



# **Valley of the Moon Fire Protection District**

**Board of Directors Meeting**

**January 10, 2017**





# Valley of the Moon Fire Protection District

## Board of Directors Meeting

January 10, 2017

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**MEETING AGENDA**  
**VALLEY OF THE MOON FIRE PROTECTION DISTRICT**  
**BOARD OF DIRECTORS**

Tuesday, January 10, 2017 at 6:00 P.M.  
Location: Sonoma Valley Fire & Rescue Authority Station #1  
630 2<sup>nd</sup> Street West, Sonoma, California 95476

(This agenda is posted in accordance with the Ralph M. Brown Act,  
California Government Code Section 54950, et seq.)

1. CALL TO ORDER

2. ROLL CALL & DETERMINATION OF A QUORUM

Board of Directors: President Norton, Director Brunton, Director Greben, Director Brady, and Director Leen.

3. PLEDGE OF ALLEGIANCE

4. CONFIRMATION OF AGENDA

Opportunity for the Board to reorder agenda items

5. COMMENTS FROM THE PUBLIC

*(At this time, members of the public may comment on any item not appearing on the agenda. It is recommended that you keep your comments to three minutes or less. Under State Law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public will be invited to make comments at the time the item comes up for consideration by the Board of Directors.)*

6. PRESENTATIONS

7. CONSENT CALENDAR

Approval of minutes for regular meeting of December 13, 2016. **Action Item**

8. FIRE CHIEF'S MONTHLY REPORT

Chief's activity report for December 2016

9. OLD BUSINESS

10. NEW BUSINESS

a) Contract for services renewal with the City of Sonoma. **Action Item**

b) Fire Chief shared service agreement with Glen Ellen Fire Protection District. **Action Item**

11. OTHER BUSINESS TO COME BEFORE THE BOARD

Swear in Director Brunton for a new term on the Board

12. COMMENTS FROM THE FLOOR

13. COMMENTS FROM THE BOARD

14. CLOSED SESSION

15. ADJOURNMENT

This meeting will be adjourned to a regular meeting on February 14, 2017 at 6:00 p.m. in the Training Room of Sonoma Valley Fire & Rescue Authority Station 1, located at 630 2<sup>nd</sup> Street West, Sonoma.

*Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to on the agenda are available for public inspection the Monday before each regularly scheduled meeting during regular business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday, at Sonoma Valley Fire & Rescue Authority's Station 1, located at 630 2<sup>nd</sup> Street West, Sonoma, California.*

*Any documents subject to disclosure that are provided to all, or a majority of all, of the members of the Board of Directors regarding any item on this agenda after the agenda has been distributed will be made available for inspection at the location listed above during regular business hours. If you challenge the action of the Board in court, you may be limited to raising only those issues you or someone else raised at the public hearing described on the agenda, or in written correspondence delivered to the Valley of the Moon Fire Protection District Board of Directors, at or prior to the public hearing.*

*In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the secretary for the Board at (707) 996-2102. Notification 48 hours before the meeting will enable the Valley of the Moon Fire Protection District to make reasonable arrangements to ensure accessibility to this meeting.*



# Valley of the Moon Fire Protection District

## Board of Directors Meeting

### Agenda Item Summary

January 10, 2017



<b>Agenda Item No.</b>		<b>Staff Contact</b>	
7		Georgette Darcy, Admin. Analyst/Secretary to Board	
<b>Agenda Item Title</b>			
Approval of minutes for regular meeting of December 13, 2016			
<b>Recommended Actions</b>			
Approve the minutes			
<b>Executive Summary</b>			
The minutes have been prepared for Board review and approval.			
<b>Alternative Actions</b>			
Correct or amend minutes prior to approval			
<b>Strategic Plan Alignment</b>			
Not applicable			
<b>Fiscal Summary – FY 16/17</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.		Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>
<b>Narrative Explanation of Fiscal Impacts (if required)</b>			
Not required			
<b>Attachments</b>			
Minutes for December 13, 2016 regular meeting			

# VALLEY OF THE MOON FIRE PROTECTION DISTRICT

## BOARD OF DIRECTORS MEETING MINUTES

December 13, 2016

1. CALL TO ORDER

President Norton called the meeting to order at 6:01 p.m.

2. ROLL CALL & DETERMINATION OF A QUORUM

Board of Directors: President Norton, Director Greben, Director Brady, and Director Leen. Director Brunton was excused.

3. PLEDGE OF ALLEGIANCE

Director Leen led the Pledge of Allegiance.

4. CONFIRMATION OF AGENDA

Item 11 was tabled to the next meeting.

5. COMMENTS FROM THE PUBLIC

None

6. PRESENTATIONS

None

7. CONSENT CALENDAR

Approval of minutes for regular meeting of November 8, 2016

**M/S/P Greben/Leen to approve minutes for November 8, 2016. Passed 4 ayes**

8. FIRE CHIEFS' MONTHLY REPORT

Fire Chief Freeman gave his activity report for November 2016.

9. OLD BUSINESS

Approve revision of Article 12, Item 3. (a) in the Administrative Agreement for Management and Administrative Employees for 2016-2018

**M/S/P Greben/Brady to approve revision of Article 12, Item 3. (a) in the Administrative Agreement. Passed 4 ayes**

10. NEW BUSINESS

Resolution 2016/2017-07 amending the salary and benefit schedule of employees covered by the Memorandum of Understanding

**M/S/P Greben/Brady to amend the salary and benefit schedule of employees covered by the Memorandum of Understanding. Passed 4 ayes**

11. OTHER BUSINESS TO COME BEFORE THE BOARD

Director Brunton was scheduled to be sworn in for his new term on the Board. Due to his being excused, he will be sworn in at the next meeting.

