

# **Draft**

## **FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AGREEMENT BETWEEN SONOMA VALLEY FIRE DISTRICT AND KENWOOD FIRE PROTECTION DISTRICT**

THIS AGREEMENT, effective, **October 1, 2023**, by and between the Sonoma Valley Fire District, a California special district, hereinafter referred to as "SON," and the Kenwood Fire Protection District, a California special district, hereinafter referred to as "KWD," and jointly referred to as "Parties," the promises and agreements of each being in consideration of the promises and agreements of the other for provision of fire and emergency medical services.

### **WITNESSETH**

WHEREAS, both SON and KWD have authority to provide fire protection, emergency medical, and related services within their respective jurisdictions with all powers attendant thereto; are contiguous to each other; and are susceptible to being provided with fire protection services and facilities under common management, administration and operations and with the same equipment, resources, and personnel; and

WHEREAS, SON and KWD are authorized to contract with each other for the provision of fire services when approved by the Sonoma County Local Agency Formation Commission ("LAFCO") under the provisions of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000 *et seq.*, "CKH"), through their enabling legislation, the Fire Protection District Law of 1987, Health and Safety Code Section 13800 *et seq.* (the "Fire District Law"); and

WHEREAS, KWD desires to contract with SON for performance of fire and emergency medical services within the service boundaries of KWD through this Agreement; and

WHEREAS, SON is willing and able to perform fire and emergency medical services under the terms and conditions in this Agreement; and

WHEREAS, after study, analysis and direction by each agency's governing board, it is the desire of both SON and KWD to provide the provision of Fire Protection and Emergency Medical Services as authorized in the Fire District Law; and

WHEREAS, SON and KWD agree that the intent of this Agreement is to enhance the existing service levels within SON and KWD's jurisdictional boundaries; they further agree that the current staffing levels are not the long-term expected level of a 3-0 engine company; nevertheless, both parties commit to pursuing any and all opportunities, to increase the level of service in KWD to the same level of service as the rest of the SON, including the consolidation of KWD and SON through LAFCO, consistent with CKH procedures; and

WHEREAS, the Parties acknowledge and agree that SON will provide the fire services described in this Agreement to KWD, the Sonoma County LAFCO must approve the Agreement under provisions of Government Code Section 56133, an action which has occurred.

WHEREAS, this Agreement shall serve as the "Master Agreement" for fire and emergency medical services. The Parties agree that this Agreement, from time to time, may be amended and shall supersede all prior agreements between the Parties with respect to fire and emergency medical services.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITIONS**

For the purposes of this Agreement, the following words or phrases shall mean:

- 1.1. "CKH" means the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000 *et seq.*)
- 1.2. "Fire District Law" means the Fire Protection District Law of 1987, Health & Safety Code Section 13800 *et seq.*
- 1.3. "Agreement" means this Fire Services and Emergency Medical Services Agreement.
- 1.4. "SON" means Sonoma Valley Fire District.
- 1.5. "KWD" means the Kenwood Fire Protection District.
- 1.6. "Board of Directors" or "Board" means the governing body under the Fire Protection District Law of SON and KWD
- 1.7. "Effective date" means the date of September 4, 2023, or upon which both Boards of the SON and KWD approve this Agreement.
- 1.8. "Fire and Emergency Medical Services" means the provision of fire suppression, prevention, investigation, rescue, training, public education, disaster, preparedness, emergency medical services, hazardous materials responses, and directly related activities.
- 1.9. "Fire Equipment" means all fire apparatus and other fire equipment, emergency response vehicles and equipment, and all other equipment commonly used by the SON and KWD together with replacements thereof and additions thereto.
- 1.10. "Fiscal Year" means the period from July 1st to and including the following June 30th, or such other period as the District Boards may specify by Resolution.
- 1.11. "Life Safety Risk" means failure to meet the industry performance standards in response to the threats, hazards and risks in the community as defined by the Center on Public Safety Excellence.
- 1.12. "Service Area" means the jurisdictional service area of the SON and KWD as they now exist and as they may hereinafter be modified by consolidation of the SON and KWD.

**2. SCOPE AND LEVEL OF SERVICES**

The scope and level of services, hereinafter referred to as "Services," are hereby defined in this Section 2. For the consideration outlined in this Agreement, SON shall provide an all risk based emergency response system and service that includes: Emergency Medical Response (EMS) including, but not limited to, BLS and ALS first response and ambulance transport in accordance with Health and Safety Code Section 1797.201, with the rights and responsibilities of SON, Structural Firefighting, Wildland Firefighting, Public Education, Hazardous Material Response, Trench Rescue, Confined Space Rescue, Fire Prevention Inspections well as related public safety, training, managerial and administrative services within the jurisdictional boundaries of KWD, as

provided in this Agreement. These services shall include duties and functions of the type falling under the jurisdiction of and customarily rendered by SON. SON shall provide services in accordance with State and Federal laws consistent with the service level criteria described in this Agreement. To ensure a consistent standard of performance and equal service level, SON shall treat demands for service in KWD jurisdiction with the same priority and equality. SON shall:

