

**AGENDA  
BOARD OF SUPERVISORS  
SONOMA COUNTY  
575 ADMINISTRATION DRIVE, ROOM 102A  
SANTA ROSA, CA 95403**

**TUESDAY**

**DECEMBER 8, 2015**

**8:30 A.M.**

(The regular afternoon session commences at 2:00 p.m.)

Susan Gorin	First District	Veronica A. Ferguson	County Administrator
David Rabbitt	Second District	Bruce Goldstein	County Counsel
Shirlee Zane	Third District		
James Gore	Fourth District		
Efren Carrillo	Fifth District		

This is a simultaneous meeting of the Board of Supervisors of Sonoma County, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, the Board of Directors of the Northern Sonoma County Air Pollution Control District, the Sonoma County Public Finance Authority, and as the governing board of all special districts having business on the agenda to be heard this date. Each of the foregoing entities is a separate and distinct legal entity.

The Board welcomes you to attend its meetings which are regularly scheduled each Tuesday at 8:30 a.m. Your interest is encouraged and appreciated.

**AGENDAS AND MATERIALS:** Agendas and most supporting materials are available on the Board's website at <http://www.sonoma-county.org/board/>. Due to legal, copyright, privacy or policy considerations, not all materials are posted online. Materials that are not posted are available for public inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday, at 575 Administration Drive, Room 100A, Santa Rosa, CA.

**SUPPLEMENTAL MATERIALS:** Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the Board of Supervisors office at 575 Administration Drive, Room 100A, Santa Rosa, CA, during normal business hours.

**DISABLED ACCOMMODATION:** If you have a disability which requires an accommodation, an alternative format, or requires another person to assist you while attending this meeting, please contact the Clerk of the Board at (707) 565-2241 or [bos@sonoma-county.org](mailto:bos@sonoma-county.org) as soon as possible to ensure arrangements for accommodation.

**Public Transit Access to the County Administration Center:**

Sonoma County Transit: Rt. 20, 30, 44, 48, 60, 62

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

For transit information call (707) 576-RIDE or 1-800-345-RIDE or visit or <http://www.sctransit.com/>

**APPROVAL OF THE CONSENT CALENDAR**

The Consent Calendar includes routine financial and administrative actions that are usually approved by a single majority vote. There will be no discussion on these items prior to voting on the motion unless Board Members or the public request specific items be discussed and/or removed from the Consent Calendar.

**PUBLIC COMMENT**

Any member of the public desiring to address the Board on a matter on the agenda: Please walk to the podium and after receiving recognition from the Chair, please state your name and make your comments. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the subject under discussion. Each person is usually granted 3 minutes to speak; time limitations are at the discretion of the Chair. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda.

**8:30 A.M. CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**I. APPROVAL OF THE AGENDA**

(Items may be added or withdrawn from the agenda consistent with State law.)

1. Welcome Elsie Allen High School Advanced Placement Government Students to the Department and Agency Head Job Shadowing Day.

**II. BOARD MEMBER ANNOUNCEMENTS**

**III. CONSENT CALENDAR**

(Items 2 through 36)

**PRESENTATIONS/GOLD RESOLUTIONS**

(Items 2 through 4)

**PRESENTATIONS AT THE BOARD MEETING**

2. Adopt a Gold Resolution honoring the 2015 El Molino Football Team. (Fifth District)

**PRESENTATION AT A DIFFERENT DATE**

3. Adopt a Gold Resolution honoring the North Bay Leadership Council on the occasion of their 25<sup>th</sup> Anniversary. (Second District)
4. Adopt a Gold Resolution proclaiming December 10, 2015 as Human Rights Day in Sonoma County. (Human Resources)

**COMMUNITY DEVELOPMENT COMMISSION**

(Commissioners: Gorin, Rabbitt, Zane, Gore, Carrillo)

**AND**

**BOARD OF SUPERVISORS**

5. Homeless Outreach Services Team –  
Authorize the Executive Director of the Sonoma County Community Development Commission to execute the amendment to the agreement to provide \$231,650 to Catholic Charities of the Diocese of Santa Rosa to operate the Homeless Outreach Services Field Work Team and the Coordinated Intake Program from November 1, 2015 to June 30, 2016.

