

Sonoma Valley Fire District

Board of Directors Meeting

March 8, 2022





Sonoma Valley Fire District

Board of Directors Meeting

March 8, 2022

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MEETING AGENDA
SONOMA VALLEY FIRE DISTRICT
BOARD OF DIRECTORS
Tuesday, March 8, 2022 at 6:00 P.M.
Location: Sonoma Valley Fire District Station 1
630 2nd Street W., Sonoma, CA 95476

This meeting is being conducted via videoconference in compliance with AB 361, effective September 16, 2021. Agendas and board packet materials are available at the following website: <http://sonomavalleyfire.org>

Join by phone: 1-669-900-9128

Meeting ID: 914 153 1767

Meeting Passcode: 3300

1. Call to Order

2. Roll Call and Determination of a Quorum

Board of Directors: President William Norton, Vice President John (Matt) Atkinson, Treasurer Mark Johnson, Brian Brady, Raymond Brunton, Mark Emery, Terrence 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

- a) Consideration to approve of videoconference option under AB 361. Board will consider approval of findings that there remains a State proclaimed COVID 19 health emergency and local officials continue to impose or recommend measures to promote social distancing. **Action item with Roll Call Vote**
- b) Approval of minutes from the regular meeting, held on February 8, 2022. **Action Item**

8. Fire Chief's Monthly Report

Report for February 2022

9. Old Business

10. New Business

- a) Resolution 2021/2022-07 to amend and extend the Joint Powers Agreement between the Sonoma Valley Fire District and the City of Sonoma.
- b) Resolution 2021/2022-08 ratifying COVID-19 Pandemic One-time Lump Sum Employee Pay.
- c) Purposed purchase of a new 2022 Chevrolet Silverado pickup to be utilized by the Training Officer.

11. Other Business to Come before the Board

12. Comments from the Floor

13. Comments/Reports from the Board

14. Closed Session

15. Adjournment

This meeting will be adjourned to the regular Board meeting on April 12, 2022 at 6:00 p.m. Meeting access will be determined based on COVID-19 restrictions in place at that time.

Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to on the agenda are available at the following website at <http://sonomavalleyfire.org>.



Sonoma Valley Fire District
Board of Directors Meeting
 Agenda Item Summary
 March 8, 2022

Agenda Item No.	Staff Contact		
7a	Maci Jerry, Clerk of the Board		
Agenda Item Title			
AB 361 Compliance			
Recommended Actions			
Review local officials currently imposed or recommended measures to promote social distancing.			
Executive Summary			
<p>Since the Governor’s COVID-19 emergency orders issued in March 2020, local public agencies, such as our Board of Directors, have been authorized to conduct videoconference meetings without compliance with Brown Act teleconference and videoconference requirements in Government Code section 54953.</p> <p>The Governor’s order expired on 9/30/21, and the California legislature passed AB 361, signed by the Governor on 9/16/21, which authorizes continued videoconference meetings without Brown Act compliance, provided the local agencies Board of Directors make a finding, every 30 days at its monthly meeting, that (1) there is still a State proclaimed COVID 19 health emergency; and (2) local officials (such as the County health officer) continue to impose or recommend measures to promote social distancing.</p> <p>The Board is to have an updated discussion regarding current COVID 19 protocols, with public comment and concluded with a roll call vote to approve the findings discussed by the Board.</p>			
Alternative Actions			
No alternative actions are recommended.			
Strategic Plan Alignment			
Fiscal Summary – FY 21/22			
Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req’d.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (if required)			
None			
Attachments			
None			



Sonoma Valley Fire District
Board of Directors Meeting
 Agenda Item Summary
 March 8, 2022

Agenda Item No.	Staff Contact		
7b	Maci Jerry, Clerk to the Board of Directors		
Agenda Item Title			
Approval of the regular meeting minutes held on February 8, 2022			
Recommended Actions			
Approve the minutes			
Executive Summary			
The minutes have been prepared for Board review and approval.			
Alternative Actions			
Correct or amend minutes prior to approval			
Fiscal Summary – FY 21/22			
Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (if required)			
Not Required			
Attachments			
1. Minutes for February 8, 2022 regular meeting			

SONOMA VALLEY FIRE DISTRICT

BOARD OF DIRECTORS MEETING MINUTES

Tuesday, February 8, 2022

**Meeting was held via videoconference in compliance with AB 361, effective September 16, 2021.
Join by phone: 1-669-900-9128 | Meeting ID: 914 153 1767 | Meeting Passcode: 3300**

1. Call to Order

President Norton called meeting to order at 6:01 p.m. via a zoom videoconference call.

2. Roll Call and Determination of a Quorum

Board of Directors: President William Norton, Vice President John (Matt) Atkinson, Treasurer Mark Johnson, Brian Brady, Mark Emery, and Terrence Leen. Director Raymond Brunton was absent

3. Pledge of Allegiance

The Pledge of Allegiance was led by Director Leen and recited by all.

4. Confirmation of Agenda

Confirmed. No agenda items reordered.

5. Comments from the Public

None, no public present.

6. Presentations

None

7. Consent Calendar

a) Due to an increase in positive COVID cases within the County and no recommended changes to social distancing protocols the Board agreed to continue videoconferences. Conditions will be reviewed again in 30 days in compliance with new AB 361 legislation.
M/S/P Johnson/ Leen 6 ayes/1 absent

b) Board reviewed and approved the meeting minutes from the board meeting held on January 11, 2022. **M/S/P Brady/Johnson 6 ayes/1 absent**

8. Fire Chief's Monthly Report

The Chief presented his monthly report to the Board.

9. Old Business

a) Board approved the recommendations set forth by Chief Akre and VP Atkinson as outlined below:

- Termination of lease agreement with the Dericksons, giving a 60 day notice.
- Payment for electricity expenses to the Dericksons over the time of the lease totaling \$4,400.00 (\$20 per month for 220 months).
- Turn the building over to the Dericksons after termination of lease agreement.