- 2.1. Provide fire protection and emergency medical services as established by and otherwise in accordance with EXHIBIT "A," which is incorporated and made a part of this Agreement. Such service shall be provided using both KWD and SON owned Fire Equipment, as well as sufficient personnel to operate the Fire Equipment. These services shall be provided with the understanding that reasonably sufficient Fire Equipment, and personnel shall remain within KWD to insure coverage for fire protection and emergency medical services within KWD jurisdiction. If the demands of KWD exceed the services which the SON can provide, the SON agrees to use mutual aid agreements as may be necessary to supplement the SON Fire Equipment, and personnel.
- 2.2. Maintain continuous (twenty-four (24) hours per day, seven (7) days per week) and uninterrupted fire and emergency medical services consistent with the service levels described in EXHIBIT "A".
- 2.3. Provide the services described in the first paragraph of this Section 2, with the following additions:
  - 2.3.1. Investigate fire cause and origin within the KWD.
  - 2.3.2. Upon request of KWD, review and propose fire codes, cost recovery, and ordinances for adoption by KWD.
  - 2.3.3. Develop and maintain fire prevention and education programs within the KWD, including materials for use and dissemination of this information.
  - 2.3.4. Maintain for KWD adequate records of activities performed by SON under this Agreement. KWD will maintain all records related to activities not covered by this Agreement, such as documents related to functions of KWD Board of Directors.
  - 2.3.5. Participate in mutual aid agreements with fire agencies that are contiguous with the KWD and establish and maintain automatic aid agreements in areas in which service could be improved so long as it is in the best interests of KWD and SON.
  - 2.3.6. Take all reasonable steps to maintain all SON and KWD facilities, Fire Equipment, and its entire system in a good state of repair and at all times conduct its operations under this Agreement in a safe and professional manner.

## 2.4 Changes in Service Level

- 2.4.1 If during the term of this Agreement the taxing ability or fees-setting authority of the SON and/or KWD is limited or restricted by a State-wide or municipal

ballot measure, proposition, initiative, referendum, constitutional amendment, Legislative action, a Court decision, or any other legal restriction, and if, as a result of the tax limitation, SON is unable to provide the level of service described in Section 2, or if KWD is unable to pay SON for the established levels of service, the party subject to such limitation or restriction shall notify the other party, mandating the Oversight Committee (defined in Section 4) to negotiate the necessary changes to this Agreement in good faith within ninety (90) days or less.

2.4.2 KWD shall have the right at any time during the term of this Agreement to request a change in the level of fire protection and emergency medical services provided for herein ("Service Request Changes"). SON shall have up to ninety (90) days to respond to service request changes made by KWD and such response shall include any costs (or cost savings) resulting from those Service Request Changes and any service level amendments necessary to satisfy KWD's Service Request Change. Final Service Level Changes shall go into effect at a mutually agreed upon date following Party's agreement to service level amendments in accordance with the provisions of this paragraph.

2.4.3 Within **nine (9)** months of the Agreement Effective Date, unless otherwise specifically agreed by the Parties, the Parties shall each adopt a Resolution consistent with the provisions of Government Code Section 56654, and subsequently file an application under the provisions of Government Code Section 56652, with the Sonoma County LAFCO for the consolidation of KWD and SON.

### 3. FINANCE

#### 3.1. Budget & Compensation for Services:

3.1.0 SON and KWD agree to a first-year (**9 Months, Oct. 1**, 2023 through June 30, 2024) fee for service of **\$682,251**. This amount reflects that all KWD employees will remain on KWD's payroll and budget until the employment transition date of July 1, 2024 to SON. This amount shall be paid within ten (10) business days of the Agreement Effective Date.

SON and KWD agree to the following fee schedule for Agreement years two (2), three (3), four (4) and five (5), which includes all KWD employees now under SON's payroll:

YEAR 2	\$1,582,434
YEAR 3	\$1,677,380
YEAR 4	\$1,778,023
YEAR 5	\$1,884,704

Annual service fees for Years 2, 3, 4 and 5, depicted above, incorporate scheduled wage and salary step increases for SON's employees.

