



Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

APPLICATION FOR APPROVAL OF AN OUT-OF-AGENCY FIRE PROTECTION CONTRACT

Government Code Section 56134

Complete this form. Answer every item—Mark “N/A” where an item does not apply and briefly explain why. Where a response is provided in an attached exhibit, identify the exhibit and page number. Attach additional sheets as needed.

PART 1 | APPLICANT AND AFFECTED AGENCIES

1.1 Applicant (agency proposing to provide new or extended services)

Agency name: _____

Contact person and title: _____

Mailing address: _____

Telephone: _____ Email: _____

Role: ☐ Proposed service provider ☐ Agency receiving service ☐ Existing service provider ☐ Other: _____

1.2 Affected Public Agency

Agency name: _____

Contact person and title: _____

Mailing address: _____

Telephone: _____ Email: _____

Role: ☐ Proposed service provider ☐ Agency receiving service ☐ Existing service provider ☐ Other: _____

1.3 Additional Affected Public Agency (attach additional sheets as needed)

Agency name: _____

Contact person and title: _____

Mailing address: _____

Telephone: _____ Email: _____

Role: ☐ Proposed service provider ☐ Agency receiving service ☐ Existing service provider ☐ Other: _____

1.4 Recognized Employee Organizations Representing Firefighters

List each recognized employee organization representing firefighters of the existing and proposed providers. GC §56134(d)(1).

Organization name	Represents employees of	Contact (name, title, email)

1.5 Applicant's Consultants / Agents (fiscal analyst, counsel, other)

Name/firm	Role	Telephone/email

PART 2 | APPLICABILITY AND INITIATION

2.1 Principal Act and Authority to Provide Fire Protection Services

For each agency party to the contract, cite its principal act and the code section(s) authorizing fire protection services.

(E.g., *Fire Protection District Law of 1987 (H&S Code §13800 et seq.)*; *Community Services District Law (Gov. Code §61000 et seq.)*. A latent power must be activated by LAFCo before services are provided.)

A. Proposed Service Provider

Agency name: _____

Principal act: _____ Code section(s): _____

Fire protection power is: ☐ Active ☐ Latent (describe activation status on separate sheet)

B. Agency Receiving Service

Agency name: _____

Principal act: _____ Code section(s): _____

Fire protection power is: ☐ Active ☐ Latent (describe activation status on separate sheet)

Attach additional sheets for any other affected agency.

2.2 Pre-Submission Written Consent or 30-Day Written Notice GC §56134(d)(1)

Check the method used to satisfy §56134(d)(1) for each affected public agency and each recognized employee organization representing firefighters of the existing and proposed service providers:

☐ **Written consent.** Executed written agreement consenting to the contract is attached as Exhibit C. GC §56134(d)(1)(A)

☐ **30-day written notice.** Notice, with a full copy of the contract, was delivered at least 30 days before the hearing on the resolution. Copies of each notice and proof of delivery are attached as Exhibit C. GC §56134(d)(1)(B)

List each recipient and attach its notice or consent as Exhibit C.

If notice was used:

Is the submitted contract identical to the noticed contract? ☐ Yes ☐ No

If no, describe changes made after notice: _____

Did any recipient decline to consent or object? ☐ Yes ☐ No

If yes, identify the party and its position (attach any response as part of Exhibit C): _____

2.3 Open Public Hearing Verification GC §56134(d)(2)

Where notice was used under Item 2.2, the hearing must occur at least 30 days after the last notice was delivered.

Legislative body: _____ Hearing date: _____

Resolution No.: _____ Vote: _____

☐ Ralph M. Brown Act ☐ Bagley-Keene Open Meeting Act

Date last notice delivered: _____ Days before hearing (min. 30): _____

☐ The clerk certifies that the resolution was adopted after an open and public hearing and, where notice was used, at least 30 days after the last notice was delivered.

Signature: _____ Date: _____

Printed name: _____ Title: _____

Attach the agenda, proof of posting, and minutes or certified excerpt as part of Exhibit C.