- Presentation of a plaque to the Derickson family for their dedicated service to the Glen Ellen Community for over 50 years and three generations.

M/S/P Leen/Brady 6 ayes/1 absent

10. New Business

- a) Board approved creation of policies for future prescribed fire burns in a collaborated effort between local and state agencies, creating a training element for District personnel and the ability to educate the community on the importance of maintaining fuel loads with the use of good fire. **M/S/P Leen/Johnson 6 ayes/1 absent**
- b) The Board accepted the draft letter in support of Sonoma County Fire District's effort to improve their emergency ALS ambulance service in EOA #1. The letter is to be used at the Chief's discretion. **M/S/P Johnson/Emery 6 ayes/1 absent**

11. Other Business to come before the Board

None

12. Comments from the Floor

None

13. Comments/Reports from the Board

- a) Emery thanked FF/PM Gibson and FM Smith for all their efforts in bringing additional fire prevention efforts to the Valley. Norton echoed his appreciation.

14. Closed Session

54957.6. Closed session; Labor negotiations

Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily-provided scope of representation. Closed sessions of a legislative body of a local agency, as permitted in this section, shall be for the purpose of reviewing its position and instructing the local agency's designated representatives. Closed sessions, as permitted in this section, may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees.

Closed session began at 7:40 p.m. There was no reportable actions taken during closed session. The session concluded at 9:15 p.m.

15. Adjournment

M/S Emery/Johnson with 6 ayes/1 absent

This meeting was adjourned at 9:17 p.m. to a regular Board meeting on March 8th, at 6:00 p.m. Meeting will be conducted via videoconference based on local COVID-19 restrictions in place and compliance of new AB361 legislation. *Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to on the agenda are available at the following website at <http://sonomavalleyfire.org>*

Respectfully submitted,

Maci Jerry



Sonoma Valley Fire District
Board of Directors Meeting
 Agenda Item Summary
 March 8, 2022

Agenda Item No.	Staff Contact
10a	Steve Akre, Fire Chief
Agenda Item Title	
Contract for services renewal with the City of Sonoma	
Recommended Actions	
Renew agreement	
Executive Summary	
Representatives from the City and District have met to revise the Joint and Mutual Fire Protection and Emergency Medical Services Agreement between the Sonoma Valley Fire District and the City of Sonoma. The agreement has also been reviewed by each agency's legal counsel. There are two areas of change from the previous agreement. One is the name change to the SVFD and the second is updating the Finance section to reflect the current practices and relationships. The new agreement is being presented to the Board to approve renewal for an additional five-year term.	
Alternative Actions	
Propose additional revisions to agreement before approval	
Strategic Plan Alignment	
Fiscal Summary – FY 21/22	
Expenditures	
Budgeted Amount	\$
Add. Appropriations Req'd.	\$
	\$
	\$
Total Expenditure	\$
Funding Source(s)	
District General Fund	\$
Fees/Other	\$
Use of Fund Balance	\$
Contingencies	\$
Grants	\$
Total Sources	\$
Narrative Explanation of Fiscal Impacts (if required)	
None	
Attachments	
<ol style="list-style-type: none"> 1. Contract for services agreement 2022 2. Resolution 2021/2022-07 	

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

THIS AGREEMENT, effective _____, 2022 by and between the Sonoma Valley Fire 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 Government Code Section 54980, et seq.; 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 updated on February 1, 2017.

WHEREAS, in recognition of the longtime “SFVRA” branding, partnership history and continuity of identification, when the Valley of the Moon Fire Protection District, the Glen Ellen Fire Protection District and the Mayacamas Volunteer Fire Company consolidated through an approved LAFCO process in 2020, the new District legally became the Sonoma Valley Fire District “SVFD” on July 1, 2020; 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, property owners, 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:

As described above, for continuity in identification for the community and the joint organization, District and City agree that the designation “Sonoma Valley Fire District” and its abbreviation “SVFD” 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) including, but not limited to, BLS and ALS first response and ambulance transport in accordance with the rights and responsibilities the City has pursuant to Health and Safety Code section 1797.201, 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 SVFD 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. SVFD CONTRACT OVERSIGHT COMMITTEE:

- 3.1. An SVFD Contract 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 SVFD Contract 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 SVFD Contract Oversight Committee shall include the following members:
 - 3.2.1. Two (2) members of the Sonoma Valley Fire District Board of Directors appointed by the Sonoma Valley 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. Sonoma Valley Fire Chief
 - 3.2.4. Sonoma City Manager

4. FINANCE

- 4.1. Financial Services:
- 4.2. At the time of execution of this Agreement, the City is no longer providing financial services to the District. While successful in the past, in 2017, the City was no longer able to provide these services due to workload and staff capacity. The District began the process of establishing its own financial services in house. The District now has a well-established Finance team and is providing all financial services.
 - 4.2.1 In 2018, the City Manager, Finance Director and Fire Chief all agreed that the past practice of merged finances between the City and District was not a financial best practice and no longer in the best interest of either entity. The District and City began the process of separating finances, both in banking and investment accounts as well as accounting and finance systems. The final accounting and distribution of cash and investment funds will occur prior to July 1, 2022 by agreement of the City Manager, Fire Chief and Finance Managers of both agencies.

- 4.2.2 The District established its own bank account and investment account and separated the majority of its monies from the City. This was done with agreement between the City and District staff as well as 2 third party accountants.
- 4.2.3 The District has purchased a new accounting software system and will be transitioning to it by July 1, 2022. This will allow the District to be removed from the City's Springbrook financial system, with the exception of access to archived records.
- 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 continue to outline the proposed share of costs for each Party (57% City, 43% District) for the Consolidated Operating Budget (the former SVFRA budget) 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 SVFD Contract 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. In the past, a separate account within the City financial system was used for payment of costs related to the SVFRA to separate SVFRA funds from other funds of District or City. With the migration to the District providing its own financial services and financial system, as well as the significant growth of the District, it has been agreed between City and District staff that it is no longer feasible to have a separate SVFRA account.
 - 4.5.2. As a final step in the separation of funds between the City and District, the remaining funds in the SVFRA account are to be returned to City and District in portion to the amount paid by the respective Party into the SVFRA account. City and District staff are currently working on this final step.