CONSENT CALENDAR (continued)

**SONOMA COUNTY WATER AGENCY**

(Directors: Gorin, Rabbitt, Zane, Gore, Carrillo)

6. Sonoma Valley Enhanced Groundwater Recharge Study -
  - (A) Authorize the General Manager to execute an agreement with GEI Consultants to provide groundwater monitoring well construction support for the amount of \$376,000, agreement terminates on June 30, 2017;
  - (B) Authorize the General Manager to execute an agreement with Valley of the Moon Water District to provide funding to the Water Agency for the amount of \$40,000 for Valley of the Moon Water District's portion of groundwater monitoring well construction costs, agreement terminates on June 30, 2017;
  - (C) Consistent with other agreements, Authorize the General Manager to terminate this agreement. (First District)
7. Authorize the Chair to execute an agreement with Crane & Equipment Regulatory Training & Services, LLC to provide crane and hoist inspection and certification services and employee safety training for the amount of \$96,000; agreement terminates on November 30, 2019.

**AUDITOR CONTROLLER-TREASURER TAX COLLECTOR**

8. Authorize the Auditor-Controller-Treasurer-Tax Collector to execute an agreement for parking citation processing services, handheld ticket writing hardware and hardware/software maintenance services with Phoenix Group Information Systems for the term of January 1, 2016 to December 31, 2020 in an amount not-to-exceed \$85,000 for the period.

**BOARD OF SUPERVISORS**

9. Approve Advertising Program grant awards and Authorize the County Administrator to execute a contract with the following entities for advertising and promotions activities for Fiscal Year 2015-16: Sonoma International Film Festival, \$3,000; Valley of the Moon Music Festival, \$1,500; Sonoma Valley Boys and Girls Club, \$2,500. (First District)
10. Approve Advertising Program grant award and Authorize the County Administrator to execute a contract with the following entity for advertising and promotions activities for Fiscal Year 2015-16: DeMeo Teen Club Inc., doing business as Chops Teen Club, \$1,000. (Third District)

**COUNTY ADMINISTRATOR**

11. Authorize the Chair to execute a five-year agreement ending on October 1, 2020 with the Sonoma County Fair and Exposition, Inc. to conduct the annual County Fair and manage the County fairgrounds.
12. Approve Fiscal Year 2015-16 Advertising Program Category F – Major County Events and Organizations grant awards, and Authorize the County Administrator to execute contracts for the following entities and amounts: Amgen Tour of California, \$50,000; Sonoma County Farm Trails, \$15,000.

CONSENT CALENDAR (continued)

13. Approve a Property Tax Exchange Agreement with the Sea Ranch Volunteer Fire Department as applicants for the formation of the North Sonoma Coast Fire Protection District in the event that such a district is formed in the northwest portion of Sonoma County.

**COUNTY ADMINISTRATOR/GENERAL SERVICES**

14. Accept staff recommendation for interim office space for the Independent Office of Law Enforcement Review and Outreach at 2300A County Center Drive, Suite A211.

**ECONOMIC DEVELOPMENT BOARD**

15. Authorize the Director to execute an agreement with Civic Analytics for preparation of the Comprehensive Economic Development Strategy for the Sonoma Mendocino Economic Development District in the amount not-to-exceed \$60,190.

**FIRE AND EMERGENCY SERVICES**

16. Adopt a 30 Day extension of the Resolution proclaiming a drought emergency in Sonoma County.

**GENERAL SERVICES**

17. Authorize the Chair to execute a change order to Contract #2766 with Pioneer Contractors, Inc. in the amount of \$91,682 with no change to the contract time to add a six foot wide, 1,980 foot long, Cross Grip Walkway continuously around the roof and recreation yard parapet perimeters at the Main Adult Detention Facility.

**HEALTH SERVICES**

18. First 5 Sonoma County Communications and Media Services Agreement -  
Authorize the Director to execute an agreement with The Lew Edwards Group for communications and media services from the effective executed date through June 30, 2017 in an amount not-to-exceed \$300,000.

**HUMAN RESOURCES**

**AND**

**AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT**

**COMMUNITY DEVELOPMENT COMMISSION**

**NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT**

**SONOMA COUNTY WATER AGENCY**

(Directors/Commissioners: Gorin, Rabbitt, Zane, Gore, Carrillo)

19. Authorize the Director of Human Resources to execute amendments to current agreements with Bickmore and Associates Inc., California Industrial Hygiene Services, Environmental and Occupational Risk Management, Ergo Concepts, Ergocation, Harris and Lee Environmental Services, Kathy Burwell Consulting, the Cohen Group, and SCS Engineers extending the term of each agreement an additional two years through December 31, 2017, and amending agreement amounts for a not-to-exceed total of \$480,000.



## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 13  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** December 8, 2015

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Administrator's Office

**Staff Name and Phone Number:**

Chris Thomas 565-2431

**Supervisory District(s):**

**Title:** Property Tax Exchange Agreement for North Sonoma Coast Fire Protection District

### **Recommended Actions:**

Approve a Property Tax Exchange Agreement with The Sea Ranch Volunteer Fire Department as Applicants for the formation of the North Sonoma Coast Fire Protection District in the event that such a district is formed in the northwest portion of Sonoma County.

### **Executive Summary:**

This item seeks approval of an agreement to provide for an orderly exchange and transfer of the portion of property tax revenues generated for fire protection purposes by certain properties in the northwest of the County from County Services Area (CSA) 40 to a new fire protection district if it is formed. The agreement is between the County and the applicants for the formation of the district, The Sea Ranch Volunteer Fire Department, a non-profit corporation. The proposal for district formation will be heard and decided upon by the Sonoma Local Agency Formation Commission (LAFCO) in accordance with state law and this agreement will facilitate the consideration of that proposal. The net property taxes involved are estimated to be about \$1.1 million annually the vast majority of which have been allocated to fire protection in the area served. The agreement also provides for the transfer or use of accumulated fund balance, equipment, and capital facilities historically used for fire protection purposes in the area by the County through County Fire and Emergency Services and CSA 40.

### **Background**

From time to time citizens of the county choose to pursue the formation of independent special districts in the county in order to provide for more direct local control in the delivery of various services.

The Sea Ranch Volunteer Fire Department is a non-profit organization that provides fire protection services under contract with the County Fire and Emergency Services in the portion of County Services Area 40 known as The Sea Ranch and nearby. The members of The Sea Ranch Volunteer Fire Department and many of the citizens that they serve as well as those in the nearby Annapolis area are interested in forming an independent district to exercise more local control in the provision of fire services. This effort was already underway by the time that the Board initiated the Countywide Fire Services Project and the Board directed that those projects already underway should not be delayed pending completion of the project. Since the Sea Ranch and neighboring area in the

northwest county is among the most remote in the county, local residents have long provided much of their own fire protection and, in fact, had a higher portion of their property taxes devoted to fire protection than other areas in the county since before Proposition 13. With the formation of County Service Area 40 that covers all the unincorporated county not in an independent fire district, the portion of property taxes for fire generated in The Sea Ranch have been devoted to fire protection in that area, primarily paying for the costs of an annual contract with CalFire and costs and assistance for the Sea Ranch Volunteer Fire Department. The amount generated for fire protection in the nearby properties in the Annapolis area also included in the proposed district is less than \$100,000 per year and has also been spent on the fire protection costs for the Annapolis Volunteer Fire Company which provides services to those properties.

The Board of Supervisors has often supported the process of district formation, which is ultimately approved or denied by the LAFCO, by providing funds for the various costs associated with the process. The Board did so in this case with a loan of up to \$34,800 for formation expenses in August of this year. At this writing, LAFCO intends to hold a hearing on the merits of the proposal at its December 9, 2015 meeting and may have additional procedural steps to complete after the hearing so the formation may involve a transition period for a portion of this fiscal year.

The property tax exchange agreement was developed by staff to ensure that fire protection related obligations associated with services for the properties in the proposed new district that would remain for the County after formation are met and the remaining property tax funds (including a fund balance of approximately \$277,000 that had accumulated from property tax revenues in the area in the past) transfer to the new district if formed. Since some fixed costs in County Services Area 40 that provide support for the whole fire protection program throughout the entire Counter Services Area 40 will not be reduced as a result of this new district formation but were funded in part by property taxes generated by the properties in the proposed district, there will likely be an impact of between \$200,000 and \$300,000 annually to the CSA 40 budget after the initial transition period in this fiscal year. The Fire Services Project started by the Board in 2014 has included these impacts in its considerations and recommendations that will address this impact are scheduled to be presented to the Board elsewhere on this agenda.

The property tax exchange agreement also includes exhibits that detail the equipment that has been used for fire protection services in the area that will transfer to the new district if formed and lay out a process for negotiating a lease agreement for the use of the Annapolis fire station situated on the County Annapolis road yard property. The lease agreement is to provide for use, at cost, for the facility since ownership for the facility cannot transfer to the new district.