2.4 Resolution of application (attach certified resolution and any Director of Finance approval as Exhibit A): *GC §56134(c), (g)*

Adopting body: _____ Resolution No.: _____

Date adopted: _____ Date of public hearing on resolution: _____

Director of Finance approval date (if applicable under §56134(c)(2) or (c)(3)): _____

PART 3 | DESCRIPTION OF THE FIRE PROTECTION CONTRACT

3.1 Provide a summary of the proposed contract, including its title, parties, term, proposed effective date, renewal and termination provisions, compensation or cost allocation methodology, and governance or oversight provisions. Attach a complete copy of the contract, with all exhibits, as Exhibit B.

3.2 Describe why the contract is proposed and the process by which the parties reached agreement.

3.3 Describe any related or special arrangements: start-up or transition costs, joint powers agreements, automatic or mutual aid agreements, shared facilities or staffing, dispatch, EMS/ambulance arrangements, or agreements with CAL FIRE, as applicable. Attach any related agreements as Exhibit K.

3.4 Will the receiving agency continue to exist and keep its legal authority to provide fire protection services? State whether the contract is expected to lead to an annexation, consolidation, dissolution, or other reorganization within three years of its effective date. If so, identify the type of proposal, the anticipated filing date, and the steps toward filing. If the parties instead want permanent contract status, explain why a contract is preferred over a change of organization.(Contracts with permanent status are subject to Commission review at least every five years through the municipal service review.)

PART 4 | AFFECTED TERRITORY AND AGENCY PROFILES

4.1 Describe the affected territory (general location, communities). Attach a map as Exhibit D.

4.2 Provide current data for each agency:

	Service provider	Receiving agency	Affected territory
Jurisdictional boundary (acres/sq. mi.)			
Estimated population			
Registered voters			
Number of fire stations			
Current ISO Public Protection Classification			
Fire Hazard Severity Zones (SRA / LRA)			
Annual incident volume (most recent full year)			

4.3 Disadvantaged Unincorporated Communities. *GC §§56033.5, 56430(a)(2)–(3)*

Are any disadvantaged unincorporated communities (DUCs) located within or next to the affected territory? ☐ Yes ☐ No

If yes, complete the following for each DUC (attach additional sheets as needed):

Community name or location: _____

Within or contiguous to affected territory: ☐ Within ☐ Contiguous

Estimated population: _____ Median household income: _____

Existing structural fire protection deficiencies (check all that apply):

- ☐ Inadequate fire flow or hydrant coverage ☐ Limited emergency access or evacuation routes
☐ Response times below applicable standards ☐ Distance from nearest staffed station ☐ None identified

Effect of the proposed contract on those deficiencies: ☐ Improves ☐ No change ☐ Worsens

4.4 Describe existing land uses, General Plan designations, and anticipated development in the affected territory that could affect service demand.

PART 5 | THRESHOLD DETERMINATION

5.1 Summarize how the contract meets the 25-percent area threshold. For each affected agency, state the total acreage within its jurisdictional boundaries, including territory protected under a fire protection contract entered into on or before December 31, 2015, along with the acreage to be transferred and the resulting percentage. Attach supporting maps and GIS data as part of Exhibit D. *GC §56134(a)(1)(A)*

The resolution of application must be accompanied by a determination, supported by documentation, that the contract meets the area or employment threshold. GC §56134(e)(10).

5.2 Employment threshold (complete for each affected agency whose employees' employment status changes): *GC §56134(a)(1)(B)*

Attach adopted budget or position-control documents showing current authorized and filled positions (e.g., transfer of employer, layoff, reclassification, or elimination of positions) as part of Exhibit G.

Affected agency	Total employees (all classifications)	Employees whose employment status would change	Percent affected

5.3 If the threshold is met in combination with other contracts or agreements, list each such contract or agreement, its parties, effective date, and its contribution to the threshold. *GC §56134(a)(2)*

PART 6 | PLAN FOR SERVICES

Respond to each item here **or** attach the Plan for Services as Exhibit E and identify the page on which each item is addressed.