- 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.
- 4.5.4. Fees paid by any third party for services provided by the SVFD may be collected by District or City and shall be distributed to District, or City, as defined during the annual budget process for each type of revenue.
- 4.5.5. Reimbursements received by the District for the use of City owned vehicles and equipment shall be tracked and forwarded to the City, less any costs incurred for repairs and maintenance related to these uses.
- 4.5.6. At the conclusion of each Fiscal Year, District shall complete an Annual Financial Audit and provide a copy to the City.

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.
- 6.7. The personnel allocated to this Agreement are Fire Chief (1), Battalion Chiefs (3), Fire Marshall (1), Fire Captains (9), Fire Engineers (9), Firefighters (12), Training Officer (1), Prevention Captain (1), Fire Mechanic (1), Finance Officer (1) and Administrative Assistant (1).

7. TERM OF AGREEMENT

- 7.1. This Agreement shall go into effect at 12:00 a.m. on _____, 2022 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 11, 2011 and updated on February 1, 2017.
- 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.
- 7.3. The District Board of Directors and City Council may extend this Agreement for successive periods not to exceed five years each. In the event City desires to renew this Agreement for any succeeding periods, the City, 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. The notice requirement in this section is directory and not mandatory.
- 7.4. In the event the District and City have agreed to renew the Agreement, but the Parties are unable to approve the renewal prior to the expiration date, this Agreement shall remain in full force and effect until the renewal of the Agreement has been approved by the District and City Council.

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 Al 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 E 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 45 days after 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 F.

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. 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 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 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 the Premises to District to serve as District headquarters under the designation of Sonoma Valley Fire District and for District's use in conducting both Administrative and Fire operations functions.
- 11.2. District agrees to provide on-site management of the Premises, 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. The Premises, 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 the Premises 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 the Premises 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 Sonoma Valley 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

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.

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 Sonoma Valley 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.

SONOMA VALLEY FIRE DISTRICT

Dated: _____

By: _____
Board President

ATTEST:

Clerk of the Board

CITY OF SONOMA

Dated: _____

By: _____
City Manager

“EXHIBIT A”

Staffing

Fire stations in the original JPA and subsequent SVFRA Contracts for service recognized and funded 11 full-time fire personnel and 3 stipend firefighters per shift, as indicated in the table below (positions with no highlights).

In 2020, the Sonoma Valley Fire District adopted a service model of 3 career firefighters per engine company and maintains a fourth position on the engine for a stipend firefighter. This has resulted in the District now having a daily staffing level of 17 full-time personnel and 4 stipends which serve all areas of the District including the City. The City’s contract is still based however on the original 11 full-time and 3 stipend firefighter staffing levels.

The positions highlighted in yellow are funded 100% by the Fire District, with no contribution from the City’s contract amount.

The firefighter/paramedic position on the City’s Engine is SAFER Grant Funded. This funding is not included in the Contract for Services. It was approved and funded by separate Council action in 2020 and is set to expire in 2023.

Fire Station	Location	Apparatus	Batt. Chief	Capt.	Engineer	FF Medic	FF EMT	Stipend FF
No. 1	630 2nd St. West Sonoma	Medic Engine		One	One	One		One
		Medic Ambulance				One	One	
No. 2	877 Center St. El Verano	Medic Engine	One	One	One	One		One
No. 3	1 W. Aqua Caliente Rd. The Springs	Medic Engine		One	One	One		One
		Medic Ambulance				One	One	
No. 4	18798 Prospect Drive Diamond A	Volunteer Engine						
No. 5	13445 Arnold Dr. Glen Ellen	Medic Engine		One	One	One		One

Note: The District has 2 all Volunteer Stations in the Mayacamas area that are not shown. They are 100% funded by the District and are not included in the City's Contract.

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 D

Recording requested by
City of Sonoma

When recorded mail to
Rebekah Barr, City Clerk
City of Sonoma
No. 1 The Plaza
Sonoma, CA 95476

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") dated as of _____, 2022, is entered into between the City of Sonoma, hereinafter called "LESSOR", and the Valley of the Moon Fire Protection District hereinafter called "LESSEE".

RECITALS

A. On or about March 16, 2022 ,LESSOR and LESSEE entered into the amended "Joint and Mutual Fire Protection and Emergency Medical Services Agreement Between Sonoma Valley Fire District and City of Sonoma" ("Lease"), pursuant to which LESSEE leased from LESSOR property described by the Grant Deed between Pacific Gas and Electric Company and City of Sonoma dated December 2, 1999, and recorded as Official Records Series Number 1999150030, Sonoma County Records, which is attached hereto as Exhibit A and incorporated by reference ("Premises").

B. LESSOR and LESSEE desire to execute this updated Memorandum to provide constructive notice to all third parties of the LESSEE's rights under the Lease. NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. Term

LESSOR leases to LESSEE the Premises for a term of five (5) years commencing on _____, 2022 and ending on _____, 2027. The parties may extend the Lease for additional five-year increments at the end of the term, as more particularly described by the Lease.

Section 2. Lease Terms

This lease of the Premises to LESSEE is on all of the terms and conditions of Section 9(A) of the Lease, which is incorporated in this Memorandum by reference.

Section 3. Assignment

LESSEE's rights and obligations under Section 9(A) of the Lease shall not be assigned without LESSOR's prior written consent, and any assignment without this consent shall be void.

Section 4. Successors and Assigns

This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject, however, to the provisions of the Lease on assignment.

Section 5. Governing Law

This Memorandum and the Lease are governed by California law.

Executed as of the date first written above.