12. COMMENTS FROM THE FLOOR

None

13. COMMENTS FROM THE BOARD

President Norton reported that he and Director Brunton, Chief Freeman, and City Manager Giovanatto met with Mayor Gallian and Mayor Pro Tem Agrimonti concerning the revision and renewal of the District's contract for services with the City of Sonoma. President Norton said that the meeting went very well.

14. CLOSED SESSION

None

15. ADJOURNMENT

The meeting was adjourned at 6:33 p.m. to a regular meeting on January 10, 2017 at 6:00 p.m. in the Training Room at Station 1, located at 630 2<sup>nd</sup> Street West in Sonoma.

Respectfully submitted,

Georgette Darcy

\_\_\_\_\_  
President Norton

\_\_\_\_\_  
Director Brunton

\_\_\_\_\_  
Director Greben

\_\_\_\_\_  
Director Brady

\_\_\_\_\_  
Director Leen



# Valley of the Moon Fire Protection District

## Board of Directors Meeting

### Agenda Item Summary

January 10, 2017



<b>Agenda Item No.</b>		<b>Staff Contact</b>	
10A		Mark Freeman, Fire Chief	
<b>Agenda Item Title</b>			
Contract for services renewal with the City of Sonoma			
<b>Recommended Actions</b>			
Renew agreement			
<b>Executive Summary</b>			
Representatives from the City and District have met to revise the Joint and Mutual Fire Protection and Emergency Medical Services Agreement between the Valley of the Moon Fire Protection District and the City of Sonoma. The new agreement is being presented to Board to approve renewal for an additional five-year term.			
<b>Alternative Actions</b>			
Propose additional revisions to agreement before approval			
<b>Strategic Plan Alignment</b>			
<b>Fiscal Summary – FY 16/17</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.	\$	Fees/Other	\$
		Use of Fund Balance	\$
		Contingencies	\$
		Grants	\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>
<b>Narrative Explanation of Fiscal Impacts (if required)</b>			
<b>Attachments</b>			
Contract for services agreement			



**JOINT AND MUTUAL FIRE PROTECTION AND EMERGENCY MEDICAL  
SERVICES AGREEMENT BETWEEN  
VALLEY OF THE MOON FIRE PROTECTION DISTRICT  
AND  
CITY OF SONOMA**

THIS AGREEMENT, effective February 1, 2017 by and between the Valley of the Moon Fire Protection District, a California special district, hereinafter referred to as “District,” and the City of Sonoma, a general law city, hereinafter referred to as “City,” and jointly referred to as “Parties”, sets forth the promises and agreements of each being in consideration of the promises and agreements of the other for provision of all-risk emergency services inclusive of fire and emergency medical.

**WITNESSETH**

WHEREAS, both District and City 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, District and City continue to agree that separate management and administration of each jurisdictional area by each of the District and City, using separate equipment, resources and personnel will result in duplication of effort, inefficiencies in administration and excessive costs, all of which, in the judgment of the parties, can be eliminated, all to the substantial advantage and benefit of the citizens and taxpayers of the District and City, if the management, administration and operations of the fire protection facilities, and services employing common equipment, resources and personnel were to be under a common management, administration and operations; and

WHEREAS, District and City are authorized to contract with each other for the joint exercise of any common power pursuant to Government Code Sections 6500, et seq. (the “Joint Exercise of Powers Act”); and

WHEREAS, City desires to contract with District for performance of all-risk fire and emergency medical services within the territorial boundaries of City through the vehicle of an agreement to exercise common powers as said services are set forth and governed through the terms and conditions of this Agreement; and

WHEREAS, District is willing and able to perform such all-risk services in a joint and mutual manner under the terms and conditions set forth in this agreement; and

WHEREAS, District and City have continued to enjoy a successful and cost-effective arrangement for common fire service management, administration and operations through a Joint Powers Agreement adopted in 2002, which established the Sonoma Valley Fire and Rescue Authority, hereinafter referred to as “SVFRA”, an entity comprised of the combined Fire and Emergency Medical resources of both agencies; and

WHEREAS, after study, analysis and direction by each agency's governing body, it is the desire of both District and City to continue the provision of services as have been provided under the Joint Powers Agreement of the SVFRA and the Joint and Mutual Fire Protection and Emergency Medical Agreement that was executed between District and City on December 11, 2011; and

WHEREAS, it is the desire of both District and City that the designation "Sonoma Valley Fire and Rescue Authority" and its abbreviation "SVFRA" is continued to be used as identification for the agencies' combined efforts under this Agreement to provide joint and mutual services, for continuity in identification for the community and for the organization; and

WHEREAS, the DISTRICT is willing and able to perform such all-risk services in a joint and mutual manner under the terms and conditions set forth in this agreement; and

WHEREAS, District and City agree that the intent of this Agreement is to maintain the current service levels to the citizens and businesses within City's municipal boundaries in a manner that continues the joint and mutual relationship historically enjoyed by District and City; and

WHEREAS, this Agreement shall serve as the "Master Agreement" for all-risk fire and emergency medical services. Upon execution, the parties agree that this Agreement, as may be amended in the future by mutual agreement of District and City, shall supersede and terminate all other agreements between the Parties with respect to said services.

WHEREAS, District and City are committed to continuing to serve the citizens of the District and City in a manner that is consistent with the nature of their joint and mutual relationship that they have historically enjoyed through the Joint Powers Agreement since it has been in effect.

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

**1. IDENTIFICATION OF ORGANIZATION:**

For continuity in identification for the community and the joint organization, District and City agree that the designation "Sonoma Valley Fire and Rescue Authority" and its abbreviation "SVFRA" shall continue to be used as identification for the agencies' combined efforts under this Agreement to provide joint and mutual services.