- 3.1.2. KWD shall pay to the SON, an initial lump-sum amount equal to ten percent (10%) of total Agreement cost by July 1 of each year beginning Year 2. Thereafter, monthly installments equal to one eleventh of the remaining annual fee shall be remitted monthly by the KWD to the SON.
- 3.1.4. SON shall furnish a monthly **Fire Chief's** report to the KWD Board.
- 3.1.5. As a part of the annual budget process, Parties may meet to discuss changes to the Agreement such as staffing levels or SON's Deployment Plan (EXHIBIT "B") and the cost (or savings) impacts of those proposed changes.
- 3.1.6. In the event that the Parties cannot come to a mutual agreement on the cost (or savings) arising from changes to the Agreement contemplated in Section 3.1.5, the budget(s) shall be forwarded to the SON/KWD Oversight Committee defined in Section 4. In the event that disagreements cannot be resolved by the Oversight Committee and either SON or KWD opt to terminate the Agreement under Section 8, the charge to KWD for the subsequent provision of services by SON shall be prorated on the prior year cost plus six percent (6%).
- 3.2. Purchasing: Where feasible, KWD and SON shall collaborate on purchasing to achieve economies of scale. Both Parties shall collaborate to assure that the specifications for specialized equipment are met to the benefit of both parties. Both Parties shall comply with any purchasing approvals for the Party that will be charged for the purchase.
- 3.3. Accounting/Audit
- 3.3.1. Funds paid to SON by KWD under the terms of this Agreement shall be dedicated to the operation, maintenance, equipping, and administration in support of the staffing services provided pursuant to this Agreement and shall be held in the SON Fund Account. Fees paid by any third party for services provided by the SON shall be collected by SON and shall be distributed to KWD or SON as defined during the annual budget process for each type of revenue.
- 3.4. Fees:
- 3.4.1. SON shall maintain a Fee Schedule for all services that may be charged to others including, but not limited to: EMS, Fire Marshal Services, Fire Inspection Services, Fire Plan Check Services. Such fees shall be calculated based on the cost of providing services as required by Government Code. Such fee schedule shall incorporate the KWD Fee Schedule by reference and the KWD Fee Schedule shall incorporate the SON Fee Schedule by reference. A copy of the SON Fee Schedule shall be made available in the same manner for SON and KWD Board Meetings.
- 3.4.2. At the request of KWD, or at the request of community organizations or private individuals, the Fire Chief or designee may agree to provide extra fire services for special events and functions occurring within the geographic boundaries of KWD.
- 3.4.2.1. For Special Services requested by KWD that are not included in the annual budget, such costs may be charged to KWD as agreed to with SON.

3.4.2.2. For Special services requested by parties other than KWD, SON shall bill the requesting party directly for services performed.

3.5. SON and KWD agree that KWD may have business costs that are unique and will not become a part of the Agreement. As such, KWD shall account for those costs separately and will establish funding sources from other lawful revenues such as Property Tax Allocation, Capital Funds and Reserves.

#### 4. SON/KWD OVERSIGHT COMMITTEE

4.1.A SON/KWD Oversight Committee shall be created with a primary duty of taking such actions and making such recommendations to their respective District Boards concerning consolidation of SON and KWD. The Oversight Committee shall also address other matters which may be referred to by the respective Boards of SON and KWD. The Oversight Committee is an Ad-Hoc committee created under the Agreement and its meetings are not subject to provisions of the Ralph M. Brown Open Meeting Act.

4.2. The SON/KWD Oversight Committee shall include the following members:

4.2.1. Two (2) members of the Sonoma Valley Fire District Board of Directors appointed by the Sonoma Valley Fire District Board of Directors.

4.2.2. Two (2) members of the Kenwood Fire District Board of Directors appointed by the Kenwood Fire District Board of Directors.

4.2.3. SON Fire Chief

4.2.4. A Fire Captain designated to serve the KWD division, (previously the KWD Chief of Department)

#### 5. REPORTING

5.1. SON shall keep KWD informed of all new developments, issues, or concerns related to the efficient delivery of fire, EMS, or any related services of SON. KWD shall keep the SON informed of all new developments, issues, or concerns related to the efficient delivery of fire, EMS, or any related services in KWD.

5.2. SON and KWD shall mutually cooperate to provide regular operational, financial, and informational reports. SON shall provide written supplemental reports at any time that the KWD Board requests additional information within thirty (30) days of request, including but not limited to major incidents or other significant emergency services issues affecting KWD.

5.3. Audit: KWD or any authorized representative shall have access to any books, documents, and records of SON which are pertinent to this Agreement for the purposes of making an audit or examination. All books, records and supporting detail shall be retained for a period of five (5) years after the term of this Agreement. SON agrees that in the event audit exceptions are determined by appropriate audit agencies, compliance shall be the responsibility of SON. SON shall provide KWD with a copy of its annual financial audit (including the management letter and findings if any) within sixty (60) days of the



completion of the audit and no later than March 31 of the year following the most recent year end close unless agreed to by KWD.

## 6. PERSONNEL

6.1. The responsibility for supervision of Fire and Emergency services, hiring of personnel, establishing standards of performance, assignment of personnel, determining and effecting discipline, determining training required, maintaining personnel files, and other matters relating to the performance of services and control of personnel, shall rest with SON. SON is bound to abide by bargaining agreements and Memoranda of Understanding covering SON employees in accordance with the Meyers-Milias-Brown Act and all other State and Federal laws and regulations.

6.1.1. For the period of **Oct. 1**, 2023 through June 30, 2024, all current KWD employees, full-time, part-time and volunteer, shall remain as KWD employees and fall under the requirements in the personnel sections. On July 1, 2024, all KWD suppression personnel (full-time, part-time and volunteer) shall become SON employees confirming any existing pension rights of the KWD employees under the County Retirement Association.

6.1.2. For the period of **October 1**, 2023 through June 30, 2024, KWD will provide workers' compensation ("W/C") insurance for all KWD employees. Further, if a KWD employee is out on W/C, KWD will be responsible for the overtime costs to provide backfill for the employee.