LESSOR/CITY OF SONOMA

By: _____

Name: Susan Casey

Title: Acting City Manager

LESSEE/ SONOMA VALLEY FIRE DISTRICT

By: _____

Name: William Norton

Title: President of the Board of Directors

Attached and incorporated exhibits:

EXHIBIT A-Grant Deed between Pacific Gas and Electric Company and City of Sonoma dated December 2, 1999, and recorded as Official Records Series Number 1999150030, Sonoma County Records

LD 2405-05-0639

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



1999150030

OFFICIAL RECORDS OF
SONOMA COUNTY
BERNICE A. PETERSON

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

4



Location: City/Uninc of Sonoma
Recording Fee _____
Document Transfer Tax \$ _____
 Computed on Full Value of Property Conveyed, or
 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 4" 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.

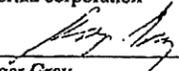
The real property hereby conveyed is no longer necessary or useful to PG&E in the performance by it of its duties to the public.

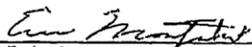
The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with said real property.

- 2 -

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

- 3 -

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

Jeanette Johnson
Signature of Notary Public

Place Notary Seal Above

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.

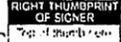
Description of Attached Document Grant Deed
 Title or Type of Document

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 Pacific Gas & Electric Co.



**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SONOMA VALLEY FIRE DISTRICT APPROVING THE JOINT AND
MUTUAL FIRE PROTECTION AND EMERGENCYMEDICAL SERVICES
AGREEMENT BETWEEN THE SONOMA VALLEY FIRE DISTRICT
AND CITY OF SONOMA**

RESOLVED, by the Board of Directors (“the Board”) of the Sonoma Valley Fire District (“the District”), that:

WHEREAS, both the District and the City of Sonoma (“the 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 Government Code Section 54980, et seq.; 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, 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 updated on February 1, 2017.

WHEREAS, in recognition of the longtime “SFVRA” branding, partnership history and continuity of identification, when the Valley of the Moon Fire Protection District, the Glen Ellen Fire Protection District and the Mayacamas Volunteer Fire Company consolidated through an

approved Sonoma County Local Agency Formation Commission process in 2020, the new reorganized District legally became the Sonoma Valley Fire District on July 1, 2020; and

WHEREAS, City desires to continue 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, the District is willing and able to continue to perform such all-risk services in a joint and mutual manner under the terms and conditions set forth in the attached amended Agreement negotiated between the District and City in March 2022; and

WHEREAS, District and City agree that the intent of this Agreement is to maintain the current service levels to the citizens, property owners, 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.

NOW, THEREFORE, the Board of Directors of the Sonoma Valley Fire District hereby approves the amended Joint and Mutual Fire Protection and Emergency Medical Agreement with the City of Sonoma attached to this Resolution.

IN REGULAR SESSION, the foregoing resolution was introduced by Director _____, who moved its adoption, seconded by Director _____, and passed by the Board of Directors of the Sonoma Valley Fire Protection District this 8th day of March 2022, on regular roll call vote of the members of said Board

President Norton	Aye_____	No_____	Absent_____
Vice President Atkinson	Aye_____	No_____	Absent_____
Treasurer Johnson	Aye_____	No_____	Absent_____
Director Brady	Aye_____	No_____	Absent_____
Director Brunton	Aye_____	No_____	Absent_____
Director Emery	Aye_____	No_____	Absent_____
Director Leen	Aye_____	No_____	Absent_____
Vote:	Aye_____	No_____	Absent_____

WHEREUPON, the Chair declared the foregoing Resolution adopted, and

SO ORDERED:

ATTEST:

William Norton, President

Maci Jerry, Clerk



Sonoma Valley Fire District
Board of Directors Meeting
 Agenda Item Summary
 March 8, 2022

Agenda Item No.	Staff Contact
10b	Steve Akre, Fire Chief

Agenda Item Title
 COVID-19 Pandemic Lump Sum Employee Pay

Recommended Actions
 Approve

Executive Summary
 Based on Board direction, staff has prepared this agenda item for COVID-19 Pandemic One-time Lump Sum Employee Pay for discussion and consideration by the Board. The one-time lump sum payments would be \$2000 for full-time employees and the District’s CQI/Paramedic Trainer and \$1000 for suppression volunteers. Staff has had SCERA review the payments and they have provided guidance on how to implement. The payments would be provided to any member (full-time or suppression volunteer) who was in a pay status between March 24, 2020 and February 20, 2022, and who were still employed and in good standing as of February 20, 2022. Staff has also met and conferred with Employee representatives and has developed side letters of agreements and MOU.

 Staff is pursuing the American Rescue Plan Act (ARPA) funding through Sonoma County to fund these payments.

Alternative Actions
 Propose alternatives or revisions before approval

Strategic Plan Alignment

Fiscal Summary – FY 21/22			
Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.	\$ 175,000	Fees/Other	\$
	\$	Use of Fund Balance	\$ 175,000
	\$	Contingencies	\$
	\$	Grants	\$
Total Expenditure	\$	Total Sources	\$

Narrative Explanation of Fiscal Impacts (if required)
 ARPA Funding is being pursued through the County of Sonoma. If this is not successful, staff will pursue funding through the Federal Government. Alternatively, the District has adequate reserve funds to cover the payments.

- Attachments**
1. Side Letters of Agreement for Union, Management, and General.
 2. Resolution 2021/2022-08

SIDE LETTER OF AGREEMENT
BETWEEN THE SONOMA VALLEY FIRE DISTRICT
AND
SONOMA VALLEY PROFESSIONAL FIREFIGHTERS ASSOCIATION
IAFF LOCAL 3593

Sonoma Valley Fire District (“District”) and the Sonoma Valley Professional Firefighters Association (“Association”) have met and conferred in good faith pursuant to the Meyers-Milias-Brown Act concerning their current Memorandum of Understanding (“MOU”) with the term of June 28, 2021 to June 30, 2022. The District and the Association have mutually agreed to the following change to the MOU Article 10, allowing a one-time lump sum payment in recognition of efforts during the COVID-19 Pandemic, of two thousand dollars (\$2000) to each full-time Employee. The payments will be provided to any member who was in a pay status between March 24, 2020 and February 20, 2022, and who were still employed and in good standing as of February 20, 2022. The District and Association therefore amend their current MOU pursuant to their authority to do so expressed in Article 4(3) of the current MOU as follows:

ARTICLE 10 SALARY

5. Allowing a one-time lump sum payment in recognition of efforts during the COVID-19 Pandemic, of two thousand dollars (\$2000) to each General Employee.