**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, District shall provide an all risk based emergency response system and service that includes: Emergency Medical Response (EMS), Structural Firefighting, Wildland Firefighting, Public Education, Hazardous Material Response, Trench Rescue, Fire Prevention Inspections well as related public safety, managerial and administrative services within the corporate limits of City, to the extent and in the manner set forth herein. These services shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by District. District 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, District shall treat demands for service in City limits with the same priority and equality. District shall:

- 2.1. Provide fire protection and emergency medical services within the staffing guidelines established by and otherwise in accordance with “EXHIBIT A,” which is incorporated made a part of this Agreement. Such service shall be provided using both City and District owned vehicles, equipment, and apparatus, as well as sufficient personnel to operate the vehicles, equipment, and apparatus. These services shall be provided with the understanding that reasonably sufficient vehicles, equipment, apparatus, and personnel shall remain within City to insure coverage for fire protection and emergency medical services within City limits. If the demands of City exceed the services which the District can provide, the District agrees to use mutual aid agreements as may be necessary to supplement the SVFRA vehicles, equipment, apparatus, 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 level criteria described in this EXHIBIT A.
- 2.3. Provide the services described in the first paragraph of this Section 2, with the following provisos:
  - 2.3.1. Investigate fire cause and origin within the City.
  - 2.3.2. Upon request of City, review and propose fire codes, cost recovery, and ordinances for adoption by City.
  - 2.3.3. Develop and maintain fire prevention and education programs within the City including materials for use and dissemination of this information.
  - 2.3.4. Maintain for City adequate records of activities as may be required by the Insurance Services Office and the California Office of the State Fire Marshal.
  - 2.3.5. Participate in mutual aid agreements with fire protection providers that are contiguous with the City and establish and maintain automatic aid agreements in areas in which service might be improved by such agreements so long as it is in the best interests of City and District to do so.
  - 2.3.6. Take all reasonable steps to maintain all District and City facilities, apparatus, 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.
  - 2.3.7. Participate in City’s emergency management and disaster planning through the District Fire Chief or designee and commit command staff (Captain level acceptable) to the emergency operations center when activated. Such participation shall include cooperation in emergency preparedness exercises at least annually to exercise the City’s emergency management plan.
- 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 District and/or City 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, District is unable to provide the level of service described in Section 2, or if City is unable to pay District for the established levels of service, the parties agree to renegotiate this Agreement in good faith.

2.4.2. City 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”). District shall have up to 90 days to respond to service request changes made by City and such response shall include any costs (or cost savings) resulting from those Service Request Changes and any service level amendments necessary to satisfy City’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.

### 3. SVFRA OVERSIGHT COMMITTEE:

3.1. An SVFRA Oversight Committee shall be created. While it is anticipated that most policy and budget decisions can be addressed at the staff level and through each Party’s annual budget process, the SVFRA Oversight Committee may convene in the event that the Parties are unable to come to agreement on budget, service level, or other issues that cannot be resolved at the staff level.

3.2. The SVFRA Oversight Committee shall include the following members:

3.2.1. Two (2) members of the Valley of the Moon Fire District Board of Directors appointed by the Valley of the Moon Fire District Board of Directors.

3.2.2. Two (2) members of the Sonoma City Council consisting of the Mayor and Mayor Pro-Tem.

3.2.3. Valley of the Moon Fire Chief

3.2.4. Sonoma City Manager

### 4. FINANCE

4.1. Financial Services:

4.2. At the time of execution of this Agreement, City is providing financial services to the District using a fee for service model. If the District desires to continue this arrangement, services to be provided and costs shall be negotiated annually through the budget process.

4.3. Budget:

4.3.1. District and City shall jointly prepare an annual budget using timelines provided by the City and agreed to by District. Such budget shall outline the proposed share of costs for each Party for review by their respective governing bodies.

4.3.2. District and City shall participate in any periodic reporting (such as, but not limited to mid-year budget) reasonably required for either agency.

- 4.3.3. As a part of the budget process, Parties may meet to discuss changes to the Agreement such as staffing levels or Standards of Coverage and the cost (or savings) impacts of those proposed changes.
- 4.3.4. In the event that the Parties cannot come to a mutual agreement on annual operating budget, the budget shall be forwarded to the SVFRA Oversight Committee defined in Section 3.
- 4.4. Purchasing: Where possible, City and District shall collaborate on purchasing to achieve economies of scale. District may purchase equipment, apparatus, and supplies that may be charged to the shared budget or to City directly and City may purchase equipment, apparatus, and supplies that may be charged to the shared budget or to District. 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.
- 4.5. Accounting / Audit
  - 4.5.1. A separate account or fund shall be established for payment of costs related to the SVFRA to separate SVFRA funds from other funds of District or City. District and City shall make payments or transfer to this account or fund monthly or on such other schedule as may be mutually agreed to by the Parties during the annual budget process.
  - 4.5.2. In the event that District should be dissolved, fund reserves remaining shall be apportioned with respect to the ratio paid to the fund by District returned to District and the portion paid by City shall be returned to City.
  - 4.5.3. Funds paid to District by City under the terms of this Agreement shall be dedicated to the operation, maintenance, equipping, and administration in support of the services provided pursuant to this Agreement and shall be held in the SVFRA Fund or Account described in Section 4.5.1. Fees paid by any third party for services provided by the SVFRA may be collected by District or City and shall be distributed to District, City, or SVFRA as defined during the annual budget process for each type of revenue.
  - 4.5.4. At the conclusion of each Fiscal Year, District shall complete an Annual Financial Audit to identify any fund balance (or shortfall) and identify adjustments (if any) to be made to each agency.
- 4.6. Fees:
  - 4.6.1. District shall maintain a Fee Schedule for all service that may be charged to others including, but not limited to: EMS, Fire Marshall 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 City Fee Schedule by reference and the City fee schedule shall incorporate the District Fee Schedule by reference. A copy of the Fire District Fee

Schedule shall be made available at City Hall and provided electronically for posting on the City website.