<b>Prior Board Actions:</b>
District Formation Fund loan – August 18, 2015
<b>Strategic Plan Alignment</b> Goal 4: Civic Services and Engagement
Citizen exercise of potential for local control of the provision of services is a fundamental value in democratic government

Fiscal Summary - FY 15-16			
Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<p>The formation of the district may occur in this fiscal year but the exact timing is unknown. Since most of the net property tax revenues for fire protection from the area are either already transferred to a special fund each year for services in this area or will be covered by the provisions of the agreement addressing the transition period, it is difficult to estimate the specific amount of impact that might occur but it is anticipated that staff will be able to accommodate the impact within the current budget. In the event that budgetary adjustments are needed, they will be brought forward in the next available consolidated budget adjustment package.</p> <p>The annualized impact in the future is approximately \$1.1 million in reduced property tax revenues offset in part with anticipated new revenues as a result of the fire services project and in part by reduced expenditures associated with no longer providing fire protection services in the area if the district forms.</p>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Property Tax Exchange Agreement			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None.			

**PROPERTY TAX ALLOCATION AGREEMENT BETWEEN THE  
SEA RANCH VOLUNTEER FIRE DEPARTMENT,**

**AND THE COUNTY OF SONOMA  
UPON FORMATION OF A FIRE PROTECTION DISTRICT  
IN THE NORTHWESTERN PORTION OF SONOMA COUNTY**

This Property Tax Allocation Agreement ("Agreement") is entered into and effective \_\_\_\_\_, 2015 ("Effective Date"), between The Sea Ranch Volunteer Fire Department, a California Non-Profit Public Benefit Corporation ("Agency"), and the County of Sonoma (the "County"), with respect to the following Recitals, which are incorporated as a substantive part of this Agreement.

**RECITALS**

**WHEREAS**, Agency and the Annapolis Volunteer Fire Company, both working with the County's Fire and Emergency Services department are the primary providers of fire suppression, prevention, rescue, emergency medical services and hazardous material emergency response and other services relating to the protection of lives and property ("Fire Protection Services") within areas in the northwestern portion of the unincorporated area of the County which boundaries are reflected and included in Exhibit A, attached to and incorporated in this Agreement (the "Subject Territory"); and,

**WHEREAS**, Fire Protection Services for the Subject Territory which is located within County Services Area-40 ("CSA-40") are a part of the services provided under the authority of the Board of Supervisors; and,

**WHEREAS**, the Agency wishes to pursue formation of a local fire protection district (the "District") under provisions of the Fire Protection District Law of 1987 (Health & Safety Code Section 13800 *et seq.*, the "Act") and other applicable law in the Subject Territory; and,

**WHEREAS**, by application submitted on October 5, 2015, the Agency has applied to the Local Agency Formation Commission ("LAFCO") for reorganization of the Subject Territory including the formation of the District, detachment of the area served by the Agency from CSA-40, and formation of a sphere of influence for the District coterminous with the Subject Territory boundary; and,

**WHEREAS**, Agency and County believe the Subject Territory, under a well-coordinated fire service system with mutual and automatic aid agreements, can be well served by a District; and,

**WHEREAS**, a portion of property tax revenues allocated by law for fire protection has supported Fire Protection Services for Subject Territory, along with all of CSA-40; and,



**WHEREAS**, Agency and County are desirous of facilitating successful Fire Protection Services in the Subject Territory should the District be formed by entering into this Agreement relating to the real property tax revenue derived from the Subject Territory now allocated for fire protection to CSA-40; and

**WHEREAS**, this Agreement is intended to specifically implement the proposed reorganization for the Subject Territory only.

**NOW, THEREFORE**, the parties agree as follows:

### **AGREEMENT**

1. Effect of Recitals. The foregoing Recitals are incorporated in, and are a part of this Agreement.

2. Allocation and Payment of Property Taxes. Upon the effective date of formation of the District, the property tax revenues of the Subject Territory currently allocated to CSA-40 shall be transferred to the District, subject to the following:

a. The parties agree that the Sonoma County Auditor- Controller Treasurer-Tax Collector ("ACTTC") shall make any adjustments to the allocations of property tax revenue to the District required by all applicable state law, which may cause the amount the property tax revenue to be allocated to the District to be different from that previously allocated to CSA-40. These adjustments include, but are not limited to, applicable Educational Revenue Augmentation Fund calculations or allocations, or any changes to withholdings the ACTTC may apply to property tax administration or property tax appeals

b. The parties agree that transfer of such property tax revenues shall also be adjusted to pay for any costs that CSA-40 has incurred or will incur in the fiscal year during which the proposed District is formed. These costs shall include but are not limited to direct payments made by CSA-40 on behalf of the Subject Territory and a fair share of administrative costs. In the event that CSA-40 has entered into a future obligation for such costs, such as debt service, contracts, or purchase orders, County will engage best efforts to transition those costs to District; however, if payment must ultimately be made by County, District will directly reimburse County for its appropriate share.

c. The parties agree that any continuing obligations of CSA-40 in the form of direct payment for goods, services or capital items and any financing for those items borne in a fiscal year after the year of initial formation of the District shall be addressed by future agreement between County and District.