The one-time lump sum payment will be subject to all applicable federal, state and local tax payroll withholdings. The payments will not be included in wages for computations of overtime, premiums, benefits, or for any other purpose. The payments will be pensionable only for Plan A members who retire on or after March 8, 2022.

Sonoma Valley Fire District

Sonoma Professional Firefighters’
Association IAFF Local 3593

William Norton, President

Dustin Garcia, President

Date: _____

Date: _____

**SIDE LETTER OF AGREEMENT
BETWEEN THE SONOMA VALLEY FIRE DISTRICT
AND
MANAGEMENT AND ADMINISTRATIVE EMPLOYEES**

The Sonoma Valley Fire District (“District”) and the Management and Administrative Employees (“Administration”) have met and conferred in good faith pursuant to the Meyers-Milias-Brown Act concerning their current Agreement with the term of June 28, 2021 to June 30, 2022. The District and Administration have mutually agreed to the following change to their current Agreement Article 9, allowing a one-time lump sum payment in recognition of efforts during the COVID-19 Pandemic, of two thousand dollars (\$2000) to each full-time Administration Employee. The payments will be provided to any member (full-time) who was in a pay status between March 24, 2020 and February 20, 2022, and who were still employed and in good standing as of February 20, 2022. The District and Administration therefore amend their current Agreement as follows:

ARTICLE 9 SALARY

5. Allowing a one-time lump sum payment in recognition of efforts during the COVID-19 Pandemic, of two thousand dollars (\$2000) to each Administration Employee.

The one-time lump sum payment will be subject to all applicable federal, state and local tax payroll withholdings. The payments will not be included in wages for computations of overtime, premiums, benefits, or for any other purpose. The payments will be pensionable only for Plan A members who retire on or after March 8, 2022.

Sonoma Valley
Fire District

Management and Administrative
Employees

William Norton, President

Spencer Andreis

Date: _____

Date: _____

**SIDE LETTER OF AGREEMENT
BETWEEN THE SONOMA VALLEY FIRE DISTRICT
AND
GENERAL EMPLOYEE**

The Sonoma Valley Fire District (“District”) and the General Employee have met and conferred in good faith pursuant to the Meyers-Milias-Brown Act concerning their current agreement with the term of June 28, 2021 to June 30, 2022. The District and General Employee have mutually agreed to the following change to the Employment Agreement Article 8, allowing a one-time lump sum payment in recognition of efforts during the COVID-19 Pandemic, of two thousand dollars (\$2000) to each full-time General Employee. The payments will be provided to any member (full-time) who was in a pay status between March 24, 2020 and February 20, 2022, and who were still employed and in good standing as of February 20, 2022. The District and General Employee therefore amend their current agreement as follows:

ARTICLE 8 SALARY

5. Allowing a one-time lump sum payment in recognition of efforts during the COVID-19 Pandemic, of two thousand dollars (\$2000) to each General Employee.

The one-time lump sum payment will be subject to all applicable federal, state and local tax payroll withholdings. The payments will not be included in wages for computations of overtime, premiums, benefits, or for any other purpose. The payments will be pensionable only for Plan A members who retire on or after March 8, 2022.

Sonoma Valley
Fire District

General Employee

Stephen Akre, Fire Chief

Maci Jerry

Date: _____

Date: _____

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SONOMA VALLEY FIRE DISTRICT
APPROVING COVID-19 PANDEMIC ONE-TIME LUMP SUM PAY
USING AMERICAN RESCUE PLAN ACT FUNDS**

RESOLVED, by the Board of Directors (“the Board”) of the Sonoma Valley Fire District (“the District”), that:

WHEREAS, the federal American Rescue Plan Act (“ARPA”) was signed into law on March 11, 2021, and includes, among various provisions, the ability to use funds for special payments related to public employees providing essential services and providing services to the community during the COVID-19 pandemic; and

WHEREAS, based on prior Board direction, District staff has met and conferred with employee representatives and reached an agreement to provide one-time ARPA lump sum payments of \$2,000.00 for full-time employees and the District’s CQI/Paramedic Trainer, and \$1,000.00 for suppression volunteers, for any member who was in a pay status between March 24, 2020 and February 20, 2022, and who were still employed and in good standing as of February 20, 2022; and

WHEREAS, District staff is pursuing ARPA funding through Sonoma County to fund these one-time ARPA lump sum payments.

NOW, THEREFORE, as set forth in this Resolution, the Board of Directors of the Sonoma Valley Fire District hereby approves COVID-19 pandemic one-time lump sum pay using American Rescue Plan Act funds.