4.6.2. At the request of City, or at the request of community organizations or private individuals, the Fire Chief or his designee may agree to provide extra fire services for special events and functions occurring within the geographic boundaries of City.

4.6.2.1. For Special Services requested by City that are not included in the annual budget, such costs may be charged to City as agreed to between City and District.

4.6.2.2. For Special services requested by parties other than City, District shall bill the requesting party directly for services performed.

4.7. District and City agree that each party may have business costs unique to the entity which will not become a part of the Agreement budget. As such, each entity shall account for those costs separately and apart from the Agreement budget and will establish funding sources from other normal revenues [such as Capital Funds and Reserves].

## 5. REPORTING

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

5.2. District and City shall mutually cooperate to provide regular operational, financial, and informational reports. District shall provide supplemental reports at any time that the City Manager or City Council requests additional information regarding major incidents or other significant emergency services issues affecting City.

5.3. Audit: City or any authorized representative shall have access to any books, documents, and records of District 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. District agrees that in the event audit exceptions are determined by appropriate audit agencies, compliance shall be the responsibility of District. District shall provide City with a copy of its annual financial audit [including the management letter and findings if any] within 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 City.

## 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 District. District is bound to abide by bargaining agreements and Memoranda of Understanding covering District employees in accordance with the Meyers-Milias-Brown Act and all other State and Federal laws and regulations.

- 6.2. All persons employed by District to perform services pursuant to this Agreement shall be and remain District employees and shall, at all times, be under the sole direction and control of District. No City employee shall perform services that District 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 District to perform the services pursuant to this Agreement shall be entitled solely to the rights and privileges given to District employees and shall not be entitled, as a result of providing services required hereunder, to any additional rights and privileges given to City employees.
- 6.3. Personnel assigned to provide services are required to abide by all rules, regulations, policies, and procedures (hereinafter referred to as procedures) applicable to District employees, except where such procedures may conflict with a requirement of this Agreement.
- 6.4. The City Manager or designee may request that District personnel abide by City procedures. Personnel will comply with such City procedures, except where such procedures may conflict with procedures applicable to District 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 District supervisor and employee engaged in the performance of any service hereunder shall be deemed to be an agent of City while performing services for City, which services are within the scope of this Agreement and are purely municipal functions. Notwithstanding the agency relationship created by this provision, City shall not be liable for any act or omission of any District supervisor or employee and shall not be responsible to indemnify, defend, or hold harmless any District supervisor, employee, volunteer or agent unless otherwise specifically provided elsewhere in this Agreement.
- 6.6. City shall not be liable for the direct payment of any salaries, wages, employment benefits, or other compensation of any form whatsoever to any District personnel performing services hereunder for District or any liability other than that provided for in this Agreement.

## 7. TERM OF AGREEMENT

- 7.1. This Agreement shall go into effect at 12:00 a.m. on February 1, 2017 and, at that time, shall terminate and supersede the Joint and Mutual Fire Protection and Emergency Medical Agreement that was executed between District and City on December 19, 2011.
- 7.2. This Agreement shall be effective for a period of five years. This Agreement is thereafter renewable in five-year increment periods unless otherwise terminated earlier in accordance with Section 8 [Termination].
- 7.3. With formal action by the District Board of Directors and City Council, this Agreement may be extended for successive periods not to exceed five years each. In the event City desires to renew this Agreement for any succeeding periods, the City Council, not later

than six months preceding the expiration date of this Agreement, shall notify the District Board of Directors in writing that it wishes to renew the Agreement. The District Board of Directors, within 30 days after receipt of such notification, shall provide the City Council with written notification of acceptance of such renewal for an additional five year period, or such other term as is mutually agreeable.

## 8. TERMINATION

District or City may terminate this Agreement by giving written notice to the other of not less than one year. City shall pay District for its share of costs of services rendered through and until the final date of termination.

## 9. LEASE OF CITY FACILITIES, VEHICLES AND EQUIPMENT

9.1. Lease of City Premises: City hereby leases to District and District leases from City, on the terms and conditions hereinafter set forth in this Agreement, those certain premises as described as follows:

Land and Improvements situated in the CITY OF SONOMA, State of California, commonly known as Sonoma Fire Station No. 1, the Albert C. Mazza Fire Station, located at 630 Second Street West, Sonoma, which is more particularly described by the Grant Deed of the Premises between Pacific Gas and Electric Company and City of Sonoma dated December 2, 1999, attached hereto as Exhibit B and incorporated by reference herein (“the Premises”).

### 9.1.1. Term of Lease

The term of the lease of the Premises shall be the same term as that set forth by Section 7 of this Agreement; provided that the term shall not extend for more than 55 years in total, except in accordance with Government Code Section 37380 and/or Civil Code Section 718, as they may be amended from time to time. Termination of this Agreement in accordance with the provisions of Section 8 shall serve to terminate this Lease, which termination shall take effect on the same date as the termination of this Agreement. Upon termination, District shall return Premises to City in the same condition as the Premises were delivered, with the exception of ordinary wear and tear.

9.1.2. Landlord Tenant Relationship: District shall be the Tenant and City shall be the Landlord. District shall be given exclusive possession of the Premises at all times that this Agreement is in effect.

9.1.3. Rent: District shall pay rent to the City in the sum of \$1.00 each year, payable by July 1, as consideration for the use of the Premises.

9.1.4. Use of the Premises: Premises are hereby leased to District for the purpose of all-risk fire and emergency medical services to be provided in accordance with the terms of this Agreement. Other uses customarily associated with emergency services are also permitted. District shall not use or permit the Premises, or any part thereof, to be used, for any purpose or purposes other than the purpose or purposes for which the Premises are hereby leased. Maintenance, repairs,



improvements, alterations, and additions to the Premises shall be performed as set forth by Section 11 of this Agreement. During the term of the contract, District shall maintain insurance coverage as stated in Section 17.