6.2. All persons employed by SON to perform services pursuant to this Agreement shall be and remain SON employees and shall, at all times, be under the sole direction and control of SON. For Years Two and forward, no KWD employee shall perform services that SON is obligated to provide under this Agreement, except as may be otherwise expressly provided herein or as may be agreed upon in a Letter of Understanding pursuant to Section 13 of this Agreement. All persons employed by SON to perform the services pursuant to this Agreement shall be entitled solely to the rights and privileges given to SON employees and shall not be entitled, as a result of providing services required hereunder, to any additional rights and privileges given to KWD employees.

6.3. All Personnel (KWD or SON) assigned to provide services are required to abide by all rules, regulations, policies, and procedures (hereinafter referred to as procedures) applicable to SON employees, except where such procedures may conflict with a requirement of this Agreement.

6.4. The KWD Board may request that SON personnel abide by KWD procedures. Personnel will comply with such KWD procedures **upon approval of the Fire Chief**, except where such procedures may conflict with procedures applicable to SON employees and/or the requirements of this Agreement.

6.5. For the purpose of performing the services under this Agreement, and for the purpose of giving official status to the performance thereof where necessary, every SON supervisor and employee engaged in the performance of any Agreement service shall be deemed to be an agent of KWD while performing services for KWD, which services are within the scope of this Agreement and are purely KWD functions. Notwithstanding the agency

relationship created by this provision, KWD shall not be liable for any act or omission of any SON supervisor or employee and shall not be responsible to indemnify, defend, or hold harmless any SON supervisor, elected or appointed official, employee, volunteer or agent unless otherwise specifically provided elsewhere in this Agreement.

- 6.6. KWD shall not be liable for the direct payment of any salaries, wages, employment benefits, or other compensation of any form whatsoever to any SON personnel performing services hereunder for SON or any liability other than that provided for in this Agreement.

## 7. TERM OF AGREEMENT

- 7.1. This Agreement shall go into effect at 7:30 a.m. on **October 1, 2023**.
- 7.2. This Agreement shall be effective for four (4) years and **nine (9)** months, through June 30, 2028. This Agreement is thereafter renewable in five (5) year increment periods unless otherwise terminated earlier in accordance with Section 8 Termination.
- 7.3. With formal action by the SON Board of Directors and KWD Board of Directors, this Agreement may be extended for successive periods not to exceed five (5) years each. In the event KWD desires to renew this Agreement for any succeeding periods, the KWD Board of Directors, not later than six (6) months preceding the expiration date of this Agreement, shall notify the SON Board of Directors in writing that it wishes to renew the Agreement. The SON Board of Directors, within thirty 30 days after receipt of such notification, shall provide the KWD Board of Directors with written notification of acceptance of such renewal for an additional five (5) year period, or such other term as is mutually agreeable.

## 8. TERMINATION

- 8.1 SON or KWD may terminate this Agreement by giving written notice to the other of not less than one (1) year. Whichever agency initiates early termination of this Agreement prior to the end of the term of the Agreement, shall bear the responsibility of payment of any unemployment costs for up to six (6) positions (3 Captain, 3 Engineer). If the early termination of this Agreement is mutual, then SON and KWD shall each bear 50% of the payment of any unemployment costs for up to six (6) positions (3 Captain, 3 Engineer).
- 8.2 Following any notice of Agreement termination, SON and KWD agree to cooperate in the restoration of fire equipment and facilities belonging to KWD and to the transition of provision of services from SON to KWD. The charge to KWD for the provision of services following any notice of termination shall be prorated on the Agreement charges established in Section 3.1.6.
- 8.3 Within thirty (30) days of any notice of Agreement termination, KWD and SON agree to develop a Letter of Understanding as defined in Section 12 regarding a transition of service.
- 8.4 If KWD adopts a final budget that fails to appropriate the funds necessary for this Agreement, Notice of Agreement termination shall be given by KWD to SON within thirty (30) calendar days of such adoption and both parties shall immediately



negotiate a service transition with notice as provided in Section 8.1.

- 8.5 This Agreement shall terminate in its entirety upon the filing of a Certificate of Completion by the Sonoma County LAFCO confirming the final consolidation of KWD with SON consistent with Government Code Section 56020.5.