IN REGULAR SESSION, the foregoing resolution was introduced by Director _____, who moved its adoption, seconded by Director _____, and passed by the Board of Directors of the Sonoma Valley Fire Protection District this 8th day of March 2022, on regular roll call vote of the members of said Board:

President Norton	Aye _____	No _____	Absent _____
Vice President Atkinson	Aye _____	No _____	Absent _____
Treasurer Johnson	Aye _____	No _____	Absent _____
Director Brady	Aye _____	No _____	Absent _____
Director Brunton	Aye _____	No _____	Absent _____
Director Emery	Aye _____	No _____	Absent _____
Director Leen	Aye _____	No _____	Absent _____
Vote:	Aye _____	No _____	Absent _____

WHEREUPON, the Chair declared the foregoing Resolution adopted, and

SO ORDERED:

ATTEST:

William Norton, President

Maci Jerry, Clerk



Sonoma Valley Fire District
Board of Directors Meeting
 Agenda Item Summary
 March 8, 2022

Agenda Item No.	Staff Contact
10c	Steve Akre, Fire Chief

Agenda Item Title
 Approve Funding for purchase of new command vehicle

Recommended Actions
 Approve Funding

Executive Summary
 We are recommending that the District purchase a new 2022 Chevrolet Silverado 2500 HD Pickup from Silveria Chevrolet for utilization by the Training Officer. This vehicle is scheduled to be replaced in the 2022/23 fiscal year and the District has the allocated funds in our Capital Equipment Fund account. Due to the ongoing supply chain issues and lead time for receiving a new vehicle, we are asking the Board to approve this purchase early. If approved, we can then place the order for this vehicle now, and have an expected delivery date in late summer/early fall. The attached quote from Silveria Chevrolet is for \$53,083.60. We are asking for a total of \$75,000 in order to outfit the vehicle with radios, code 3 equipment and vehicle lettering/stripping. The existing vehicle will then be utilized as an overhead staff vehicle/utility, until the end of its serviceable life (approximately 10 more years). We are also asking to surplus a 2001 GMC Pickup with 150,000 miles on it and a value of under \$5,000.

Alternative Actions
 Decline to commit to contract process or suggest alternatives

Fiscal Summary – FY 21/22			
Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.	\$75,000.00	Fees/Other	\$
	\$	Use of Fund Balance	\$ 75,000.00
	\$	Contingencies	\$
		Grants	\$
Total Expenditure	\$75,000.00	Total Sources	\$75,000.00

Narrative Explanation of Fiscal Impacts (if required)
 We have adequate funds available to make this purchase from the Capital Equipment Fund.

Attachments
 1. Silveria Chevrolet Quote



Silveira Chevrolet Inc

Darron Kendall | 7079962141 | darron@silveiraautos.com

Vehicle: [Retail] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

Quote: Sonoma Valley Fire 030122

Quote Worksheet

	MSRP
Base Price	\$48,000.00
Dest Charge	\$1,695.00
Total Options	\$6,770.00
Subtotal	\$56,465.00
Bid Assistance	(\$7,800.00)
Subtotal Pre-Tax Adjustments	(\$7,800.00)
Less Customer Discount	\$0.00
Subtotal Discount	\$0.00
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In
	\$0.00
Taxable Price	\$48,665.00
Sales Tax	9.00% \$4,379.85
ESt CA DMV Tire & ETF	\$38.75
Subtotal Taxes	\$4,418.60
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$53,083.60

Dealer Signature / Date

Customer Signature / Date

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Data Version: 15885. Data Updated: Feb 27, 2022 4:55:00 AM PST.



Silveira Chevrolet Inc

Darron Kendall | 7079962141 | darron@silveiraautos.com

Vehicle: [Retail] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✓ Complete)

Quote: Sonoma Valley Fire 030122

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK20743	2022 Chevrolet Silverado 2500HD 4WD Crew Cab 159" LT	\$48,000.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS

CODE	DESCRIPTION	MSRP
YF5	Emissions, California state requirements	\$0.00

ENGINE

CODE	DESCRIPTION	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MYD	Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)	\$0.00

GVWR

CODE	DESCRIPTION	MSRP
JGF	GVWR, 10,650 lbs. (4831 kg) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20943 and (L8T) 6.6L V8 gas engine with 17" wheels.)	Inc.

AXLE

CODE	DESCRIPTION	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$0.00

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Vehicle: [Retail] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

Quote: Sonoma Valley Fire 030122

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1LT	LT Preferred Equipment Group includes standard equipment	\$0.00

WHEELS

CODE	DESCRIPTION	MSRP
PTW	Wheels, 18" (45.7 cm) High Gloss Black aluminum (Included and only available with (ANQ) Alaskan Snow Plow Special Edition, (WJP) Midnight Edition or (WEA) Z71 Sport Edition.)	Inc.

TIRES

CODE	DESCRIPTION	MSRP
QG3	Tires, LT275/70R18, mud-terrain, blackwall; NOTE: This tire has a reduction in conventional trailering capacity. See dealer for details (Included and only available with (ANQ) Alaskan Snow Plow Special Edition, (WJP) Midnight Edition or (WEA) Z71 Sport Edition. Not available with (C7A) GVWR or (PYT) wheels.)	Inc.

SPARE TIRE

CODE	DESCRIPTION	MSRP
ZYG	Tire, spare LT275/70R18 all-terrain, blackwall (Included with (ANQ) Alaskan Snow Plow Special Edition. Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires, (QG3) LT275/70R18 mud-terrain, blackwall tires or (QF9) LT275/65R20 all-terrain, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QF6) LT275/70R18E all-terrain, blackwall tires are ordered.)	Inc.

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (On Crew Cab and Double Cab models, included and only available with (PCL) Convenience Package. Standard on Regular Cab models.)	Inc.

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Silveira Chevrolet Inc

Darron Kendall | 7079962141 | darron@silveiraautos.com

Vehicle: [Retail] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✓ Complete)

Quote: Sonoma Valley Fire 030122

SEAT TRIM

CODE	DESCRIPTION	MSRP
H0U	Jet Black, Cloth seat trim	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)	\$0.00

OPTION DISCOUNT

CODE	DESCRIPTION	MSRP
—	Option/package discount (Requires (PDA) Texas Edition, (PDU) All Star Edition, (PDZ) Z71 Off-Road and Protection Package or (PCQ) Duramax and Appearance Package.) *DISCOUNT*	(\$500.00)

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Silveira Chevrolet Inc

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Vehicle: [Retail] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