6.1 The total estimated cost to provide the new or extended fire protection services in the affected territory (identify one-time transition costs and ongoing annual costs separately). *GC §56134(e)(1)*

6.2 The estimated cost of the new or extended fire protection services to customers in the affected territory (e.g., taxes, special taxes, assessments, fees, or charges borne by residents and property owners, compared to current costs). *GC §56134(e)(2)*

6.3 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 (including customers remaining in the provider's existing service area). *GC §56134(e)(3)*

6.4 A plan for financing the exercise of the new or extended fire protection services in the affected territory, including all revenue sources and any revenue source requiring separate approval (see Item 9.4). *GC §56134(e)(4)*

6.5 Alternatives for the exercise of the new or extended fire protection services in the affected territory (e.g., status quo, alternative providers, shared services, consolidation or other changes), and why the proposed contract was selected. *GC §56134(e)(5)*

6.6 An enumeration and description of the new or extended fire protection services proposed to be extended to the affected territory. *GC §56134(e)(6)*

6.7 The level and range of the new or extended fire protection services (e.g., station locations, daily staffing and apparatus, response-time standards and current performance, EMS level of care), and whether service levels will increase, remain the same, or decrease compared to current service in both the affected territory and the provider’s existing service area. *GC §56134(e)(7)*

6.8 An indication of when the new or extended fire protection services can feasibly be extended to the affected territory, including a transition schedule. *GC §56134(e)(8)*

6.9 An indication of any improvements or upgrades to structures, roads, sewer or water facilities, or other conditions the public agency would impose or require within the affected territory if the contract is completed. *GC §56134(e)(9)*

6.10 A determination, supported by documentation, that the contract meets the area or employment threshold. *GC §56134(e)(10)*

PART 7 | PERSONNEL, LABOR, AND RETIREMENT

7.1 Current and proposed staffing:

	Service provider		Receiving agency	
Classification	Current	Proposed	Current	Proposed
Safety – chief officers				
Safety – captains/engineers				
Safety – firefighters / FF-paramedics				
Paid reserves / paid-call				
Volunteers (unpaid)				
Non-safety – prevention/inspection				
Non-safety – administrative / support				
Total				

7.2 Describe how affected employees will be treated under the contract (e.g., transfer of employment, classification mapping, seniority, salary and benefits, probationary status, positions eliminated or added, and any displaced employees).

7.3 Describe the status of meet-and-confer obligations under the Meyers-Milias-Brown Act and any agreements reached with employee organizations. Section 56134 does not abrogate those obligations. *GC §56134(m)*

7.4 Describe the retirement systems covering affected employees (e.g., CalPERS, Marin County Employees' Retirement Association), any change in retirement plan or formula, and the treatment of unfunded accrued liabilities and other post-employment benefit (OPEB) obligations, including which agency will be responsible for each. Attach actuarial information and any agreements regarding unfunded liabilities as Exhibit J.

PART 8 | FACILITIES, EQUIPMENT, ASSETS, AND LIABILITIES

8.1 Describe the use, transfer, lease, or retention of fire stations, apparatus, equipment, and other facilities, including any required upgrades, replacement schedules, or new facilities. Describe the assumption or retention of assets, liabilities, debt, reserves, and pending claims or litigation, and any indemnification or insurance provisions of the contract.

PART 9 | INDEPENDENT COMPREHENSIVE FISCAL ANALYSIS AND REVENUE SUFFICIENCY**9.1 Identify the preparer of the fiscal analysis (attach the completed analysis as Exhibit F):**

Indicate how the independent comprehensive fiscal analysis was or will be prepared (check one):

- ☐ LAFCo-managed consultant. The applicant requests that Marin LAFCo select and contract with an independent fiscal consultant. The applicant will fund the cost through a deposit with LAFCo.
- ☐ Applicant-retained consultant. The applicant has contracted directly with an independent fiscal consultant.

