St. Ste. 6700 • Fairfield, California 94533
 (707) 439-3897 • FAX: (707) 438-1788

Staff Report

DATE: June 10, 2024

TO: Local Agency Formation Commission

FROM: Rich Seithel, Executive Officer

SUBJECT: **LAFCO Project No. 2023-20 City of Fairfield Fire Department Extension of Fire Protection Service to the Cordelia Fire Protection District.**

Recommendation:

CONSIDER and ADOPT the LAFCO Resolution approving the City of Fairfield Fire Department Contract for Extension of Fire Protection Service to the Cordelia Fire Protection District.

REVIEW and CONSIDER the Notice of Exemption (NOE) as the Responsible Agency pursuant to the California Environmental Quality Act (CEQA).

Executive Summary:

Due to Cordelia Fire Protection District’s (CFPD or “District”) staffing struggles and the resulting inability to serve the District, on October 17, 2022, LAFCO approved a short-term agreement between the City of Fairfield Fire Department (FFD or “City”) to extend the City’s fire/ems service area to include the CFPD service area. LAFCO approved this short-term emergency agreement with the clear direction that the two agencies return with a long-term solution consistent with Government Code Section (GC §) 56134. The City is now requesting the Commission’s consideration and approval of a long-term (eight year) Fire Service Extension Contract.

On February 20, 2024, the Fairfield City Council adopted Resolution No. 2024-41 at a duly noticed public hearing to approve the City Manager and the Fire Department to apply through LAFCO for a long-term service agreement with the CFPD.¹

The proposed cooperative fire protection agreement would result in the City providing fire services to the entire CFPD area for eight years with a potential extension of another eight years. The services include: 3-0 staffing, all-paramedic engines, dispatch, and access to all the resources of the City Fire Department.

The following table highlights the improvements:

¹ Attachment A: Contract/JEPA

Commissioners

Ron Kott, Chair • John Vasquez, Vice-Chair • Nancy Shopay • Mitch Mashburn • Steve Bird

Alternate Commissioners

Alma Hernandez • Wanda Williams • Jack Batchelor

Staff

Rich Seithel, Executive Officer • Christina Love, Deputy Executive Officer • Aaron Norman, Analyst II • Tova Guevara, Office Administrator/Clerk • Tyra Hays, Project Specialist • Mala Subramanian, Lead Legal Counsel

Agenda Item 9.A – LAFCO Proj. 2023-20 City of Fairfield/Cordelia Fire Contract

Table 1: Service Comparisons

Key Service Level Comparisons	Fairfield Fire Department	Cordelia Fire Protection District
Call Volume (2022)	16,051	625*
Staffed ALS Units	7	0
Paid Full-Time Paramedics	79	0
Labor Representation	1186	1186
Command Staff	Fire Chief Deputy Chief (2) Fire Marshal Admin. Div. Manager Battalion Chief (3)	Volunteer Chief
Deployment Model	5 Stations 24/7 staffing 7 Crews 3-0 staffing	1 Station 24/7 staffing** 1 Crew 2-0 or 3-0 staffing**
Crew Composition	(1) Fire Captain-Paramedic (1) Fire Engineer-Paramedic (1) Firefighter-Paramedic	(1) Captain or Engineer (1-2) Resident Volunteers
* It is important to note that 183 calls were Mutual Aid responses from FFD. Additional calls for FFD would be 442, a 2.67% increase. (625-183=442).		
** Dependent on staff availability		
***Station 36 construction estimated 2025		

Many vigorous discussions were had and financial pro formas prepared to confirm the ability of both agencies to satisfy the contract terms and GC § 56134. Utilizing all their assets (ad-valorem tax revenue, parcel tax revenue, selling apparatus and property), CFPD can meet the contract terms. The City’s position is that they will absorb the District’s roughly 1.5 calls per day with no additional staffing or equipment required. The contract terms reflect the average cost per run for the City, including the CFPD calls (noted in the Stone Independent Fiscal Analysis, pg. 12). With the addition of the District calls, the Independent Fiscal Analysis finds that the cost per run (also called calls) is approximately \$1,500.

This Service Extension Contract is subject to Government Code Section 56134’s many requirements. The City’s application included the required submittal materials prescribed by GC § 56134 and are discussed further in the analysis section of this staff report.

In conclusion, staff has determined that this proposal is consistent with State law and that the City has submitted all the required and necessary information to affirmatively recommend the adoption of the LAFCO resolution approving this Out of Agency Extension. The contract provides superior fire service to the residents and businesses in the District at rates the District

Agenda Item 9.A – LAFCO Proj. 2023-20 City of Fairfield/Cordelia Fire Contract

can afford. Following is an analysis in five sections: I. Statutory Requirements, II. Contract Terms, III. Plan for Services, IV. Fiscal Analysis, V. Labor, V. CEQA, and VII. Conclusion.

Analysis:

GC § 56134 outlines the rules and requirements for fire protection contracts in California. It clearly identifies that a public agency may provide new or extended services pursuant to a fire protection contract only if it first requests and receives written approval from the commission in the affected county.

I. Statutory Requirements – Government Code Section 56134

Section 56134, which applies to all local fire agencies, as well as CALFIRE, specifies what constitutes a fire protection contract and under what circumstances LAFCO may approve such a contract. It does not apply to mutual aid agreements, provision of year-round staffing at seasonal wildland stations, or pre-hospital emergency medical services. The law sets forth that an out-of-agency fire protection contract requires LAFCO review.

Requirement 1: *The law defines a fire protection contract as, “a Contract or agreement for the exercise of new or extended fire protection services outside a public agency’s jurisdictional boundaries that does either of the following: Transfers responsibility for providing services in more than 25 percent of the area within the jurisdictional boundaries, or: Changes the employment status of more than 25 percent of the employees of any public agency affected by the contract or agreement.”* Is this agreement a contract under GC § 56134?

Determination: The proposed agreement results in the transfer of 100% of the District’s service area to the City. The requirement is met. This is a contract requiring GC§ 56134.

Requirement 2: *A request by a public agency for commission approval of new or extended services provided pursuant to a fire protection contract shall be made by the adoption of a resolution of application adopted by the legislative body of the agency proposing to provide new or extended services.* Was the Resolution of Application adopted and submitted by the agency providing the extended services?

Determination: Yes. The City, on February 2024, at a noticed public hearing, adopted Resolution No. 2024-41 authorizing the City Manager and the Fire Department to apply through LAFCO for a long-term service agreement with the CFPD. (Attachment B)

Requirement 3: *An agency may not submit a resolution of application unless the agency submits a written agreement validated and executed by affected recognized employee organizations of the existing and proposed serviced providers consenting to the proposed fire protection contract or provides a written notice to each affected public agency and recognized employee organization at least 30 days prior to the hearing held by the submitting agency adopting the Resolution of Application.* Did the City comply with this requirement?

Determination: Yes (see Section V). On January 19, 2024, Fire Chief John Sturdee, City of Fairfield, mailed a notice to President Jon Miller, Solano Napa County Professional Firefighters IAFF, Local 1186, advising President Miller of the February 20, 2024 City of Fairfield public hearing to adopt the Resolution for Application.

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Requirement 4: *A resolution of application submitted pursuant to GC § 56134 shall be submitted with a plan for services, specifically addressing ten (10) factors. Was a Plan for Services submitted addressing the factors?*

Determination: Yes. The City of Fairfield’s Plan for Services is Attachment C.

Requirement 5: *An independent fiscal analysis shall be submitted with the application including a thorough review of the plan for services, how the costs of the existing service provider compare to the costs of services provided in service areas with similar populations and of similar geographic size that provide a similar level and range of services and make a reasonable determination of the costs expected to be borne by the public agency providing new or extended fire protection services and, any other information and analysis needed to support the findings required. Do the attached Independent Fiscal Analyses (Attachment D – “Stone” analysis, and Attachment E “Campo” update) address these three issues?*

Determination: Yes. When the two analyses are considered, all three items are addressed.

Requirement 6: *The commission shall not approve an application for approval of a fire protection contract unless the commission determines that the public agency will have sufficient revenues to carry out the exercise of the new or extended fire protection services outside its jurisdictional boundaries. Does the District have sufficient revenues?*

Determination: Yes. According to the updated fiscal analysis the District does with a caveat - if the disposition of their assets and fund balance are considered.

The elements of the application are the: signed contract, plan for services, fiscal analysis, and confirmation of communications with the applicable labor unions. Below is staff’s analysis of each element.

II. Contract Terms

The City and CFPD’s agreed to contract terms in late 2023. Highlights of the agreed terms include the following:

Table 2: Contract Terms

Category	Term
Contract Duration:	<ul style="list-style-type: none"> • Eight-year contract • Can be extended an additional 8 years • May be terminated by either party with 550 days written notice • Agreement is binding upon successors of the District or City
Scope of Services for Fire Prevention:	<ul style="list-style-type: none"> • Within the scope of the agreed upon fire code, review plans for all commercial/industrial buildings, single and multi-residential structures, fire and life safety protection systems • City shall maintain required data, records, and billing for prevention services and file annual reports to the administering authority

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Category	Term
Scope of Services for Fire Protection and 9-1-1 Emergency Calls for Service:	<ul style="list-style-type: none"> • City shall provide medical, fire, and incident emergency response services, including apparatus response and chief officer coverage within the District • City shall dispatch all fire and medical emergency response for the District • Maintain data, records and billing for call volume reporting related to Protection and Medical Services and submit quarterly reports to CFPD Board of Directors • CFPD Board to adopt the Fairfield Fire Department First Responder Fee Schedule
Administration Services:	<ul style="list-style-type: none"> • Cooperate with CFPD Board to provide all records and info needed for the District to perform ISO Audits • Managing auto aid agreements on behalf of the District • Issue burn permits to District residents • Triage business matters, resolve routine business matters, and bring significant matters to the attention of the District Board.

III. Plan for Services

A plan for services is an explanation of what services will be provided in a defined geographic area, the cost of those services to the agency and to residents, and can the agency reasonably and financially provide the services. In accordance with GC § 56134, the complete Plan for Services is Attachment C where the applicant addresses all ten mandatory items. Following is a summary table of the Plan for Services:

Table 3: Summary of Plan for Services

Item	Description	Answer
1.	Total estimated cost to provide the new or extended services	The City believes that the cost to extend services to the CFPD is minimal (est. \$25K) because they are not adding staffing, apparatus, or equipment and the call volume in CFPD averages 1.5 calls/day.
2.	Estimated cost of the services to customers in the affected territory	The District has agreed on a graduated “percentage of gross recurring revenue” financing model, ranging from 91%-95% over 8 years) based on CFPD property tax and Measure I special tax, which are existing revenue flows. (see Table #1 in Attachment A) With the exception of implementing a “First Responder Fee”, there are no additional costs to CFPD residents.

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Item	Description	Answer
3.	Identification of existing service providers, if any, of the services proposed to be provided and the potential fiscal impact to the customers of those existing providers	N/A. The existing service provider is the City of Fairfield Fire Department on a short-term agreement between the City and the Cordelia Fire Department. Given the public health and safety concerns, LAFCO approved the short-term agreement on October 17, 2022 under Government Code Section 56133.
4.	Plan for financing the exercise of the new or extended services	The extended fire services under the proposed contract will be funded by the District’s property tax, parcel tax, fund balance, and sale of assets. (see Attachment E for pro forma)
5.	Alternatives for the exercise of the new or extended fire protection services	Given that CFPD has no safety personnel and are unable to provide any response to their jurisdiction, CFPD is limited to three options to consider: , 1) ground up rebuild, 2) joining with neighboring Suisun or Vacaville Fire Protection District, or; 3) commit to a long-term contract with FFD. Fairfield’s service delivery is superior, offering 24/7 3-0 ALS staffing with soon to be two City stations located on the District border.
6.	An enumeration and description of the new or extended services	<p>The City agrees to provide full-service ALS fire protection services, fire prevention and medical emergency response services to the entire territory of the District. Full-time and full-service fire prevention services, along with internal apparatus, equipment, and fleet maintenance programs, administrative and support services will be provided. Additionally, FFD will provide fire, rescue, and first responder emergency medical services, including special operations capabilities.</p> <p>The District will also benefit from training and emergency management support provided by the FFD.</p>
7.	Level and range of new or extended fire protection services	The City agrees to provide full-service ALS fire protection services, fire prevention and medical emergency response services to the entire territory of the District. Full-time and full-service fire prevention services, along with internal apparatus, equipment, and fleet maintenance programs, administrative and support services will be provided.

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Item	Description	Answer
8.	An indication of when the new or extended fire protection services can feasibly be extended	The City of Fairfield has been providing CFPD response coverage since June of 2022 when it deployed its 7th company under the short-term agreement and is prepared to continue serving the District in accordance with an approved long-term agreement.
9.	An indication of any improvements or upgrades to structures, roads, sewer or water facilities or other conditions required	The City does not require any improvements or upgrades to existing CFPD infrastructure in order to meet the fire protection contract terms. Furthermore, the District is not transferring ownership of any assets or personnel to the City.
10.	Determination supported by documentation that the proposed contract meets either of the 25% thresholds	The agreement includes terms and a map reflecting the coverage of 100% of the service area within the CFPD jurisdictional boundaries. The map illustrating the agency boundaries can be found on page 9 of the Plan for Service.

IV. Independent Fiscal Analysis

A critical part of any GC § 56134 contract agreement is the independent fiscal analysis, which is the basis for LAFCO’s analysis and determination of whether an extension of services is feasible and sustainable. GC §56134 requires a submission of an independent fiscal analysis that reviews and documents the following:

- 1). A thorough review of the plan for services submitted by the public agency;
- 2). An analysis of how the costs of the existing service provider compare to the cost of services provided in service areas with similar populations and of similar geographic size;
- 3). Make a reasonable determination of the costs expected to be borne by the public agency providing the extended service, and;
- 4). Any other information and analysis needed.

The Stone Municipal Group, Greenwood, Indiana was hired to review the service plan, compare similar agencies' service delivery and budgets, and provide an analysis of costs and revenue sufficiency. The Stone Municipal Group Independent Fiscal Analysis report contains the following:

1. Plan for Services Review

In their report, Stone advises that not only did they review the service plan they also assisted the City of Fairfield Fire Department with the initial outline and creation of the service plan. During that process, Stone met with City fire leadership to validate service capabilities. In

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addition, LAFCO staff has reviewed the service plan and finds it thorough and defines the services being offered.

2. Similar Entities Comparison

Stone’s “similar entities” analysis chose three districts for comparison with Cordelia FPD: East Vallejo FPD, Dixon FPD, and Springlake FPD. All three districts contract with cities for service with long-term contracts.

- East Vallejo - City is compensated with all EVFPD revenues and income less a property tax administration fee and other minimal administration costs;
- Dixon – 92.5% of all property tax funds received by the District;
- The Springlake Fire Protection District, located in Yolo, has agreements with the City of Woodland Fire Department and the City of Davis Fire Department for the Cities to provide fire protection services throughout the District. LAFCO has determined that payment terms are a percentage of property taxes and assessments determined by a contract formula. (see Attachment G “Springlake Fire Protection District” contract)

These three districts are reasonably comparable because their budgets are under one million dollars, have similar populations, and have agreements with municipal fire departments.

Description	Comparable Entities				
	Cordelia	East Vallejo	Dixon	Springlake	
Service Provider	District	City of Vallejo	City of Dixon	City of Davis	City of Woodland
Service Provider - Paid stff per Unit	1	3	Engine 1 (3); Engine 2 (4)	3	3 (4 on truck)
Service Provider # of crews deployed	1	8	2	3	4
Service Provider - Paramedics per unit	1	1 or More	1 or 2	None	None
County	Solano	Solano	Solano	Yolo	
Category	Rural	Rural	Rural	Rural	
Square Miles	56	1.5	320	40	
Population	7,000	3,251	6,000	6,587	
Long-term contract	No	Yes	Yes	Yes	
State Responsibility Area	Yes	Yes	Yes	No	
Call Volume (2022)	625	440	826	60	194
Average Response Time	7:31	8:24	10:07	7:08	4:54
Total Adopted Budgets	\$920,615	\$725,054	\$967,800	\$555,335	

3. Reasonable Determination of Cost & Revenue Sufficiency

While the services being contracted are superior, there remain two important and fundamental questions:

1. Can the City afford to provide these services?
2. Can the District afford to pay for the services?

The answers to these questions prompted two Independent Fiscal Analyses: The Stone Municipal Group, May 31, 2023, Independent Fiscal Analysis, and the Ken Campo’s, January 18, 2024 Updated Fiscal Analysis.

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Campos' Updated Fiscal Analysis was necessitated due to LAFCO finding sections of the Stone Municipal Group's data insufficient due to concerns regarding inaccurate expense and revenue projections. However, together, the analyses adequately address GC § 56134's requirements.

Question 1: *Can the City afford to provide these services?*

The Stone analysis addressed the City costs to provide the services. Stone evaluated costs from a combined City and District per run perspective. LAFCO evaluated Stone's current and future expected costs per run (original data on pg. 12, Stone's report) and determined that the City is sufficiently recovering costs for expected additional runs in the District's service area -approximately \$1,500/run. It is important to note that additional runs do not include previous mutual aid agreement calls. This cost-per-call data was then used to assign an estimated annual cost to the CFPD contract, which formed the basis of the guaranteed minimum payments for Years 1-4 of the contract.

City Cost Per Incremental Runs vs. Contract Reimbursement Terms						
Description	FY 23 Est.	FY24	FY25	FY26	FY27	FY 28
Non-Administrative Fire Department Budget *	\$24,628,196	\$25,623,930	\$26,681,660	\$27,341,204	\$27,888,028	\$28,396,566
Incremental net new responses to City (assume 4% growth)**	442	460	478	497	517	538
Current City run volume (assume 4% growth rate)	16,051	16,693	17,361	18,055	18,777	19,528
Expected combined run load to City	16,051	17,153	17,839	18,552	19,294	20,066
Forecast Cost per Run	\$1,534	\$1,494	\$1,496	\$1,474	\$1,445	\$1,415
Estimated City cost for District incremental calls		\$687,169	\$714,941	\$732,459	\$747,285	\$761,355
Contract reimbursement terms		\$698,206	\$712,170	\$738,387	\$753,155	\$847,883
Less: Estimated City cost for District incremental calls		\$687,169	\$714,941	\$732,459	\$747,285	\$761,355
		\$11,037	(\$2,771)	\$5,928	\$5,870	\$86,528

* City of Fairfield 2023 Adopted Fire Dept Budget and 2022 Response data.
 ** net new calls. City already responds via mutual/automatic aid

Additionally, as the City notes in their application, "The anticipated payments from CFPD to the City represent a significant augmentation to the City's Fire Department budget. The City of Fairfield is not adding staffing, apparatus, or equipment in order to take on the service described in the agreement. As such, the direct cost for the City to take on the additional service level for CFPD is de-minimis (estimated at < \$25,000) when considering the additional call volume translates to roughly 1.5 calls per day in relation to the 44 calls per day for the City."

Question 2: *Can the District afford the reimbursement terms and other expenses?*

The contract outlines the reimbursement terms from the District to the City. The estimated reimbursement terms are: (FY '24 - '27 offers minimum amounts. FY '28 –'32 is % only).

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Payment	FY '24	FY '25	FY '26	FY '27	FY '28	FY '29	FY '30	FY '31
% Tax	91%	91%	92.5%	92.5%	95%	95%	95%	95%
Min/Est.	\$698,206	\$712,170	\$738,387	\$753,155	\$847,883	\$864,840	\$882,137	\$899,780

The Stone analysis adequately answered the City’s cost analysis. However, there were concerns on the overall District’s fiscal analysis. LAFCO’s concerns included:

1. Stone built a 5-year pro forma utilizing FY '23 budgeted revenue as the base year instead of updating with the actual data that was available at the time of the application.
2. The contract under review has an eight-year term. Stone provided a five-year projection.
3. The UAL payments are lower than CalPERS payment schedule (see Attachment E). CalPERS payments represent over 13% of the District’s expense budget (which is problematic with a 95% of recurring revenue contract term).
4. Administration expense forecast is too low and does not include any insurance expense.
5. There were no CPI adjustments.

After several discussions regarding these concerns and others, the City/District brought in Ken Campo, a financial consultant, to evaluate and address the issues and provide an updated fiscal analysis. The following FY 2024 Fiscal Analyses Comparison Table highlights key differences between Stone’s District analysis and Campo’s estimates for FY 2024, the first year of the contract. These differences include recurring revenue; higher CalPERS payments, and; more accurate administration expenses.

Based on fresher data and joint meetings with the FFD Chief, FFD administrative staff, District Board Committee, and LAFCO staff, Campo developed an eight-year pro forma to analyze the District’s ability to reimburse the City and to afford continual costs incurred by the Cordelia FPD. Campo built the pro forma specifically identifying and utilizing the District’s relevant funding

FY 2024 Fiscal Analyses Comparison		
	Stone	Campo
Revenue Items		
Property Tax	\$ 335,636	\$377,233
Measure I Special Tax	\$ 451,856	\$447,307
Unitary Tax	\$ 27,879	Rolled into Prop. Tax
Homeowner Prop Tax	\$ 2,000	Rolled into Prop. Tax
Recurring Revenue	\$ 817,371	\$824,540
Expense Items		
UAL Contribution	\$ 101,604	\$108,978
Administration Expense:		
County Counsel	\$ 5,000	Rolled into admin exp.
County Auditor's Office	\$ 5,000	Rolled into admin exp.
Independent Auditor	\$ 6,000	Rolled into admin exp.
Misc. Expenses	\$ 1,500	Rolled into admin exp.
Subtotal Admin Exp	\$ 17,500	\$59,866
Insurance	\$ -	\$43,191
Subtotal non-contract exp	\$ 119,104	\$212,035
Contract payment	\$ 698,206	\$698,206
Total Expenses	\$ 817,310	\$910,241
Recurring Rev - Expenses	\$ 61	(\$85,701)

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components not just the recurring revenue.

Stone’s analysis relied heavily on recurring revenue and only mentioned potential “other funding” sources. Campo’s analysis more accurately identified costs and emphasized the need to integrate all the funding components, (i.e. – fund balance, asset sales, ad-valorem property tax, and Measure I taxes) in order to answer the prime question: Does the District have sufficient net funds to afford the contract?.

The following is an eight-year pro forma prepared by Campo.