## 9. KWD VEHICLES & EQUIPMENT

- 9.1. For purposes of ownership, KWD shall remain the registered owner of its respective vehicles
- 9.2. During the term of this Agreement, SON shall be responsible for the performance of ordinary and day-to-day maintenance, service and repairs. KWD will be responsible for the cost of the materials utilized in such service and repairs, including preventative and day-to-day maintenance and annual service. The vehicles and equipment shall be maintained in good repair.
- 9.3. KWD shall be fully responsible for all major repair costs for KWD vehicles and equipment, including, but not limited to, parts, materials and labor, with the exception that SON shall pay for up to the first hour of maintenance and repair by a SON mechanic in a SON shop. As part of the annual budget process, SON shall notify KWD of anticipated capital repair costs. In the event of an unanticipated capital repair, SON shall notify the KWD Board President or designee and seek approval prior to initiating repairs, or upgrade of vehicles owned by KWD.
- 9.4. KWD shall provide for equipment replacements in their annual budget either via an internal service fund, fund balance policy, or via funding of full capital replacement as scheduled. In the event of a failure of KWD to replace equipment on schedule, KWD may be directly charged for excess maintenance or repairs related to the age of the vehicle.
- 9.5. Notwithstanding any of the above, SON shall be responsible for any damage or destruction to any vehicle used by the SON in the performance of services under this Agreement (whether owned by KWD or SON) arising out of, connected with, or caused by the negligence or intentional acts or omissions of SON, its employees, elected and appointed officers, or agents.
- 9.6. Should KWD elect to divest itself of fire equipment, and subject to any statutory obligations, SON shall have the right of first offer to acquire same. If KWD transitions ownership of equipment to SON, SON and KWD shall establish an equitable and legal formula for establishing true value.
- 9.7 Upon termination, SON shall return the vehicles and equipment to KWD in the same condition as they were delivered, less ordinary wear and tear.

## 10. USE OF KWD FACILITIES

- 10.1. During the term of this Agreement, KWD shall make available use of the Fire Station, (hereinafter Station 6) located at 9045 Sonoma Highway, Kenwood, CA for full staffing as defined in the Agreement by SON.

- 10.2. SON agrees to provide on-site management of Station 6 including scheduling and ensuring that agreed upon staffing is maintained.
- 10.3. KWD retains the ability to schedule use of the station for KWD business activities, meetings and public functions at no cost to KWD provided that scheduling of said activities does not conflict with regular SON business.
- 10.4. Station 6, including basic workstations (containing furniture, office equipment, and supplies), shall be sufficiently equipped to allow SON employees to perform the services required under this Agreement in a safe, effective, and efficient manner. SON shall be responsible for daily maintenance and upkeep of non-capital equipment and may recommend budgeting ongoing upgrades and maintenance through the annual budget process as defined in Section 3 herein.
- 10.5. SON shall maintain the security of the work areas.
- 10.6. Utilities and Maintenance of Facility
  - 10.6.1. Facility and Grounds: SON shall maintain Station 6 in the performance of this Agreement in a state of good repair.
  - 11.6.2. Utilities and Maintenance: KWD shall be responsible for all utility and maintenance costs (including, but not necessarily limited to, charges for electricity, gas, telephone, water, internet, refuse disposal). Janitorial services shall be the responsibility of SON. A program for repair or replacement of office equipment and other furnishings shall be the responsibility of KWD and shall be included in the annual KWD budget as defined in Section 3 herein.
  - 10.6.3. KWD shall retain financial responsibility for capital repairs. This includes maintenance and repairs that are on a non-regular, non-recurring, or as-needed basis, such as interior and exterior painting and flooring, landscaping, and the replacement of major building equipment, in accordance with the provisions of KWD's Long-term Building Maintenance Fund. As part of the annual budget process, SON shall notify KWD of anticipated capital repair costs. In the event of an unanticipated capital repair, SON shall notify the KWD Board President or designee and seek approval prior to initiating repairs.
  - 10.6.4. Notwithstanding Section 10.6.3 above, SON shall be responsible for any damage to the facility or furnishings arising out of, connected with, or caused by the negligence, intentional acts or omissions of SON's [employees, officers or agents].
- 10.7. Approvals: KWD shall approve all operating costs related to the use of Station 6 in advance. Such approval may take place through the Annual Budget process or through approval by the Board. Capital costs related to the operation of Station 6, even if budgeted, require specific approval of the KWD Board or a KWD approved project based completed Authorization for Expenditure document should KWD wish to develop such a process.

## 11. KWD POWERS AND ENFORCEMENT OF KWD ORDINANCES\_

- 11.1. SON shall provide services for the enforcement of the rules, regulations, resolutions, and

ordinances of KWD. KWD shall not be required by this Agreement to commence any legal proceedings or administrative actions to enforce any of its rules, regulations, resolutions, and ordinances under this Agreement. It is agreed that in performing the Services pursuant to this Agreement, SON shall have all the powers of KWD and shall receive all cooperation reasonably practicable from KWD to enable efficient enforcement of such rules, regulations, resolutions, and/or ordinances of KWD that are enforced by SON pursuant to this Agreement. In the event that SON believes that a KWD ordinance is invalid, SON shall not be obligated to enforce such ordinance until such ordinance is reviewed and determined to be acceptable by SON Counsel. Nothing in this Agreement shall bar or prohibit KWD from taking any action to enforce any of its rules, regulations, resolutions, and/or ordinances in the event that SON is unable or unwilling to take enforcement action. It shall be within the sole discretion of KWD to choose whether to take enforcement action if SON fails to do so for any reason whatsoever.

11.2. KWD shall be responsible for the validity of its rules, regulations, resolutions, and ordinances, including any ordinances or codes incorporated by reference in KWD's ordinances, and KWD shall defend, hold harmless, and indemnify SON, its officers, agents, and employees, with respect to any lawsuit or action challenging the validity of a KWD ordinance.

