

SECOND AMENDMENT TO AGREEMENT FOR FIRE PROTECTION SERVICES

This Second Amendment ("Second Amendment"), dated as of June 8, 2021, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and North Bay Fire, Inc., a non-profit public benefit corporation (hereinafter "NBF"), collectively referred to herein as the "Parties" who agree as follows.

RECITALS

WHEREAS, County desires to promote maximum utilization of fire and emergency service resources within Sonoma County; and

WHEREAS, NBF is a Non-Profit Public Benefit Corporation organized pursuant to the laws of the State of California, presently in good standing with the California Secretary of State. The Articles of NBF authorize NBF to perform fire and emergency services, and are consistent with the terms and conditions of this agreement; and

WHEREAS, on April 1, 2019, the County entered into the Agreement for Fire Protection Services ("Agreement") with NBF for the performance of primary fire and emergency services within the boundaries of County Fire Service Area No. 40 ("CSA 40"); and

WHEREAS, on November 19, 2019, the Board of Supervisors authorized the County Administrator to enter into the First Amendment to Agreement for Fire Protection Services ("First Amendment"). The First Amendment added the administration of programming for the Mayacamas and Wilmar Community Facilities Districts to the scope of work of the Agreement for an additional not to exceed amount of \$132,900; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to continue to employ the services of NBF to provide support services to the CSA 40.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

- I. Section 2 of the Agreement, entitled "Scope of Services" shall be amended to add Section 2.7 Unspent Funds Expenditure Plan to include the following provision:

Any unspent funds remaining at the end of a fiscal year (July 1-June 30) shall only be spent as outlined in Exhibit E.

- II. Section 3 of the Agreement, entitled "Compensation" is hereby deleted in its entirety and replaced as follows:

3.1. For and in consideration of the rendition of fire and emergency services hereunder, County shall pay NBF compensation of \$2,200,000 to be paid bi-annually on July 15 and January 15. A breakdown of costs used to derive the lump sum amount is specified in Exhibit C, attached hereto and incorporated herein by this reference.

3.2. For all services and incidental costs authorized by Section 2.6, NBF shall receive \$115,000 to be paid bi-annually on July 15 and January 15 for the Wilmar Community Facility District.

3.3 In the event a countywide sales tax measure to fund fire services passes, or if any portion of CSA 40 consolidates with, or is annexed into, another entity, the parties agree to renegotiate the terms of this Agreement.

III. Section 4 of the Agreement, entitled “Term of Agreement” shall be amended from April 1, 2019 to June 30, 2023.

IV. Exhibit B of the Agreement, entitled “Scope of Work” is amended as follows:

a. Paragraph 5 of Exhibit B is hereby deleted in its entirety and is replaced with the following:

“5. NBF shall provide quarterly reports to the County Administrator’s Office or the County Fleet Manager as provided below:

5.1. To the County Administrator’s Office, attention Principal Analyst: All training provided to the volunteer firefighters of CSA 40, including the name of firefighter, type and content of training, who performed the training and their qualifications to perform the training, and any and all certifications received by these volunteers during the training; and

5.2. To the County Fleet Manager: All maintenance performed on equipment owned by either a volunteer fire company or the County of Sonoma, including reports from the garage or mechanic that performed the maintenance on any vehicles owned by either a volunteer fire company or the County of Sonoma.”

b. Paragraph 14 of Exhibit B is hereby deleted in its entirety and is replaced with the following:

“14. Reports.

14.1. NBF shall complete and submit incident reports of all events within County Fire Service Area #40 to the State. NBF shall complete incident reports of all events it responds to within fourteen (14) days of the incident and shall submit the incident reports quarterly to the State, and shall submit a copy of the reports to the County Administrator’s office, attention Principal Analyst. NBF shall submit the required

annual reports to the State on behalf of the County, and shall submit a copy of the annual report to the County Administrator's office, attention Principal Analyst.

14.2. NBF shall be required to complete the NFPA National Fire Experience Survey annually, and provide a copy to the County Administrator's office, attention Principal Analyst."

- V. Exhibit C of the Agreement, entitled "Cost Breakdown" is hereby deleted and is replaced with Attachment A attached to this Second Amendment.
- VI. Exhibit D1 of the Agreement, entitled "NBF Assigned Vehicles" is hereby deleted and is replaced with Attachment B attached to this Second Amendment.
- VI. Exhibit E of the Agreement, entitled "Unspent Funds Expenditure Plan", attached to this Second Amendment as Attachment C, is hereby added to the Agreement.
- VII. Except to the extent the Agreement is specifically amended or supplemented hereby, together with exhibits and schedules is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising there under.

NBF warrants the person affixing his or her signature hereto is authorized to execute this agreement on behalf of Recipient.

COUNTY AND NBF HAVE CAREFULLY READ AND REVIEWED THIS SSCOND AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXEUTION OF THIS AMENMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the effective date.

NORTH BAY FIRE, INC.

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SONOMA

AGREEMENT EXECUTED:

By: _____

Sheryl Bratton, County Administrator

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

Date: _____

CERTIFICATES OF INSURANCE
REVIEWED AND ON FILE:

By: _____

Date: _____

Exhibit C

Cost Breakdown

\$1,200,000 Equipment, training, vehicle fuel and maintenance, rents and other priorities in a standard VFC memorandum of agreement.

\$325,000 to maintain and service IRP territory.

\$675,000 to subcontract with Gold Ridge Fire Protection District (GRFPD) for shared Fire Chief, shard Battalion Chiefs, volunteer coordinator and logistics, and part-time administrative and finance support. The subcontract with GRFPD shall be negotiated by NBF directly with GRFPD.