Updated Fiscal Analysis										Prepared by:
Fire Service Contract										Ken Campo
Cordelia Fire Protection										Financial Consultant
City of Fairfield										1/18/2024
	Fiscal Year End June 30	2023	2024	2025	2026	2027	2028	2029	2030	2031
Available (Unassigned) Fund Balance-Beginning		480,521	394,819	333,709	266,895	196,187	258,622	254,847	251,157	
Property Tax	369,836	377,233	384,777	392,473	400,322	408,329	416,495	424,825	433,322	
Measure I	438,536	447,307	456,253	465,378	474,685	484,179	493,863	503,740	513,815	
Recurring Revenue	808,372	824,539	841,030	857,851	875,008	892,508	910,358	928,565	947,137	
Available Funding		1,305,060	1,235,850	1,191,559	1,141,903	1,088,695	1,168,980	1,183,412	1,198,294	
CalPERS Net UAL Payment		108,978	114,564	120,137	125,332	132,815				
Administrative expenses		59,866	42,216	42,949	43,690	39,438	35,118	35,730	36,347	
Insurance		43,191	33,191	23,191	23,539	18,892	14,175	14,388	14,604	
Sub-Total Recurring Expenses		212,035	189,971	186,277	192,561	191,145	49,293	50,118	50,951	
Fire Service Contract Payments to City of Fairfield		698,206	712,170	738,387	753,155	847,883	864,840	882,137	899,780	
Sub-Total Expenses		910,241	902,141	924,664	945,716	1,039,027	914,134	932,255	950,731	
Sub-Total Available Funding Less Expenses		394,819	333,709	266,895	196,187	49,668	254,847	251,157	247,563	
Sale of Apparatus			50,000	50,000						
Sale of Property					420,000	420,000				
Less Additional UAL Payment			50,000	50,000	420,000	211,046				
Available (Unassigned) Fund Balance-Ending		394,819	333,709	266,895	196,187	258,622	254,847	251,157	247,563	
Recurring Revenue Less Fire Service Payments		126,333	128,860	119,464	121,853	44,625	45,518	46,428	47,357	

Notes:

1. FY23/24 Beginning Fund Balance of \$480,521 represents the FY 6/30/2023 audited ending balance amount and does not include Development Impact Fees, which are accounted for separately.
2. Annual Property Tax and Measure I revenue projections for fiscal years 2024-2031 based on actual FY22/23 collections escalated at 2% per year.
3. FY23/24 expenditures based on the CFPD FY23/24 adopted budget.
4. CalPERS Net UAL payments based on the 6/30/2022 actuarial valuation, net of 3.4% prepayment discount.

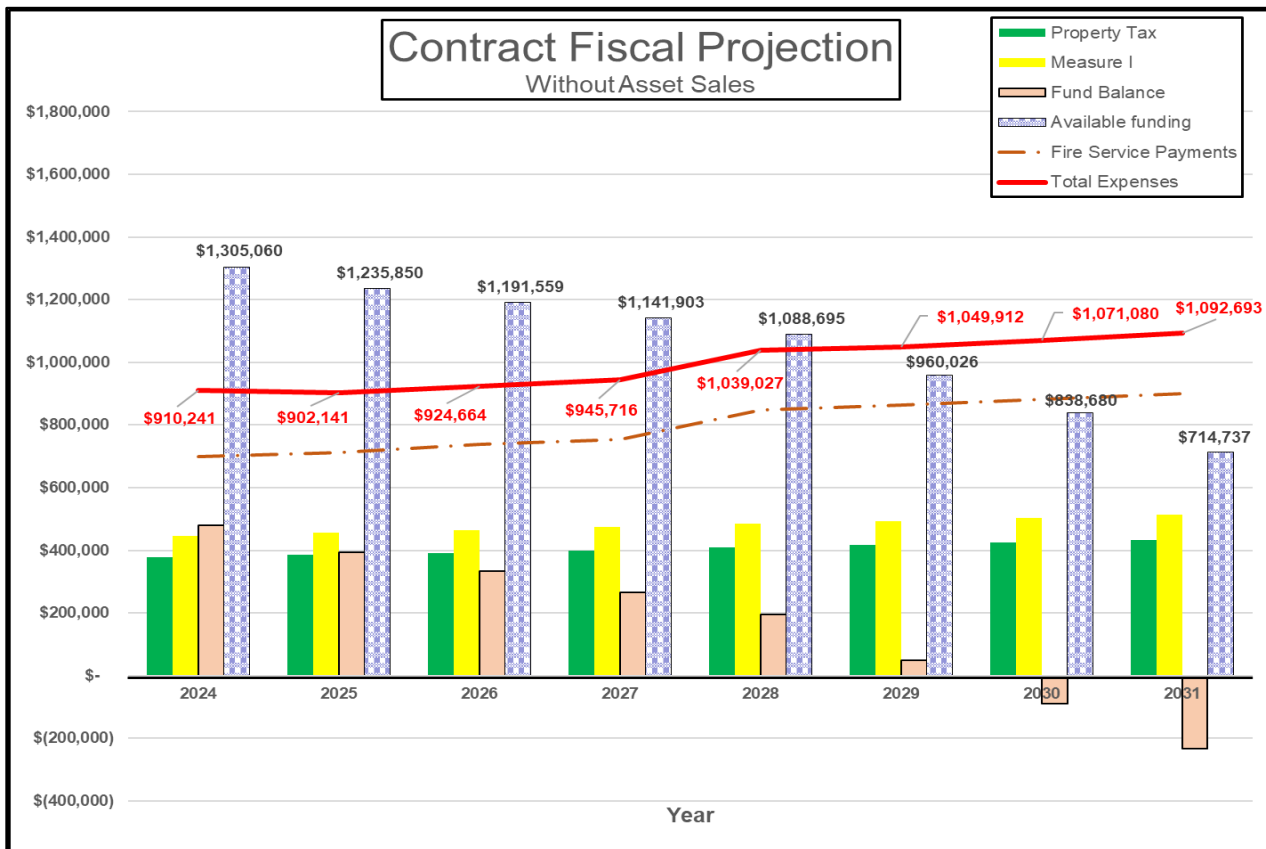
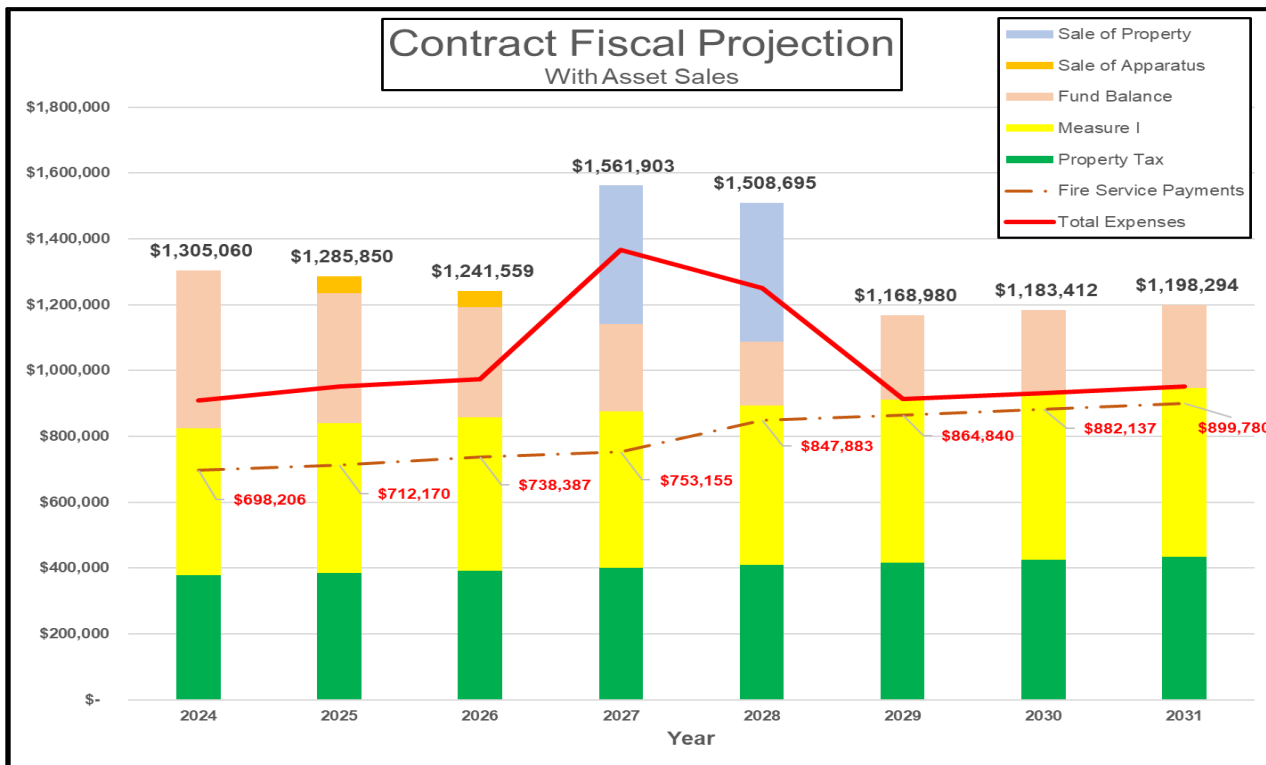
The Campo analysis argues that CFPD has sufficient funds to cover the contract terms. However, it is important to note that this conclusion is dependent on significantly “buying down” the CalPERS debt, utilizing fund balance, and selling District assets.

According to the City/District agreement, “CFPD will retain the pension liability for former District employees. As of 06/30/2022 Cal-PERS Actuarial Valuation, the unfunded actuarial liability (UAL) was \$1,054,688². This liability, and the related annual payments, will remain the responsibility of the District. CFPD is expected to use the proceeds from disposal of its equipment, apparatus, and real property to pay down the UAL with CalPERS. A 2023 property appraisal placed the value of CFPD land and buildings at \$840,000; while a conservative value estimate for CFPD apparatus and equipment is in the range of \$100,000. Disposal of assets is expected to begin once the fire service contract process is complete. These proceeds, combined with the scheduled annual UAL payments for the next several years, is sufficient to

² The CalPERS June 30, 2022 actuarial valuation for the payoff analysis is actually: safety \$894,705, PEPRA \$37,034, and miscellaneous \$55,339 for a total of \$987,078. Payoff schedule is correct.

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paydown the CalPERS UAL amount.” The graphs below visually show the difference between selling assets and not selling assets



V. Labor

The legislative body of a public agency or the director of a state agency shall not submit a Resolution of Application, pursuant to GC § 56134; unless both of the following occur: 1) the public agency does either of the following: submits with the resolution a written agreement validated and executed by each affected public agency and recognized employee organization consenting to the proposed contract, or provide, at least 30 days before the hearing, written notice to each affected public agency and recognized employee organizations representing firefighters and submit a copy of each written notice with the resolution of application. The notice shall, at a minimum, include a full copy of the proposed contract, and; 2) the public agency conducts an open and public hearing on the resolution.

Chief John Sturdee, City of Fairfield Fire Department, mailed a notice to Mr. Jon Miller, President, Solano Napa County Professional Firefighters, IAFF Local 1186 (recognized employee organization), on January 19, 2024, along with a copy of the proposed contract pursuant to GC § 56134(d)(2)(B). Notice in Attachment F.

Determination: The notice to IAFF Local 1186 was sufficient and was delivered at least 30 days before the hearing was included in the Resolution of Application adopted by the City of February 24, 2024. Therefore, this requirement was met.

VI. CEQA

The proposed contract is Categorically Exempt from CEQA pursuant to 14 CCR 15320. Class 20 consists of changes in the organization or reorganization of local governmental agencies where the changes do not change the geographical area in which previously existing powers are exercised.

VI. Conclusion

In conclusion, the City of Fairfield Fire Department will provide fire, rescue, and first responder emergency medical services, including special operations capabilities, to Cordelia Fire Protection District in a manner consistent with services provided in the City of Fairfield. Full-time and full-service fire prevention services, along with internal apparatus, equipment, and fleet maintenance programs, administrative and support services will be provided. The District will also benefit from training and emergency management support provided by FFD. An impressive service level enhancement to the District residents will be realized.

The agreement is for an eight-year term with revenue to the City of Fairfield following a percentage of tax revenue model (Ad-valorem and Measure I taxes). The City (applicant) has provided all the necessary information to satisfy GC § 56134, including an Independent Fiscal Analysis and an Updated Fiscal Analysis affirmatively showing that the City's remuneration adequately covers their cost and the District's revenue flow, along with fund balance appropriations, UAL paydowns, and asset sales, is sufficient to make their contract payments.

In recognition of the significantly higher level of service and the affirmative fiscal analyses, staff recommends the adoption of the LAFCO resolution for the FFD/CFPD contract attached.

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Action Item:

Resolution of the Local Agency Formation Commission of Solano County Approving the City of Fairfield Fire Protection Department to Provide Out of Agency Fire Protection Services to the Cordelia Fire Protection (LAFCO Project 2023-2020)

ATTACHMENTS:

Attachment A – Adopted Contract between City of Fairfield and Cordelia Fire Protection Dist.

Attachment B – City of Fairfield Resolution 2024-41

Attachment C – City of Fairfield’s Plan for Service with Cordelia Fire Protection District

Attachment D – Stone Municipal Group Fiscal Analysis

Attachment E – Ken Campo updated Fiscal Analysis and CalPERS Analysis

Attachment F – Notice for Solano Napa County Professional Firefighters IAFF Local 1186

Attachment G – Contract Agreement between Springlake Fire Protection District and the Cities of Davis and Woodland

LAFCO RESOLUTION NO. 2024-07

**RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION
OF SOLANO COUNTY APPROVING THE CITY OF FAIRFIELD FIRE PROTECTION
DEPARTMENT TO PROVIDE OUT OF AGENCY FIRE PROTECTION SERVICES TO THE
CORDELIA FIRE PROTECTION
(LAFCO PROJECT 2023-2020)**

WHEREAS, a resolution making application for the proposed out of agency service extension contract of the Cordelia Fire Protection District jurisdictional boundaries in Solano County was filed with the Executive Officer of this Local Agency Formation Commission pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act, commencing with Section §56000, et seq. of the Government Code by the Solano Irrigation District; and,

WHEREAS, Solano Local Agency Formation Commission (LAFCO) received an application to service 100% of the Cordelia Fire Protection District service area, approximately 56 square miles: and,

WHEREAS, the Executive Officer has examined the proposal and determined that it is complete and has accepted the proposal for filing as of March 18, 2024; and,

WHEREAS, at the time and in the manner required by law the Executive Officer gave notice of the Commission’s consideration of this request; and,

WHEREAS, the Executive Officer, pursuant to Government Code §56665 has reviewed this proposal and prepared a report including his recommendations, and has furnished a copy of this report to each person entitled to a copy; and,

WHEREAS, out of agency service approval of a fire protection contract between the City of Fairfield Fire Department (FFD or City) and the Cordelia Fire Protection District (CFPD or District) is needed to provide fire protection and related services in the Cordelia Fire Protection District; and,

WHEREAS, the Commission received, heard, discussed, and considered all oral and written testimony related to the proposal, including but not limited to any comments and objections, the staff report and recommendation, the environmental determination and consideration, plans for providing service, and fiscal analyses; and,

WHEREAS, the Commission does hereby make the following findings and determinations regarding the proposal:

NOW, THEREFORE, BE IT HEREBY RESOLVED, DETERMINED AND ORDERED as follows:

1. The Commission finds that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15320, Class 20 – Changes in Organization of Local Agencies.
2. The proposed agreement results in the transfer of 100% of the District’s service area to the City. The 25% or more of territory requirement is met and determines that this is a contract subject to Government Code § 56134(a)(1).

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3. The City, on February 2024, at a noticed public hearing, adopted Resolution No. 2024-41 authorizing the City Manager and the Fire Department to apply through LAFCO for a long-term service agreement with the CFPD. GC § 56134(c) and (d).
4. On January 19, 2024, Fire Chief John Sturdee, City of Fairfield, mailed a notice to President Jon Miller, Solano Napa County Professional Firefighters IAFF, Local 1186, advising President Miller of the February 20, 2024 City of Fairfield public hearing to adopt the Resolution for Application and has determined that the affected recognized employee organizations were appropriately notified. 56134(d)
5. A resolution of application was submitted pursuant to GC § 56134(e) with a plan for services, specifically addressing ten (10) factors.
6. An independent fiscal analysis was submitted with the application including a thorough review of the plan for services, how the costs of the existing service provider compare to the costs of services provided in service areas with similar populations and of similar geographic size that provide a similar level and range of services and make a reasonable determination of the costs expected to be borne by the public agency providing new or extended fire protection services and, any other information and analysis needed to support the findings required. GC § 56134(f).
7. The commission determines that the public agency will have sufficient revenues to carry out the exercise of the new or extended fire protection services outside its jurisdictional boundaries. GC § 56134(i)
8. The Commission authorizes FFD to provide fire protection and related services to the CFPD under the approved fire protection contract between the FFD and the CFPD subject to the terms and conditions outlined in the Contract.

PASSED AND ADOPTED by the Local Agency Formation Commission of Solano County at a regular meeting, held on the 10th day of June 2024, by the following vote:

AYES:
 NOES:
 ABSENT:
 ABSTAIN:

Ron Kott, Chair
 Presiding Officer Solano LAFCO

ATTEST:

Tova Guevara, Clerk

Attachments:
 Exhibit A – June 10, 2024 Staff Report with Attachments (upon approval)

Agenda Item 9.A – LAFCO Proj. 2023-20 City of Fairfield/Cordelia Fire Contract

ATTACHMENT A

Adopted Contract between City of Fairfield and Cordelia Fire Protection District

**JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE CITY OF
FAIRFIELD AND CORDELIA FIRE PROTECTION DISTRICT
FOR EXTENSION OF FIRE PROTECTION AND PREVENTION SERVICES, AND
MEDICAL EMERGENCY SERVICES**

THIS JOINT EXERCISE OF POWERS AGREEMENT (hereinafter referred to as “Agreement”) is entered into and is effective November 1, 2023 (“Effective Date”), by and between the parties signatory hereto (collectively the “Parties”), the Cordelia Fire Protection District (“CFPD” or “District”) and the City of Fairfield (“City”), for fire protection and prevention services, and medical emergency services, provided by the City to the District as set forth herein:

RECITALS

A. The City is a municipal corporation organized and existing under the laws of the State of California. The City has the power and authority to establish, and operate, a municipal fire department, to, among other things, provide fire protection and prevention services, rescue services, emergency medical services and hazardous materials emergency response services and to provide fire engines and all other necessary apparatus for the prevention and extinguishment of fires, and to fix and pay the compensation of the fire chief and other paid firefighters. In addition, the City has the power and authority to collect, hold, invest, disburse and account for funds which come into its possession; and

B. The District, through its governing board, has the power and authority, pursuant to the Fire Protection District Law of 1987, Health and Safety Code Section 13800 et seq., to provide, among other things, fire protection and prevention services, rescue services, emergency medical services and hazardous materials emergency response services, and to make and enforce all rules and regulations necessary for the furnishing of fire protection to, and for the elimination of fire hazards in the District, to appoint agents and employees, and to acquire real and personal property for District purposes. In addition, the District has the power and authority to collect, hold, invest, disburse, and account for funds which come into its possession; and

C. The City and the District entered into a Memorandum of Understanding dated August 1st, 2022 (“Short-Term MOU”) for the short-term provision of fire protection and medical emergency response services by the City to the District, including 9-1-1/emergency calls for service (fee per call), medical emergency first responder services, Fairfield Fire Department (“FFD”) apparatus response and chief officer coverage, through June 30, 2023. The Short-Term MOU excluded fire prevention services, administration or any other auxiliary functions of FFD. The Short-Term MOU was amended on June 22, 2023 to extend services through June 30, 2024; and

D. Upon executing this Agreement for the provision of Services contemplated herein, the terms, conditions of the aforementioned short-term MOU shall cease and terminate with no further written notice required to the Parties, in accordance with Section 15 of the Short-Term MOU; and

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E. Pursuant to Government Code Section 6500 et seq., the City and the District desire to engage in a long-term agreement and exercise jointly the aforementioned powers in the manner set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the City and the District agree as follows:

SECTION 1. JOINT EXERCISE OF POWERS

The City and the District agree to exercise jointly the above-mentioned common powers afforded them by law in the manner set forth herein, subject to the terms of this Agreement.

SECTION 2. TERMS DEFINED

The “CFPD Board of Directors,” “CFPD Board Chairman,” “Fairfield City Manager” or “City Manager,” and “Fairfield City Council” or “City Council” are those bodies or officials.

“City Fire Chief” refers to the City’s Fire Chief as appointed by the Fairfield City Manager.

“City Fire Department” or “FFD” refers to the Fairfield Fire Department.

“Executive Management Team” refers to the Fire Chief and Deputy Fire Chiefs.

“CFPD” refers to the Cordelia Fire Protection District.

SECTION 3. SCOPE OF SERVICES

The City agrees to provide fire protection services, fire prevention services, and medical emergency response services to the entire territory of the District pursuant to this Agreement and the terms and conditions herein. The District Boundaries shall be deemed those existing as of the date of this Agreement, less any territory that may be subsequently annexed to a city or annexed to another fire protection district, as shown in Appendix A (“District Boundaries”), attached hereto. For purposes of providing said services, the City agrees to assume full administrative and tactical control of the firefighting resources of the District for the benefit of the area within District Boundaries. A comprehensive list of services contemplated herein this Agreement is provided in Appendix B (“Scope of Services”), attached hereto.

SECTION 4. TERM OF AGREEMENT

The Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for eight (8) years. At any time prior to the expiration of the eight-year term of this Agreement, the CFPD Board Chairman and the City Manager may, by mutual written agreement, extend this Agreement for an additional eight years (“Extended Term”), subject to good-faith negotiation of compensation amounts.

SECTION 5. EMPLOYEES OF EACH PARTY

The employees of each Party shall remain exclusively employees of the applicable Party (“Sole Employer”). Nothing in this Agreement is intended to change the employment relationship or to establish a joint employment or co-employment relationship. Each Party will continue to be responsible for all compensation and benefits provided to its past and current employees. Each Party is responsible for the Workers’ Compensation benefits of its own employees, including future injuries and ailment claims of past employees deemed to be job related. Nothing in this Agreement shall be construed to alter the terms or conditions of employment for either agency’s employees, including, but not limited to, employees’ wages, hours, working conditions, benefits, membership in employee associations, and all rights and duties provided in accordance with each agency’s respective personnel rules, memoranda of understanding, or department or agency policies, and all applicable laws. All retirement liability for former District personnel shall remain the responsibility of the District.

Only the Sole Employer of an employee may reprimand, suspend, or take a disciplinary action whatsoever against such employee. Discipline may only be taken against the employee by the employee's Sole Employer regardless of the hours the employee may be assigned to the other Party (“Receiving Agency”).

Retirement System and Benefits. The Agencies further represent and warrant that each of them are contracting agencies of the Public Employees’ Retirement System established by Part 3 of Division 5 of Title 2 of the Government Code (Gov. Code §§ 20000 *et seq.*), established pursuant to the County Employees Retirement Law of 1937 (Gov. Code §§ 31450 *et seq.*), and will remain contracting agencies with such retirement systems throughout the term of the Agreement. The Agencies further warrant that none of Agency’s employees that will be assigned to the other Agency.

SECTION 6. GRANT MANAGEMENT

Management of all grants received by the District prior to the Effective Date of this Agreement shall remain the sole and exclusive responsibility of the District, including the extension of any current grants with multiple phases. In the event that the City utilizes any District-owned grant-funded equipment, the City shall cooperate with the District as necessary to comply with District audits, but in no event shall the City be required to interface directly with any granting agency on behalf of the District for such grants. After the Effective Date of this Agreement, the City may claim the District and its related District Boundaries as part of the City’s service area, and the City may apply for program and equipment and personnel grants that benefit the City and/or the District. The City shall have sole and exclusive responsibility to apply for and manage all grants awarded for the benefit of the District after the Effective Date of this Agreement, and shall take possession and responsibility for all equipment received and funded through such grants for the benefit of the District.