3. Apportionment of Other Financial Assets. On the effective date of the District formation, all other financial accounts of the County maintained for Fire Protection Services for the Subject Territory shall be apportioned and transferred to the District.

4. Transfer of Equipment and Apparatus. All equipment and apparatus owned by

County and used solely for the benefit of Fire Protection Services provided to the Subject Territory (and other areas through mutual or automatic aid agreements) as listed in Exhibit B attached to and incorporated into this Agreement shall also transfer in ownership at the earliest practical time to the District.

5. Capital Facilities. The District's use of any capital facilities owned by County and used solely for the benefit of Fire Protection Services provided to the Subject Territory (and other areas through mutual or automatic aid agreements) as listed in Exhibit C attached to and incorporated into this Agreement ("Facilities") shall be determined by separate agreements at the earliest practical time after the formation of the District. While ownership transfer is the preferred method, should such transfer not be feasible for a Facility, such agreement will require that District have continued use of the Facility as needed to support Fire Protection Services to the Subject Territory and shall bear a proportion of all costs associated with operations and maintenance of the Facility, including but not limited to insurance, utilities, and preventative and restorative maintenance, equal to the proportion of use of the Facility or requirement of costs in question. A lease agreement for the Annapolis facility will not include any expense to repay the capital expense of that facility.

6. Ownership of Equipment/Apparatus and Capital Facilities. The parties agree that any equipment, apparatus and capital facilities owned by County and regularly used in part for the benefit of Fire Protection Services provided to the Subject Territory before District formation shall be the subject of separate agreements to the extent mutually desired and the intent of such agreements is to provide use of such equipment and apparatus and capital facilities to the District consistent with comparable use by other agencies.

7. Accounting. The designated representatives of County and District shall have the right to audit any records and supporting documentation pertaining to the performance of this Agreement. County and District shall maintain such records for a minimum of four (4) years from the effective date of District formation and to allow access to such records during normal business hours.

8. Termination.

a. District Formation. This Agreement is contingent upon the final formation of District and is entered into with the understanding that the obligations herein agreed to by Agency on behalf of the proposed District shall transfer to such District as a condition of formation. Should the formation of District as contemplated above not occur, the parties agree that this Agreement shall be null and void and no transfers of revenues, equipment, apparatus or facilities will occur without a new agreement to do so.

b. Termination Due to Invalidity. Should any material portion of this Agreement be declared invalid or inoperative by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

c. Termination Due to Change in Law. Should substantial changes occur in the statutory scheme or successor statutory schemes (whether by legislative or judicial

action) governing this Agreement, including but not limited to the Government Code and Revenue and Taxation Code, which negate or frustrate the fundamental tenets of this Agreement, the parties may discuss a termination or amendment of this Agreement.

9. Remedies for Breach of Agreement. The parties may exercise any remedy available to them at law or in equity for a material breach by the other party, including specific performance, injunctive relief, and writ of mandate.

10. Modification/Amendment. This Agreement may be modified or amended only by a writing duly authorized and executed by the parties to this Agreement.

11. Enforcement. The Agency and County each acknowledge that this Agreement cannot bind or limit themselves or each other or their future governing bodies in the exercise of their discretionary legislative power except as the Agreement provides. However, each binds itself that it will insofar as is legally possible, fully carry out the intent and purposes hereof, if necessary, by administrative and ministerial action independent of that legislative power and that this Agreement may be enforced by injunction or mandate or other writ to the full extent allowed by law.

12. Integration. With respect to the subject matter hereof, this Agreement is intended to be an integrated agreement and supersedes any and all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever between the Agency and the County as to the subject matter of this Agreement.

