

**AGREEMENT BETWEEN THE COUNTY OF SONOMA AND THE CITY OF
HEALDSBURG RELATING TO FIRE PROTECTION SERVICES**

THIS AGREEMENT is made by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "**COUNTY**"), and the City of Healdsburg, a California municipal corporation (hereinafter "**CITY**"), as of _____, 2021.

WITNESSETH

WHEREAS, **CITY** maintains a fire department capable of providing fire protection; and

WHEREAS, **COUNTY** has heretofore contracted with local fire protection districts and cities to provide fire protection services to those areas of local responsibility not located within incorporated cities or fire protection districts; and

WHEREAS, it is desirable for **COUNTY** to contract with **CITY for CITY** to provide fire protection services to areas located within Zone FS -Dry Creek-Sotoyome of County Fire Service Area No. 40, (hereinafter "Zone FS-Dry Creek-Sotoyome") and Zone FS- Fitch Mountain of County Fire Service Area No. 40, (hereinafter "Zone FS-Fitch Mountain"); and

WHEREAS, **CITY** has the equipment and personnel and is willing to provide such services pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, **COUNTY** and **CITY** mutually agree as follows:

- I. The foregoing recitals are true and correct and are incorporated herein by reference.
- II. **CITY** shall provide fire protection for all fire types, rescue and emergency medical services, and other fire department related services within Zone FS-Dry Creek-Sotoyome and Zone FS-Fitch Mountain.
- III. **CITY** agrees to maintain a roster of active firefighters, paid or reserve, to perform the services required pursuant to this Agreement. Firefighters shall be deemed agents or employees of **CITY** and shall not be deemed agents or employees of **COUNTY**. Such firefighters shall be under the direction and control of the Fire Chief of **CITY**. **CITY** at its own expense shall provide Workers' Compensation Insurance for all active firefighters shown on said roster of firefighters.
- IV. **CITY** agrees to maintain its current firefighting equipment and to make such equipment available on a 24-hour basis, normal time for maintenance and repair excepted, to perform such services required pursuant to this Agreement. Any such equipment acquired pursuant to this Agreement shall be made available for fire protection as set forth in this Agreement. Such equipment when acquired shall be deemed to be property of the **CITY**.
- V. **CITY** shall respond to all calls for fire, rescue and emergency medical service, and other events requiring fire department services that originate within Zone FS-Dry Creek-Sotoyome and Zone FS-Fitch Mountain, including those calls found to be caused by a negligent act in which a responsible party is identified. For incidents clearly found to involve a negligent act, **COUNTY**, if requested by the **CITY**, shall reimburse **CITY for CITY'S** cost for responding to such incidents.
- VI. **CITY** agrees to establish and maintain command, control and coordination of all emergency response activities within Zone FS Dry Creek-Sotoyome and Zone FS Fitch Mountain.

VII. **CITY** agrees to document all response activities within Zone FS-Dry Creek-Sotoyome and Zone PS-Fitch Mountain. All records will be documented by the **CITY** with FIREHOUSE Software and using California FDID 49080 and made available monthly to the **COUNTY**.

VIII. **COUNTY** owns a truck used primarily for the transport of water to and from fire events ("Water Tender"). **CITY** agrees to store **COUNTY** Water Tender at **CITY** facilities. **CITY** and **COUNTY** agree that Water Tender will only be used for **COUNTY** mutual aid. **COUNTY** agrees to reimburse **CITY** for all costs of repair and maintenance of Water Tender. If Water Tender is used on any incident that requires reimbursement from any other agency, and the **CITY** receives such reimbursement, **CITY** will forward such reimbursement funds, excluding the portion of funds covering **CITY** staff time, to **COUNTY**.

VIII. Redwood Empire Dispatch Communications Authority (**REDCOM**) serves as the dispatch for both the **COUNTY** and the **CITY**, and the Fire Chiefs from both the **COUNTY** and **CITY** shall coordinate the development of resource deployment plans entered in the Computer Assisted Dispatch system (**CAD**) for responses to Zone FS-Dry Creek-Sotoyome and Zone PS-Fitch Mountain.

IX. Nothing in this Agreement is intended to affect the legal liability of either party to this Agreement by imposing or requiring any standard of care different than that provided by or existing in applicable law.

A. Neither party shall have any liability for failure or refusal to furnish mutual aid assistance, or for recalling or releasing resources in accordance with the terms of this Agreement. Neither party shall make a claim against the other for refusal to provide mutual aid assistance.

B. No debt, liability, or obligation of one party shall be the debt, obligation, or liability of the other party. Each party shall be responsible for its own acts and/or omissions.

C. Each party shall be responsible for injuries or death to its own personnel to the extent required by law. Each party, to the extent it is at fault, shall be responsible for damage to or loss of equipment while acting within the scope of this Agreement.

D. Each party shall procure and maintain at its own cost such insurance as is required by applicable federal and state law and as may be appropriate and reasonable in its discretion, to cover its personnel, equipment, vehicles, and property, including, but not limited to, liability insurance, workers' compensation, unemployment insurance, automobile liability and property damage. Each party may self-insure when appropriate.

E. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, **CITY** and **COUNTY** agree that all losses or liabilities incurred by a party shall not be shared pro rata, but instead, pursuant to Government Code Section 895.4, each party shall fully indemnify, defend and hold the other party, its elected and appointed officials, officers, employees and agents, harmless from any claim, expense or cost (including court costs and reasonable attorneys' fees), damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the

indemnifying party, its elected and appointed officials, officers, employees, or agents, under or in connection with any work, authority or jurisdiction delegated to such party under this Agreement. Neither party, nor either party's elected and appointed officials, officers, employees, or agents, shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party, its officers, employees, or agents under or in connection with any work, authority or jurisdiction delegated to such party hereunder. The parties' obligations pursuant to this Paragraph **X.E.** shall survive the expiration or termination of this Agreement as to activities occurring or being carried out during the term of this Agreement in the performance of this Agreement.

X. The term of this Agreement shall be for a one (1) year term, commencing on July 1, 2021, and expiring at midnight on June 30, 2022, unless terminated sooner, as herein provided.

XI. In consideration for the services described herein, **COUNTY** shall pay to **CITY** an amount equal to One Hundred Thirty Thousand, Four Hundred and Sixty-Nine Dollars (\$130,469) for Zone FS-Dry Creek-Sotoyome and Forty-Five Thousand, Five Hundred and Twelve Dollars (\$45,512) for Zone FS- Fitch Mountain for a total payment of One Hundred Seventy-Five Thousand Nine Hundred and Eighty-One (\$175,981) for fiscal year 2021-22. Such sum shall be paid to **CITY** in two installments: the first installment shall be paid on or before November 30 of the applicable fiscal year, and the second installment shall be paid on or before April 30 of the applicable fiscal year. In addition to these sums, **COUNTY** shall pay to the **CITY** any amounts collected by **COUNTY** for those calls found to be caused by a negligent act in which a responsible party is identified pursuant to Paragraph V, above. All claims for payment under this Agreement must be submitted to **COUNTY**, at least thirty (30) days prior to scheduled payment, and shall be accompanied by a listing of the emergency responses the **CITY** was dispatched to in the Zone FS-Dry Creek-Sotoyome and Zone FS- Fitch Mountain during the preceding period, by type of incident, date, time of incident, and location.

XII. **COUNTY** agrees to pay **CITY** all actual costs of labor and parts for repair or replacement of equipment and apparatus (excluding normal repair and maintenance) due to damage arising from incident response within Zone FS-Dry Creek-Sotoyome and Zone FS-Fitch Mountain, unless the damage was caused by the sole negligence of **CITY**, its employees, or agents.

XIII. Nothing in this Agreement shall prohibit **CITY** or **COUNTY** from entering into additional agreements relating to mutual aid response for fire protection with any other agency; provided, however, that any such agreement requiring a first alarm response by one of the parties to this Agreement to an area located within Zone FS-Dry Creek-Sotoyome and Zone **PS**-Fitch Mountain shall not be made without the prior written approval of the other party to this Agreement.

XIV. This Agreement may be terminated for any reason upon ninety (90) days' prior written notice given by one party to the other. Any amounts that remain due and payable to **CITY** under this Agreement on the date of termination shall be prorated and paid to **CITY** based upon the proportion that the number of days of service performed under this Agreement bears to three hundred sixty-five (365) days, and any amount paid by **COUNTY** to **CITY** in advance of services performed by **CITY** shall be refunded to **COUNTY** based upon a proration as provided above. In the event that Zone FS-Dry Creek-Sotoyome and Zone **PS**-Fitch Mountain are annexed into a fire district, such that said fire district will provide fire protection services to Zone FS-Dry Creek-Sotoyome and Zone **PS**-Fitch Mountain, **CITY** may assign its interests and duties under this Agreement to the annexing fire district. **CITY** will provide **COUNTY** with at least thirty (30) days written notice of such assignment.

XV. All notices required or permitted hereunder shall be deemed sufficiently given if delivered by hand, or mailed by United States mail, postage prepaid, or by certified or registered mail, addressed to the parties at the addresses set forth below or to such other addresses as may from time to time be designated in writing:

To **CITY:** Fire Chief Jason Boaz
Healdsburg Fire Department
601 Healdsburg Ave.
Healdsburg, CA 95448

To **COUNTY:** Terri Wright
County of Sonoma
575 Administration Dr. Rm 104A
Santa Rosa, CA 95446

XVI. The parties agree to meet and confer in good faith over any issue not expressly described herein, as necessary to further the purposes of this Agreement.

XVII. If any term or provision of this Agreement is held to be illegal, invalid, or otherwise unenforceable by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall continue in full force and effect.

XVIII. The parties do not intend to create, and nothing in this Agreement shall be construed to create any benefit or right in any third party.

XVIX. This Agreement, including any exhibits attached hereto and incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements or understandings, oral or written, between the parties in this regard.

XX. The Parties may amend this Agreement only by a writing signed by both of the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the date first above written.

CITY OF HEALDSBURG:

By: _____
Jeff Kay, City Manager

Date: _____

By: _____
Jason Boaz, Fire Chief

Date: _____

ATTEST:

By: _____
Raina Allan, Acting City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Samantha W. Zutler, City Attorney

COUNTY OF SONOMA:

By: _____
Sheryl Bratton, County Administrator

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