SECTION 7. DISTRICT FIRE PREVENTION

Subject to Health and Safety Code section 13869.7, the District shall coordinate with the Fairfield Fire Marshal to adopt and maintain a fire code similar to the City for consistency of enforcement, as provided within Appendix B of this Agreement.

SECTION 8. FUTURE ANNEXATIONS

Both Parties agree that annexations of District territories into surrounding cities and fire districts may impact District revenues. In some instances the loss of revenue from an annexation to another entity may reduce services contemplated within this Agreement. The District will work within legal parameters to reduce the associated impacts in any way possible. (i.e., detachments fees, development fees, etc.). It will be incumbent on the District to work with LAFCO to address any potential impacts on District funding.

SECTION 9. FINANCIAL SERVICES AND RECORDS MAINTAINED BY DISTRICT

The District shall remain responsible for collecting, disbursing, accounting, and maintaining records for all funds of the District and timely deliver to the City all amounts payable under the provisions of this Agreement. All records or documents required to be kept pursuant to this Section 9 must be made available for audit at no cost to the City, upon written request by the City and within fifteen (15) days of such notice. Copies of such records or documents shall be provided to the City at its office location provided in Section 30 of this Agreement, unless an alternative location is mutually agreed upon.

SECTION 10. DELEGATION OF DISTRICT AUTHORITY TO CITY

The District, to the extent permitted by law, hereby delegates to the City, its officers and employees, the District's authority and powers, during the term of this Agreement, to perform those services to be provided by the City as described in this Agreement. The City Fire Chief, or their designated representative, shall have authority and responsibility to prescribe the manner and method of providing the services delineated in this Agreement for the benefit of the District, including but not limited to the use of available apparatus and manpower resources, and the decision to invoke additional mutual aid to supplement the City Fire Department. The City Fire Chief is also deemed to have the power and authority to operate as the District's Fire Chief in carrying out the City's agreed upon assumed responsibilities under this Agreement.

In order to accomplish the intent of this Paragraph, and upon written request of the City, the Board of Directors of the District shall take such further actions as are permitted by law and convenient or necessary to accomplish the delegation of authority provided for in this Paragraph.

SECTION 11. DISTRICT PAYMENT TO CITY

The terms and conditions for compensation to the City for services provided under this Agreement are set forth in Appendix "C."

SECTION 12. RESOLUTION OF DISPUTES

In the event that the District or the City disputes the amount of any payment which the District is required to make to the City under this Agreement and this dispute is not resolved prior to the date a payment is due to the City, the District and the City agree to resolve said dispute concerning interpretation, implementation and/or enforcement of any of the terms or subject matter of this Agreement as follows: the Parties will attempt to resolve such dispute informally by a meeting with representatives of each Party. If the Parties are unable to resolve the dispute informally, they may provide notice of default and terminate the Agreement pursuant to Sections 14 and 15.

Nothing herein shall prevent the City from acting immediately to address a health and safety concern as described in Section 13.

SECTION 13. HEALTH & SAFETY CONCERNS

If the City Manager, City Fire Chief or City Council determines that any provisions of this Agreement are violated by CFPD in a manner that presents a possible or potential danger to the public health and safety, the Fairfield City Manager or City Fire Chief shall notify CFPD's Board Chairman of the alleged violation as soon as possible, verbally and in writing, with a copy of such notification sent to the Board Chairman of the CFPD Board of Directors.

If the CFPD Board Chairman or CFPD Board of Directors determines that any provisions of this Agreement are violated by the City in a manner that presents a possible or potential danger to the public health and safety, the CFPD Board Chairman shall notify the City Manager of the alleged violation as soon as possible, verbally and in writing, with a copy of such notification sent to the Mayor of the City of Fairfield.

Violations presenting an immediate danger to the public health and safety shall be corrected immediately by the responsible agency. The City or CFPD may act immediately to assist with the resolution of such violation and may take any reasonable actions necessary to cure such violation and preserve the health and safety of businesses and residents.

Violations that do not present an immediate danger shall be addressed in an expeditious manner. The City and CFPD may agree to a reasonable timeframe for resolution of the violation, which shall in no event exceed fourteen (14) days after CFPD's or the City's receipt of written notice. If CFPD or the City fail to correct a violation within the timeframe specified herein, the City or CFPD may take any necessary action to resolve the violation and preserve the health and safety of businesses and residents.

If either agency fails to correct a violation that is identified and noticed according to this section within the applicable timeframe, the complaining agency may, in its sole discretion, terminate this Agreement with written notice to the other agency. The decision of the complainant as to the existence of a contract violation and its decision to terminate the Agreement shall be final as of the date of written notice.

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A violation of the Agreement creating a possible or potential danger to the public health and safety as used in this Section 13 must be based upon the violation of a mandatory statutory duty by either Party.

SECTION 14. DEFAULT

Subject to any extensions of time by mutual consent of the Parties in writing, any failure of either Party to timely perform any material obligation of this Agreement shall constitute an event of default as to that Party, if (i) such defaulting Party does not cure such failure within thirty (30) days following receipt of written notice of default from the other Party, where such failure is of a nature that can be cured within such thirty (30) day period, or (ii) if such failure is not of a nature which can be cured within a thirty (30) day period, the allegedly defaulting Party does not, within said thirty (30) day period, commence substantial efforts to cure such failure or thereafter does not, within a reasonable period of time, prosecute to completion with diligence and continuity the curing of the failure. The time to cure may be extended in writing at the discretion of the Party giving notice. Any notice of default given hereunder shall be served on the other Party and shall specify in detail the nature of the failure(s) in performance which the noticing Party claims constitutes the event of default and the manner in which such default may be satisfactorily cured in accordance with the terms and conditions of this Agreement.

Nothing herein shall prevent the City or CFPD from acting immediately to address a health and safety concern as described in Section 13.

Failure of a Party to timely cure or commence and diligently prosecute to completion the cure of a material default of this Agreement shall entitle the non-defaulting Party to terminate this Agreement in accordance with the termination provisions set forth herein.

SECTION 15. TERMINATION

This Agreement may be terminated for any reason or no reason by either Party prior to the end of its stated Term with 550 days written notice.

This Agreement may be terminated with cause for default, after attempting to informally resolve the dispute pursuant to Section 12 and providing notice and a reasonable opportunity to cure the default pursuant to Section 14.

The Parties acknowledge the District has ceased operations and intends to divest itself of any equipment and facilities during the term of this Agreement. The Parties further acknowledge reinitiating the provision of direct services by the District would be a significant initiative requiring substantial time for planning, acquisition of facilities and hiring of staff. Alternatively, finding an alternative partner to provide services, would be equally as challenging and also require similar lead times.

In recognition of the above, the Parties agree that termination of this agreement, at any time, would require 550 days' notice unless otherwise mutually agreed to by the parties.

SECTION 16. SUCCESSORS

This Agreement is binding upon the successors of the City and the District.

SECTION 17. ASSIGNMENT

The District shall not assign all or any portion of this Agreement without the prior written consent of the Fairfield City Manager

SECTION 18. DISPOSITION OF PROPERTY UPON TERMINATION

Upon the expiration of the term of this Agreement, or upon its earlier termination as provided herein, all District property delivered to the City for purposes of providing fire services to the District shall be returned by the City to the District.

SECTION 19. INDEMNITY AND HOLD HARMLESS

The City and the District each agree to defend, indemnify and hold harmless the other, and the other’s officers, agents and employees, against any and all losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any third party claims alleging: (i) injury to or death of a person, including employees of City or the District; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; or (iv) strict liability imposed by any law or regulation; so long as such injury, violation, loss, or strict liability arises directly or indirectly from the Parties performance of this Agreement. Unless such loss, damage, injury, liability or claim is the result of the sole active negligence or willful misconduct of only one Party, the Parties shall apportion the between the City and the District in a reasonable manner based upon comparative fault.

The Parties acknowledge and agree that the City of Vallejo is currently responsible for all waterlines and waterline infrastructure within the District boundaries, and neither the City of Fairfield nor the District will be responsible for maintenance, repair or liability resulting from waterline or waterline infrastructure within District boundaries. Neither the City nor the District shall be liable for any loss to third parties resulting from faulty or inoperative water supply lines that remain outside of their ownership or control.

SECTION 20. LIABILITY INSURANCE PROVISIONS

The City and CFPD shall maintain and keep in force during the term of this Agreement insurance or coverage (including self insurance) against claims for injuries to persons or damages to property which may arise from or in connection with each Party’s’ performance of this Agreement, as provided within the Insurance Requirements, attached hereto as Appendix D.

SECTION 21. AMENDMENTS

This Agreement shall not be further amended or modified at any time and in any respect whatsoever except in writing and by both Parties hereto, except as set forth in Section 4. The City and CFPD each agrees that it will make no claim at any time that this Agreement has been orally amended or modified, and each agrees that no oral waiver, amendment or modification shall be effective for any purpose. Any amendment to any Appendix may not alter the underlying terms of this Agreement unless otherwise provided in writing.

SECTION 22. SEVERABILITY

Should any provision of this Agreement be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.

SECTION 23. GOVERNING LAW AND VENUE

This Agreement is made and entered into within the State of California, and shall in all respects be interpreted, enforced and governed under the laws of the State of California, with venue agreed to be within the County of Solano. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either the City or CFPD.

SECTION 24. PARTIES' REPRESENTATIONS

The City and CFPD each represent and acknowledge that, in executing this Agreement, they do not rely, and have not relied, upon any representation or statement made by any of their agents, representatives or attorneys with regard to the subject matter, basis or fact of this Agreement or otherwise.

SECTION 25. BINDING UPON SUCCESSORS

This Agreement shall be binding upon the parties and their administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the Parties, and each of them, and their administrators, representatives, executors, successors and assigns.

SECTION 26. EQUAL OPPORTUNITY & NON-DISCRIMINATION

While performing under this Agreement, the Parties and their respective employees shall comply with the equal opportunity, non-discrimination, and anti-harassment provisions of all applicable federal, state and local laws, statutes and ordinances. The Parties and their respective employees and agents shall not discriminate or harass on the basis of race, color, national origin, ancestry, religion or creed, sex (including pregnancy, childbirth, breastfeeding or related conditions), gender, gender identity or expression, sexual orientation, marital status, age, physical or mental disability, medical condition, genetic information, or military and veteran status, or any other status protected by law, in any matters related to access to or provision of services or related to employment.

SECTION 27. HEADINGS

The section headings and titles contained in this Agreement are for convenience and reference only and are not intended to define, limit, or describe the scope of any provision of this Agreement.

SECTION 28. CONSENT

Whenever any consent or approval is required by this Agreement, such consent or approval shall not be unreasonably withheld, conditioned, or delayed, except as otherwise specifically set forth herein.

SECTION 29. DESIGNATED REPRESENTATIVES

The Fairfield City Manager is the designated representative of the City and will administer this Agreement on its behalf. The CFPD Board Chairman is CFPD's designated representative. Changes in designated representatives shall occur by advance written notice to the other party.

SECTION 30. NOTICES

All notices and demands of any kind which either Party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the Parties to be served as follows:

If to the City:

City Manager
City of Fairfield
1000 Webster Street
Fairfield, CA 94533

If to the District:

Board Chairman
Cordelia Fire District
c/o Fairfield Fire Department
1200 Kentucky Street
Fairfield CA 94533

Each Party shall provide the other with verbal and written notice of any change of address as soon as practicable. Notices given by personal delivery or acknowledged shall be effective immediately.

SECTION 31. APPENDICES

The following appendices to this Agreement are attached hereto and incorporated by reference as though fully set forth herein:

Appendix A DISTRICT BOUNDARIES TO RECEIVE SERVICES

Appendix B SCOPE OF SERVICES

Appendix C COMPENSATION

Appendix D INSURANCE REQUIREMENTS

SECTION 32. NO SEPARATE ENTITY CREATED

The Parties do not intend to create a separate public agency through this Agreement.

SECTION 33. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the parties regarding the subject matter hereof. This Agreement may be amended only by a writing executed by both parties.

SECTION 34. EXECUTION IN COUNTERPARTS

This Agreement may be executed on behalf of the Parties in one or more counterparts, all of which collectively shall constitute one document and Agreement.

SECTION 35. EFFECTIVE DATE


The effective date of this Agreement is the date set forth in the first paragraph hereof, once this Agreement is fully executed by each of the parties' representatives set forth below.

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IN WITNESS WHEREOF the parties hereto have entered into and executed this Agreement as follows:

CORDELIA FIRE PROTECTION DISTRICT

Attest:



Secretary of the Board

By: 

Board Chairman

Approved as to form:

CITY OF FAIRFIELD



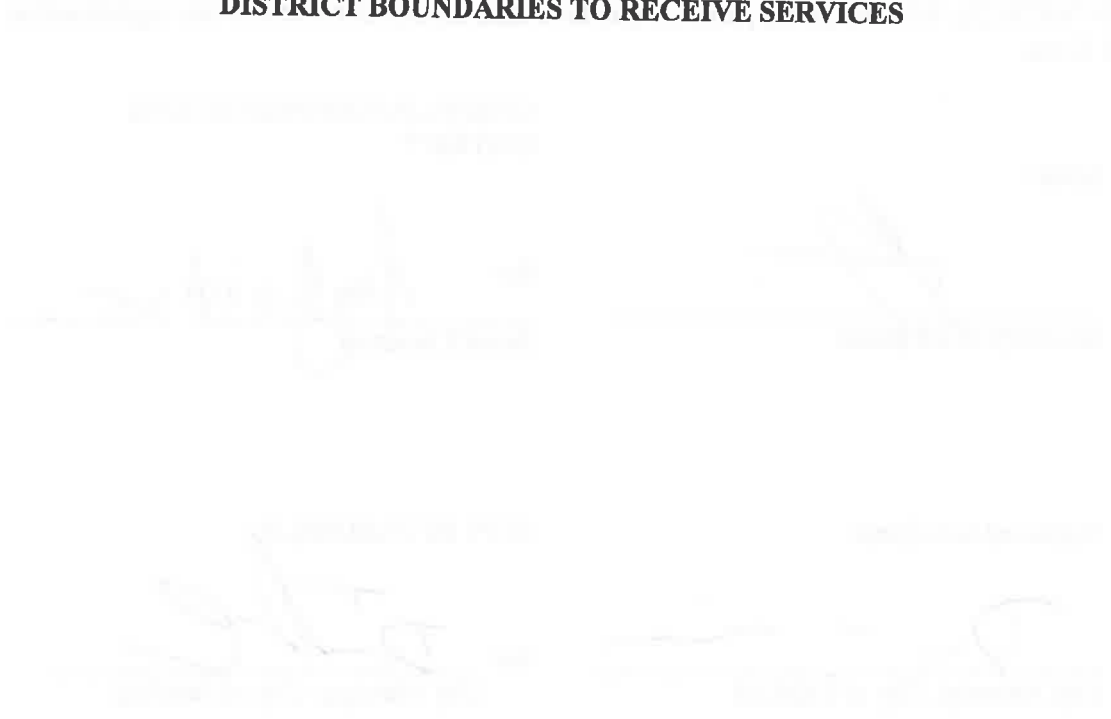
City Attorney, City of Fairfield

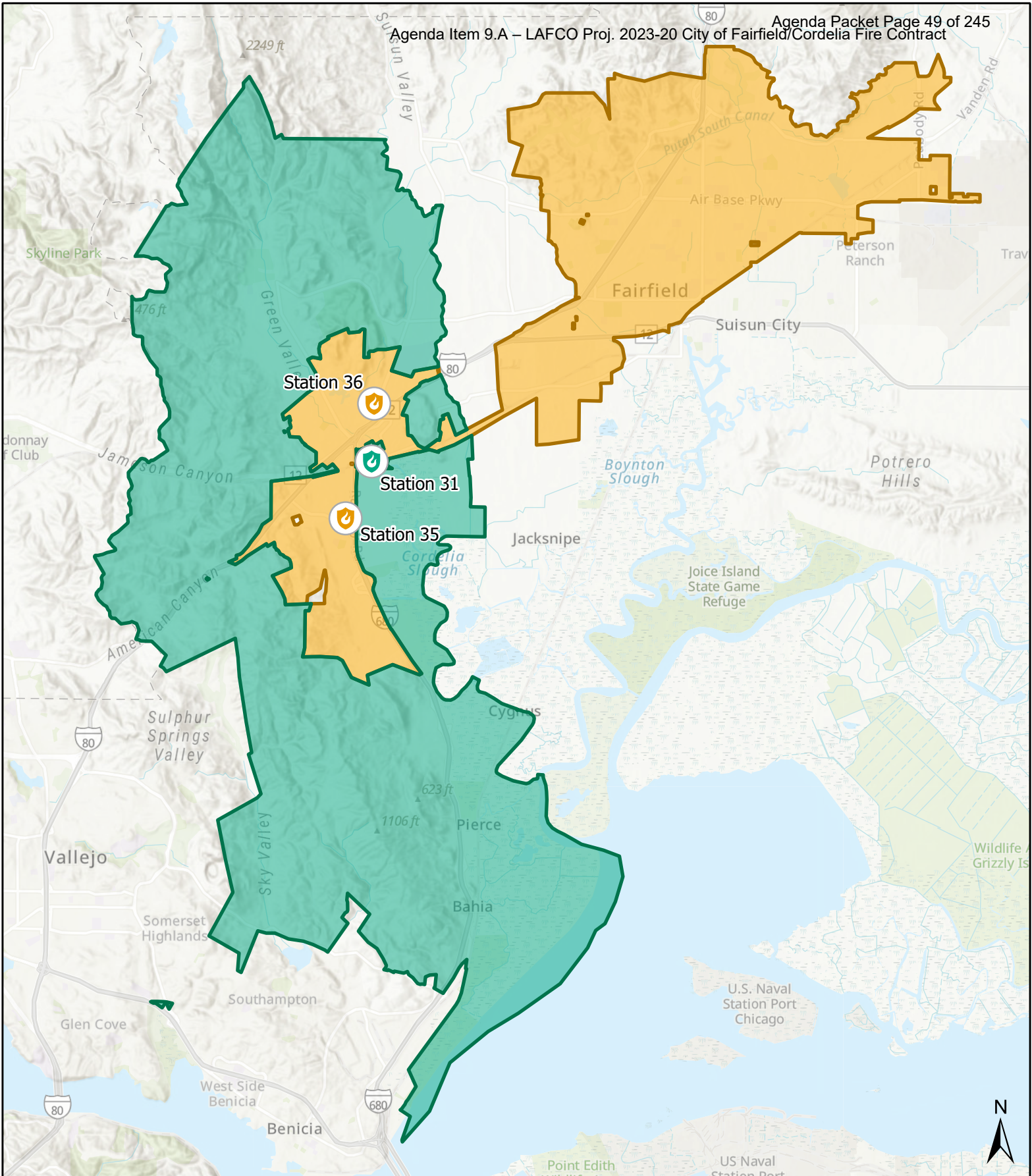
By: 

City Manager, City of Fairfield

APPENDIX A

DISTRICT BOUNDARIES TO RECEIVE SERVICES



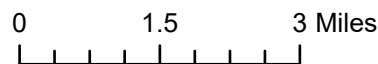


Cordelia Fire Protection District and Fairfield Fire Department

- Cordelia Fire Protection District
- Fairfield Fire Department
- CFPD Station
- FFD Stations



Disclaimer: the information shown is intended to be used for general display purposes only, and is not to be used as an official map.



NAD 83 (2011), SPCS California Zone 2 5/28/2024

APPENDIX B**SCOPE OF SERVICES****SECTION 1. SERVICES FOR FIRE PROTECTION AND 9-1-1 EMERGENCY CALLS FOR SERVICE**

The City shall maintain a fire department which is staffed and equipped to provide for the fire protection, emergency medical service, rescue service, and other related services as defined herein; provided the parties acknowledge that response times may necessarily be longer in the rural areas of the District than in the City. Response, e.g., personnel, equipment, timing, to District emergencies may be different than in the City. In consideration of receipt of Protection and Medical Services, the CFPD Board will adopt the Fairfield Fire Department First Responder Fee Schedule, attached hereto as Exhibit "A", subject to annual increases effective July 1 of each year based on blended CPI for the San Francisco Bay Area. The City shall have the sole and exclusive authority to collect all patient case reporting ("PCR") fees generated from services calls within the District Boundaries at applicable rates.

The City shall provide the following related services ("Protection and Medical Services") within the District when and where appropriate:

- a) Medical, fire, and incident emergency response services, including FFD apparatus response and chief officer coverage within the District;
- b) Maintain data, records and billing for call volume reporting related to Protection and Medical Services and submit quarterly reports to CFPD Board of Directors;
- c) Dispatch all fire and medical emergency response for the District, excluding law enforcement related dispatch.

SECTION 2. SERVICES FOR FIRE PREVENTION

The City shall maintain a fire department which is staffed and equipped to provide for fire prevention services, and other related services as defined herein; provided the parties acknowledge that the City will be in charge of organizing and coordinating staff response to requests for such services. In consideration of receipt of fire prevention services, the CFPD Board will adopt the Fairfield Fire Department Fire Prevention Fee Schedule, attached hereto as Exhibit "B," subject to annual increases effective July 1 of each year based on blended CPI for the San Francisco Bay Area.

The City shall provide the following related services ("Prevention Services") within the District when and where appropriate:

- a) Within the scope of the agreed upon fire code, review plans for all commercial/industrial buildings, single & multi-residential structures, fire & life safety protection systems;

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- b) Perform all California state mandated fire code enforcement inspections of commercial and industrial structures in accordance with California Health and Safety Code Sections 13146.2 and 13146.3;
- c) Maintain required data, records and billing for Prevention Services and file annual reports to the administering authority in accordance with California Senate Bill No. 1205;
- d) Conduct fire prevention & educational programs and encourage participation of District residents;
- e) Investigate causes and origins of fires;
- f) Coordinate between staff, Fairfield Fire Prevention Fire Marshal, and Solano County when appropriate and as needed;
- g) Collaborate with the District to identify and make recommendations for risk mitigation and access on non-private properties;
- h) Administer billing and collection efforts for related work performed within the District.

SECTION 3. ADMINISTRATION SERVICES

The City shall maintain a fire department which is staffed and equipped to provide administration services and other related services as defined herein; provided the parties acknowledge that the City will be in charge of organizing and coordinating all such services.