13. Notice. All notices, requests, determinations or other correspondence required or allowed by law or this Agreement to be provided by the parties shall be in writing and shall be deemed given and received when delivered to the recipient by first-class mail (or an equal or better form of delivery including electronic mail) at the following addresses:

#### AGENCY

The Sea Ranch Volunteer Fire Department  
P.O. Box 65  
The Sea Ranch, CA 95497  
[board@tsrvfd.org](mailto:board@tsrvfd.org)

#### COUNTY

County of Sonoma  
County Administrator's Office  
575 Administration Drive, Suite 104A  
Santa Rosa, Ca 95403  
[Lois.hopkins@sonoma-county.org](mailto:Lois.hopkins@sonoma-county.org)

By giving notice, either party may change its address for these purposes.

14. Third Parties. This Agreement shall not be construed as or deemed an agreement for the benefit of any third party or parties.

15. Attorneys Fees and Costs. In any action to enforce the provisions of this Agreement or for breach of the Agreement, the prevailing party shall recover from the other party, in addition to any damages, injunctive or other relief, all costs reasonably incurred at, before and after trial or on appeal, including without limitation attorneys' and witness (expert and otherwise) fees, deposition costs, copying charges and other expenses.

16. Approval. The parties represent that this Agreement was approved by their respective governing boards at a properly noticed meeting.

17. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of California. Venue for actions and proceedings between the parties related to this Agreement shall be in the Northern District of California for any federal action and, unless otherwise agreed by the parties, in Sonoma County Superior Court for state actions.

18. Agreement Mutually Drafted. Each party has participated jointly in the drafting of this Agreement, which each party acknowledges is the result of negotiations between the parties, and the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. If an ambiguity or question of intent or interpretation arises, then this Agreement will accordingly be construed as drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party to this Agreement by virtue of the authorship of any of the provisions of this Agreement. The captions, headings and table of contents contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

19. Joint Defense. In the event of a third party challenge of any type to this Agreement, the parties agree to jointly defend the validity and implementation of the Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement in Sonoma County, California.

"AGENCY"

"COUNTY"

THE SEA RANCH VOLUNTEER FIRE  
DEPARTMENT, a California Non-Profit  
Public Benefit Corporation

COUNTY OF SONOMA

By \_\_\_\_\_

By \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
\_\_\_\_\_, Board Secretary

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
William D. Ross, Sea Ranch Counsel