Exhibit D1 NBF Assigned Vehicles

Ownership	Issued To: Location where vehicle resides:	Desig. #	Co. EQ#	YR	MFR	MODEL	FIRE SCOPE DESCRIPTION	FIRE SCOPE Type	LICENSE	VIN	Purchase Value	Reason Removed
COUNTY	Camp Meeker	5562	G478	2014	Ford	F550	Engine (4x4)	Type 6	1375656	1FD0WSHT1DEB78093		
COUNTY	Camp Meeker	5540	E791	2000	Ford	F250	TRUCK 3/4 TON EXT CAB 4WD	Utility	1042855	1FTNX21L4YEB98098	\$29,734.00	
COUNTY	Fort Ross - Received from Mayacamas VFC 2017		G396	2003	Ford	F-650		Type 6	1094898	3FDWW65263MB01594	\$ 10,000.00	
COUNTY	Lakeville	9781	G460	2012	Spartan	Metro Star	Engine	Type 1	1351354	457CT2B95CC074950	\$390,144.30	
COUNTY	Lakeville	9742	M209	2013	Polaris	Ranger	6X6	ATV	33AS04	4XAHR76A2D4731486	\$15,000.00	
COUNTY	Wilmar		G486	2009	Ford	F550	Engine (4x4)	Type 6	1305958	1FDAW57R89EA30203	\$76,125.00	
COUNTY	Lakeville	9530	L307	2008	LOADRNR	ILRD714TA2	7X14 CARGO Trailer	cascade	1301588	4RACS14298K023962		
COUNTY	N. B Fire - Valley Ford	8680	9481	1998	Central-States	HME	Engine	Type 1	055994	44KFT4283WWZ18658	\$75,000.00	
COUNTY	Lakeville	9741	E438	2013	Ford	EXPEDIT	Command	SUV 4WD	1412465	1FMJU1G55DEF45227		
COUNTY (Mello Roos)	Sotoyome (Healdsburg)	6495	G402	2002	Peterbuilt	PB330	Water Tender	Water Tender	1167135	2NPNHD7X52M572043	\$58,000.00	
COUNTY	Two Rock	9600	E187	2006	Ford	Expedition	SUV (4x4)	Utility	1167289	1FMPU16556LA67496	\$30,000.00	
COUNTY (Mello Roos)	Wilmar	9496	G437	2007	Freightliner	Westgates	Tactical Water Tender	Water Tender	1233655	1FVHC5CV47HY30611	\$300,000.00	
COUNTY (Mello Roos)	Wilmar	9481	G517	2016	Spartan	Riverside/ER Star	Engine	Type 1	1534569	457CT2D91HC081706	\$506,360.00	
COUNTY	Valley Ford	8640	E480	2014	Ford	Explorer	Utility	SUV 4WD	1418282	1FM5K8D86EGB		
COUNTY	Lakeville	9701	E536	2016	Ford	Expedition	Command	SUV 4WD	1470718	1FM5K8AR9GGC14946		
COUNTY	Wilmar	DC89	E721	2020	Chevy 1500	Silverado	Command	1/2 ton P/U	1593683	1GCRYAEF8LZ317463	\$35,000.00	
COUNTY	Bodega	8740	E722	2020	Chevy 1500	Silverado	Utility	1/2 ton P/U	1593682	1GCRYAEF4LZ316942	\$35,000.00	
COUNTY	Wilmar	9401	E727	2020	Chevy 2500	Silverado	Command	3/4/ ton P/U	NEW	1GC2YLE79LF292256	\$38,000.00	
COUNTY	Bodega	8740	E159	2005	Ford	F350	TRUCK 1 TON EXT CAB	Utility	1167242	1FDWX36Y75EC88657	\$35,694.57	Returned to County Fleet
COUNTY (Mello Roos)	Mayacamas	3461	G482	2014	Ford	F550	Engine (4x4)	Type 6		1FD0W5HT1EEA26705		Transferred to SVFA
COUNTY	Mayacamas	3440	E965	2003	Ford	F350	TRUCK 1 TON EXT CAB UTILITY B	Utility	1094883	3FTSX30S73MB30110	\$133,200.00	Transferred to SVFA
COUNTY	San Antonio	9540	E839	2000	Ford	F350	TRUCK 1 TON UTILITY BODY 2WD	Utility	1052796	1FDSF3459YED83306	\$25,000.00	Returned to County Fleet
COUNTY	So. Co. Fire - Housed at Knights Valley	2981	G514	1990	Pierce	Dash	Engine	Type 1	131433	4P1CT01F5LA000380	\$20,000.00	Returned to County Fleet

Exhibit E

Unspent Funds Expenditure Plan

- A. Over the two-year term of this agreement, the County of Sonoma and North Bay Fire (NBF) agree that NBF may spend any accumulated contract funds on the following to support volunteer fire fighting readiness.
 - a. Strike Team revenue to be spent on capital improvements to facilities being used by NBF to perform the fire and emergency services pursuant to this Agreement, including installation of exhaust fans, building improvements, and major repairs to infrastructure.
 - b. Purchase of new Self Contained Breathing Apparatus (SCBA).
 - c. Purchase of mobile and hand held radios.
 - d. Purchase of Personnel Protective Equipment (PPE).
- B. NBF and the County agree that unspent funds may also be used to purchase fire apparatus, which would require approval by the Board of Supervisors and the return of unspent funds to the County to facilitate the purchase.