The City shall provide the following related services (“Administration Services”) within the District when and where appropriate:

- a) Cooperate with CFPD Board of Directors to provide, as soon as practical and as reasonably requested in writing by the District, all records and information needed for the District to perform ISO audits;
- b) The City shall serve as the custodian of records for all records prepared; collected; or otherwise retained by the City in connection with services provided to CFPD pursuant to this Agreement. The City shall respond to all record requests it receives necessary to comply with the California Public Records Act, subpoenas, PCRs, fire reports associated with this Agreement, and other production requests mandated by law or court order in connection with said records.
- c) Managing auto aid agreements on behalf of the District;
- d) Issue burn permits to District residents and oversee related processes;

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- e) Extend limited public education messaging on social media specific to the District as time allows;
- f) Provide a public introduction on its social media platforms within a reasonable time after this Agreement takes effect;
- g) Provide safety demonstrations and public education upon request as time allows.
- h) Receive and submit invoices on behalf of the District to Solano County Auditor Controller for payment.
- i) Receive, review and deliver to CFPD Board of Directors, financial reports prepared by Solano County Auditor Controller.
- j) Serve as the first point of contact for members of the public, including serving as the business address of the District.
- k) Triage business matters, resolve routine business matters and bring significant matter to the attention of the CFPD Board of Directors.
- l) Coordinate with District Board and independent auditor for annual or biennial audits as required by law.

SECTION 4. SERVICE LIMITATIONS AND SERVICES EXPRESSLY EXCLUDED

The scope of any service, including related services described herein Appendix B, is limited in that the City shall not be required by this Agreement to duplicate those efforts or services which are required by law or agreement to be provided by other governmental agencies. Except as provided for herein, special projects requiring consulting services and / or special studies are not deemed to be included in services provided pursuant to this Agreement.

Additional City services to the District may be agreed upon in writing by City and District through negotiations; provided, however, that as a condition of agreeing to provide said additional service, City may request District to provide City with additional fire apparatus, personnel and facilities and may request District to provide City with additional funds for the related operational costs which City incurs in providing those additional services.

Services not expressly provided above within this Appendix B shall be excluded from the Scope of Services performed by City. Such excluded services include, but are not limited to, the following:

- a) Building permits and related administrative tasks. Such permits and related tasks shall remain within the authority and responsibility of Solano County;
- b) Road maintenance necessary for Fire Department access. Such maintenance shall remain the responsibility of the property owner or Solano County.

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- c) **Waterline or waterline infrastructure maintenance.**
- d) **Consulting at private residence or businesses;**
- e) **Inspections, maintenance and testing of existing water systems, and issues involving system infrastructure, fire flows and underground fire lines, and any maintenance of any related records of the same as may be required by the Insurance Services Office or other requesting party;**
- f) **Any service allocated to another public agency, including emergency alerting, evacuation assistance and communication, disaster relief, and post-incident reimbursements as currently in the purview of Solano County OES;**
- g) **Any service within the purview of a law enforcement agency. The City will engage Solano County Sheriff's Office when appropriate;**
- h) **Staffing of any facilities owned or leased by the District unless otherwise agreed to in writing.**

APPENDIX C

COMPENSATION

SECTION 1. DISTRICT PAYMENTS TO CITY

During each fiscal year through the term of this Agreement the District will pay the City a percentage of its total gross recurring revenue that it receives through Property Tax and Measure I Special Tax revenues (“District Funds”) on a graduated schedule, as provided in Table 1, below, increasing from ninety one (91%) of District Funds for fiscal year one (1) and fiscal year two (2), to ninety-two and a half percent (92.5%) of District Funds for fiscal year three (3) and fiscal year four (4), to ninety-five percent (95%) of District Funds for fiscal year five (5) through eight (8) to this Agreement, with fiscal year 1 beginning July 1, 2023 (“Year 1”). Upon execution of this Agreement, payments owed to the City for services performed within Year 1 shall be paid by the District to the City after July 1, 2023 for services performed under the Short-Term MOU between the Parties.

TABLE 1

A	Fiscal Year Term	Year 1	Year 2	Year 3	Year 4	Year 5 through 8
B	Annual Payment Equal to Percentage of District Funds	91%	91%	92.5%	92.5%	95.0%
C	Minimum Annual Payment Amount	\$698,206	\$712,170	\$738,387	\$753,155	n/a

SECTION 2. MINIMUM ANNUAL PAYMENT AMOUNT

In the event the available District Funds subject to allocation under Section 1 above do not provide for a minimum payment amount of six hundred ninety-eight thousand two hundred six dollars (\$698,206) for fiscal year 1, seven hundred twelve thousand one hundred seventy dollars (\$712,170) for fiscal year 2, seven hundred thirty-eight thousand three hundred eighty-seven dollars (\$738,387) for fiscal year 3, or seven hundred fifty-three thousand one hundred fifty-five dollars (\$753,155) for fiscal year four being paid to the City for services provided under this Agreement, the District agrees to provide funding for any such shortfall no later than August 1 of the following fiscal year, or upon thirty (30) day’s written notice from the City. Such payment shall be made from either District reserves or from the sale of District assets or other appropriate sources as determined by District. No minimum payment amount shall apply to fiscal year 5 through 8.

SECTION 3. TIME OF PAYMENT

On or before sixty (60) days after District’s receipt of its first installment of allocated property tax from Solano County during the term of this Agreement, the District shall pay to the City 50% of the sum provided for in Table 1, Row B above. On or before sixty (60) days after District’s receipt of its second installment of allocated property tax from Solano County during the term of this Agreement, the District shall pay to the City 45% of the sum provided for in Table 1, Row B above. On or before sixty (60) days after District’s receipt of its third installment of allocated

Agenda Item 9.A – LAFCO Proj. 2023-20 City of Fairfield/Cordelia Fire Contract

property tax from Solano County during the term of this Agreement, the District shall pay to the City the remaining 5% of the sum provided for in Table 1, Row B above. Except when District disputes the amount of any such payment by invoking the Resolution of Disputes procedure provided for in Paragraph 12, if the District does not pay the City the first installment payment within 60 days after January 1, or if the District does not pay the City the second installment on May 15, the City may terminate this Agreement for non-payment as provided in Paragraph 15 Any payment not made by the District to the City within thirty (30) days after the due date of said payment, as provided in this subparagraph, shall bear interest at the rate of eight percent (8%) per year.

SECTION 4. ADOPTION OF FEE SCHEDULES

The District agrees to adopt all fee schedules attached hereto in Exhibit "A" and Exhibit "B".

APPENDIX D**INSURANCE REQUIREMENTS****Coverage & Limits.**

Without limiting City's obligation to indemnify District, City agrees to procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Agreement and the results of that work by City, City agents, representatives, employees or subcontractors.

Commercial General Liability:

- Commercial General Liability with \$10,000,000 per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage including Blanket Contractual Liability, Products Liability, Completed Operations. This shall be a policy form specifically for responding to claims for Emergency Response services and Paramedics Medical Malpractice Liability.
- District, its officers, officials, employees and representatives to be named as additional insured (endorsement).
- City's insurance to be primary and non-contributory.
- 30-day notice of intent to cancel, non-renew, or make material change in coverage.
- Executed Indemnity and Hold Harmless Agreement.

Automobile Liability:

- \$10,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident.
- Coverage to include "Owned, Non-Owned, and Hired" automobiles.
- District, its officers, officials, employees and representatives to be named as additional insured (endorsement).
- 30-day notice of intent to cancel, non-renew, or make material change in coverage.

Workers' Compensation/Employer's Liability:

- Certificate of Insurance indicating "statutory" limits.
- Employer's Liability with limits of not less than \$1,000,000 per accident for bodily injury or disease.
- 30-day notice of intent to cancel, non-renew, or make material change in coverage.
- Waiver of Subrogation in favor of District (endorsement)
- City and the District, to the extent that it has any employees, will maintain Workers' Compensation as required by law for all its employees with limits not less than \$1,000,000 per occurrence.
- Neither Party's insurance shall be called upon to satisfy any claim for workers' compensation filed by an employee of the other Party. Each Party will provide the other with a Waiver of Subrogation endorsement for Workers Compensation.

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- Each Party also agrees to require all consultants, contractors and subcontractors engaged to work on this Project to carry the same Workers Compensation insurance limits and endorsements.

Primary & Non-contributory.

Coverage provided by the City shall be primary and any insurance or self-insurance procured or maintained by the District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the District before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

Severability of Interests (Cross-Liability).

A severability of interest provision must apply for all the Additional Insureds, ensuring that City of Fairfield's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.

Waiver of Subrogation. The City agrees to waive subrogation which any insurer of the City may acquire from the City by virtue of the payment of any loss.



FAIRFIELD FIRE DEPARTMENT First Responder Fee



EXHIBIT A
Effective Date
07/01/2023

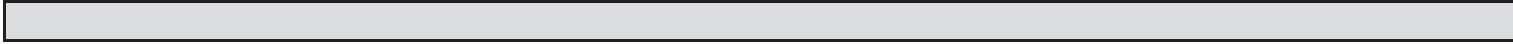


First Responder Fee: For each emergency incident, the city may charge a First Responder Fee to each person to whom the city provides medical emergency first responder services. The City Council shall establish the amount of the First Responder Fee by resolution. (Ordinance Number 2016-17)

All fees shall be adjusted annually effective July 1, by the percent change in the Consumer Price Index. "Consumer Price Index" means the average of the percent change in Consumer Price Index for Urban Clerical and Wage Earners, as reported by the Bureau of Labor Statistics or successor agency, from the December of the preceding calendar over the preceding December, for the San Francisco Bay Area, the Western Urban region, and the U.S. Cities indices.

FIRST RESPONDER FEE
Fully Burdened Hourly Rate
First Responder calls are facilitated by a 3-person engine/truck company (1 Hour Minimum)

\$502



Visit the City of Fairfield Fire Department's webpage at <http://www.fairfield.ca.gov/gov/depts/fire/firstresponderfee.asp> for more information and frequently asked questions.



**FAIRFIELD FIRE DEPARTMENT
Fire Prevention Division**



EXHIBIT B
Effective Date
07/01/2023

Building Plan Review: The fee for plan checking and inspection services performed by the Fire Prevention Division in connection with all work requiring a building permit, excluding one (1) and two (2) unit dwellings and minor residential remodels, shall be one-fourth (1/4) of the building permit fee.

All fees shall be adjusted annually effective July 1, starting July 2018, by the percent change in the Consumer Price Index. "Consumer Price Index" means the average of the percent change in Consumer Price Index for Urban Clerical and Wage Earners, as reported by the Bureau of Labor Statistics or successor agency, from the December of the preceding calendar over the preceding December, for the San Francisco Bay Area, the Western Urban region, and the U.S. Cities indices.

PLAN REVIEW & CONSTRUCTION INSPECTIONS		
#	Includes initial plan review, one (1) resubmittal, and normal field inspections <i>Excessive resubmittals/reinspections shall be billed at the established hourly rate (1 Hour Minimum)</i>	Fee
Fire Sprinkler Systems		
1	Fire Hydrant(s) Flow Test (per site)	\$863
2	Fire Sprinkler System - NFPA 13	
2.1	Base Fee - 1st 25 Heads	\$1,962
2.2	Base Fee + Each Additional (or portion of) 25 Heads	\$157
2.3	R2 Apartments/Condos Base Fee (per complex)	\$2,826
2.4	Base Fee + Each Unit R2 Apartments/Condos	\$235
3	Fire Pump (per pump)	\$1,727
4	Modification to Sprinkler System - NFPA 13	
4.1	Base Fee - 1st 25 Heads	\$706
4.2	Base Fee + Each Additional (or portion of) 25 Heads	\$157
5	Residential Sprinkler System	
5.1	Subdivision Model Homes - 13D (per unit)	\$863
5.2	Subdivision Production Homes & ADUs - 13D (per unit)	\$283
5.3	Single Family Home Base Fee	\$1,099
6	Fire Alarm Systems	
6.1	New Fire Alarm Systems < 25 devices	\$1,256
6.2	New Fire Alarm Systems > 25 - 75 devices	\$1,884
6.3	New Fire Alarm System > 75 devices	\$2,512
6.4	TI Fire Alarm System < 25 devices	\$1,099
6.5	TI Fire Alarm System > 25 devices	\$1,727
6.6	Dedicated Function Fire Alarm System <i>cell dialer changeout/upgrade, sprinkler monitoring, elevator recall, etc.</i>	\$628
7	Underground	
7.1	1 - 4 Hydrant/Riser	\$1,413
7.2	5 - 10 Hydrant/Riser	\$2,198
7.3	11 or More Hydrant/Riser	\$2,747

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PLAN REVIEW & CONSTRUCTION INSPECTIONS		
#	Includes initial plan review, one (1) resubmittal, and normal field inspections <i>Excessive resubmittals/reinspections shall be billed at the established hourly rate (1 Hour Minimum)</i>	Fee
Special Systems		
8		
8.1	Refrigeration System < 500 lb.	\$549
8.2	Refrigeration System ≥ 500 lb.	\$706
8.3	Spray Booth	\$471
8.4	Emergency Responder Radio Coverage	\$471
8.5	Smoke Evacuation	\$863
8.6	Solar Photovoltaic Systems (Commercial)	\$863
8.7	Solar Photovoltaic Systems (Residential)	\$549
8.8	Solar Photovoltaic Systems (Ground)	\$942
8.9	Clean Agent Extinguishing System or Equal (clean agent/industrial dry chemical systems)	\$1,256
Hood & Duct System (per system)		
9		
9.1	1 - 11 Flow Points	\$863
9.2	12 - 22 Flow Points	\$1,177
9.3	Each Additional 11 Flow Points	\$235
Tanks/HazMat		
10		
10.1	HazMat Tank Installation/Removal (Underground)	\$1,099
10.2	HazMat Tank Installation/Removal (Aboveground)	\$785
10.3	Propane Tank Installation/Removal (Aboveground)	\$628
10.4	Propane Tank Installation/Removal (Underground)	\$785
ANNUAL FIRE AND LIFE SAFETY INSPECTIONS		
#	Includes initial inspection plus one (1) reinspection <i>Excessive reinspections shall be billed at the established hourly rate (1 Hour Minimum)</i>	Fee
Occupancy Types		
A Occupancy - Assembly		
11		
11.1	0 - 10,000 sq ft	\$157
11.2	10,001 - 20,000 sq ft	\$314
11.3	20,001 - 40,000 sq ft	\$392
11.4	40,001 - 80,000 sq ft	\$471
11.5	80,001 - 120,000 sq ft	\$549
11.6	120,001 - 150,000 sq ft	\$706
11.7	150,001 sq ft or more	\$863
B/M/U Occupancy - Business/Mercantile/Utility (ie Garage/Carport)		
12		
12.1	0 - 10,000 sq ft	\$157
12.2	10,001 - 20,000 sq ft	\$314
12.3	20,001 - 40,000 sq ft	\$392
12.4	40,001 - 80,000 sq ft	\$471
12.5	80,001 - 120,000 sq ft	\$549
12.6	120,001 - 150,000 sq ft	\$706
12.7	150,001 sq ft or more	\$863

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ANNUAL FIRE AND LIFE SAFETY INSPECTIONS		
#	Includes initial inspection plus one (1) reinspection <i>Excessive reinspections shall be billed at the established hourly rate (1 Hour Minimum)</i>	Fee
13	Schools	
13.1	1 - 99 Students	\$549
13.2	100 - 199 Students	\$628
13.3	200 or More Students	\$863
14	Commercial Day Care E3/Adult Day Care I4	
14.1	7 to 49 Persons	\$628
14.2	50 - 149 Persons	\$706
14.3	150 Persons or More	\$785
15	F & H Occupancies - Industrial/Manufacturing	
15.1	0 - 5,000 sq ft	\$314
15.2	5,001 - 10,000 sq ft	\$392
15.3	10,001 - 20,000 sq ft	\$471
15.4	20,001 - 40,000 sq ft	\$549
15.5	40,001 - 80,000 sq ft	\$628
15.6	80,001 - 120,000 sq ft	\$706
15.7	120,001 - 150,000 sq ft	\$863
15.8	150,001 sq ft or more	\$1,020
16	I - Hospitals & Detention Facilities	\$1,491
17	R1/R2 Occupancy - Residential	
17.1	1 - 4 Units	\$392
17.2	5 - 25 Units	\$471
17.3	26 - 100 Units	\$549
17.4	101 - 300 Units	\$628
17.5	301 and More Units	\$706
18	Residential Day Care	
18.1	Large Family Day Care R3 Annual: 7 -14 persons	\$392
18.2	Family Day Care License Pre-Inspection	\$471
19	Residential Care Facility	
19.1	State License Pre-Inspection Request	\$628
19.2	1 - 6 Units	\$549
19.3	7 - 25 Units	\$706
19.4	26 - 100 Units	\$863
19.5	101 - 300 Units	\$1,020
19.6	301 and More Units	\$1,334
20	Skilled Nursing Facility	
20.1	7 - 25 Units	\$549
20.2	26 - 100 Units	\$628
20.3	101 - 300 Units	\$706
20.4	301 and More Units	\$863

Agenda Item 9.A – LAFCO Proj. 2023-20 City of Fairfield/Cordelia Fire Contract

ANNUAL FIRE AND LIFE SAFETY INSPECTIONS		
#	Includes initial inspection plus one (1) reinspection <i>Excessive reinspections shall be billed at the established hourly rate (1 Hour Minimum)</i>	Fee
21	S Occupancies - Warehouse/Storage Facility/Repair Garages	
21.1	0 - 5,000 sq ft	\$314
21.2	5,001 - 10,000 sq ft	\$392
21.3	10,001 - 20,000 sq ft	\$471
21.4	20,001 - 40,000 sq ft	\$549
21.5	40,001 - 80,000 sq ft	\$628
21.6	80,001 - 120,000 sq ft	\$706
21.7	120,001 - 150,000 sq ft	\$863
21.8	150,001 sq ft or more	\$942
22	Mid-Rise Inspection (4 - 6 stories)	\$863
FIRE CODE PERMITS		
#	Includes review and inspection for each permit type	Fee
23	Places of Assembly	
23.1	50 - 99 Persons	\$628
23.2	100 - 299 Persons	\$706
23.3	300 or More Persons	\$863
24	Aerosol Products (per 500 lbs)	\$706
25	Amusement Buildings	\$785
26	Carnivals, Fairs, and Special Events	\$1,099
27	Combustible Dust Producing Operations	\$785
28	Combustible Fibers	\$549
29	Compressed Gases	\$549
30	Covered Malls	\$1,727
31	Cryogenic Fluids	\$706
32	Cutting and Welding	\$471
33	Dry Cleaning Plants	\$706
34	Exhibit and Trade Shows	\$785
35	Explosives or Blasting Agents	\$1,099
36	Flammable and Combustible Liquids	\$549
37	Fumigation and Insecticidal Fogging	\$392
38	Hazardous Materials	\$706
39	High Piled Storage	
39.1	500 - 10,000 sq ft	\$549
39.2	10,001 - 20,000 sq ft	\$706
39.3	20,001 - 50,000 sq ft	\$942
39.4	> 50,000 sq ft area - base fee	\$1,099
39.5	Each Additonal 1 - 10,000 sq ft	\$78
40	HPM Facilities	\$1,177
41	Hot Work Operations	\$392
42	Industrial Ovens	\$706
43	LP Gas Storage/Exchange	\$471

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FIRE CODE PERMITS		
#	Includes review and inspection for each permit type	Fee
44	Compressed Gases - Hazardous	\$628
45	Compressed Gases - Medical	\$392
46	Lumber Yards & Woodworking Plants	\$785
47	Miscellaneous Combustible Storage	\$471
48	Open Flames & Candles	\$314
49	Organic Coatings	\$785
50	Private Hydrants	\$471
51	Proxylin Plastics	\$785
52	Pyrotechnic Special Effects	\$785
53	Refrigeration Equipment	\$785
54	Repair Garage or Motor Fuel Dispensing	\$392
55	Spraying or Dipping	\$471
56	Storage of Scrap Tires	\$785
57	Waste Handling	\$785
58	Additional Permits as Authorized by Fire Code - Hourly Rate (1 Hour Minimum)	\$314
59	Temporary Membrane Structures/Tents	
59.1	400 - 3,000 sq ft	\$392
59.2	3,001 - 10,000 sq ft	\$471
59.3	10,001 or more sq ft	\$628
60	Wood Products	\$628
61	Open Burning (as approved)	\$392
62	Holiday Tree Lots	\$472
MISCELLANEOUS FEES, REVIEWS, AND INSPECTIONS		
#		Fee
63	Alternative Method Request/Deferred Submittal Request	\$549
64	Cell Tower (outside roof, pole, etc)	\$314
65	Design Review/Consultation Meeting - Hourly Rate (1/2 Hour Minimum)	\$157
66	Evacuation Plan Review/Fire Drill Monitoring	\$314
67	File Search (providing research, etc)	\$235
68	New Business Inspection	\$392
69	Haunted House	\$628
70	Perimeter Fencing/Gates Plan Review	\$706
71	Hydrants Review	\$471
72	Single Family Dwelling Review	\$392
73	Public Schools Site Review	\$392
74	County Projects Review	\$392
75	Over-the-Counter Plan Review - Hourly Rate (1 Hour Minimum - <i>Small Projects When Approved</i>)	\$314
76	Overtime Inspection/Review - After Normal Office Hours (2 Hour Minimum)	\$628

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MISCELLANEOUS FEES, REVIEWS, AND INSPECTIONS		Fee
77	Plan Rechecks - Hourly Rate (1 Hour Minimum) <i>Includes as built and excessive plan resubmittals/field inspections</i>	\$314
78	Expedited Plan Review <i>In addition to normal fee</i>	\$706
79	Special Requests or Uncategorized - Hourly Rate (1 Hour Minimum)	\$314
80	Investigation of Construction without a Permit (2 Hour Minimum)	\$628
81	Weed Abatement - Hourly Rate (1 Hour Minimum)	\$314
ADMINISTRATIVE FEES		Fee
82	Per Page Fee (per California Public Records Act)	\$0.10
83	File Review - Hourly Rate (to be prorated to the nearest quarter hour)	\$314
84	Fire Prevention Personnel - Hourly Rate (to be prorated to the nearest quarter hour)	\$314
ADMINISTRATIVE CITATION PROGRAM		Fee
85	1st Citation	\$130
86	2nd Citation	\$260
87	3rd Citation	\$651
88	Administration - Hourly Rate (Non-Compliance Administrative Action)	\$314

Agenda Item 9.A – LAFCO Proj. 2023-20 City of Fairfield/Cordelia Fire Contract

ATTACHMENT B

City of Fairfield Resolution 2024-41

CITY OF FAIRFIELD

RESOLUTION NO. 2024-41

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AUTHORIZING THE CITY MANAGER AND THE FIRE DEPARTMENT TO APPLY THROUGH THE SOLANO LOCAL AGENCY FORMATION COMMISSION (LAFCO) FOR A LONG-TERM SERVICE AGREEMENT WITH THE CORDELIA FIRE PROTECTION DISTRICT

WHEREAS, the Cordelia Fire Protection District (CFPD) is no longer able to provide 24/7 emergency response coverage to its jurisdiction; and

WHEREAS, since January 2023, the CFPD has had no remaining firefighters (either paid or unpaid) on staff; and

WHEREAS, pursuant to Resolution No. 2022-268, the City of Fairfield and CFPD have an active short-term MOU, by which the City of Fairfield has been providing limited emergency response services to the CFPD for over a year pursuant to Government Code Section 56133; and

WHEREAS, the Fairfield Fire Department and CFPD have been working collaboratively for over 18 months to meet the Solano LAFCO application requirements and reach a long-term agreement that meets the needs of both agencies pursuant to Government Code Section 56134; and

WHEREAS, on October 21, 2023, the CFPD held a Special Meeting of their Board of Directors approving the long-term contract presented by the City of Fairfield (Resolution No. 2023-10); and

WHEREAS, on November 1st, 2023, City Manager David Gassaway executed the long-term contract with CFPD; and

WHEREAS, pursuant to Government Code Section 56134(d)(1), on January 19th, 2024, the City provided the requisite 30 days' notice of the proposed application to the CFPD, Solano Napa County Professional Firefighters IAFF Local 1186, and Solano County.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City Council hereby directs the Fire Department to apply through Solano LAFCO to enter into a long-term contract for service with the CFPD pursuant to Government Code Section 56134.