- 9.1.5. Memorandum of Lease. No later than the Effective Date of this Agreement, City shall prepare, execute and record a Memorandum of Lease in the office of the Sonoma County Recorder in the form attached hereto as EXHIBIT D.
- 9.1.6. Other Terms. This Lease shall be subject to all other terms and conditions of this Agreement except as they may conflict with the terms of this Section 9.
- 9.2. Lease of Vehicles and Equipment: City hereby leases to District and District leases from City, on the terms and conditions hereinafter set forth in this Agreement, all Fire and Emergency Medical Response vehicles including command vehicles registered to the City of Sonoma, as shown on the City's Capital Asset Schedule as updated and maintained by City. The list of vehicles as of the effective date of this Agreement is attached hereto as EXHIBIT C and incorporated by this reference herein. District shall provide updates to City annually to update City's Capital Asset Schedule.
  - 9.2.1. The vehicles and equipment are hereby leased to District for the purpose of all-risk fire and emergency medical services to be provided to City in accordance with the terms and conditions of this Agreement. Other uses customarily associated with emergency services are also permitted. District shall not use, or permit the vehicles and equipment or any part thereof to be used, for any purpose or purposes other than the purpose or purposes for which the vehicles and equipment are hereby leased.
  - 9.2.2. District shall pay rent to City in the sum of \$1.00 each year, payable by July 1, as consideration for the use of the vehicles and equipment herein described. This lease shall have the same term as Section 7 of this Agreement and be subject to the same termination provisions as Section 8 of this Agreement.
  - 9.2.3. Maintenance, repairs, alterations and substitutions of the vehicle and equipment leased by City to District shall be subject to the provisions of Section 10 of this Agreement. This Lease shall be subject to all other terms and conditions of this Agreement except as they may conflict with the terms of this Section 9. During the term of the contract, District shall maintain insurance coverage as defined in Section 17.

## 10. VEHICLES & EQUIPMENT

- 10.1. For purposes of ownership, each Party shall remain the registered owner of its respective vehicles including fire apparatus.
- 10.2. During the term of this Agreement, District shall maintain in good repair all apparatus and equipment under the control of District / SVFRA, and shall be financially responsible through the approved annual budget for non-capital maintenance and repairs of any vehicles or equipment used by District in the performance of services under this Agreement. For capital repairs as defined by City or District Capital Asset Policy in

accordance with Government Accounting Standards Board (GASB) guidelines, the Party that owns that vehicle or equipment asset shall be fully responsible for all costs. As part of the annual budget process, District shall notify City of anticipated capital repair costs. In the event of an unanticipated capital repair, District shall notify the City Manager or designee and seek approval prior to initiating repairs, upgrade, or replacement of vehicles owned by City.

- 10.3. City and District shall provide for equipment replacements in the each Party's 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 City or District to replace equipment on schedule, the owner of the equipment exceeding scheduled life may be direct charged for excess maintenance or repairs related to the age of the vehicle.
- 10.4. Notwithstanding any of the above, District shall be responsible for any damage or destruction to any vehicle used by the District in the performance of services under this Agreement (whether owned by City or District) arising out of, connected with, or caused by the negligence or intentional acts or omissions of District employees, officers or agents.
- 10.5. Should City elect to divest itself of fire equipment or apparatus, District shall have the right-of-first refusal to acquire same. If City transitions ownership of equipment and apparatus to District, District and City shall establish an equitable and legal formula for establishing true value.

## 11. USE OF CITY FACILITIES

- 11.1. During the term of this agreement, CITY shall make available sole use of facilities [Fire Station No 1, the Albert C. Mazza Fire Station hereinafter (Station 1)] located at 630 Second Street West, Sonoma to District to serve as District headquarters under the designation of Sonoma Valley Fire and Rescue Authority and for District's use in conducting both Administrative and Fire operations functions.
- 11.2. District agrees to provide on-site management of the Station 1, including scheduling and ensuring that regular office hours are maintained.
- 11.3. City retains the ability to schedule use of the Fire Training Room for City meetings and functions at no cost to City provided that scheduling of said meetings and functions does not conflict with regular District business.
- 11.4. Station 1, including basic workstations (containing furniture, office equipment, and supplies), shall be sufficiently equipped to allow District employees to perform the services required under this Agreement in a safe, effective, and efficient manner. District shall be responsible for the maintenance and upkeep of non-capital equipment and may budget ongoing upgrades and maintenance through the annual budget process as defined in Section 4 herein.
- 11.5. District shall maintain the security of the work areas.
- 11.6. Utilities and Maintenance of Facility

- 11.6.1. Facility and Grounds: District shall maintain Station 1 and any other City Facilities used in the performance of this Agreement in a state of good repair.
- 11.6.2. Utilities and Maintenance: All utility and maintenance costs (including, but not necessarily limited to, charges for electricity, gas, telephone, water, refuse disposal, janitorial, maintenance, and any related expenses provided to the facilities) of the facility and furnishings (including, but not necessarily limited to, regular cleaning service, and a program for repair or replacement of office equipment and other furnishings) shall be the responsibility of the District and may be included in the annual budget shared between the Parties as defined in Section 4 herein.
- 11.6.3. City shall retain financial responsibility for capital repairs as defined by City or District Capital Asset Policy in accordance with Government Accounting Standards Board (GASB) guidelines. 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 City's Long-term Building Maintenance Fund. As part of the annual budget process, District shall notify City of anticipated capital repair costs. In the event of an unanticipated capital repair, District shall notify the City Manager or designee and seek approval prior to initiating repairs.
- 11.6.4. Notwithstanding Section 11.6.3 above, District 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 District's employees, officers or agents.
- 11.7. Approvals: City shall approve all costs related to the use of Station 1 in advance. Such approval may take place through the Annual Budget process or through approval by the City Manager.

