

**REIMBURSEMENT AGREEMENT FOR INSURANCE CLAIMS BETWEEN THE
COUNTY OF SONOMA AND GOLD RIDGE FIRE PROTECTION DISTRICT**

This Reimbursement Agreement ("Agreement") is made and entered into as of September 12, 2023 by the Gold Ridge Fire Protection District ("District"), a fire district organized and operated pursuant to the Fire Protection District Law of 1987, and the County of Sonoma (the "County"), a political subdivision of the State of California, with respect to the following Recitals, which are incorporated as a substantive part of this Agreement. The District and County are collectively referred to as the Parties.

RECITALS

WHEREAS, an Agreement titled, "Agreement for Fire Protection Services," ("Agreement") was entered into by the County and North Bay Fire, Inc., a non-profit public benefit corporation ("NBF") and dated April 19, 2019; and

WHEREAS, pursuant to the Agreement, NBF was to provide primary fire and emergency services within the boundaries of County Service Area 40 (CSA-40), and provide all maintenance and repairs to any vehicle or apparatus owned by any Volunteer Fire Company ("VFC") within County Service Area 40 territory or the County;

WHEREAS, the County maintained an insurance policy ("Policy"), VFNUTR0016202-00, for property insurance and auto liability insurance on vehicles owned by the County and which listed NBF as an insured; and

WHEREAS, three insurance claims were made by NBF on County owned vehicles (CATR21050297; CATR21120016; CATR22010332) during Fiscal Years 2020-2021 and 2021-2022; and

WHEREAS, NBF paid for the repairs to the vehicles, but the insurance reimbursement payments through the Policy were made to the County in the amounts of \$45,110; \$16,556.38 and \$38,348.60, for a total incidence amount of \$100,014.98 and

WHEREAS, it is desirous of the Parties for County to reimburse NBF the total amount of the insurance payments for NBF to be made whole; and

WHEREAS, on June 21, 2023, a Certificate of Competition for a Reorganization of Territory was recorded by the Sonoma Local Agency Formation Commission (LAFCO), in which NBF was annexed into the District and therefore it is proper for the reimbursement to be paid to District; and


NOW, THEREFORE, in consideration of the mutual promises set forth in this Reimbursement and Indemnity Agreement and for other valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, it is agreed:

AGREEMENT

1. County will reimburse District in the amount of one hundred thousand, fourteen dollars and 98 cents (\$100,014.98), which is the total amount of the insurance claims made by NBF under the Policy ("Payment") and more accurately described in Exhibit A. There will be no interest paid on this reimbursement.
2. County will make the Payment to District within 30 days of the execution of this Agreement.
3. District agrees that the Payment constitutes the full amount of the reimbursement sought, and there are no outstanding claims, expenses or liabilities of any kind arising from or in any way connected to the Policy or insurance claims previously made.
4. The Recitals at the beginning of this Agreement are material to this Agreement and are incorporated into it by this reference. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered, and supersedes all prior or contemporaneous written or oral arrangements, agreements and understandings between the parties with regard to the turnout.
5. Each party will, whenever and as often as it shall be reasonably requested by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents as may be reasonably necessary in order to carry out the intent and purpose of this Agreement.
6. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, equally admissible in evidence, but all of which together shall constitute one and the same Agreement, notwithstanding that the signatures of each party or their respective representatives do not appear on the same page of this Agreement. The parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The parties hereto (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.
7. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all the other provisions of this Agreement shall be construed to remain fully valid, enforceable and binding on the parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement in Sonoma County, California.

GOLD RIDGE FIRE PROTECTION DISTRICT:



President, Board of Directors

8/2/23

Date

COUNTY OF SONOMA:


Chair, Board of Supervisors

Date

ATTEST:


Clerk of the Board of Supervisors Date

APPROVED AS TO FORM:



General Counsel for Districts Date

APPROVED AS TO FORM



Deputy County Counsel for COUNTY Date