Section 2. The city manager and fire chief are hereby authorized to do all things necessary and proper to implement this resolution to implement a long-term agreement if granted approval by Solano LAFCO.

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RES. NO. 2024-41

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PASSED AND ADOPTED this 20th day of February 2024, by the following vote:

AYES: MEMBERS: MOY/BERTANI/CARR/PANDURO/TONNESEN/VACCARO/WILLIAMS
NONE

NOES: MEMBERS: _____
NONE

ABSENT: MEMBERS: _____
NONE

ABSTAIN: MEMBERS: _____
Carly M. M

MAYOR

ATTEST:

Karen L. Rees
CITY CLERK

ATTACHMENT C

City of Fairfield's Plan for Service with Cordelia Fire Protection District



City of **Fairfield, CA**

Plan For Service **Contractual Fire Services Agreement with** **Cordelia Fire Protection District**



Prepared October 2023

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Executive Summary

Conversations regarding the Fairfield Fire Department (FFD) taking over fire protection and emergency medical services to the Cordelia Fire Protection District (CFPD) service area began in 2019. Through the transition of fire chiefs for both departments, conversations with District board members, and communication with the City of Fairfield council members, a plan for transitioning service came to fruition.

In the summer of 2022, consulting firm Stone Municipal Group was contracted to conduct a fiscal analysis and review of the service plan in accordance with Local Agency Formation Commission (LAFCO) requirements for a long-term contract for service (CA Government Code 56134). While the study was underway, the City of Fairfield received LAFCO approval to enter into a short-term contract for service with CFPD on the grounds that the district was facing a public health and safety emergency (CA Government Code 56133).

Background information related to the contract for service:

- Over the last several years, it has become increasingly challenging for CFPD to adequately service its response area with its limited budget (personnel, command staff, apparatus, equipment, training, facilities, etc)
- FFD already responded automatic or mutual aid to a portion of calls in the CFPD
- FFD added a 7th company (June 2022) in the district bordering CFPD and is in the design phase of a 6th fire station which will be built in that area (projected opening in 2025) and further improve response times in CFPD's jurisdiction
- The contract will elevate service levels to the citizens of the CFPD, providing for the full range of service offered by FFD

The proposal for a long-term out-of-area fire protection contract with services to be provided by FFD will limit CFPD operations, remaining intact only as a board and fiscal body. The CFPD faces a dire health emergency and the contract, as described throughout this service plan, will vastly improve fire, rescue, and emergency medical services in the CFPD. Additionally, fire prevention, public education, and administrative support functions will be improved and delivered in a consistent manner throughout the proposed service area.

Background and Setting

Legal Context

Applicable Law

This application is being submitted pursuant to the Cortese-Knox-Hertzberg Act, Government Code section 56000 et seq. This application is submitted by the Fairfield Fire Chief on behalf of the Fairfield City Council under Government Code section 56134.

Environmental Documentation

The proposed contract is Categorically Exempt from CEQA pursuant to 14 CCR 15320. Class 20 consists of changes in the organization or reorganization of local governmental agencies where the changes do not change the geographical area in which previously existing powers are exercised.

Summary of Proposed Contract

As agreed by the two agencies and indicated in the Resolution of Application, the City of Fairfield Fire Department proposes to provide fire protection services to the Cordelia Fire Protection District, in the entirety of its jurisdiction, through a contract for services. The Cordelia Fire Protection District will remain as the governing board.

Proposed Contract Conditions

1. Provider Agency. Upon and after the effective date of the contract and LAFCO's approval, the City of Fairfield Fire Department will be the provider of all fire, rescue, emergency medical responses, as well as all fire prevention and fire administration for the Cordelia Fire Protection District.
2. Employees. From and after the Contract Effective Date, no employees of Cordelia Fire Protection District shall become employees of the City of Fairfield Fire Department as a result of this agreement.
3. Duties. FFD, under contract with the Cordelia Fire Protection District, shall function under and carry out all authorized duties and responsibilities assigned to a city fire department and other applicable laws within the CFPD response area (unincorporated Solano County).
4. Service Demand. As of January 2023, the CFPD has lost all employees to neighboring agencies and has contracted with FFD for service, limited to emergency response. Station 31 (Cordelia) has already closed and operations for CFPD have ceased. With a long-term contract for service, CFPD will have access to all City of Fairfield Fire Department resources, the CFPD will primarily be served by Station 35 (Cordelia) and upon opening in 2025, Station 36 (Green Valley).

History of the Affected Agencies

Fairfield Fire Department

The Fairfield Fire Department serves the City of Fairfield, California and other areas within Solano County via mutual and automatic aid agreements. The population of Fairfield was last reported to be 118,498 with the county having a population of 453,397. The land area of Fairfield is 40 square miles and Solano County is 909 square miles. Fairfield Fire’s jurisdiction is 4% agricultural, 30% commercial, and 66% residential. The assessed property value of the City of Fairfield is \$16.45 billion. The General Fund operating budget for Fairfield Fire was \$27,468,862 in FY 2022/2023¹.

Governance

The seven-member elected Fairfield City Council serves as Fairfield’s governing body. The Council oversees the City Manager, who in turn oversees the Fire Chief. The City Council adopts the Fire Department budget biennially and the Fire Chief is responsible for oversight of day-to-day operations spanning all six divisions.

Department Services

Fairfield Fire is a full-service fire department offering medical aid (including advanced life support), building/vehicle fire suppression, wildfire suppression, fire alarm response, hazardous materials response, fire prevention services, and more. Fairfield Fire operates five fire stations and seven companies (35, 37, 39, 40, and 41), with a sixth station (Station 36) set to open in 2025. The staff for Station 36 has already been hired and deployed. The 7th company currently operates out of Station 35 as a dual house while Station 36 is completed.

In 2022, FFD responded to more than 16,000 calls with an average of nearly 44 calls per day. In 2021, following an out of cycle review requested by the Fairfield fire chief, FFD’s ISO rating improved an entire class level from a 3 up to a 2. The rating improvement largely stemmed from score increases under the categories of prevention, training, and fleet- all of which had recent enhancements driven by budget prioritization.

Ambulance Transport

Ambulance service is provided to Fairfield and the CFPD by Medic Ambulance Inc and as such, there will be no change as a result of this agreement. With that said, all FFD firefighters are licensed paramedics and ride along on hospital transfers when necessary for continuity of patient care. This service will be extended to Cordelia when the transition takes effect.

Communications

The Fairfield dispatch center is run by the police department. There are not expected to be significant changes to communications operations with the contract for service, which represents net new call volume of less than two per day. Due to immediate need and state of emergency,

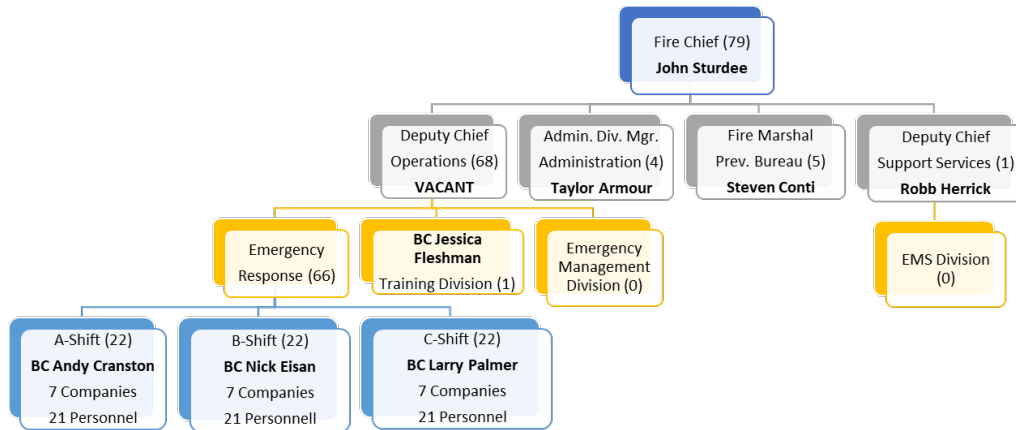
¹ Fiscal Year 2022/2023 is referenced as a more direct comparison for operational statistics reflected in 2022 and is what was used at the time that the Independent Fiscal Analysis was conducted

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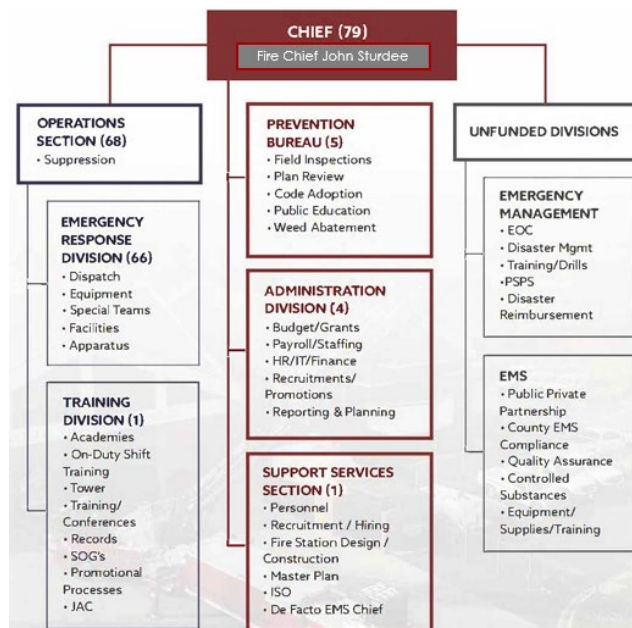
Fairfield began dispatching for CFPD on September 1st, 2022, following frequent requests for assistance. For ease of operations and as a result of the circumstances, Fairfield agreed to take on this function in advance of a contract for service.

Fairfield Fire Department Organizational Structure

Fairfield Fire currently maintains 79 funded positions across all divisions. The figure below illustrates current position control for the Fairfield Fire Department, last updated on July 1st, 2023.



Additionally, the chart below further shows the breakdown of divisions and areas of responsibility. The Fire Chief and division heads oversee Emergency Response, Training, Prevention, Administration, Emergency Management, and EMS.



Source: City of Fairfield Fire Department 2021 Annual Report
(Note: Current FY2024 Full-time Equivalent count remains at 79)

Cordelia Fire Protection District

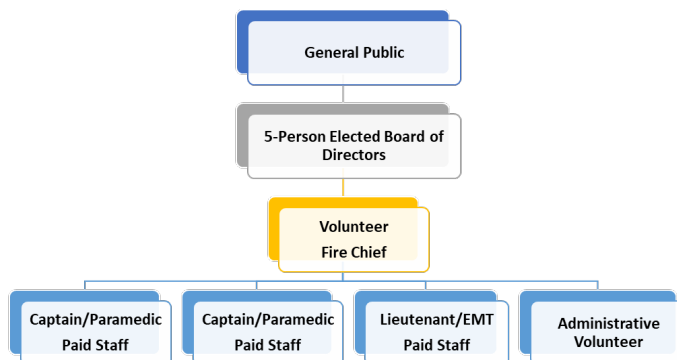
The Cordelia Fire Protection District (CFPD) was most recently led by a volunteer Fire Chief. Services that the district provided diminished over the last few years as financial, staffing, and volunteer challenges negatively impacted the district. With the departure of their last paid employee, as of January 2023, CFPD lost the ability to even provide basic life support (BLS) medical response and light fire response. Since September 2022 CFPD was only able to provide four days of limited coverage per week (with Fairfield providing coverage on Fridays, Saturdays and Sundays) from Station 31 (Cordelia). Despite operations coming to an end, Cordelia still owns a dozen firefighting vehicles/apparatus as well as a cache of equipment, which will be appraised and sold as a result of this service change.

CFPD provides limited fire prevention plan review services via third party contracts and does not have any prevention personnel on staff.

CFPD’s Organizational Structure

The Cordelia Fire Protection District has been providing fire and emergency medical services to Green Valley, Rockville, Cordelia, and lower Suisun Valley since 1918. The district is governed by a five-member board of directors elected by residents. Board members serve 4-year terms. While a paid position in the past, due to financial restraints, the most recent fire chief was an unpaid volunteer for many years. At the time of this report, CFPD has no remaining paid or volunteer firefighters on staff and the department does not perform emergency response in any capacity.

The organizational chart displayed below reflects how Cordelia Fire Protection District was operating in early 2022, prior to steadily losing their paid personnel and seeking a contract for service.



Proposed Contract Territory Description

Population

The population of CFPD is approximately 7,000 residents and spans roughly 56 square miles.

Topography

The contract area contains marshland, suburban, and rural service areas. The topography spectrum

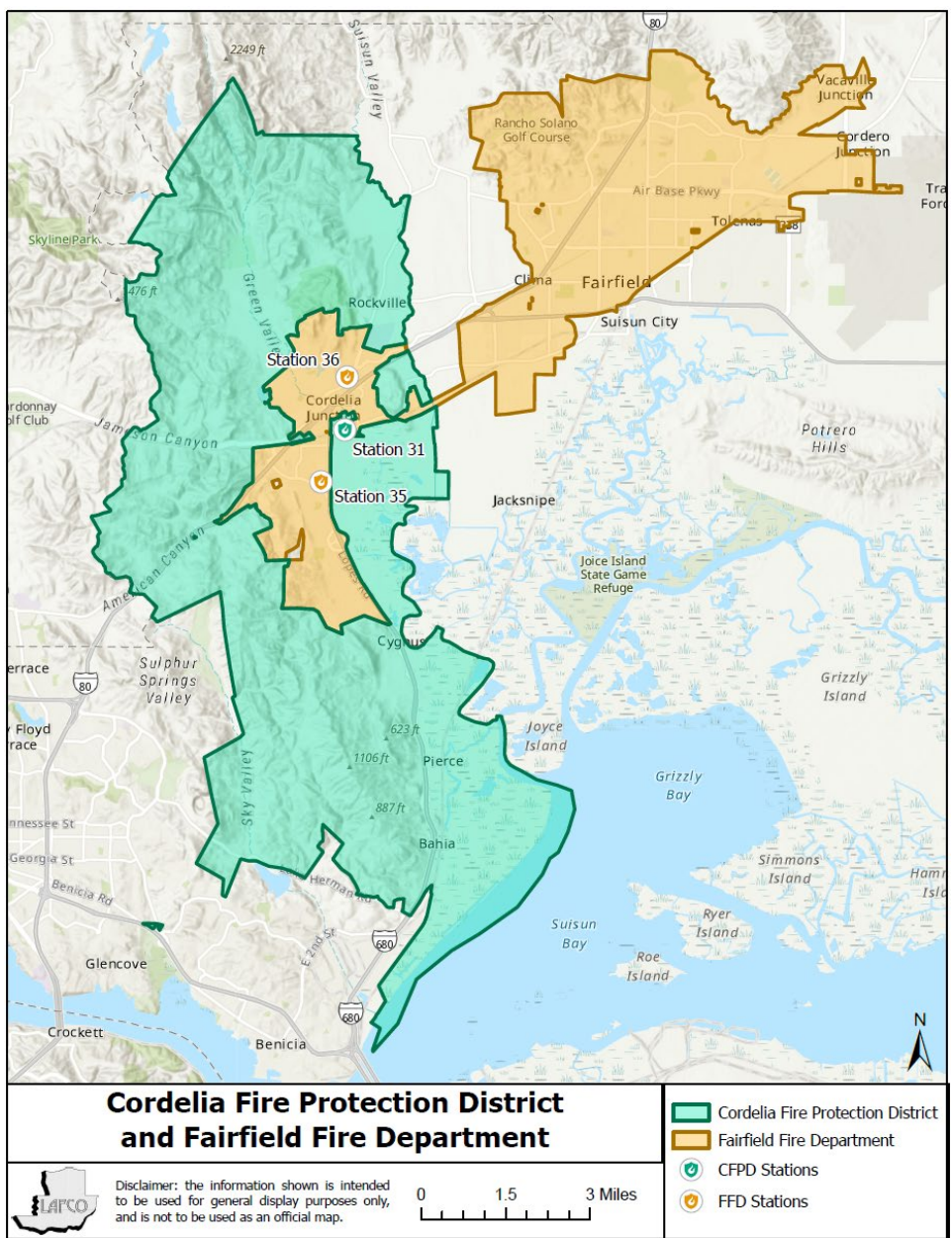
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includes flat suburban/rural environments as well as steep and wooded wildland-urban interface (WUI) areas in the Green Valley highlands bordering Napa County. The topography is mostly typical of that found throughout unincorporated areas of Solano County.

Boundaries

The following image shows the proposed contract area which consists of the boundaries of the Cordelia Fire Protection District and its location compared to the City’s boundaries. The contract for service would be for 100% of the area within CFPD’s jurisdictional boundaries as viewed below. Upon the effective date of the contract for services, Fairfield Fire Department’s coverage area will more than double, however, the CFPD response area is sparsely populated.

Contract Area



Justification

Enhanced Service Levels

As of January 2023, the Cordelia Fire Protection District has lost all paid employees to neighboring jurisdictions and has ceased to offer emergency response services. Rather, the CFPD has contracted with the City of Fairfield Fire Department in the interim to provide service limited to emergency response and continues to outsource fire prevention services.

While CFPD was operating, it offered only BLS response with fewer and less experienced personnel using aging equipment, apparatus, and facilities. Due to financial constraints, CFPD offered little to no training for its paid personnel and had minimal auxiliary function or programming typical of a professional fire department in the bay area or Solano County.

Effective at time of contract with FFD, service levels to constituents of the district will be drastically enhanced. The Fairfield Fire Department has six functioning divisions with 79 paid full-time positions: Emergency Response, Administration, Prevention, Training, Emergency Management, and EMS (ALS). FFD deploys seven companies (6 engines plus 1 truck, all 3-0 staffed and a battalion chief) and has minimum staffing of 22 professional personnel 24/7. From the Fire Chief down, every firefighter is a licensed paramedic.

Key Service Level Comparisons	Fairfield Fire Department	Cordelia Fire Protection District
Call Volume	16,051	625***
Average Response Time	5:40	7:31
Staffed ALS Units	7	0
Paid Full-Time Paramedics	79	0
Crew Composition*	(1) Fire Captain (1) Fire Engineer (1) Firefighter/Paramedic	(1) Captain/Paramedic OR (1) Lieutenant/EMT (2) Resident Volunteers
% of Crew with Paramedic License	100%	0 – 33%
Deployment Model	5 Stations 7 Crews 22** – Minimum Staffing	1 Station 1 Crew 3 – Minimum Staffing

*CFPD was limited to Basic Life Support (BLS) services

**Includes shift Battalion Chief

***Of CFPD’s 625 calls, it is estimated that Fairfield responded via mutual aid to 183 of those calls

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Station 35 (Cordelia) currently houses two companies which are best positioned for response in CFPD. By the end of 2025, FFD's Station 36 (Green Valley) is slated to open and one of the two companies at Station 35 will shift to Station 36, allowing for further improved response times to CFPD. For a portion of CFPD, Station 36 will generate a faster response than CFPD's current location at Station 31 (Cordelia). FFD's current average response time is under 6 minutes, while CFPD's average response time is 7.5 minutes.

Additional enhancements will include access to specialized rescue and firefighting resources not currently provided directly to the CFPD. These include teams of trained personnel in USAR, investigations, and hazardous materials specialties. FFD has a robust and well-funded training program run by a dedicated battalion chief, which includes access to a variety of fire props as well as a multi-story training tower. FFD also has a funded vehicle replacement schedule to ensure apparatus are maintained and transitioned to second life when appropriate. CFPD residents will not only gain quality service through highly trained professional firefighter/paramedics, but will also benefit from FFD's modern technology and equipment complement.

Fire prevention service will be enhanced beyond the current level of service being provided by the CFPD. FFD has a fire marshal, assistant fire marshal, an in-house plans examiner and two full-time fire inspector positions. Comprehensive community risk reduction, code enforcement, plan review and new construction inspections, and development planning will be provided by full-time personnel. Public education and outreach efforts will be provided by a blend of suppression and prevention staff to perform this important service.

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Plan and Description of Services

Extended Service

The City of Fairfield Fire Department is prepared to serve the Cordelia Fire Protection District. The level of service provided in the Cordelia Fire Protection District will be consistent with all current City practices, policies, and standards for fire, rescue, and emergency medical services, as well as fire prevention, fire administration, fire investigation, emergency management, and training. The contract for service is to be all-encompassing. The CFPD residents will enjoy the full force of the Fairfield Fire Department.

Cost to Provide Fire Protection Services

The anticipated payments from CFPD to the City represent a significant augmentation to the City's Fire Department budget. The City of Fairfield is not adding staffing, apparatus, or equipment in order to take on the service described in the agreement. As such, the direct cost for the City to take on the additional service level for CFPD is de-minimis (estimated at < \$25,000) when considering the additional call volume translates to roughly 1.5 calls per day in relation to the 44 calls per day for the City. As noted in the attached Independent Fiscal Analysis (Application Item 11B: Costs of providing services, pg. 10), there would be some added cost for fuel, equipment wear and tear, and fire service supplies used to execute the fire services contract; but the City believes these nominal costs would be offset by extending its First Responder Fee to the CFPD, which is projected to bring the City an additional \$13,000 per year in added revenue.

The Independent Fiscal Analysis represents a snapshot in time and was prepared using estimates, calculations, and management plans that were available during July 2022-January 2023 for use in addressing the fiscal requirements of this LAFCO Application. In addition, the fiscal analysis was also used to evaluate the existing and projected 'cost-per-call' for the City of Fairfield before and after extending service to Cordelia. This cost-per-call data was then used to assign an estimated annual cost to the CFPD contract, which formed the basis of the guaranteed minimum payments for Years 1-4 of the contract (see Independent Fiscal Analysis Page 12). While the estimated annual costs for Years 1-4 range from \$686,000 to \$761,000, it is important to recognize that the assigned costs represent an allocation of the *existing* City Fire Department budget for the services to be provided to CFPD rather than any additional cost to the City. In fact, the payments from CFPD to the City represent a significant augmentation to the City's Fire Department budget.