## 12. CITY POWERS AND ENFORCEMENT OF CITY ORDINANCES

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

- 12.2. City shall be responsible for the validity of its rules, regulations, resolutions, and ordinances, including any ordinances or codes incorporated by reference in City's ordinances or Municipal Code, and City shall defend, hold harmless, and indemnify District, its officers, agents, and employees, with respect to any lawsuit or action challenging the validity of a City ordinance.
- 12.3. With respect to the laws of the United States and the State of California and the ordinances and resolutions of the City of Sonoma which confer certain authorities, obligations and enforcement powers upon the City's Fire Chief and Fire Marshal, the District's Fire Chief and Fire Marshal shall act in the capacity of the City's Fire Chief and Fire Marshal.

### 13. LETTERS OF UNDERSTANDING

If requested by the Fire Chief or City Manager, Letters of Understanding may be signed by Fire Chief and City Manager 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 Sonoma City Council and the Valley of the Moon Fire District 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.

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

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

### 15. LEGAL

District shall consult with the City Manager or his/her designee who may authorize contact with the City Attorney when District actions are within the City's boundaries and involve City ordinances, policies, or related issues. For actions involving both District and City jurisdictions, both attorneys may collaborate as appropriate. Cost of attorney services shall be borne by the respective agency.

### 16. MUTUAL INDEMNIFICATION

District shall defend, indemnify, protect, and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or

injuries to any person or property, including injury to District's employees, agents, or officers which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of District, and its agents, officers, or employees, in performing this Agreement and the services herein; provided, however, that District's duty to indemnify and hold harmless shall not include any claims or liability arising from the negligence or intentional acts or omissions of City, its agents, officers, or employees.

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

## 17. INSURANCE

District 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, District shall secure and maintain throughout the Agreement the following types of insurance or self-insurance with limits as shown.

- 17.1. Workers' Compensation: A program of Workers' Compensation 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 \$250,000 limits covering all persons providing services on behalf of District and all risks to such persons under this Agreement.
- 17.2. Comprehensive General and Automobile Liability Insurance or Self-Insurance: District shall be responsible for maintaining General and Automobile Liability insurance. This coverage is to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles including those vehicles leased from City of Sonoma. The policy or self-insurance shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000.00).
- 17.3. Comprehensive Property, Vehicle and Equipment Insurance or Self-Insurance: District shall be responsible for maintaining General and Automobile Liability insurance. This coverage is to include contractual coverage and property liability coverage for all property and premises leased from City. The policy or self-insurance shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000.00).
- 17.4. Additional Named Insured: All policies or self-insurance, except Workers' Compensation, shall contain additional endorsements naming the City and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of District's performance of service hereunder.

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

## 18. ADDITIONAL DOCUMENTS AND AGREEMENTS

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

## 19. 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 directors, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively.

## 20. CONSTRUCTION OF AGREEMENT

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

## 21. AGREEMENT CONTROLLING

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

## 22. NOTICES

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

City of Sonoma:	City Manager City of Sonoma No.1 The Plaza Sonoma , CA 95476-9000
Valley of the Moon Fire District:	Fire Chief Valley of the Moon 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.

## 23. 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 District nor City 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 City shall be taken by the City Council or by the City Manager or his/her designee in conformance with City policies.

This Agreement is subject to any applicable constitutional and City taxing or debt limitations and is contingent upon City appropriating the necessary funds under the applicable annual budget. If City fails to appropriate the funds necessary for this Agreement, written notice shall be given by City to District within thirty (30) calendar days and both parties shall immediately negotiate a service transition.

24. 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.

25. NONDISCRIMINATION

District and City 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.

26. AMENDMENT

This Agreement may only be amended in writing by an amendment authorized by the City Council and the Valley of the Moon Fire District Board of Directors.

27. 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.

28. 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.

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

**VALLEY OF THE MOON FIRE DISTRICT**

Dated: \_\_\_\_\_

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

ATTEST:

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

**CITY OF SONOMA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager



**“EXHIBIT A”**

**Staffing**

Fire stations will be staffed with a minimum of 11 full-time personnel and 3 stipend firefighters per shift in the following ranks and certifications:

<b>Fire Station</b>	<b>Location</b>	<b>Apparatus</b>	<b>Batt. Chief</b>	<b>Capt.</b>	<b>Engineer</b>	<b>FF Medic</b>	<b>FF EMT</b>	<b>Stipend FF</b>
<b>No. 1</b>	630 2nd St. West	Medic Engine		One	One			One
		Medic Ambulance				One	One	
<b>No. 2</b>	877 Center St.	Medic Engine	One	One	One			One
<b>No. 3</b>	1 W. Aqua Caliente Rd.	Medic Engine		One	One			One
		Medic Ambulance				One	One	
<b>No. 4</b>	18798 Prospect Drive	Volunteer Engine						

**Daily Executive Staff Access**

The Fire Chief and Chief Officers will be assigned for daily executive staff access to the CITY. This will provide contact, on a daily basis, of a senior chief officer to the City Manager and policymakers. The secretary/clerical personnel will also provide receptionist services and assist with coordination of fire inspection services in the CITY. The Fire Chief shall regularly attend CITY Department Head meetings and shall be a functional Department Head in terms of the CITY’s Executive Team as requested by the CITY Manager. The Fire Chief shall also serve as the Assistant Director of Emergency Services [per CITY resolution].

