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 ________________, 2016.

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 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 the 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 perform recovery of the 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. COUNTY agrees to provide a Fire Command Officer and Rehabilitation Support Unit to fires and large incidents as part of the Unified Command and to provide support at the direction of the incident commander. COUNTY agrees to perform fire prevention and fire investigation services within Zone FS-
Dry Creek-Sotoyome and Zone PS-Fitch Mountain. All fire investigation activities shall be coordinated with the incident commander.

VIII. 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.

IX. 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.

X. 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 providemutual 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 their respective 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, or 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.

XI. The term of this Agreement shall be for one (1) three-(3) year term, commencing on July 1, 2015, and expiring at midnight on June 30, 2018, unless terminated sooner, as herein provided.

XII. COUNTY shall pay to CITY an amount equal to One Hundred Seven Thousand, Five Hundred Dollars ($107,500) for Zone FS-Dry Creek-Sotoyome and Thirty-Seven Thousand, Five Hundred Dollars ($37,500) for Zone FS-Fitch Mountain for a total payment of One Hundred Forty-Five Thousand Dollars ($145,000) for fiscal year 2015-16. For fiscal years 2016-17 and 2017-18 the total amount shall be adjusted for inflation on July 1 of every year by applying the then current Consumer Price Index - All Urban Consumers for the San Francisco-Oakland-San Jose area, as calculated by the U.S. Department of Labor, for the month of April. The City Manager may round the adjusted fee down to the nearest whole dollar. 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.

XIII. 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.

XIV. 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 FS-Fitch Mountain shall not be made without the prior written approval of the other party to this Agreement.

XV. This Agreement may be amended, modified, or terminated upon ninety (90) days' 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.

XVI. 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: Interim Fire Chief Jason Boaz
Healdsburg Fire Department
601 Healdsburg Ave.
To COUNTY: Fire Chief Al Terrell  
Sonoma County Fire and Emergency Services  
2300 County Center Dr., Suite 220B  
Santa Rosa, CA 95403

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

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

CITY OF HEALDSBURG

By: ________________________________
    David Mickaelian, City Manager

By: ________________________________
    Heather Ippoliti, Assistant City Manager/Risk Manager

By: ________________________________
    Jason Boaz, Interim Fire Chief

ATTEST: ______________________________
    Maria Curiel, City Clerk

APPROVED AS TO FORM:

By: ________________________________
    Robin Donoghue, City Attorney

COUNTY OF SONOMA

By: ________________________________
    Efren Carrillo, Chair
    Board of Supervisors

By: ________________________________
    Al Terrell, County Fire Chief

By: ________________________________
    Debbie Latham, County Counsel

ATTEST: ______________________________
    Clerk of the Board of Supervisors

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