11.3. Consistent with the laws of the United States and the State of California and the ordinances and resolutions of the KWD that confer certain authorities, obligations and enforcement powers upon the KWD Fire Chief and Fire Marshal, the SON Fire Chief and Fire Marshal shall act in the capacity of the KWD's Fire Chief and Fire Marshal when providing services within the scope of this Agreement.

## 12. LETTERS OF UNDERSTANDING

If requested by the Fire Chief or KWD Board President, Letters of Understanding may be signed by Fire Chief and KWD Board President with respect to questions relating to the provision of service under this Agreement. Letters of Understanding will set forth the question raised and the agreements reached. The intent and purpose of each such Letter of Understanding shall be to administratively implement, interpret, or clarify one or more provisions of this Agreement. No such Letter of Understanding shall have the effect of amending this Agreement unless an amendment to this Agreement is approved in writing by the KWD Board of Directors and the SON Board of Directors. In the event of any inconsistency or ambiguity between the terms of such Letter of Understanding and the terms of this Agreement, the terms of this Agreement shall prevail.

## 13. PLANNING, COORDINATION, SERVICE AGREEMENT, AND BOUNDARY CHANGE

SON and KWD agree to cooperate in good faith and participate in all planning as it relates to the provision of fire and emergency medical services affecting KWD. KWD shall notify SON of all General and Specific plan amendments, periodic review, and amendments to land-use regulations affecting KWD. SON shall receive the same notice and review and comment rights as granted KWD's other interested parties. Upon SON's request, SON staff shall be included in public facility planning in the same manner as KWD. SON shall notify KWD of any General and

Specific Plan amendments, periodic review, and amendments to land-use regulations affecting the SON. KWD shall receive the same notice and review and comment rights as granted SON's other interested parties. Upon KWD's request, KWD shall be included in public facility planning in the same manner as SON staff.

#### 14. MUTUAL INDEMNIFICATION

SON shall defend, indemnify, protect, and hold KWD and its [elected and appointed officials, , officers and employees and agents] harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to SON's [elected and appointed officials, officers and employees and agents] which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of SON, and its[elected and appointed officials, officers and employees and agents, in performing this Agreement and the services herein; provided, however, that SON's duty to indemnify and hold harmless shall not include any claims or liability arising from the negligence or intentional acts or omissions of KWD, its elected and appointed officials, officers and employees and agents.

KWD shall defend, indemnify, protect, and hold SON and its elected and appointed officials, officers, employees and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to KWD's elected and appointed officials, officers and employees and agents which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of KWD, and its elected and appointed officials, officers and employees and agents, in performing this Agreement; provided, however, that KWD's duty to indemnify and hold harmless shall not include any claims or liability arising from the gross negligence or intentional acts or omissions of SON, its elected and appointed officials, officers and employees and agents.

These mutual indemnification obligations shall continue after termination of the Agreement for all claims or liability in which the alleged action or inaction occurred during the time the Agreement was in effect.

#### 15. INSURANCE

SON shall be responsible for maintaining a program of insurance or self-insurance, or any combination thereof that shall cover each party's indemnification obligations. Without in any way affecting the indemnity herein provided and in addition thereto, SON shall secure and maintain throughout the term of the Agreement the following types of insurance or self-insurance with limits as shown. SON shall, prior to the date the Agreement goes into effect, deliver to KWD copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after thirty (30) days prior written notice to KWD. SON shall, upon request, furnish KWD with evidence of renewals or "insurance binders" evidencing renewal thereof.

- 15.1. Workers' Compensation: A program of W/C Insurance or a state- approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$1,000,000.00 limits covering all persons providing services on behalf of SON and all risks to such

persons under this Agreement.

15.1.1 Without affecting any other rights or remedies, SON shall have its insurance policies issued in such form as to waive any right of subrogation that might exist otherwise, and shall provide written evidence thereof to KWD upon written request.

15.1.2 In the event that any full-time employee from KWD, as of the effective date of this Agreement, is awarded long-term disability or disability retirement within the first five (5) years of this Agreement, SON and KWD shall allocate between them any increased costs, including personnel backfill costs (rank for rank) in the following percentages:

	<u>KWD / SON</u>
Year 1	80% / 20%
Year 2	75% / 25%
Year 3	50% / 50%
Year 4	25% / 75%
Year 5	20% / 80%

15.2. Comprehensive General Liability Insurance or Self-Insurance: SON shall be responsible for maintaining General Liability insurance. The policy or self-insurance shall have combined KWD limits for bodily injury and property damage of not less than ten million dollars (\$10,000,000.00).

15.3 Automobile, Equipment and Vehicle Liability Insurance or Self-Insurance: SON shall be responsible for maintaining Automobile, Equipment and Vehicle Liability insurance. This coverage is to include contractual coverage and automobile, equipment and vehicle liability coverage for owned, hired, and non-owned vehicles including those vehicles used by SON that are owned by KWD. The policy or self-insurance shall have combined KWD limits for bodily injury and property damage of not less than ten million dollars (\$10,000,000.00). This policy shall provide for full replacement cost.