### **EMS Level**

Each fire company will be staffed and equipped as a priority to the paramedic level/ advanced life-support level (ALS) with one Firefighter Paramedic and one Firefighter EMT per unit.

### **Inspection and Investigations**

The DISTRICT 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.

### **Fire Prevention Planning and Inspection**

CITY desires to provide “one stop” planning and building services to minimize processing delays. DISTRICT will provide staff for these services and agrees to provide work space for staff performing these duties. The DISTRICT has adopted ordinance number 2016/2017-01 dated December 8, 2015 establishing a schedule of fees to cover the costs of providing services, issuing permits and enforcing regulations within the DISTRICT. DISTRICT will recommend to the CITY, and the CITY will approve, no more than the fees established by DISTRICT to cover the costs of providing services, issuing permits, and enforcing regulations within the CITY. District shall indemnify, defend, and hold the CITY harmless from any claims, damages, fees, costs, and losses of any nature whatsoever in any action challenging fee(s) for services, permits, or enforcement activities established or imposed pursuant to this paragraph. The DISTRICT will amend this ordinance to include all functions associated with fire and life safety plan review and inspections services for the CITY and incorporate the CITY fee schedule by reference into the DISTRICT fee schedule for services to properties within the City limits of Sonoma. DISTRICT will provide planning services for CITY projects and special events. The function of the DISTRICT fire prevention shall be the implementation, administration and enforcement of the provisions of applicable codes.

### **Grants**

DISTRICT will work proactively with CITY in seeking grant opportunities that are mutually beneficial. DISTRICT will apply on behalf of the CITY 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 DISTRICT shall continue to maintain cooperative efforts with a regional approach with other providers of specialized services.

### **Community Liaison/Community Involvement**

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

### **Emergency Management**

The DISTRICT will make available to the CITY an officer at the captain level position or above to function as Emergency Management liaison, consistent with current level of service. DISTRICT will coordinate Emergency Management activities with the CITY. DISTRICT position will be the liaison for local radio groups such as the amateur radio operators for civil emergency services. Additional performance measures will include an annual Emergency Operations Center (EOC) drill, CITY department head training, and operational plan update and review.

EXHIBIT B

7L-412 (REV 4-94)

LD 2405-05-0639

99042 (22-99-035) 03-99-04  
Sonoma Service Center

AFTER RECORDING, RETURN TO:

City of Sonoma  
No. 1 The Plaza  
Sonoma, CA 95476



GENERAL PUBLIC  
12/08/1999 15:17 DEED  
RECORDING FEE: 16.00

1999150030

OFFICIAL RECORDS OF  
SONOMA COUNTY  
BERNICE A. PETERSON

4



Location: City/Uninc. of Sonoma  
Recording Fee \_\_\_\_\_  
Document Transfer Tax \$ \_\_\_\_\_  
xxx Computed on Full Value of Property Conveyed, or  
o Computed on Full Value Less Liens & Encumbrances  
Remaining at Time of Sale  
The undersigned declarant  
Signature of declarant or agent determining tax

GRANT DEED

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, hereby grants to the CITY OF SONOMA, a municipal corporation, hereinafter called Grantee, the real property, situate in the City of Sonoma, County of Sonoma, State of California, described as follows:

(APN 18-251-64, 18-291-33)

PARCEL 1

The parcel of land conveyed by V. Sangiacomo and Maria Sangiacomo, husband and wife, to PG&E by deed dated November 27, 1953 and recorded in Book 1249 of Official Records, at page 262, Sonoma County Records; EXCEPTING THEREFROM the parcel of land conveyed by PG&E to Sonoma Valley Inn by deed dated July, 2, 1986 and recorded as Official Records Series Number 86058332, Sonoma County Records.

PARCEL 2

The parcel of land conveyed by Peter M. Duffy and Ann S. Duffy, husband and wife, to PG&E by deed dated July 2, 1986, and recorded as Official Records Series Number 86058331, Sonoma County Records.

PG&E HEREBY QUITCLAIMS unto Grantee, its successors and assigns, all right, title and interest in and to the strip of land described as follows:

A strip of land bounded on the north by the southerly boundary line of the parcel of land hereinbefore described and designated PARCEL 1, bounded on the south by northerly boundary line of the parcel of land hereinbefore described and designated as PARCEL 2, bounded on the west by the westerly boundary line of PARCEL 4 as

- 1 -

MAIL TAX STATEMENTS TO:

Same as above  
Name Address Zip

shown upon Parcel Map Number 45, filed August 1, 1986 in Book 385 of Maps as pages 46-47, Sonoma County Records, bounded on the east by the easterly boundary line of said PARCEL 4.

Reserving to PG&E, an easement and right of way to construct, reconstruct, install, inspect, maintain, replace, remove, add to, and repair, at any time and from time to time, underground conduits, pipes, manholes, service boxes, wires, cables, and electrical conductors; aboveground marker posts, risers, and service pedestals; underground and aboveground switches, fuses, terminals, and transformers with associated concrete pads; and fixtures and appurtenances necessary to any and all thereof, as PG&E deems necessary; together with adequate protection therefore, and also a right of way, within the easement area described as follows:

A strip of land of the uniform width of 10 feet extending easterly from the easterly boundary line of Second Street West as shown upon said Parcel Map Number 45, and lying 5 feet on each side of the line described as follows:

Beginning at a point in said easterly boundary line of Second Street West, from which a ¾" Iron Pipe, accepted as marking the northerly terminus of a course, in the westerly boundary line of PARCEL 4, as shown upon said Parcel Map Number 45, which course has a bearing of North 7°22'50" East, and a length of 209.58 feet, bears north 7°22'50" east, 96.48 feet; thence leaving said easterly boundary line of Second Street West

- (1) south 82°51'45" east, 69.97 feet; thence
  - (2) north 79°13'45" east, 19.20 feet
- to a point within the boundary lines of said PARCEL 1.