Quote: Sonoma Valley Fire 030122

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
PCL	Convenience Package includes (CJ2) dual-zone automatic climate control, (A2X) 10-way power driver seat including power lumbar, (KA1) heated driver and passenger seats, (K13) heated steering wheel, (N37) manual tilt/telescoping steering column, (C49) rear-window defogger, (AVJ) Keyless Open and Start, (NP5) leather-wrapped steering wheel, (N06) steering column lock, (BTV) Remote Start, (UTJ) content theft alarm, (UF2) bed LED cargo area lighting, (T3U) LED fog lamps, (B1J) rear wheelhouse liners, (AZ3) front 40/20/40 split-bench with under-seat storage, (KPA) auxiliary power outlet and (USS) 2 charge-only USB ports for second row (Vehicles built prior to 11-15-2021 and on or after 2-21-2022 include heated driver and front outboard passenger seats. Certain vehicles built between 11-15-2021 and 2-20-2022 will be forced to include (00V) Not Equipped with Heated or Ventilated Front Seats, which removes heated front seats. Vehicles equipped with (00V) Not Equipped with Heated or Ventilated Front Seats will be eligible for later dealer retrofit to enable functionality, see dealer for details. Vehicles built prior to 12-6-2021 include heated steering wheel. Vehicles built on or after 12-6-2021 will be forced to include (00G) Not Equipped with Heated Steering Wheel, which removes the heated steering wheel. See dealer for details or the window label for the features on a specific vehicle. Not available with (B59) Remote Start Package.	Inc.
PDU	All Star Edition for Crew Cab and Double Cab models, includes (PCL) Convenience Package and (PQB) Safety Package (Not available with (PDA) Texas Edition or (ZW9) pickup bed delete.) *GROSS*	\$3,240.00
PQB	Safety Package includes (UD5) Front and Rear Park Assist, (UKC) Lane Change Alert with Side Blind Zone Alert and (UFG) Rear Cross Traffic Alert (Requires (PCL) Convenience Package and (DWI) trailer mirrors. Included with (PDU) All Star Edition or (PDA) Texas Edition. Not available with (ZW9) pickup bed delete. Vehicles built prior to 12-20-2021 include Front and Rear Park Assist. Certain vehicles built on or after 12-20-2021, will be forced to include (00Z) Not Equipped with Front and Rear Park Assist, which removes Front and Rear Park Assist. See dealer for details or the window label for the features on a specific vehicle.)	Inc.
WEA	Z71 Sport Edition includes body-color grille bar with "CHEVROLET", Black grille inserts with Z71 badge, Black skid plate, Black Silverado, trim level and tonnage badging, Black bowtie on horn pad, (DP6) painted mirror caps, Black hood vent surround, (VB5) painted front bumper, (VT5) painted rear bumper, (PTW) 18" high gloss Black aluminum wheels, (QG3) LT275/70R18, mud-terrain, blackwall tires, (CGN) Chevytec spray-on bedliner and (RVS) 4" Black assist steps, LPO (Requires Crew Cab model, (PDU) All Star Edition, (Z71) Z71 Off-Road Package and either (G7C) Red Hot, (GA0) Northsky Blue Metallic or (GAZ) Summit White and either (H0U) or (H0Y) Jet Black interior trim. (H0Y) Jet Black leather-appointed interior trim requires (PCM) Convenience II and (CXH) Leather Package. Includes high-intensity LED headlamps and (DWI) trailer mirrors. Door handles will be painted gloss Black. When ordered with (QK2) Multi-Flex tailgate, will include Black tailgate bowtie. (PTW) 18" high gloss Black aluminum wheels are upgradeable to (NZD) 20" high gloss Black painted wheels and (QF9) LT275/65R20 all-terrain, blackwall tires. (RVS) assist steps may be upgraded to (S6L) assist steps. Not available with (PDA) Texas Edition, (PDZ) Z71 Off-Road and Protection Package, (ANQ) Alaskan Snow Plow Special Edition, (WJP) Midnight Edition, (WBL) Z71 Chrome Sport Edition, (ZW9) pickup bed delete, any Chrome assist steps or any LPO wheels.)	\$3,495.00

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Data Version: 15885. Data Updated: Feb 27, 2022 4:55:00 AM PST.



Silveira Chevrolet Inc

Darron Kendall | 7079962141 | darron@silveiraautos.com

Vehicle: [Retail] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

Quote: Sonoma Valley Fire 030122

Z71	Z71 Off-Road Package includes (Z71) Off-Road suspension with off-road tuned twin tube Rancho shocks, (JHD) Hill Descent Control and (NZZ) skid plates (transfer case and oil pan) (Requires 4WD model. Includes (QXT) LT265/70R17 all-terrain, blackwall tires and molded in color Black grille with Z71 logo. Included with (PDZ) Z71 Off-Road and Protection Package. "4X4" decals on bed are replaced with "Z71" fender badge. Not available with (ZW9) pickup bed delete.)	\$325.00
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ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
—	Suspension, Off-Road includes twin-tube shocks (Included and only available with (Z71) Z71 Off-Road Package.)	Inc.
JHD	Hill Descent Control (Included and only available with (Z71) Z71 Off-Road Package.)	Inc.
K4B	Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr (Requires (L8T) 6.6L V8 gas engine and either (KW5) 220-amp alternator or (KHF) dual alternators. Not available with (KW7) 170-amp alternator.)	\$135.00
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep/Camper Package. Free flow on (L8T) 6.6L V8 gas engine.)	\$150.00
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.)	Inc.