Contract Cost & Financing

The cost to the CFPD for services provided by the City Fire Department is based on the contract terms. With similarities to two other long-standing contracts for service in Solano County (Dixon FPD & East Vallejo FPD), the City of Fairfield and Cordelia Fire Protection District have agreed on a graduated "percentage of gross recurring revenue" financing model. The gross recurring revenue refers to the revenue that CFPD receives through Property Tax and Measure I Special Tax as provided in the table below:

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Joint Exercise of Powers Agreement Terms – City of Fairfield & Cordelia Fire Protection District

A	Fiscal Year Term	Year 1	Year2	Year3	Year4	Year 5-8
B	Annual Payment Equal to Percentage of District Recurring Property Tax and Measure I	91%	91%	92.5%	92.5%	95.0%
C	Minimum Annual Payment Amount	\$698,206	\$712,170	\$738,387	\$753,155	n/a

As noted in the table, after Year 4 there are no longer guaranteed minimum payments. The annual service cost going forward will be based solely on a percentage of recurring property tax and Measure I revenue collected by CFPD; therefore, there will be no additional costs to the CFPD residents.

The cost to customers in the affected territory is unchanged, as the contract is being financed using existing CFPD revenue streams and is further supported by their existing and unrestricted Fund Balance (see Updated Fiscal Analysis) as well as the future sale of property and assets.

Contract Alternatives for CFPD

The district receives most of its recurring revenue from property taxes and a per parcel special tax on properties in the district. The district will be shifting its resources to a contract for service rather than paying for payroll and other costs associated with day-to-day operations. Without an agreement with the City of Fairfield, the CFPD would either have to contract with another local emergency response provider (none are more geographically appropriate than Fairfield) or the CFPD would have to start from the ground up, hiring new personnel. Both alternatives result in lesser services to district customers (Suisun Fire Protection District would be the alternative geographically but Fairfield’s service delivery is far superior), while the costs to reestablish operations and address deferred maintenance would likely far exceed CFPD’s available budget.

The contract value to the City of Fairfield will increase over time as costs to the district reduce and revenue increases via planned development in the district (Middle Green Valley). Finally, the contract will not alter or negatively affect other municipal services provided by the City of Fairfield.

Current Service Delivery Levels

Service and Staffing Overview

As of January 2023, the CFPD has lost its ability to provide emergency response coverage in-house. With LAFCO approval and to ensure no lapse of coverage, CFPD had the foresight to enter into a short-term agreement with the City of Fairfield Fire Department to provide emergency response to its constituents. Medic Ambulance Inc is currently the emergency transport provided for Fairfield and CFPD, so there is no change to transport services as a result the contract. An

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overview of services provided and description of staffing levels for each of the subject departments was detailed in the *History of Affected Agencies* section.

Dispatch/Communications

Due to immediate need and dire state of emergency, Fairfield began dispatching for Cordelia on September 1st, 2022, following frequent requests for assistance. For ease of operations and as a result of the circumstances, Fairfield agreed to take on this function in advance of any contract for service. The Fairfield dispatch center runs out of the Fairfield Police Department, last year they dispatched over 15,000 calls for FFD. The net impact on dispatch for CFPD is expected to be less than roughly two calls per day.

Level of Demand

Total 911 Call Volume – Cordelia Fire Protection District

The CFPD responded to 591 incidents within its district in 2022, and had a total of 625 responses in 2022. Responses outside the jurisdiction for automatic or mutual aid accounts for the difference in totals.

Cordelia Fire Protection District Responses		
Year	CFPD Responses within City limits	Total CFPD Responses
2019	46	803
2020	42	678
2021	38	686
2022	34	625

Of the 625 calls that CFPD responded to in 2022, the Fairfield Fire Department responded to an estimated 183 via mutual aid agreements. The incremental impact of CFPD demand on Fairfield is expected to average less than two calls per day.

Response Times

The CFPD had an average response time, as calculated from the time of notification at the fire station to arrival at scene, of 7 minutes and 31 seconds in 2022 for all calls within the district limits.

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CFPD Response Times		
Year	Average	90%
2019	7:41	9:13
2020	7:23	8:52
2021	7:16	8:37
2022	7:31	8:41

At the time of this report, CFPD has lost its last remaining paid firefighter and volunteer fire chief. The City of Fairfield is dispatching 100% of their incoming 911 calls and is providing emergency response coverage under a short-term agreement. Prior to summer 2022, FFD responded auto or mutual aid to roughly 1/3 of incidents occurring in CFPD.

A long-term contract for service with FFD will greatly enhance service quality and provide for an effective firefighting force. The future Station 36 (Green Valley) will shave minutes off response time to the Green Valley area when compared to existing CFPD Station 31 (Cordelia).

Cordelia Fire Protection District Facilities & Apparatus

The CFPD currently owns one fire station with deferred maintenance and has a modest fleet. The CFPD has no replacement schedules for its property, nor the funds to support increasingly costly maintenance. Operations from Station 31 (Cordelia) ceased in January 2023, while operations from Station 29 (Green Valley) ceased many years ago. Fairfield assumed full responsibility for emergency response in the district on January 4th, 2023.

The Fairfield Fire Department currently deploys two companies in the district adjacent to CFPD. By 2025, Station 36 (Green Valley) will be open and FFD will be even better positioned to serve the district.

Fairfield Fire Department Facilities & Apparatus

The Fairfield Fire Department has a substantial fleet of frontline engines (Type I, II, and V), an aerial apparatus, command and support vehicles. Additionally, FFD has a fleet of reserve, or spare, apparatus and additional engines available should frontline units be placed out of service for maintenance or participation on out-of-county assignments.

The FFD fleet is maintained on site by the City’s Fleet Division (Public Works Department) which includes mechanics who are trained and certified to work on fire apparatus. The Fleet Manager, along with FFD’s Deputy Chief of Operations and Administration Division Manager, manage the vehicle replacement schedule and make purchasing recommendations to the Fire Chief.

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Apparatus	Engines ^A	Aerials	Ambulances	Tenders	Wildland ^B	Other
Fairfield Fire	6	1	0	1	6	13
^A Includes Type I only. ^B Includes Type III & V.						

Automatic and Mutual Aid

The CFPD previously had auto and mutual aid agreements with FFD, however, under the agreement, CFPD’s jurisdiction will become part of FFD’s response area. Additionally, local and statewide mutual aid is provided under local agreement or under the California Master Mutual Aid Agreement and will continue to be provided by FFD under this contract.

Proposed Service Delivery Plan

Service Overview

The City of Fairfield Fire Department will provide fire, rescue, and first responder emergency medical services, including special operations capabilities, to Cordelia Fire Protection District in a manner consistent with services provided in the City of Fairfield. Full-time and full-service fire prevention services, along with internal apparatus, equipment, and fleet maintenance programs, administrative and support services will be provided. The district will also benefit from training and emergency management support provided by FFD. Service level enhancement to the district residents will be realized immediately upon execution and LAFCO approval of the proposed agreement.

Staffing

Additional firefighters are not necessary to carry out the requirements under the proposed agreement. The City of Fairfield’s addition of a 7th engine company in June 2022 has expanded FFD’s capacity to serve CFPD under this agreement. Similarly, FFD’s existing fire prevention, administration, training, emergency management, and EMS resources will also benefit the CFPD under the terms outlined in the contract. The International Association of Firefighters (IAFF) Local 1186 has been noticed and provided with an executed copy of the long-term agreement per Government Code 51634.

Dispatch/Communications

Dispatch for CFPD was previously run through Solano County Communications Center, however, effective September 2022, the City of Fairfield took over 100% of dispatch for CFPD. No additional changes would result from the proposed contract.

Level of Demand

It is anticipated that immediately following the effective date of the contract, demand for services, as defined by calls for service, would total the sum of the existing demand in the two service areas (City and District). In subsequent years, based on planned development in the district (Middle Green Valley), it is expected that there will be a slight increase in demand within the district.

Response Times

Average response times in CFPD are likely to improve with the opening of Station 36, which is more centrally located to the most densely populated portion of the expansive district. Response times aside, the CFPD was only able to respond four out of every seven days in the last few months of 2022 without relying on Fairfield to respond on their behalf. Additionally, Fairfield offers ALS response and is staffed entirely with licensed paramedics, while CFPD was limited to BLS response.

Automatic and Mutual Aid

The Fairfield Fire Department will continue to support automatic and mutual aid commitments at the local level. The ability to respond to regional and statewide mutual aid is not impacted by the proposed agreement.

Public Outreach/Education

Public education and public information services to the district would be provided by a blend of prevention and administrative staff already employed by the Fairfield Fire Department.

Fire Prevention

FFD has a staffed prevention bureau which was re-established in 2017. The bureau provides annual inspections in compliance with state mandated inspection programs, high hazard occupancy inspections, fire code operational permit inspections, new construction plan review and inspections, fire sprinkler and fire alarm plan review and inspections, and specialized code enforcement inspections.

New construction plan submittals and plan review services are provided at FFD's administrative office at the City of Fairfield Civic Center (downtown Fairfield). As with all other agencies, the fire prevention staff coordinate with the City's Building Division (Community Development) staff for plan reviews and field inspections related to new construction. Since the district is in the unincorporated part of the county, coordination with relevant divisions of Solano County will be necessary.

Annual occupancy inspections for compliance with state mandated programs will be performed by FFD prevention staff. Non-mandated occupancy inspections will be performed in accordance with current FFD practices. Additional inspections, such as those that may be required for issuance of city business license permits, will be coordinated with various City and County

departments as needed.

The district is in need of a community risk reduction assessment and plan, particularly as it relates to vegetation management. Based on the assessment and plan, FFD will implement and manage abatement processes, inspections and recommendations for hazard reduction/abatement and wildfire mitigation over time. The City will coordinate with the district on potential wildland fire mitigation grants that may be available to the district. FFD will not interfere with mitigation grants previously awarded to the district.

Fire Code Adoption

The City of Fairfield adopts a fire code with amendments every three years (most recently for January 2023). FFD's Fire Marshal will ensure appropriate codes are enforced in the district in accordance with fire code adopted by the district.

Administration

Support function for all divisions of FFD fall under Administration. This division manages FFD's budget, accounts payable/receivable, payroll, staffing, grants, other funding opportunities, inter- and intra-departmental relationships, and the majority of day-to-day IT, Finance, legal and Human Resources interaction. The district would receive all benefits associated with FFD obtaining new equipment and apparatus. The division will provide administrative support to CFPD as it makes its transition under the long-term agreement, for example, serving as a physical mailing address to accept mail and processing bills.

EMS

100% of Fairfield firefighters are licensed paramedics, from the Fire Chief down. FFD provides ALS coverage and will have a firefighter ride along for transport with Medic Ambulance Inc when deemed necessary for continuity of patient care. FFD has modern EMS equipment such as automated CPR devices and heart monitors on every frontline apparatus to offer the best chance of survival for patients.

Maintenance

FFD is fortunate to have the dedication and oversight of the City's Fleet Manager and Supervisor (Public Works). Equipment and apparatus are carefully monitored for replacement and appropriate maintenance to ensure the highest functioning equipment complement and fleet for our personnel. The department dedicates funding annually to both functions.

Emergency Management

FFD headquarters at 1200 Kentucky Street are home to the City of Fairfield's Emergency Operations Center. FFD conducts training and drills for City employees that benefit all residents and which will extend to the district.

Training

In 2018 the FFD opened its own training tower and on-site classroom. The year following, the

department added a full-time battalion chief dedicated to training. The training chief is not only responsible for training new recruits, but also ensuring uniform training across the department shifts. Each year the department invests in its personnel so that they meet minimum NFPA/OSHA standards and are using the most current techniques through the course of operations.

Fire-Cause Determination & Investigation

FFD has its own fire investigations team for determining cause and origin. Fires that involve an injury or fatality, or those that are intentionally set will be investigated by appropriate law enforcement. FFD also has a professional fire investigator on contract to reach out to as needed for any fatalities.

Level and Range of Proposed Services

Capacity Availability

Based on current call volume in CFPD adjacent district 35 and 36, the Fairfield Fire Department has the capacity to contract for service with CFPD without compromising service to city residents. Call volume in CFPD is projected to add less than two calls per day to Fairfield's total daily call volume. Based on its prior mutual aid agreement with CFPD, Fairfield already responded to roughly 1/3 of total calls in CFPD's response area.

Willingness to Serve

The City of Fairfield Fire Department is prepared to serve the areas under the proposed contract. The ability to serve the new areas is largely made possible by the addition of Fairfield's 7th company, Engine 36, which was deployed for the first time in June 2022. Additionally and completely unrelated to the current proposed contract, Fairfield is in the design phase of Station 36 (Green Valley, Business Center Drive) which is slated to open in 2025. The 7th company and fire station are already funded and their future existence is not tied to the proposed agreement in any way.

Service Adequacy

The level of service provided in the CFPD will be consistent with current Fairfield Fire Department practices, policies, and standards for fire, rescue, and emergency medical services, as well as fire prevention, administration, fire investigation, emergency management, and training.

Infrastructure Needs/Planned Improvements

The Fairfield Fire Department will not be taking over any of the CFPD facilities. CFPD assets will be liquidated in accordance with the proposed agreement.

Apparatus

CFPD will not be transferring ownership of apparatus as part of this agreement.

Equipment

CFPD will not be transferring ownership of equipment as part of this agreement. CFPD will allow the City of Fairfield to utilize grant-funded equipment through the course of the proposed agreement. Due to the nature of the grant funding, ownership will not be transferred.

Infrastructure – Water

Water infrastructure is lacking, however the hydrant maintenance and water system in the Cordelia Fire Protection District is largely owned and operated by the City of Vallejo. The City of Fairfield recently purchased a water tender that will no doubt benefit the district.

Fire Access Roads

Fire access roads will be surveyed and maintained by Solano County or Cal Fire if the road in question is part of the state responsibility area, as well as private landowners.

Transition Plan

Apparatus, Equipment, and Facilities Transfer

No equipment, apparatus, or facilities owned by the CFPD will be transferred to the City of Fairfield Fire Department as part of this agreement.

Staffing & Station Coverage

The City of Fairfield Fire Department has had the necessary resources and capacity to absorb CFPD response coverage since June 2022 when it deployed the 7th company, Engine 36. No additional firefighters need to be hired by Fairfield as a result of the proposed agreement. The two companies that will primarily serve CFPD (Engine 35 and 36) currently deploy from Fairfield's Station 35 on Lopes Road. In 2025, Engine 36 will transition to its permanent home at Station 36 located off of Business Center Drive in Green Valley. The City of Fairfield Fire Department is prepared to serve the district in accordance with this agreement effective immediately.

Personnel & Debt Obligations

No employees of the Cordelia Fire Protection District will be absorbed or hired by the Fairfield Fire Department as a result of this agreement. IAFF Local 1186 is supportive of the City of Fairfield's Solano LAFCO application and long-term contract for service between the City of Fairfield and CFPD. While the IAFF Local 1186 serves both the City of Fairfield Fire Department and CFPD, the CFPD's remaining members were hired on with other local agencies over the last several months. CFPD has no remaining employees as of January 2023. The CFPD does, however, have an unfunded liability owed to Cal PERS as a result of past paid employees. The unfunded liability obligation will remain a debt of the CFPD. The unfunded liability was factored into the independent fiscal analysis to provide an accurate picture of CFPD's available budget.

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ATTACHMENT D

Stone Municipal Group Fiscal Analysis



November 7, 2023

To: LAFCO

Re: Cordelia Fire Protection District Fiscal Analysis

Please accept this transmittal letter along with the Cordelia Fire Fiscal Analysis report.

The Cordelia Fire Protection District faithfully served the district's residents beginning in 1918.

On January 4, 2023, after 105 years of service, Cordelia Fire became non-operational as all three paid employees moved on to full-time career positions with neighboring departments.

Currently, the Fire District operates under an interim, fee-per-call contract with the Fairfield Fire Department while details of a long-term contract are being completed. This contractual arrangement is similar to two other fire districts in the County that receive services in this fashion from neighboring cities.

The district, its apparatus, assets, and the five-member elected Board of Directors remain intact during this transitional phase. Even though the district is non-operational, there are tasks necessitating two extra help hourly employees, working on an as-needed basis. A CalFire Grant is paying these employees and not out of the district's operating budget.

The Fire Chief is the district authority for code enforcement, plan inspections, burn permits, etc. The Fire Chief also maintains the station and all apparatus in top working condition until divestiture. Once the long-term contract is executed, the prevention responsibilities will transfer to the Fairfield Fire Department.

The Administrative Assistant supports the Fire Chief and Board of Directors, addressing monthly administrative tasks such as bill reconciliation and payment, interaction with the County Auditor, the Shaded Fuel Break Grant Project, and the Independent Auditor. Once the long-term contract is approved by LAFCO, administrative and fire prevention responsibilities will also transfer to the Fairfield Fire Department.

Once LAFCO approves the long-term contract, the district will begin divesting all assets. The district and its Board of Directors will remain intact, hold quarterly board meetings, collect the annual tax revenues required to pay down PERS liabilities and honor its yearly obligation to Fairfield Fire.

As of June 30, 2023, the district had a fund balance of \$665,638.00.

Best regards,

Adam D. Stone

Adam Stone | Stone Municipal Group



INDEPENDENT FISCAL ANALYSIS

Analysis of the proposed cooperative fire service agreement between the Cordelia Fire Protection District and City of Fairfield Fire Department.

May 2023



Cordelia Fire
Protection District

Fairfield Fire
Department



May 31, 2023

This Independent Comprehensive Fiscal Analysis (“analysis”) was prepared for the Cordelia Fire Protection District located within Solano County California (the “District”). The District Officials are exploring whether to enter a cooperative shared services fire protection agreement with the City of Fairfield Fire Department (the “City”). Per the Solano County Local Agency Formation Commission (“LAFCO”), the initiation process includes a variety of required steps and due diligence items the District must complete prior to applying for collaborative fire protection. Specifically, the State of California Government Code Section 56134 requires a submission of an independent fiscal analysis to ascertain whether the financial terms of the service contract are feasible and sustainable. The specific scope of this independent fiscal analysis must review and document all the following:

1. A thorough review of the plan for services submitted by the public agency; and
2. Independent Fiscal Analysis
 - a. Analysis of how the costs of the existing service provider compare to the costs of services provided in service areas with similar populations and of similar geographic size that provide a similar level and range of services; and
 - b. Make a reasonable determination of the costs expected to be borne by the public agency providing new or extended fire protection services; and
3. Any other information and analysis needed to support the proposal

Our analysis was completed using budgetary, census, and operational statistics that were publicly available on the individual units’ websites or data portals. We completed a thorough review of the City’s plan for service and supporting documents during the fall and winter months of 2022. During that time we communicated with city and fire leadership on clarifying questions over multiple work sessions. Assumptions were used in the estimation of certain direct and indirect costs and are noted within the contents of the report. It is our goal to be conservative in forward looking estimates while also illustrating what the most likely fiscal impact may likely be from the proposed cooperative fire service plan. I can be reached at Adam@StoneMunicipal.com or at (317) 476-2826 for questions or additional information as needed.

Sincerely,

Adam D. Stone

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Executive Summary

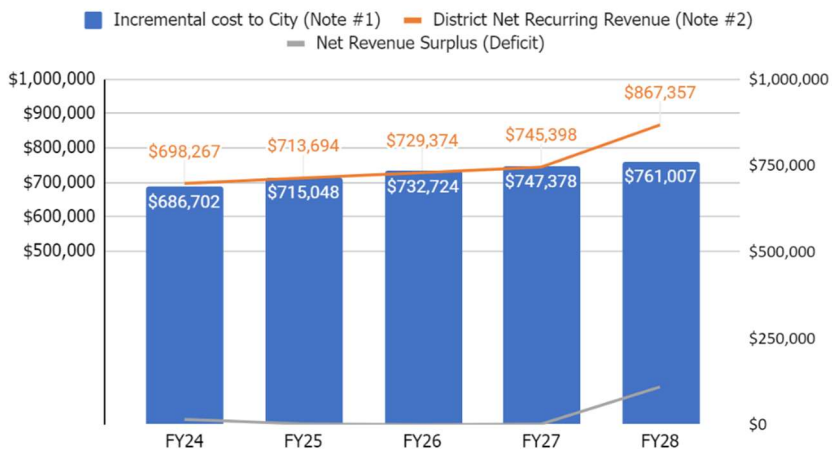
Conversations regarding the Fairfield Fire Department taking over fire protection and emergency medical services to the Cordelia Fire Protection District service area began in 2019. Through the transition of fire chiefs for both departments, conversations with District board members, and communication with the City of Fairfield council members, a plan for transitioning service came to fruition.

In the summer of 2022, our firm was selected to complete an independent fiscal analysis as required by the LAFCO process. That analysis took place throughout the fall and winter months of 2022 with involvement from Cordelia FPD, Fairfield FD, and LAFCO.

As the chart and table below indicate, the District’s net recurring revenue over the five-year period covers the projected future cost of serving the District. In the years that the revenues fall slightly below the allocated cost, the District has sufficient funds on hand to maintain operations.

After conducting our review, we feel that the District has sufficient recurring revenues to support a revenue share in the range to cover the incremental cost to the City to serve the new area. Additionally, we feel that the agreement will provide an enhanced level of public safety for both the District and City residents. The District residents benefit from significantly higher level of emergency services for the same amount of funding. The City residents benefit from enhanced level of fire suppression in the wildland-urban interface. This is largely financially possible as the City will be providing fire protection and emergency medical services to the District utilizing existing personnel and resources. The added call volume for the City amounts to an average of 1.21 calls per day. Lastly, the additional calls reduces the City cost per call from \$1,711 to \$1,665. The additional revenue from the District to the City, supplements the City Fire Budget by apx. \$700,000 per year.

5-Year Net Recurring Revenue vs. Expenditure Projection



	FY24 Forecast	FY25 Forecast	FY26 Forecast	FY27 Forecast	FY28 Forecast	Five-Year Total
Incremental cost to City (Note #1)	\$686,702	\$715,048	\$732,724	\$747,378	\$761,007	\$3,642,859
District Net Recurring Revenue (Note #2)	\$698,267	\$713,694	\$729,374	\$745,398	\$867,357	\$3,754,090
Revenue Surplus (Deficit)	\$11,565	-\$1,354	-\$3,350	-\$1,980	\$106,350	\$111,231

Note(s):

- 1.) Incremental cost of net new responses anticipated for City calculations available on page 12.
- 2.) District Net Recurring Revenue calculations available on page 9.

Purpose of Report

This report is prepared for external technical financial review purposes and is not intended to argue one method over another. This report does not make a recommendation or advice regarding negotiation terms, plan for service proposals, or details into day-to-day fire operations. This report is intended to provide stakeholders with information to make an informed decision. As such, readers of this report are encouraged to review the table of contents to select areas of interest. The report is organized into broad sections to comply with California Government Code Section 56134.

Plans and Document Review

This report was prepared using estimates, calculations, and management plans that were made available during July 2022 – January 2023. Specifically, we completed a detailed review of the City’s current adopted and projected General Fund Fire Department budgets available on the City’s [website](#). Additionally, we reviewed the Fairfield Fire Plan for Servicing the new area.

In addition to the plans for service and previously published reports, we reviewed the District’s line-item budgetary and financial documents for fiscal years 2018-2023. We also reviewed the most recent CalPERS Annual Valuation Report for the District. (i.e. Safety & PEPR Fire Safety) The FY22 report was not yet published at the time of this report. Therefore, all CalPERS related estimates are dated as of June 30, 2021. Comparative entity data was sourced through publicly available data on comparable entities which included annual adopted budgets, annual reports, and Census data. For the comparison entities, major assumptions include Fire runs (incidents), staffing levels, and budgetary estimates.