15.4. Comprehensive Property Insurance or Self-Insurance: SON shall be responsible for maintaining Comprehensive Liability insurance. This coverage is to include contractual coverage and property liability coverage for all property and premises used by SON that are owned by KWD. The policy or self-insurance shall have combined KWD limits for bodily injury and property damage of not less than two million dollars (\$2,000,000.00). The policy shall provide for full replacement cost.

15.5. Additional Named Insured: All policies or self-insurance, except W/C, shall contain additional endorsements naming the KWD and its elected and appointed officials, officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of SON's performance of service hereunder. KWD shall be listed as a Loss Payee on the Comprehensive Property Liability insurance.

15.6. Policies Primary and non-Contributory: All policies required above are to be primary and non-contributory with any insurance or self-insurance carried or administered by KWD.

15.7 The insurance coverages provided for under Section 17 shall be subject to increase not more than once every five (5) years during the term of the Agreement. KWD shall give no less than ninety (90) days prior written notice to SON of a request for any increased coverage.

## 16. ADDITIONAL DOCUMENTS AND AGREEMENTS

SON and KWD agree to cooperate to execute additional documents or agreements that may be required to carry out the terms of this Agreement.

## 17. SUCCESSORS AND ASSIGNS

This Agreement shall bind and inure to the benefit of all successors and assigns of the parties and any associates in interest, and their respective elected and appointed officials, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively.

## 18. CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced pursuant to the laws of the State of California.

## 19. AGREEMENT CONTROLLING

In the event of a conflict between the provisions of the text of this Agreement and the Exhibits, the provisions of the Agreement text shall prevail.

## 20. NOTICES

Whenever notice is required hereunder, it shall be given to the parties as follows:

Kenwood Fire Protection District:	Board President Kenwood Fire Protection District 9045 Sonoma Highway Kenwood CA 95452
Sonoma Valley Fire District	Fire Chief Sonoma Valley Fire District 630 Second Street West Sonoma, CA 95476

When so addressed, notices shall be deemed given upon being placed in the United States Mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual personal delivery. Changes may be made in addresses to where notices are to be delivered by giving notice pursuant to this provision.

## 21. GENERAL PROVISIONS

Unless otherwise specifically prescribed in this Agreement, the following provisions shall govern its interpretation and construction. Time is of the essence of this Agreement. Neither SON nor KWD shall be relieved of its obligation to comply promptly with any provisions of this Agreement



by any failure of the other party to enforce prompt compliance with any of its provisions.

Unless otherwise specified in this Agreement, any action authorized or required to be taken by KWD shall be taken by the KWD Board in conformance with KWD policies.

This Agreement is subject to any applicable constitutional and KWD taxing or debt limitations and is contingent upon KWD appropriating the necessary funds under the applicable annual budget.

## 22. ASSIGNMENT/DELEGATION

Neither party shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

## 23. NONDISCRIMINATION

SON and KWD shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition (including an AIDS or HIV condition), handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are deemed incorporated by this reference.

## 24. AMENDMENT

This Agreement may only be amended in writing by an amendment authorized by the KWD Board of Directors and the SON Board of Directors.

## 25. WARRANTY OF LEGAL AUTHORITY

Each party warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder. If any party is found to lack the authority to perform the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, this Agreement shall be void.

## 26. ENTIRE AGREEMENT

This document is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original.

## 27. IDENTIFICATION OF ORGANIZATION

Both SON and KWD agree that the designation "Sonoma Valley Fire District" and its abbreviation "SON" shall be used as identification for the agencies' combined efforts under this Agreement to provide fire services to ensure the safety and accountability of our personnel and resources.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

**SONOMA VALLEY FIRE DISTRICT**

Dated: August 28, 2023

By: \_\_\_\_\_  
Board President

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Reviewed as to form by District:

Dated: August 28, 2023

By: \_\_\_\_\_  
District Counsel

DRAFT

**KENWOOD FIRE PROTECTION DISTRICT**

Dated: September\_\_\_\_\_, 2023  
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By: \_\_\_\_\_  
Board President