Date: \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
\_\_\_\_\_, Clerk

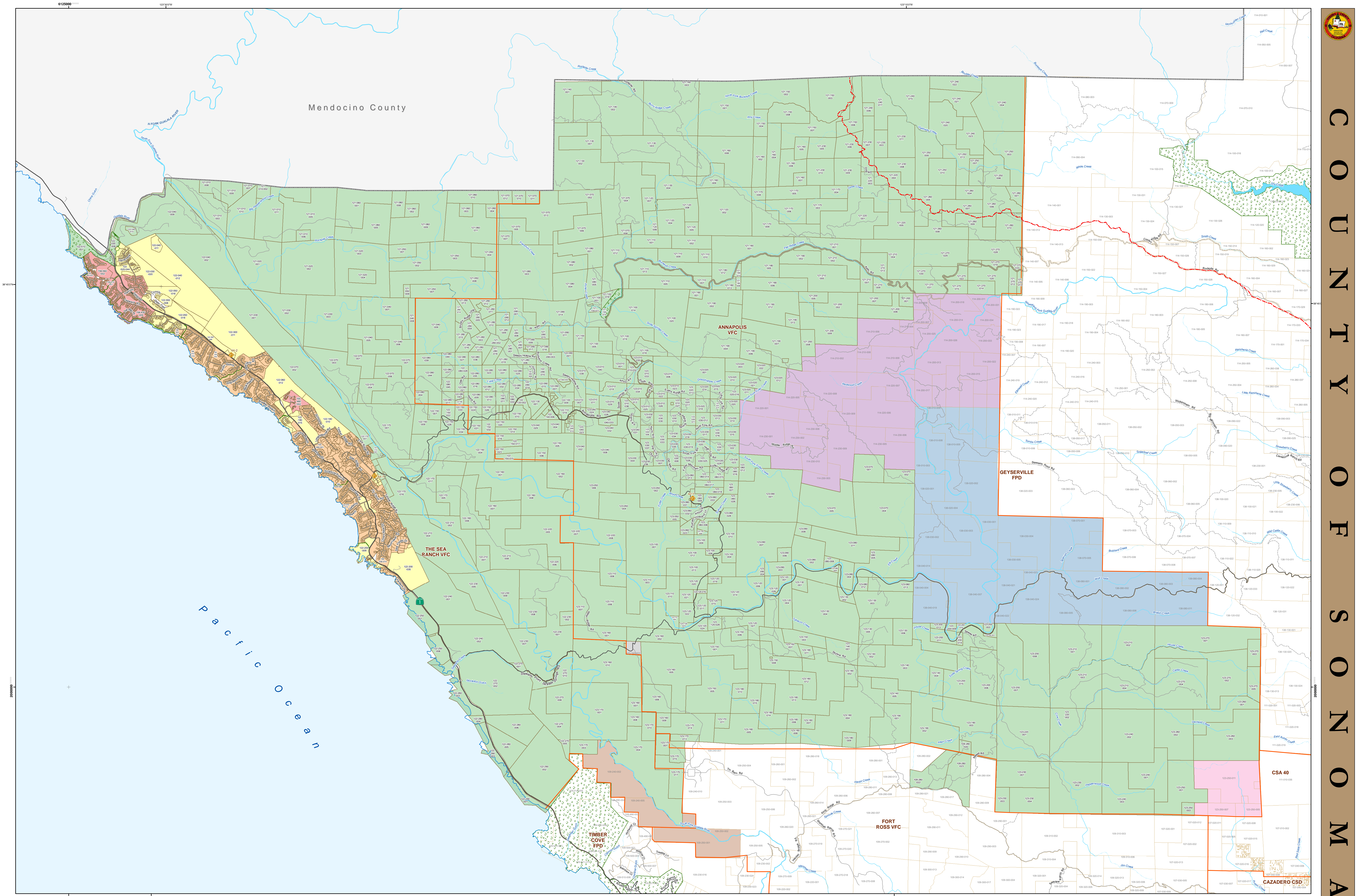
Date: \_\_\_\_\_

APPROVED AS TO FORM:

Lauren B. Walker, County Counsel

Date: \_\_\_\_\_





# Proposed North Sonoma Coast Fire Protection District

Map Produced by: County of Sonoma GIS Central  
2815 Pauline Dr. Santa Rosa CA 95403  
707.565.3819 or [gis@sonoma-county.org](mailto:gis@sonoma-county.org)  
Map Creation Date: 04/2/2015  
Map Revision Date: 10/07/2015 (change in legend text only)

- Fire Station
- CAL FIRE Fire Station
- Existing Fire Protection Districts
- Supervisory District Boundary
- Horicon Elementary School District Parcel
- Other School District Parcel

TRA - 065005	TRA - 100004
TRA - 083000 (Portion)	TRA - 100005
TRA - 087005	TRA - 100006
TRA - 100001	TRA - 146000 (Tribal)
TRA - 100003	

Colored area is proposed North Sonoma Coast Fire Protection District

1 0.5 0 1 2 Miles

1 0.5 0 1 2 Kilometers

1 inch equals 2,800 feet

**Author:** Fire and Emergency Services Consulting  
**Projection and Coordinate System:** California State Plane Coordinate System, Zone II, NAD 83, US survey feet, Lambert Conformal Conic  
Some data have been re-projected from other coordinate systems and may not reflect actual ground positions.  
**Document Source:** [\\wgafstest01\data\gis\projects\Public Requests\FESC\SeaRanch\SeaRanch\mmon.mxd](#)  
**Source:** Sonoma County GIS Central, Sonoma County Public Safety Consortium.

This map is provided as a visual display of County information. Reasonable effort has been made to ensure the accuracy of the map and data provided; nevertheless, some information may not be accurate. The positional accuracy of the data is approximate and not intended to represent map accuracy from a published record of survey. THE MAPS AND ASSOCIATED DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, either expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Do not make a business decision based on the data before validating your decision with the appropriate County agency or other government entity.