Joint Review Team

Certain assumptions were made to project future cost of operations under different scenarios. To assist in making the estimates reasonable, we enlisted the help of the report review team to help create growth plans into our forecast. The core report review team consisted of the following individuals representing both units of local government:

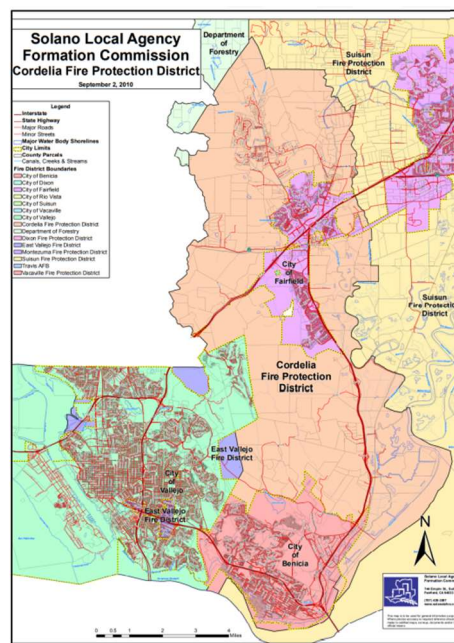
- Cordelia Fire Protection District
 - Chief Dave Carpenter
 - Aaron McAlister
 - Jim Frische
- City of Fairfield Fire Department
 - Chief Matt Luckenbach
 - Administration Division
Manager Taylor Armour

Requirement 1: Review of Service Plan

Our firm assisted the City of Fairfield Fire Department with the initial outline and creation of the plan for service. During that process, we met with the City Fire leadership and inquired about the plans to provide fire protection within the new area (the “District”). Below are a few significant conditions within the plan for service that impact the financial projections contained in this report:

- Upon and after the effective date of the contract and LAFCO approval, the City of Fairfield Fire Department will be the provider of all fire, rescue, and emergency medical responses, while also providing prevention and administration functions for the Cordelia Fire Protection District.
- None of the existing staff of the District will be absorbed to become City of Fairfield Fire Department employees.
- The City will not re-open or continue operating the District’s stations.
- Fairfield has been dispatching for Cordelia FPD under the emergency short-term agreement and will continue to do so under the long-term agreement.
- The City is building a new station on the edge of the District’s border, not tied to this proposal that would be able to serve the District.
- The City has existing staff and apparatus budgeted and in place, ready for the new station to be opened.
- The City budget is not expected to materially increase or change as a result of the expanded service area.
- No additional positions are required in order to begin servicing the District.
- No building lease is expected between the two parties.

Below is an image of the current District protection area relevant to the City of Fairfield current protection boundary. While geographically larger, the area is less dense than the City’s current service area. Specifically, Cordelia FPD has apx. 7,000 residents spanning 56 square miles whereas the Fairfield Fire Department serves 118,498 residents in only 40 square miles.



Source: Solano County Local Agency Formation Commission.

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Requirement 2a: Comparison of Existing Service Provided to Similar Entities

Part of the LAFCO process is to conduct comparative cost analysis. For this report, we selected three (3) comparison fire protection entities that were located within a nearby proximity. East Vallejo, Dixon Fire Protection, and Springlake Fire Protection Districts were compared against the District, of which results are below.

Category	Comparable Entities				
	Cordelia FPD	East Vallejo FPD	Dixon FPD	Springlake FPD	
Service Provider	District	City of Vallejo	City of Dixon	City of Davis	City of Woodland
Service Provider - Paid Staff per Unit	1	3	Engine 1 (3) / Engine 2 (4)	3	3 (4 on Truck)
Service Provider - # of Crews Deployed	1	8	2	3	4
Service Provider - Paramedics per Unit	1	1 or More	1 or 2	None	None
County	Solano	Solano	Solano	Yolo	
Category	Rural	Rural	Rural	Rural	
Square Miles	56	1.5	320	40	
Population	7,000	3,251	6,000	6587	
Long-Term Contract for Service	No	Yes	Yes	Yes	
State Responsibility Area (SRA)	Yes	Yes	Yes	No	
Call Volume (2022)	625	440	826	60	194
Service Provider Average Response Time (2022)	7:31	8:24	10:07	7:08	4:54

Source: Responses provided directly by service provider staff.

Below is a breakdown of each entity's fiscal year adopted budget.

Category	<u>Cordelia FPD (1)</u>	City of Fairfield	<u>East Vallejo FPD (2)</u>	<u>Dixon FPD (3)</u>	<u>Springlake FPD</u>
Salaries & Benefits	\$476,464	\$21,940,645	\$0	\$0	\$0
Services & Supplies	411,901	1,203,624	723,304	719,700	555,335
Capital Outlay	30,000	4,676	0	250,000	0
Interest Expense	0	0	0	-1,900	0
Other Financing Uses	2,250	4,319,918	1,750	0	0
Special Items	0	0	0	0	0
Total Adopted Budgets	\$920,615	\$27,468,863	\$725,054	\$967,800	\$555,335

Sources:

- 1.) Cordelia Fire Protection District FY22-23 Adopted Budget.
- 2.) Solano County FY 2022-23 Adopted Budget. (i.e. page 235)
- 3.) City of Dixon Finance Department - Auditors Report FY-22. (final budget)
- 4.) Springlake Fire Protection District Adopted Budget FY 2021-22.

Requirement 2b: Reasonable Determination of Costs & Revenue Sufficiency

The LAFCO application includes four questions that must be answered as part of the five year forecast. In effort, to make it easier for the reader, we have formatted this section in question and answer format. Specifically, these questions relate to question 11 on page 5 of the LAFCO application.

Application Item 11A: A discussion of the sufficiency of existing revenues to provide the new extended fire protection service.

Response 11A:

The District currently receives revenues from taxes, special Measure I taxes, as well as other sources. On average, \$138,000 per year of the District’s revenues have come from non-recurring sources such as grants, impact fees, etc. According to the service plan, fire related fees such as impact fees will be collected by the City to help offset cost. The revenues that will continue to be collected by the District and its past trends are as follows:

	FY 18-19 Actual	FY 19-20 Actual	FY 20-21 Actual	FY 21-22 Actual	FY 22-23 Budget
Property taxes	\$ 286,040	\$ 296,276	\$ 304,990	\$ 320,955	\$ 329,055
Measure I Special Tax Assessment	\$ 403,315	\$ 410,464	\$ 418,678	\$ 427,882	\$ 442,996
Unitary Tax Receipts	\$ 25,574	\$ 25,353	\$ 25,975	\$ 26,536	\$ 27,332
Homeowners Property Tax Relief	\$ 2,073	\$ 2,058	\$ 2,021	\$ 2,001	\$ 2,000
Recurring Revenue	\$ 717,002	\$ 734,151	\$ 751,664	\$ 777,374	\$ 801,383

Source: Cordelia Fire Protection District Independent Auditors Annual Financial Report.

Note: Actual revenues collected by the District have increased at an average rate of 2.73% per year between FY19-FY22.

Recurring Revenue Projections

Over the next five years, these revenues are expected to grow at a modest rate of 2.00% per year before any new developments. (e.g. Middle Green Valley)

	FY 23-24 Projection	FY 24-25 Projection	FY 25-26 Projection	FY 26-27 Projection	FY 27-28 Projection
Property taxes	\$ 335,636	\$ 342,349	\$ 349,196	\$ 356,180	\$ 418,428
Measure I Special Tax Assessment	\$ 451,856	\$ 460,893	\$ 470,111	\$ 479,513	\$ 539,103
Unitary Tax Receipts	\$ 27,879	\$ 28,436	\$ 29,005	\$ 29,585	\$ 30,177
Homeowners Property Tax Relief	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Recurring Revenue	\$ 817,371	\$ 833,678	\$ 850,312	\$ 867,278	\$ 989,708

Source: Cordelia Fire Protection District Five-Year Revenue Forecast.

Note: Future projects based on historical trends and assume future growth from Middle Green Valley development. In FY 2028, year five of the forecast, new tax revenue is expected to be generated from a new housing development planned at Middle Green Valley. The incremental taxes from this development are anticipated to be \$55,125 in new property taxes and \$50,000 in special Measure I assessment revenue. This development, if built, is expected to add a total of \$336,400 to the recurring revenue of the District by FY 2030-31.

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District Net Recurring Revenues Available

To assess sufficiency of District revenues we compared the expected costs outlined in section “1B” to various “percent of recurring revenue” distribution rates. A portion of the recurring revenue must be retained by the District to cover existing UAL contributions covered in section “11c” as well as perform basic administrative functions. Below is a projection of the net recurring revenue available from the District to pay for contract fire services.

	FY 23-24 Projection	FY 24-25 Projection	FY 25-26 Projection	FY 26-27 Projection	FY 27-28 Projection
Property taxes	\$ 335,636	\$ 342,349	\$ 349,196	\$ 356,180	\$ 418,428
Measure I Special Tax Assessment	451,856	460,893	470,111	479,513	539,103
Unitary Tax Receipts	27,879	28,436	29,005	29,585	30,177
Homeowners Property Tax Relief	2,000	2,000	2,000	2,000	2,000
Recurring Revenue	817,371	833,678	850,312	867,278	989,708
Expense Items Retained:					
UAL Contribution	\$ 101,604	\$ 102,234	\$ 102,938	\$ 103,630	\$ 103,851
Administration expense:					
County Counsel	5,000	5,250	5,500	5,750	6,000
Solano County Auditor's Office	5,000	5,000	5,000	5,000	5,000
Independent Auditor	6,000	6,000	6,000	6,000	6,000
Misc. Expenses	1,500	1,500	1,500	1,500	1,500
	17,500	17,750	18,000	18,250	18,500
	119,104	119,984	120,938	121,880	122,351
Net recurring revenue available	698,267	713,694	729,374	745,398	867,357
Percent of recurring revenue	85.4%	85.6%	85.8%	85.9%	87.6%

Source: Cordelia Fire Protection District Board future budget expectations.

Note: Recurring revenue projection outlined in previous table. Actual administrative expenditures and UAL contributions subject to change and based on prior year actuals. See “Estimated Remaining Expenditures” on page 145 for additional information.

Fund Balance Intention

The District has cash reserves on hand that can be used to implement the transition and cover any immediate shortfall between cost of service and recurring revenues received. While the intention of the District is to set contract price to a fixed percentage of recurring revenues, the fund balance provides a secondary resource. The projected June 30, 2023 ending operating and reserve balance is \$442,469.

District Net Recurring Revenue Available Considerations and Constraints

The service plan proposed by the City assumes existing stations, staffing, and equipment are in place to provide fire protection to the District. The District will look to sell those assets and be able to generate additional non-recurring revenue over time. Those monies may be used to offset or lower UAL contributions. We have ignored those non-recurring sources of revenue and made our assessment based on recurring revenues and cash on hand.

	FY24 Forecast	FY25 Forecast	FY26 Forecast	FY27 Forecast	FY28 Forecast	Five-Year Total
Incremental cost to City (Note #1)	\$686,702	\$715,048	\$732,724	\$747,378	\$761,007	\$3,642,859
District Net Recurring Revenue (Note #2)	\$698,267	\$713,694	\$729,374	\$745,398	\$867,357	\$3,754,090
Net Revenue Surplus (Deficit)	\$11,565	-\$1,354	-\$3,350	-\$1,980	\$106,350	\$111,231

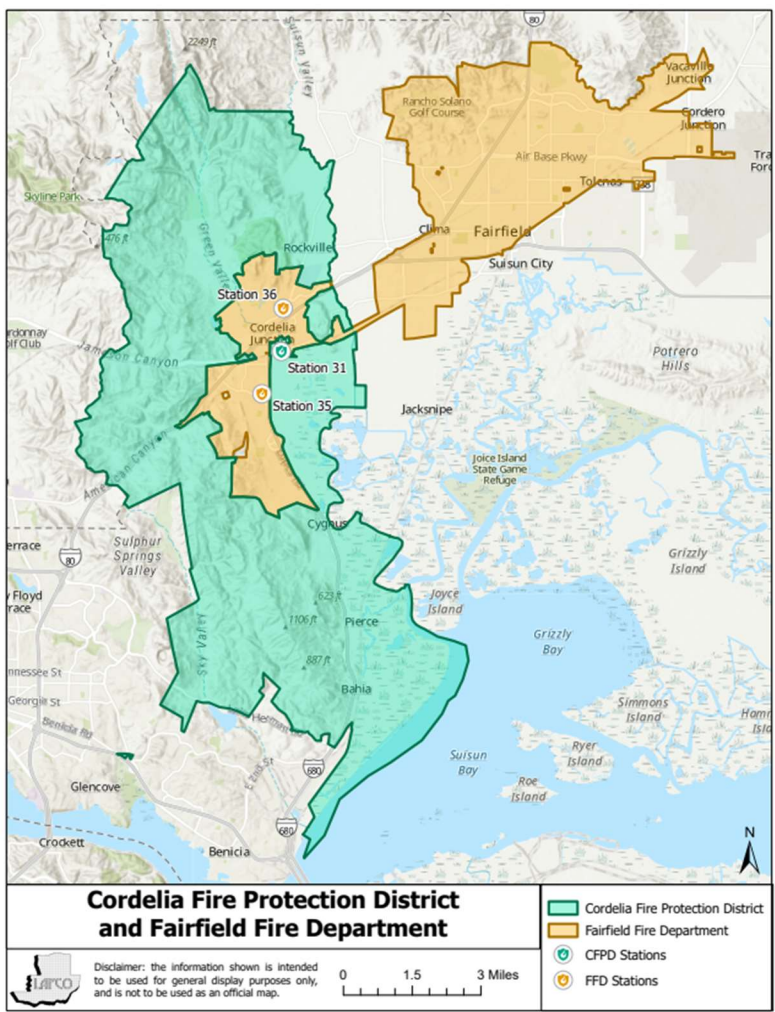
Note(s):

Incremental cost of incremental responses to City calculations available on page 12.

Application Item 11B: Costs of providing services.

Response 11B:

The expansion of fire service into the Cordelia Fire Protection District will not result in immediate staffing, equipment, or station improvements or additions. The reason for this is that the Fire Department is already well underway in the construction of a new station (Station 36) that will be able to serve the entire district. The new station is expected to be open and operational by 2024. The Fire Department personnel that will be housed at the new station are already employed and currently housed at Station 35 (i.e. double house). Therefore the incremental cost associated with providing fire services to the Cordelia Fire Protection District will be nominal. There will be an increased amount of fuel, equipment wear and tear, and fire service supplies used to execute the fire services contract. In effort to avoid subsidizing the District in any way from City of Fairfield taxpayers, a budget allocation based on the incremental responses expected to be absorbed by the City was used to anticipate future expenditures to service the contract.



Source: Solano County Local Agency Formation Commission.

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The City of Fairfield Fire Department ran just over 16,000 calls in 2022. The District’s Fire response volume noted in exhibit 2 below is expected to generate an additional two (2) calls for service per day, or a 4% increase in annual responses.

Year	CFPD Responses	Fairfield Fire Responses
2019	803	14,019
2020 (1)	678	13,791
2021	686	15,068
2022 (2)	625	16,051

Source: Solano County Dispatch

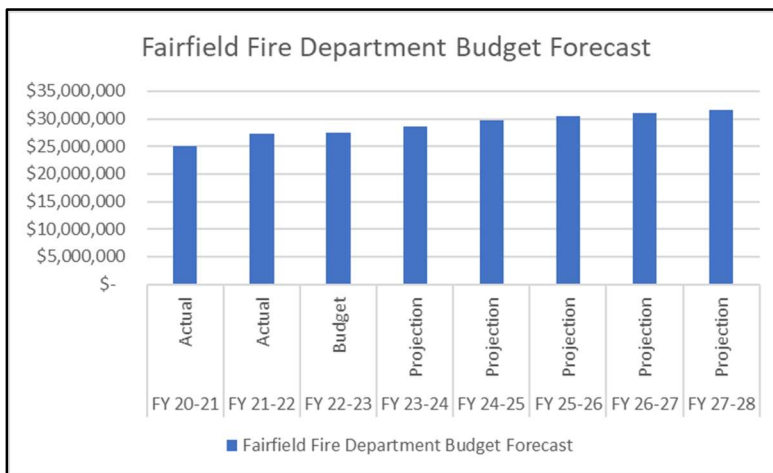
Note:

1.) The drop in call volume between 2019 and 2020 was driven by the termination of the automatic aid agreement between the City of Fairfield and Cordelia Fire Protection District.

2.) Portion of CFPD responses already included in City of Fairfield Fire responses due to mutual aid agreement. Fairfield estimates that of the 625 responses, 442 were responses that City of Fairfield Fire did not also respond.

Fairfield Future Expected Budget

The City of Fairfield Fire Department published a multi-year budget forecast. The current FY 2023 City of Fairfield Fire Department budget for the entire department is \$27,468,862. The chart below shows the City of Fairfield Fire Department budget forecast over the next five fiscal years. The current Fairfield Fire Department budget is funded through a combination of tax revenues and other fire service related fees and charges.



Source: City of Fairfield Mid-Cycle Budget and Forecast (page 14)

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Current and Future Expect Cost Per Response (Run)

As shown below, at the current 16,051 runs per year, the average budgetary cost per run for the City is currently \$1,711. As noted earlier, the incremental budget impact associated with providing fire services to the Cordelia Fire Protection District is expected to be minimal. There will be an increased amount of fuel, equipment wear and tear, and fire service supplies used to execute the fire services contract.

	Current Operations	Addition of CFPD Responses	Variance
FY 2023 Budget Forecast	\$27,468,862	\$27,468,862	\$0
Incremental net new responses to City	0	442	442
Current City run volume (est.)	16,051	16,051	0
Expected combined run load to City	16,051	16,493	442
Forecast Cost per Run @ combined runs	\$1,711	\$1,665	-\$46

Source: City of Fairfield 2023 Adopted Fire Department Budget and 2022 Responses data.

Note: The incremental run volume is based on the number of runs that are expected to be net new runs. The City of Fairfield already responds to calls in the area due to mutual aid agreement. To eliminate duplicative runs those existing runs have been ignored as they are already contained within the City’s existing run volume.

Comparison of Incremental Cost to Net Recurring Revenue Available

Projecting out the cost per run as a means to assess cost of absorbing the District’s incremental 442 runs shows a future range of allocated non-administrative cost between \$686,702 and \$761,007. Compared to the District’s net recurring revenue available, the City should expect to recoup apx. 99.54%-113.97% of its allocated budget from the District’s recurring revenue. The proposed contract for service revenue, along with the ability to capture non-recurring revenues and capture the future growth in taxes from Middle Green Valley, estimated at \$336,400 per year by FY 30-31, provides a path for the City to more than fully recover its allocated costs. Note, allocated costs do not mean new budget to the City, but rather a new budgetary offset to the department as a whole.

Comparison of Incremental Cost to Net Recurring Revenue Available (cont.)

Line Description	FY23 Budget	FY24 Forecast	FY25 Forecast	FY26 Forecast	FY27 Forecast	FY28 Forecast
1 Budget Forecast	\$27,468,862	\$28,579,446	\$29,759,177	\$30,494,794	\$31,104,690	\$31,671,884
2 Incremental net new responses to City (assumes 4% growth)	0	460	478	497	517	538
3 Current City run volume (assumes 4% growth)	16,051	16,693	17,361	18,055	18,777	19,528
4 Expected combined run load to City (line 2 + line 3)	16,051	17,153	17,839	18,552	19,294	20,066
5 Forecast Cost per Run @ combined runs (line 1 / line 4)	\$1,711	\$1,666	\$1,668	\$1,644	\$1,612	\$1,578
6 Administrative as percent of budget (line 7 / line 1)	10%	10%	10%	10%	10%	10%
7 Administrative Budget Estimate (line 6 x line 1)	\$2,840,666	\$2,955,516	\$3,077,517	\$3,153,590	\$3,216,662	\$3,275,318
8 Non-Administrative Fire Department Budget Forecast (line 1 - line 7)	\$24,628,196	\$25,623,930	\$26,681,660	\$27,341,204	\$27,888,028	\$28,396,566
9 Estimated incremental cost per run with additional responses (line 8 / line 4)	\$1,534	\$1,494	\$1,496	\$1,474	\$1,445	\$1,415
10 Allocated cost based on incremental cost per run (line 9 x line 2)		\$686,702	\$715,048	\$732,724	\$747,378	\$761,007
11 District Net Recurring Revenue Available (from page 8)		\$698,267	\$713,694	\$729,374	\$745,398	\$867,357
12 District Net Recurring Revenue Available as Percent of Incremental Cost (line 11 / line 10)		101.68%	99.81%	99.54%	99.74%	113.97%

1. Assumes growth in annual run volume of 4%.
2. The District’s current cash fund balance is sufficient to cover the projected cumulative shortfall of \$6,684 incurred between fiscal year 2025 and 2027.
3. The District plans to sell assets which will generate additional fund balance. (i.e. station and equipment)
4. As of July 1, 2022 the available operating and reserve funds on hand within the District was \$423,575. The current projected June 30, 2023 combined operating and reserve balance is \$442,469.

Application Item 11C: A comprehensive review of all retirement plans impacting the affected agencies and employees including any unfunded retirement obligations and the identification of retirement debt, if any, and the responsible agency or agencies to assume such debt.

Response 11C: The District will maintain financial responsibility for CalPERS pension liabilities accrued up to and after the contract effective date. Since there is no transfer of District employees and the City is not assuming any portion of the accrued liabilities it will remain a future expense item.

Using the most recent June 30, 2021 valuation report the cumulative unfunded accrued liability (UAAL) is \$835,023 across the PERS-PEPRA Safety Fire and PERS-Safety plan. Below is a summary of the outstanding District unfunded accrued actuarial pension liability along with the anticipated “UAL Contributions” payable from future recurring revenues.

UAAL as of 06/30/2021	\$806,620	-\$6,824	\$35,227	\$835,023
	Safety Plan	PEPRA Safety Fire	Misc.	Annual Contributions
FY 2023-24	\$96,098	\$0	\$5,506	\$101,604
FY 2024-25	97,043	0	5,191	102,234
FY 2025-26	98,063	0	4,875	102,938
FY 2026-27	99,070	0	4,560	103,630
FY 2027-28	99,687	0	4,164	103,851
FY 2028-29	102,670	0	4,165	106,835

Application Item 11D: If financing is to occur, please provide any special financial arrangement between the agencies.

Response 11D: No financing is expected to occur as a result of this proposal.

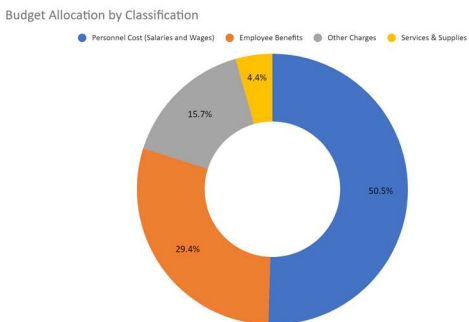
Requirement 3: Provide Additional Information & Analysis

Fairfield City Fire Budget Allocation

The City is not planning to absorb or take on any additional staff to provide service to the District, we felt the most logical approach would be to allocate the budget based on projected share of runs.