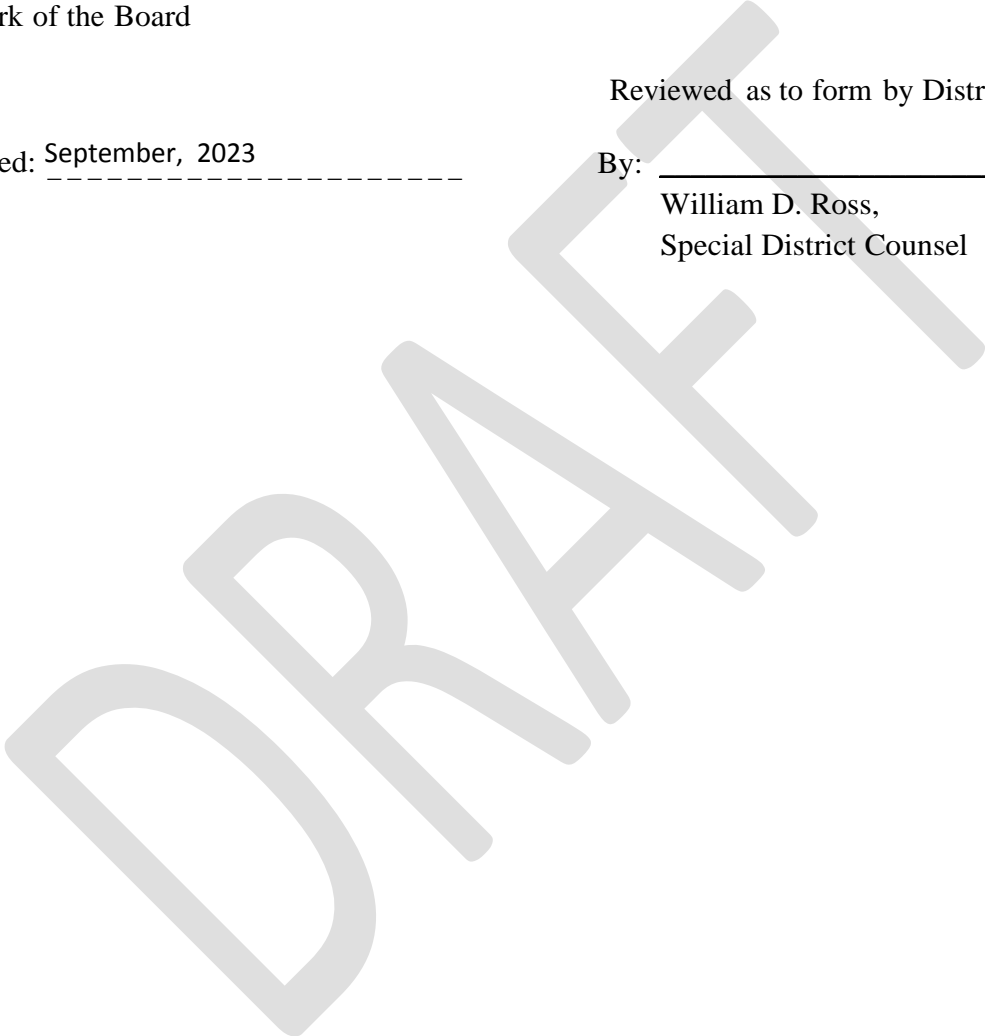
ATTEST:

\_\_\_\_\_  
Clerk of the Board

Reviewed as to form by District:

Dated: September, 2023  
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By: \_\_\_\_\_  
William D. Ross,  
Special District Counsel



## EXHIBIT "A"

### Staffing

Fire stations will be staffed with a minimum of 2 full-time personnel per shift in the following ranks and certifications:

Fire Station	Location	Staffed Apparatus	Captain	Engineer Medic
No. 6	9045 Sonoma Highway	Engine	1	1

### Daily Executive Staff Access

The Fire Chief will be available as executive staff access to the KWD. This will provide contact of the **Fire Chief** to the KWD Board of Directors.

### EMS Level

Staff and equip fire company at Station 6 as a priority as advanced life-support (ALS).

### Fire Inspections and Investigations

The SON will establish fire inspection zones for each fire station and establish fire code prescribed frequencies for required inspections. Inspections in general business occupancies such as office complexes and retail outlets will be inspected every two years. Fire investigators will be available to fire scenes for fire cause determination 24 hours per day.

### Grants

SON will work proactively with KWD in seeking grant opportunities that are mutually beneficial. SON will apply on behalf of the KWD for grants, reimbursements, and other forms of funding.

### Other Services

Along with Services outlined previously herein, other emergency services to be provided include: hazardous materials, water rescue, technical rescue, wildland fire suppression, confined space rescue, urban search and rescue, and those other activities associated with the emergency services. The SON shall continue to maintain cooperative efforts with a regional approach with other providers of specialized services.

### Community Liaison/Community Involvement

The KWD will have access to the SON public information officer (PIO) for incident coverage. SON PIO will act on behalf of the KWD during emergency incidents. In addition, the KWD Board will be provided copies of announcements and other information relevant to the KWD. Fire prevention educational materials will be provided for use and dissemination within the KWD. SON will provide community liaison/community involvement duties for the KWD, consistent with the current level of service. Community involvement will include participation and involvement in key organizations as defined by the KWD. They may include but are not limited to: Schools and civic organizations.

DRAFT

**EXHIBIT "C"**

4-13-2023

Kenwood Fire Protection District  
Inventory of Capitalized Rolling Stock

Inv. #	Make	Model	Serial No.	Description	Acq. Date	Cost	Location	License
3197	Peterbilt	C12	1NPALU0X7YD521066	Weststates Water Tender	2000	193,079	KWD	1058896
3181	Pierce	Arrow XT	4P1BAAGF5KA020268	Pierce Type 1	2019	782,400	KWD	1446808
3141	Chevy	3500 HD	1GC4K0C850F221643	Burtons Utility	2013	105,000	KWD	1420808
3160	International	34C	1HTWEAZROBJ332409	HME Type 6	2010	267,675	KWD	1357108
3182	HME	SFO	44KFT42845WZ20644	Weststates Type 1	2005	282,665	KWD	1195618