Firm/preparer name: _____

Date of analysis: _____ Contracting agency: _____

Statement of independence. Describe any other work the preparer has performed for the applicant or any affected agency:

9.2 Confirm the fiscal analysis reviews and documents each of the following: GC §56134(f)(1)–(3)

- ☐ (f)(1) A thorough review of the Plan for Services submitted under §56134(e). Page(s): _____
- ☐ (f)(2) How the costs of the existing service provider compare to the costs of services in service areas with similar populations and similar geographic size that provide a similar level and range of services, and a reasonable determination of the costs expected to be borne by the public agency providing the new or extended services. Page(s): _____
- ☐ (f)(3) Any other information and analysis needed to support the Commission's findings under §56134(j), including revenue sufficiency and a reasonable reserve for the three fiscal years following the effective date of the contract. Page(s): _____

9.3 Summarize projected revenues, expenditures, and reserves for the service provider and the receiving agency for at least the three fiscal years following the contract's effective date (five years preferred). Attach detailed projections and the most recent adopted budgets and audited financial statements as Exhibit G. GC §56134(i)(1), (j)(4)

	FY 1	FY 2	FY 3	FY 4–5 (optional)
Contract revenue/payments				
Other revenues attributable to affected territory				
Total cost of service in affected territory				
Net (revenues less costs)				
Reserve balance / % of operating budget				

(B) Receiving agency – show how contract payments and retained costs and liabilities will be funded.

	FY 1	FY 2	FY 3	FY 4–5 (optional)
Revenues available				
Contract payments to service provider				
Retained administrative costs				
Retained CalPERS / MCERA / OPEB payments				
Net (revenues less obligations)				
Reserve balance / % of operating budget				

9.4 Will any new or increased revenue source be required for the public agency to have sufficient revenue to provide the services? If yes, identify the source, the approval required, and its status, and attach supporting documentation as Exhibit I. The Commission may condition approval on concurrent approval of sufficient revenue sources under GC §56886, in which case the services may not be exercised if those sources are not approved.

- ☐ No ☐ Yes (describe): _____

PART 10 | MANDATORY COMMISSION FINDINGS

The Commission may not approve a fire protection contract unless it determines, based on the entire record, each of the determinations below. For each determination, identify where it is supported in the application.

	Required determination	Where supported in the application
(i)	The public agency will have sufficient revenues to carry out the new or extended fire protection services outside its jurisdictional boundaries (or approval is conditioned on concurrent approval of sufficient revenue sources under GC §56886).	<i>e.g., Items 9.3(A), 9.4; Exhibits F and G</i>
(j)(1)	The proposed exercise of new or extended fire protection services outside the agency's jurisdictional boundaries is consistent with the intent of the Cortese-Knox-Hertzberg Act, including the policies of GC §§56001 and 56300.	<i>e.g., Items 3.4, 4.3–4.4, 6.5</i>
(j)(2)	The Commission has reviewed the independent comprehensive fiscal analysis prepared under GC §56134(f).	<i>e.g., Exhibit F; Items 9.1–9.2</i>
(j)(3)	The Commission has reviewed any testimony presented at the public hearing.	<i>N/A – completed by the Commission at hearing</i>
(j)(4)	The affected territory is expected to receive revenues sufficient to provide public services and facilities and a reasonable reserve during the three fiscal years following the contract's effective date.	<i>e.g., Item 9.3(A)–(B); Exhibits F and G</i>

PART 11 | ENVIRONMENTAL REVIEW (CEQA)

10.1 Identify the lead agency and the environmental determination made for the contract:

- ☐ Categorical or statutory exemption (cite section): _____ Notice of Exemption filed (date): _____
☐ Common-sense exemption, CEQA Guidelines §15061(b)(3) Notice of Exemption filed (date): _____
☐ Negative Declaration / Mitigated Negative Declaration (SCH No.): _____
☐ Environmental Impact Report (SCH No.): _____
☐ Other / not yet determined (explain): _____

Attach the environmental document and any Notice of Exemption or Notice of Determination as Exhibit H.