The legal description herein defining the location of this utility distribution easement, was prepared by Pacific Gas and Electric Company pursuant to Section 8730(c) of the Business and Professions Code.

Further reserving to PG&E the right of ingress to and egress from said easement area over and across said real property by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantee.

Grantee shall not erect or construct any building or other structure or drill or operate any well within said easement area.

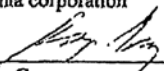
This grant is made subject to all valid and existing contracts, leases, licenses, easements, and encumbrances of record which may affect said real property and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof.

The real property hereby conveyed is no longer necessary or useful to PG&E in the performance by it of its duties to the public.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with said real property.

Dated December 2, 1999.

PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation

By   
Roger Gray  
Vice President - General Services

Attested   
Eric Montizambert  
Assistant Corporate Secretary

Division: North Coast  
Auth: 8001053  
APN 18-251-64, 18-291-33; SBE 135-49-1C  
T5N, R5W, MDB&M  
Section 7, SW1/4  
Prepared: WRT  
Revised 11-15-99; JBO

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of San Francisco } ss.

On 12/2/99 before me, Jeanette Johnson Notary Public  
Date Name and Title of Office (e.g., "Jane Doe, Notary Public")  
personally appeared Roger Gray Name(s) of Signer(s)

Personally known to me  
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Place Notary Seal Above

Jeanette Johnson  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

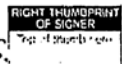
Description of Attached Document  
Title or Type of Document Grant Deed

Document Date December 2, 1999 Number of Pages 3

Signer(s) Other Than Named Above \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name \_\_\_\_\_  
Individual \_\_\_\_\_  
 Corporate Officer — Title(s) Vice President General Svcs  
Partner — Limited General \_\_\_\_\_  
Attorney in Fact \_\_\_\_\_  
Trustee \_\_\_\_\_  
Guardian or Conservator \_\_\_\_\_  
Other \_\_\_\_\_



Signer Is Representing Traffic Gas & Electric Co.

EXHIBIT C CITY LEASED EQUIPMENT AND FACILITY SCHEDULE

VEHICLE	Engine 3381 (Rosenbauer Type 1)	2015
VEHICLE	Engine 3361 (HME Type 3)	2014
VEHICLE	Truck 3351	2010
VEHICLE	Command Vehicle Hybrid SUV (3341)	2008
VEHICLE	Command Vehicle 4x4 SUV (3300)	2016
VEHICLE	Command Vehicle 4x4 Pickup (3320)	2012
VEHICLE	Command Vehicle 4x4 SUV (3343)	2001
VEHICLE	Ford Ambulance Type III (2001 used) #A-7	2001
VEHICLE	Ford Ambulance Type III (302)	2003
VEHICLE	Ford Ambulance Type III (305)	2004
VEHICLE	Ford Ambulance Type III (304)	2007
VEHICLE	Ford Ambulance Type III (301)	2010
VEHICLE	Ford Ambulance Type III (303)	2013
EQUIPMENT	Cascade system Mako	1998
EQUIPMENT	Dragon Safety BWE Drager Safety	1999
EQUIPMENT	10 User License M-link SCO Open Server Software	1999
EQUIPMENT	Mobile Radio System Northbay Com 160 Channel	2000
EQUIPMENT	Air Bag Set LN Curtis, 50 ton set	2000
EQUIPMENT	Thermal Imager	2002
EQUIPMENT	Extrication Equipment	2002
EQUIPMENT	Mobile Lift Controller	2002
EQUIPMENT	Fire Station Furnishings	2002
EQUIPMENT	Night Scan Light Tower	2002
EQUIPMENT	Heartstream Monitor	2002
EQUIPMENT	Opticom	2004
EQUIPMENT	Opticom	2005
EQUIPMENT	Dept Wireless System	2001
EQUIPMENT	12 Lead EKGS (11)	2007
EQUIPMENT	Defibrillator	2008
EQUIPMENT	Fuel Tanks	2008
EQUIPMENT	Auto-Pulse CPR Device (2)	2015
EQUIPMENT	(3) Power Patient Gurney	2009/15
EQUIPMENT	(3) Manual Patient Gurney	2006
FACILITIES	STATION 1 - 630 SECOND ST W	
FACILITIES	STATION 1 - MECHANIC GARAGE	



EXHIBIT D

(To be inserted upon ratification of contract.)



# Valley of the Moon Fire Protection District

## Board of Directors Meeting

### Agenda Item Summary

January 10, 2017



<b>Agenda Item No.</b>	<b>Staff Contact</b>
10B	Mark Freeman, Fire Chief

<b>Agenda Item Title</b>
Fire Chief shared service agreement with Glen Ellen Fire Protection District

<b>Recommended Actions</b>
Direct Fire Chief to enter into negotiations and construct a shared service agreement with legal consultation

<b>Executive Summary</b>
<p>The Glen Ellen Fire Protection District has requested interim Fire Chief services as the districts work through a feasibility study for a full contract for services agreement. A volunteer Division Chief would be appointed to fulfill these duties. The position would act as a liaison to the Glen Ellen FPD Board of Directors. This appointment would be for an initial term of six (6) months.</p> <p>The cost is estimated to be a \$500-per-month stipend (plus associated payroll fees). The fiscal impact is zero, as funding would be a direct pass through for actual cost.</p>

<b>Alternative Actions</b>
Suggest alternatives to proposed arrangement

<b>Strategic Plan Alignment</b>

### Fiscal Summary – FY 16/17

Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.	\$	Fees/Other	\$
		Use of Fund Balance	\$
		Contingencies	\$
		Grants	\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

<b>Narrative Explanation of Fiscal Impacts (if required)</b>

<b>Attachments</b>