City of Fairfield Fire Department Total Responses	16,051
Cordelia Incremental Incidents (est.)	442
Total Combined Runs Estimated	16,493
Percent of Total (Expected Increase in Response Volume)	2.75%

Fairfield City Fire Budget Detail



The City of Fairfield Fire Department budget as of FY2023 is \$27,468,862. Below is a breakdown of the current budget.

Source: FY23 Budget available [here](#) (i.e. page 14)

Budgetary Programs	FY23 Current Budget
55100 FIRE ADMINISTRATION	\$2,840,666
55101 VEHICLE MAINTENANCE	\$1,739,721
55102 FIRE EXPLORERS	\$13,178
55103 COMMUNITY EMERG RESPONSE TEAM	\$1,092
55104 CRITICAL INCIDENT STRESS MGMT	\$20,383
55105 SOCIAL MEDIA	\$2,200
55106 RECRUITMENT	\$5,250
55107 FIRE TRAINING TOWER	\$0
55199 FIRE CAPITAL FACILITIES	\$0
55200 SUPPRESSION	\$21,257,400
55201 EMS	\$77,277
55203 RESERVE FIRE SERVICES	\$46,785
55205 RESCUE TEAM	\$4,515
55206 HAZ MAT TEAM	\$0
55207 STRIKE TEAM	\$4,300
55300 PREVENTION	\$1,054,460
55301 PUBLIC EDUCATION	\$10,502
55302 CANCER PREVENTION	\$0
55400 STATION 38 - UNION AVE	\$147,777
55401 STATION 2 - 39	\$30,022
55402 STATION 3 - 41	\$60,066
55403 STATION 4 - 40	\$39,399
55404 STATION 5 - 35	\$69,371
55405 STATION 1 - 37	\$43,750
55500 DRONES	\$750
Total	\$27,468,862

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District Budget Impacts - Remaining Items

Below is the current budget for the District itemized by expenditure account. Were the District to enter a contract for service with the City, certain expenditure amounts would remain the responsibility of the District and be incurred above and beyond the contractual services agreement cost. These costs impact the amount of “net recurring revenues” available to fund a new contract for service.

Estimated Remaining Expenditures:

- UAL Contributions
- Administrative Expenses
 - Independent Auditor - \$6,000/year budgeted
 - Solano County Auditor's Office (accounting services) - \$5,000/year budgeted
 - County Counsel - \$5,000/year budgeted
 - Misc. Expenses - \$1,500/year budgeted

END OF REPORT

Agenda Item 9.A – LAFCO Proj. 2023-20 City of Fairfield/Cordelia Fire Contract

ATTACHMENT E

Ken Campo updated Fiscal Analysis and CalPERS Analysis

Updated Fiscal Analysis
 Fire Service Contract
 Cordelia Fire Protection
 City of Fairfield

Prepared by:
 Ken Campo
 Financial Consultant
 1/18/2024

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	2023	2024	2025	2026	2027	2028	2029	2030	2031
Fiscal Year End June 30									
Available (Unassigned) Fund Balance-Beginning		480,521	394,819	333,709	266,895	196,187	258,622	254,847	251,157
Property Tax	369,836	377,233	384,777	392,473	400,322	408,329	416,495	424,825	433,322
Measure I	438,536	447,307	456,253	465,378	474,685	484,179	493,863	503,740	513,815
Recurring Revenue	808,372	824,539	841,030	857,851	875,008	892,508	910,358	928,565	947,137
Available Funding	1,305,060	1,235,850	1,191,559	1,141,903	1,141,903	1,088,695	1,168,980	1,183,412	1,198,294
CalPERS Net UAL Payment		108,978	114,564	120,137	125,332	132,815			
Administrative expenses		59,866	42,216	42,949	43,690	39,438	35,118	35,730	36,347
Insurance		43,191	33,191	23,191	23,539	18,892	14,175	14,388	14,604
Sub-Total Recurring Expenses		212,035	189,971	186,277	192,561	191,145	49,293	50,118	50,951
Fire Service Contract Payments to City of Fairfield		698,206	712,170	738,387	753,155	847,883	864,840	882,137	899,780
Sub-Total Expenses		910,241	902,141	924,664	945,716	1,039,027	914,134	932,255	950,731
Sub-Total Available Funding Less Expenses		394,819	333,709	266,895	196,187	49,668	254,847	251,157	247,563
Sale of Apparatus			50,000	50,000					
Sale of Property					420,000	420,000			
Less Additional UAL Payment			50,000	50,000	420,000	211,046			
Available (Unassigned) Fund Balance-Ending		394,819	333,709	266,895	196,187	258,622	254,847	251,157	247,563
Recurring Revenue Less Fire Service Payments		126,333	128,860	119,464	121,853	44,625	45,518	46,428	47,357

Notes:

1. FY23/24 Beginning Fund Balance of \$480,521 represents the FY 6/30/2023 audited ending balance amount and does not include Development Impact Fees, which are accounted for separately.
2. Annual Property Tax and Measure I revenue projections for fiscal years 2024-2031 based on actual FY22/23 collections escalated at 2% per year.
3. FY23/24 expenditures based on the CFPD FY23/24 adopted budget.
4. CalPERS Net UAL payments based on the 6/30/2022 actuarial valuation, net of 3.4% prepayment discount.

Prepared by:
Ken Campo
Financial Consultant
1/17/2024

**CalPERS UAL
Payoff Analysis**

FYE	SAFETY		PEPRA-SAFETY		MISC		COMBINED PAYMENT	COMBINED BALANCE	PRINCIPAL REDUCTION	ADDITIONAL UAL PYMT	REVISED BALANCE
	Bal	Pymt	Bal	Pymt	Bal	Pymt					
6/30/2024	894,705	104,161	37,034	1,099	55,339	7,554	112,814	987,078			987,078
6/30/2025	847,900	109,242	38,417	1,800	51,295	7,554	118,596	937,612	49,466	50,000	887,612
6/30/2026	792,663	114,310	39,169	2,501	46,976	7,554	124,365	878,808	58,804	50,000	778,808
6/30/2027	728,433	118,988	39,248	3,202	42,364	7,553	129,743	810,045	68,763	420,000	290,045
6/30/2028	655,000	126,033	38,607	3,903	37,439	7,554	137,490	731,046	78,999		
6/30/2029	569,292	129,101	37,198	3,903	32,178	7,553	140,557	638,668	92,378		
6/30/2030	474,586	132,255	35,693	3,902	26,561	7,554	143,711	536,840	101,828		
6/30/2031	370,179	135,502	34,088	3,903	20,561	7,554	146,959	424,828	112,012		
6/30/2032	255,318	138,834	32,373	3,902	14,153	7,554	150,290	301,844	122,984		
6/30/2033	129,204	16,431	30,542	3,902	7,309	7,553	27,886	167,055	134,789		
6/30/2034	121,011	16,428	28,586	3,901			20329	149,597	17,458		
6/30/2035	112,262	16,427	26,499	3,903			20330	138,761	10,836		
6/30/2036	102,918	16,428	24,267	3,902			20330	127,185	11,576		
6/30/2037	92,941	16,429	21,885	3,902			20331	114,826	12,359		
6/30/2038	82,283	16,427	19,340	3,901			20328	101,623	13,203		
6/30/2039	70,901	16,429	16,624	3,903			20332	87,525	14,098		
6/30/2040	58,744	16,426	13,721	3,902			20328	72,465	15,060		
6/30/2041	45,764	15,238	10,622	3,902			19140	56,386	16,079		
6/30/2042	33,129	12,363	7,312	3,903			16266	40,441	15,945		
6/30/2043	22,606	23,362	3,775	3,901			27263	26,381	14,060		

Notes:

1. Balance and payment information taken from the June 30, 2022 CalPERS actuarial valuation for the respective retirement plans.

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ATTACHMENT F

Notice for Solano Napa County Professional Firefighters IAFF Local 1186



CITY OF FAIRFIELD

Founded 1856 - Incorporated December 12, 1903

FIRE DEPARTMENT

January 19, 2024

Jon Miller
President
Solano Napa County Professional Firefighters IAFF Local 1186
445 Nebraska Street
Vallejo, CA 94590

Re: Solano LAFCO Application for Fire Protection Service Contract between the City of Fairfield and the Cordelia Fire Protection District

Dear Mr. Miller:

Pursuant to Government Code Section 56134, the City of Fairfield and the Cordelia Fire Protection District have entered into a Fire Protection Contract whereby the City of Fairfield Fire Department will provide fire protection and medical response services to the residents within the Cordelia Fire Protection District. The Contract transfers the responsibility to provide services within the Cordelia Fire Protection District to the City of Fairfield. Services would be provided at the standard level of service of the City of Fairfield Fire Department.

For the contract to be fully effective, the Solano Local Agency Formation Commission (LAFCO) must review and approve an application from the City of Fairfield. The application will include the executed Contract, a Plan for Service, and an Independent Fiscal Analysis. The complete LAFCO application will be presented to the City Council of the City of Fairfield for a public hearing on February 20th, 2024.

This notice is being sent pursuant to GC §56134(d)(2)(B) where, at least 30 days prior to the public hearing held by the City Council of the City of Fairfield, written notice must be provided to each affected public agency and recognized employee organization that represents firefighters of the

Letter to Jon Miller

Agenda Item 9.A – LAFCO Proj. 2023-20 City of Fairfield/Cordelia Fire Contract


Re: Solano LAFCO Application for Fire Protection Service Contract between the City of Fairfield and the Cordelia Fire Protection District

January 19, 2024

Page 2

existing and proposed service providers of the proposed fire protection contract. Consistent with the government code, this notice also includes a full copy of the proposed contract.

Sincerely,



JOHN STURDEE
Fire Chief

TA

Attachments:

- Joint Exercise of Powers Agreement Between the City of Fairfield and Cordelia Fire Protection District for Extension of Fire Protection and Prevention Services, and Medical Emergency Services

cc: Rich Seithel, Solano LAFCO Executive Officer

Agenda Item 9.A – LAFCO Proj. 2023-20 City of Fairfield/Cordelia Fire Contract

ATTACHMENT G

Contract Agreement between Springlake Fire Protection District and the Cities of
Davis and Woodland



**AGREEMENT BETWEEN
THE SPRINGLAKE FIRE PROTECTION DISTRICT
AND THE CITIES OF DAVIS AND WOODLAND
FOR THE PROVISION OF FIRE PROTECTION SERVICES**

This Agreement (“Agreement”) is entered into this 30th day of June, 2004 between the Springlake Fire Protection District (“Springlake”), the city of Davis (“Davis”), and the city of Woodland (“Woodland”).

RECITALS

- A. Areas A and B of the Springlake Fire Protection District may be generally described as follows. Fire Service Area “A” is the properties within the boundaries of the Springlake Fire Protection District of Yolo County lying north of the northern right-of-way line of County Road 29 as of January 1, 1989. Fire Service Area “B” is the properties within the boundaries of the Springlake Fire Protection District of Yolo County lying south of the northern right-of-way line of County Road 29 which lies between County Road 98 and County Road 102 as of January 1, 1989.
- B. On November 19, 1985, Springlake and Woodland entered into an agreement whereby Woodland provided fire protection, fire suppression, emergency medical service, rescue and other related services within a defined portion of the Springlake Fire Protection District. This agreement was amended on December 20, 1988.
- C. On November 30, 1988, Springlake and Davis entered into an agreement whereby Davis provided fire protection, fire suppression, emergency medical service, rescue and other related services within a defined portion of the Springlake District.
- D. On July 10, 1997, the agreement, as amended, between Springlake and Woodland and the agreement between Springlake and Davis were amended to provide that Springlake was to pay to Davis and Woodland the sum equal to the appropriations allocated to Springlake as assessed on each parcel within the Springlake District.
- E. In April, 1993, Springlake acquired three new Class A rural type fire engines which were delivered to Springlake in April of 1994. The cost of these vehicles was \$360,000 and they were acquired through a lease-purchase agreement with United Financial of Illinois, Inc. The term of the lease-purchase agreement was ten years beginning June 15, 1993. Lease payment terms under this agreement consisted of ten equal, consecutive, annual payments of \$49,913.77, payable in arrears. This agreement provided that, upon full performance of its terms and conditions, Springlake had the option to purchase the fire engines for \$1.00.
- F. Upon their delivery to Springlake, two fire engines were housed, maintained and utilized by Woodland for the delivery of fire protection and fire suppression services within the Springlake District for which Woodland was contractually required to provide such services as well as at other locations as necessary for fire protection and fire suppression services. Upon its delivery to Springlake, one fire engine was housed, maintained and utilized by Davis for the

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delivery of fire protection and fire suppression services within the Springlake District for which Davis was contractually required to provide such services as well as at other locations as necessary for fire protection and fire suppression services.

G. To pay for these fire engines, the revenues payable by Springlake to Davis and Woodland pursuant to agreements in effect were reduced proportionally.

H. In addition, to provide the services required of Woodland and Davis by their respective agreements with Springlake, Woodland has purchased an antenna communication system using monies received by Woodland from Springlake for the provision of services by Woodland to Springlake.

I. Throughout the terms of the agreements between Springlake and Davis and Woodland, the property owners of the Springlake District have significantly benefited through the prompt and effective delivery of fire protection services, fire suppression services, emergency medical services, and the other services required to be provided under these agreements.

J. The parties hereto now have determined that it is appropriate to enter in this Agreement to reaffirm the relationships between Springlake, Davis, and Woodland and to set forth the services provided by Davis and Woodland to Springlake and the compensation for such services.

TERMS

1. Services To Be Provided by the City of Woodland to the Springlake District

a. Through its Fire Department, Woodland shall provide all administrative services required under applicable laws and necessary for the effective operation of the Springlake Fire Protection District subject to the direction and approval of the Board of Commissioners and the Board of Directors of the Springlake Fire Protection District. Included in these administrative services are the following:

i. The provision of all services necessary to properly conduct meetings of the Board of Directors in compliance with the Brown Act and the attendance by the Woodland Fire Chief, or his or her designee, at all Board of Directors meetings;

ii. The preparation and preservation of all records of service and administration of the Springlake District except for those records directly related to services provided by Davis under this Agreement;

iii. The provision of annual reports of the operations of the Springlake District to be provided to the Springlake Board of Commissioners and the Springlake Board of Directors no later than March 1 of each year unless the Springlake Board of Directors establishes a different date;

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- iv. The quarterly submission to the Springlake Board of Directors of all invoices, and other demands for payment, for actual expenses incurred for the administration of the Springlake District’s day-to-day operations, which invoices and demands for the Springlake District’s actual expenses shall be received, approved, and paid by the Springlake Board of Directors; and
 - v. The provisions of such other administrative services as may be reasonably requested by the Board of Commissioners or the Board of Directors of the Springlake Fire Protection District.
- b. For Area A, through its Fire Department, Woodland shall provide all fire protection services, fire suppression services, and emergency medical services as required by applicable laws and to the same quality as reasonably possible given geographic and land use differences as the same services are provided by Woodland to the property owners within the City of Woodland.
- c. For Area A, to the extent permitted under applicable laws and subject to the direction and approval of the Board of Directors of the Springlake Fire Protection District, Woodland, through its Fire Department, shall undertake to do each of the following:
- i. Review building plans for all commercial, industrial, public assembly, and single and multi-family structures for compliance with all applicable fire regulations, fire codes and ordinances utilized for similar structures within the City of Woodland;
 - ii. Perform weed abatement enforcement, fire code enforcement, fire code inspections of commercial and industrial structures, and conduct fire prevention programs consistent with similar inspections and programs within the City of Woodland;
 - iii. Investigate causes of fires;
 - iv. Provide limited inspections of existing rural water systems and maintain records of these inspections as may be required by the Insurance Services Office; and
 - v. Such other services directly related to the services required of Woodland under this Agreement as may be reasonably requested by the Board of Commissioners or the Board of Directors of the Springlake Fire Protection District.
- d. In providing the services required under this Agreement, Woodland shall not be required to duplicate those efforts or services provided by other governmental agencies or to provide any services which are required by law to be provided by another governmental agency.

e. To the extent permitted by applicable laws, in performing the fire code inspections required by Section c.ii. above, it is understood that the Woodland Fire Department will be utilizing and applying the City of Woodland’s modifications to the California Fire Code. However, in the event that these modifications are less restrictive than the County’s modifications to the California Fire Code concerning the requirement of residential and commercial sprinkling systems, then the County modifications shall be utilized by the Woodland Fire Department in the performance of the fire code inspections required by Section c.ii. above with regard to the requirement of residential and commercial sprinkling systems.

2. Services To Be Provided by the City of Davis to the Springlake District

a. For Area B, through its Fire Department, Davis shall provide all fire protection services, fire suppression services, and emergency medical services as required by applicable laws and to the same quality as reasonably possible given geographic and land use differences as the same services are provided by Davis to the property owners within the City of Davis.

b. For Area B, to the extent permitted under applicable laws and subject to the direction and approval of the Board of Directors of the Springlake Fire Protection District, Davis, through its Fire Department, shall undertake to do each of the following:

i. Review building plans for all commercial, industrial, public assembly, single and multi-family structures for compliance with all applicable fire regulations, fire codes and ordinances utilized for similar structures within the City of Davis;

ii. Perform weed abatement enforcement, fire code enforcement, fire code inspections of commercial and industrial structures, and conduct fire prevention programs consistent with similar inspections and programs within the City of Davis;

iii. Investigate causes of fires;

iv. Provide limited inspections of existing rural water systems and maintain records of these inspections as may be required by the Insurance Services Office;

v. Require the Davis Fire Chief, or her or his designee, to attend Springlake District Board of Director's meetings when requested to do so by the Springlake Board of Directors; the Davis Fire Chief shall receive notice of all Springlake district Board of Director's meetings and shall attend all meetings that the Davis fire chief determines to attend, in addition to all meetings that the Davis Fire chief is requested to attend,

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- vi. Prepare and preserve all records of services directly related to services provided by Davis under this Agreement;
- vii. Provide annual reports on the operations of the Springlake district for Area B by March 1 of each year, to the Springlake Board of Commissioners and the Springlake Board of Directors on the operations of the Springlake District Area B unless a different date is established by the Springlake Board of Directors (this information may be consolidated with the annual report prepared by Woodland for Area A); and
- viii. Provide such other services directly related to the services required of Davis under this Agreement as may be reasonably requested by the Board of Commissioners or the Board of Directors of the Springlake Fire Protection District.

c. In providing the services required under this Agreement, Davis shall not be required to duplicate those efforts or services provided by other governmental agencies or to provide any services which are required by law to be provided by another governmental agency.

d. To the extent permitted by applicable laws, in performing the fire code inspections required by Section b.ii. above, it is understood that the Davis Fire Department will be utilizing and applying the City of Davis' modifications to the California Fire Code. However, in the event that these modifications are less restrictive than the County's modifications to the California Fire Code concerning the requirement of residential and commercial sprinkling systems, then the County modifications shall be utilized by the Davis Fire Department in the performance of the fire code inspections required by Section b.ii. above with regard to the requirement of residential and commercial sprinkling systems.

e. Notwithstanding Woodland's responsibilities under this Agreement for administration of the Springlake District, Woodland will not supervise or provide operational oversight on any services or operations performed by Davis in Area B or otherwise. Davis will be solely responsible for the services and operations performed by Davis under this Agreement.

3. Compensation to be paid by the Springlake District

a. For the services provided by Woodland pursuant to this Agreement, Springlake shall pay Woodland a portion of the real property taxes that Springlake annually receives. The portion to be paid shall be determined as follows: the percentage derived by taking the total of assessed value of Area A divided by the total assessed value of the Springlake District. That percentage will then be multiplied by the total amount to be distributed.. In addition, Springlake shall pay Woodland the fire suppression assessments on real property located in Area A that Springlake annually receives. Springlake shall also pay Woodland the development impact fees received by Springlake for real property located

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in Area A. Springlake shall also transfer title to the two fire engines housed, maintained and utilized by Woodland on behalf of the Springlake District since 1994. Finally, Springlake shall take such steps as necessary to transfer title to the communication system purchased and utilized by Woodland on behalf of the Springlake District.

b. For the services provided by Davis pursuant to this Agreement, Springlake shall pay Davis a portion of the real property taxes that Springlake annually receives. The portion to be paid shall be determined as follows: the percentage derived by taking the total of assessed value of Area B divided by the total assessed value of the Springlake District. That percentage will then be multiplied by the total amount to be distributed.. In addition, Springlake shall pay Davis the fire suppression assessments on real property located in Area B that Springlake annually receives. Springlake shall also pay Davis the development impact fees received by Springlake for real property located in Area B. Finally, Springlake shall transfer title to the one fire engine housed, maintained and utilized by Davis on behalf of the Springlake District since 1994.

c. Payment of the property taxes, fire suppression assessments, and development impact fees to be paid by Springlake to Davis and Woodland under this Agreement shall be made to the cities at the same time as property taxes and/or fire suppression assessments from within the cities are paid to the cities, but in no event later than the payment of such taxes, assessments, and fees to other fire protection districts in Yolo County. Development impact fees shall be paid to the cities within 60 days of receipt of the fees by Springlake.

4. Term

a. The term of this Agreement shall begin on July 1, 2004 and shall, unless otherwise terminated in accordance with its terms, end on midnight, June 30, 2024.

b. Any party to this Agreement may terminate this Agreement for any reason upon the provision of one year’s advance written notice to the other parties, provided, however, that failure to pay the property taxes, and fire suppression assessments within sixty (60) days of the due date, shall be grounds for early termination of this Agreement. In the event of non-payment, either city may make a demand to pay to Springlake and the Yolo County Auditor-Controller. Such notice shall provide that failure to pay the full amount owed within 30 days of the notice shall be grounds for termination of this Agreement. If the amounts due are not paid within this 30 day period, either city or both may terminate this Agreement, and all services to be provided under this Agreement sixty (60) days from the expiration of the thirty (30) day period. In the event of termination for non-payment, Springlake shall remain obligated to and shall pay the cities or city for the time up to the termination day of the Agreement in the amounts specified in this Agreement.

5. Entire Agreement

This Agreement represents the entire agreement of the parties with respect to the subject of this Agreement, and no representations have been made or relied upon except as set

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forth herein. This Agreement supersedes all other agreements between the parties hereto. This Agreement may be amended or modified only by written, fully executed agreement of the parties.

IN WITNESS WHEREOF, the parties have hereto set their signature as of the date first above named herein.

Springlake Fire Protection District

By _____
Deputy

By Weston J. Arvin
Weston Arvin, Chair
Board of Directors

Attest: Nell A. Hessel
Nell A. Hessel, Clerk
Board of Directors

City of Davis

By Ruth Asmundson
Ruth Asmundson, Mayor

Attest: Betty Racki
Betty Racki, Clerk
City of Davis

City of Woodland

By Matt Rexroad
Matt Rexroad, Mayor

Attest: Susan L. Vannucci
Susan L. Vannucci, Clerk
City of Woodland