PART 12 | Indemnification Agreement

As part of this Application, Applicant and its successors and assigns, shall indemnify, defend and hold harmless, LAFCo, its officials, officers, employees, agents, representatives, contractors and assigns from and against any and all claims, demands, liability, judgments, damages (including consequential damages), awards, interests, attorneys' fees, costs and expenses of whatsoever kind or nature, at any time arising out of, or in any way connected with any legal challenges to or appeals associated with LAFCo's review and/or approval of the Application (collectively, "Indemnification Costs"). Applicant's obligation to indemnify, defend and hold harmless LAFCo, its officials, officers, employees, agents, representatives, contractors and assigns under this Agreement shall apply regardless of fault, to any acts or omissions, or negligent conduct, whether active or passive, on the part of the Applicant, LAFCo, its officials, officers, employees, agents, representatives, contractor or assigns. Applicant's obligation to defend LAFCo, its officials, officers, employees, agents, representatives, contractor or assigns under this Agreement shall be at Applicant's sole expense and using counsel selected or approved by LAFCo in LAFCo's sole discretion.

In the event of a lawsuit, Applicant will be notified by LAFCo within three (3) business days of being served. An invoice will be submitted to the Applicant by LAFCo for an amount between \$10,000 and \$25,000 to cover a portion of the Indemnification Costs ("Reserve"), which shall depend upon the estimated cost to resolve the matter and shall be determined in LAFCo's sole discretion. Applicant shall pay the Reserve to LAFCo within seven (7) calendar days of LAFCo's request. The Reserve shall be applied against LAFCo's final bill for the Indemnification Costs, with any unused portion to be returned to Applicant. LAFCo shall bill Applicant monthly for the Indemnification Costs, which shall be paid to LAFCo no later than 15 calendar days after receipt of LAFCo's bill. LAFCo may stop defending the matter if at any time LAFCo has not received timely payment of the Reserve and/or the Indemnification Costs. This will not relieve Applicant of any of its obligations pursuant to this Agreement.

I certify that I am authorized to submit this application on behalf of the agency identified below, and that the statements furnished above and in the attached exhibits present the data and information required and are true and correct to the best of my knowledge and belief.

Applicant (Proposed Service Provider)

Signature: _____ Date: _____

Printed name and Title: _____ Agency: _____

Affected Public Agency (Receiving Agency)

Signature: _____ Date: _____

Printed name and Title: _____ Agency: _____

Other Affected Public Agency (if applicable)

Signature: _____ Date: _____

Printed name and Title: _____ Agency: _____

Appendix A

Submit the following with this application. Label each exhibit as shown. Items marked “if applicable” may be marked N/A with an explanation.

Rec'd	Exhibit	Description	Authority
☐	A	Certified copy of the resolution of application and, if applicable, Director of Finance approval	<i>GC §56134(c), (g)</i>
☐	B	Complete copy of the proposed fire protection contract or agreement, with all exhibits	<i>GC §56134(d)(1)(B), (e)(10)</i>
☐	C	Executed written consent agreements OR copies of each written notice with proof of delivery; agenda, proof of posting, and minutes of the applicant's public hearing	<i>GC §56134(d)</i>
☐	D	Maps showing jurisdictional boundaries of each affected agency, the affected territory, fire station locations, and any area served	<i>GC §56134(a)(3), (e)(10)</i>
☐	E	Plan for Services addressing each item in GC §56134(e)(1)–(10)	<i>GC §56134(e)</i>
☐	F	Independent comprehensive fiscal analysis prepared by contract	<i>GC §56134(f)</i>
☐	G	Adopted budgets, most recent audited financial statements, multi-year revenue/expenditure projections, and position-control or staffing documentation for each affected agency	<i>GC §56134(e)(10), (i), (j)(4)</i>
☐	H	CEQA documentation	<i>Pub. Res. Code §21000 et seq.</i>
☐	I	Documentation of any revenue source requiring concurrent approval (if applicable)	<i>GC §56134(i)(2), 56886</i>
☐	J	Retirement system actuarial information and any agreements regarding unfunded liabilities (if applicable)	<i>GC §56134(e)(1), (f)(3), (j)(4)</i>
☐	K	Related agreements: JPA, automatic/mutual aid, dispatch, CAL FIRE, facility leases (if applicable)	<i>GC §56134(a)(2)</i>
☐	L	Processing fee/deposit and signed indemnification agreement	<i>Marin LAFCo fee schedule</i>