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Silveira Chevrolet Inc

Darron Kendall | 7079962141 | darron@silveirautos.com

Vehicle: [Retail] 2022 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✓ Complete)

Quote: Sonoma Valley Fire 030122

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
—	Headlamps, LED reflector (high intensity) with LED signature curtain Daytime Running Lamps (Included and only available with (WJP) Midnight Edition, (WEA) Z71 Sport Edition, (WBL) Z71 Chrome Sport Edition.)	Inc.
B1J	Wheelhouse liners, rear (Included and only available with (PCL) Convenience Package.)	Inc.
CGN	Chevytec spray-on bedliner Black with Chevrolet logo (does not include spray-on liner on tailgate due to Black composite inner panel) (Included with (PDZ) Z71 Off-Road and Protection Package, (WJP) Midnight Edition, (WEA) Z71 Sport Edition, (WBL) Z71 Chrome Sport Edition, (CMT) Gooseneck/5th Wheel Package or (ANQ) Alaskan Snow Plow Special Edition. Not available with (ZW9) pickup bed delete. Not available with any Ship Thru EXCEPT (TCE), (TCH), (VSH) or (VTV).)	Inc.
DP6	Mirror caps, body-color (Included and only available with (WJP) Midnight Edition or (WEA) Z71 Sport Edition and will be painted high gloss Black.)	Inc.
DWI	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass lower convex mirrors, turn signal indicators, puddle lamps, perimeter lighting, auxiliary lighting, power folding/manual extending (extends 3.31" [84.25mm]) (Requires (PCL) Convenience Package or (ZL6) Advanced Trailering Package. Includes (DD8) auto-dimming rearview mirror. (DD8) auto-dimming mirror will be upgraded to (DRC) Partial video display rearview mirror when (UVO) Bed View Camera is ordered.)	Inc.
T3U	Fog lamps, front, LED (Included and only available with (PCL) Convenience Package.)	Inc.
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Included with (PCL) Convenience Package. Not available with (ZW9) pickup bed delete.)	Inc.
VB5	Bumper, front (Included and only available with (WJP) Midnight Edition, (WEA) Z71 Sport Edition or (WBL) Z71 Chrome Sport Edition. (WJP) Midnight Edition will be gloss Black. (WEA) Z71 Sport Edition and (WBL) Z71 Chrome Sport Edition will be body-color.)	Inc.
VT5	Bumper, rear (Included and only available with (WJP) Midnight Edition, (WEA) Z71 Sport Edition or (WBL) Z71 Chrome Sport Edition. (WJP) Midnight Edition will be gloss Black. (WEA) Z71 Sport Edition and (WBL) Z71 Chrome Sport Edition will be body-color.)	Inc.

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ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
00G	Not Equipped with Heated Steering Wheel see dealer for details, (Vehicles built on or after 12-6-2021 equipped with (PCL) Convenience Package will be forced to include (00G) Not Equipped with Heated Steering Wheel, which removes the heated steering wheel.) *CREDIT*	(\$25.00)
A2X	Seat adjuster, driver 10-way power including lumbar (Included and only available with (PCL) Convenience Package.)	Inc.
AVJ	Keyless Open and Start (Included and only available with (PCL) Convenience Package.)	Inc.
BTV	Remote vehicle starter system (Included and only available with (PCL) Convenience Package or (B59) Remote Start Package.)	Inc.
C49	Defogger, rear-window electric (Included with (PCL) Convenience Package or (B59) Remote Start Package.)	Inc.
CJ2	Air conditioning, dual-zone automatic climate control (Included and only available with (PCL) Convenience Package.)	Inc.
DD8	Mirror, inside rearview auto-dimming (Included and only available with (DWI) trailer mirrors. Not included when (UVO) Bed View Camera is ordered and is replaced by (DRC) Partial video display rearview mirror.)	Inc.
KA1	Seating, heated driver and front outboard passenger (Included and only available with (PCL) Convenience Package on vehicles built prior to 11-15-2021 and on or after 2-21-2022. Certain vehicles built between 11-15-2021 and 2-20-2022 will be forced to include (00V) Not Equipped with Heated or Ventilated Front Seats, which removes heated front seats. See dealer for details or the window label for the features on a specific vehicle. Feature will not function on certain models without later dealer retrofit, see dealer for details.)	Inc.
KI3	Steering wheel, heated (Included and only available with (PCL) Convenience Package on vehicles built prior to 12-6-2021. Vehicles built on or after 12-6-2021 will be forced to include (00G) Not Equipped with Heated Steering Wheel, which removes the heated steering wheel. See dealer for details or the window label for the features on a specific vehicle.)	Inc.
KPA	Power outlet, rear auxiliary, 12-volt (Included and only available with (PCL) Convenience Package.)	Inc.
N06	Steering column, lock control, electrical (Included and only available with (PCL) Convenience Package.)	Inc.
N37	Steering column, manual tilt and telescoping (Included and only available with (PCL) Convenience Package.)	Inc.
NP5	Steering wheel, leather-wrapped (Included and only available with (PCL) Convenience Package.)	Inc.
USS	USB ports, dual, charge-only (2nd row) (Included and only available with (PCL) Convenience Package.)	Inc.
UTJ	Theft-deterrent system, unauthorized entry (Included and only available with (PCL) Convenience Package.)	Inc.

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ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
00Z	Not Equipped with Front and Rear Park Assist see dealer for details, (Vehicles built prior to 12-20-2021 equipped with (PQB) Safety Package include Front and Rear Park Assist. Certain vehicles built on or after 12-20-2021, will be forced to include (00Z) Not Equipped with Front and Rear Park Assist, which removes Front and Rear Park Assist. See the window label for the features on a specific vehicle.) *CREDIT*	(\$50.00)
UD5	Front and Rear Park Assist, ultrasonic (Included and only available with (PQB) Safety Package. Vehicles built prior to 12-20-2021 equipped with (PQB) Safety Package include Front and Rear Park Assist. Certain vehicles built on or after 12-20-2021, will be forced to include (00Z) Not Equipped with Front and Rear Park Assist, which removes Front and Rear Park Assist. See dealer for details or the window label for the features on a specific vehicle.)	Inc.
UFG	Rear Cross Traffic Alert (Included and only available with (PQB) Safety Package.)	Inc.
UKC	Lane Change Alert with Side Blind Zone Alert (Included and only available with (PQB) Safety Package.)	Inc.

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	MSRP
RVS	LPO, Assist steps - 4" Black - round (dealer-installed) (Included with (WEA) Z71 Sport Edition or (WJP) Midnight Edition. Not available with any other assist steps.)	Inc.
Options Total		\$6,770.00

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