## EXHIBIT B

Sea Ranch / Annapolis Physical Assets (Equipment and Apparatus)		
Department	Item Description	Notes/Additional Details
Annapolis	Holmatro hydraulic rescue equipment	Three power units, cutter, spreader, combi tool, two rams
Annapolis	A-Frame Medal Building	Currently at Starcross, not in use at this time but could be utilized for storage of one vehicle, if improved.
Annapolis	Rescue 4321	VIN: 3FEKF38F6VMA01053
Annapolis	Tender 4296, 1987 International Water Tender	VIN: 1HTLDDCN4JH551781
Annapolis	Engine 4277, 1991 International Fire Engine #G384	Vin: 1HTSLNDM0MH309780 bought with a CDBG grant funds that has low income area restrictions
Annapolis	Structure PPE - (6 sets)	Includes helmet, hood, gloves, jacket, pants, boots
Annapolis	Wildland PPE- (6 sets)	Includes helmet, shroud, gloves, jacket, pants, boots, webgear, fire shelter
Annapolis	SCBA- (4 units)	MSA units with pass devices, high-pressure tanks and masks
Annapolis	Mobile Radio - (3)	
Annapolis	Pagers- (6)	
Annapolis	Portable Radios (Bendix-King HTs)- (7)	
Annapolis	AED (Cardiac Science) (1)	
Annapolis	Tables and Chairs at Annapolis Station	
Annapolis	Laptop and monitor	
Annapolis	Firefighting Tools and Equipment	Including but not limited to: hand tools, hose, nozzles, appliances, fire extinguishers, flashlights, saws, cribbing, ladders, drip torches.
Annapolis	Medical Tools and Equipment	Including but not limited to medical bags, O2 bottles, backboards, trauma supplies, blood pressure cuffs.
Sea Ranch	Bullard Thermal Imager T3	
Sea Ranch	Holmatro- Battery Powered Combi-tool	
Sea Ranch	Mako Air Compressor	Located at south station
Sea Ranch	Hose Tester	New tester purchased in 2015.
Sea Ranch	Eagle Gas Monitor	
Sea Ranch	E4485: 2009 Pierce Navistar Contender	VIN: 1HTMKAZR99H138172 Current lease/purchase completes in 2018.
Sea Ranch	E4483: 1990 Ford Pumper Triple Combination Fire Truck	VIN: 1FDYD80U7LVA01173
Sea Ranch	E4471: 2001 International Pierce Pumper	VIN: 1HTSDADR02H531637
Sea Ranch	4400: 1997 4x4 Utility Vehicle	Chief's rig VIN: 1FMFU18L7C08817
Sea Ranch	Utility 4444: 2002 Ford F150- Yz Ton Extended Cab Utility	Used to be U4454 (county renumbered in 2013) VIN: 2FTRX18W73CA67399
Sea Ranch	Rescue 4436: 1994 GMC 30 Utility	VIN: 1GDK6H1J4RJ507354 "Salvage" 4436, with all equipment, including but not limited to: 3 generators, portable lighting, hand tools, spare SCBA bottles, compressed air cascade system, hand tools, small tools, decontamination pool, stokes wheel, cribbing, highway warning signs, vacuum, assorted road cleanup tools, etc.
Sea Ranch	Rescue 4432: 2001 Ford F-550 4x4	VIN: IFDAF57F51ED62996 With all equipment, including but not limited to generator, rope/water rescue gear, medical equipment, stokes basket, air bags, Rescue 42 stabilization tools, fire extinguishers, small tools, saws, etc. Note: Holmatro hydraulic extrication tools on 4432 were purchased directly by TSRVFD, no transfer necessary.
Sea Ranch	Tools and equipment on fire engines and in fire stations	Including but not limited to: hand tools, small tools, hose, nozzles, appliances, adapters, fire extinguishers, flashlights, chainsaws, circular saws, cribbing, ladders, drip torches, salvage covers, chains, flares, fuzees, jacks, rubbish hooks, pike poles, drafting equipment, chainsaw bags.
Sea Ranch	Structure PPE- (16)	Includes helmet, hood, gloves, jacket, pants, boots
Sea Ranch	Wildland PPE - (16)	Includes helmet, shroud, gloves, jacket, pants, boots, webgear, fire shelter

Sea Ranch / Annapolis Physical Assets (Equipment and Apparatus)		
Department	Item Description	Notes/Additional Details
Sea Ranch	SCBA- (12 units) - MSA harness & pass device, high-pressure tank, mask	Also spare MSA air bottles, 16
Sea Ranch	Mobile Radios - (8)	One in each vehicle plus one at NFS.
Sea Ranch	Pagers - (16)	14 minitor V and 2 minitor VI
Sea Ranch	Port. Radio (Bendix-King HT's) (16)	
Sea Ranch	Zoll AED-Plus (5), Welch Allyn AED10 (1), MCL AED (1)	
Sea Ranch	Desktop computer (1), laptop computer (1)	Purchased via the Schedule A contract
Sea Ranch	Medical Equipment	BLS bags with O2 bottles and supplies in 7 vehicles; additional equipment including but not limited to: backboards, straps, gloves, restock for single-use items, etc.
Sea Ranch	Photo Copier/scanner	Located at South Station



# EXHIBIT C

Sea Ranch / Annapolis Physical Assets (Equipment and Apparatus)	
Facility	Address
Annapolis Fire Station	32700 Annapolis Road, Annapolis CA 95412