

RESOLUTION NO. 2011-21

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK
AUTHORIZING AND APPROVING AN AUTO AID AGREEMENT BY AND
BETWEEN THE CITY OF ROHNERT PARK AND RANCHO ADOBE FIRE
PROTECTION DISTRICT**

WHEREAS, on or about May 17, 1996, the City of Rohnert Park ("City") and Rancho Adobe Fire Protection District ("District") entered into that certain Automatic Aid Agreement for the purpose of emergency response enhancement for both parties. ("First Agreement");

WHEREAS, on or about January 22, 2002, City and District entered into that certain Auto Aid Agreement that superseded and replaced the First Agreement ("Second Agreement"); and

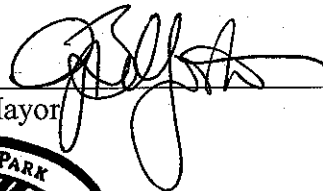
WHEREAS, City and District now desire to enter into a new Auto Aid Agreement to supersede and replace all previous agreements between the parties for the purpose of expanding automatic aid to additional areas within the City and District.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby approve the Agreement substantially in the same form attached hereto as Exhibit "A" with the Rancho Adobe Fire Protection District, and authorize the City Manager to execute same for and on behalf of the City of Rohnert Park.

BE IT FURTHER RESOLVED that the City Manager is directed to implement the terms and conditions of said Agreement.

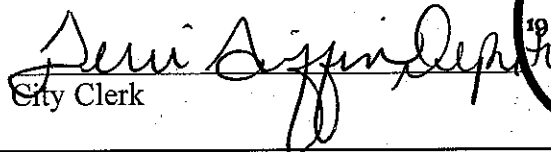
DULY AND REGULARLY ADOPTED by the City Council of the City of Rohnert Park this 8th day of March, 2011.

CITY OF ROHNERT PARK



Mayor

ATTEST:



City Clerk



AHANOTU: <u>AYE</u> CALLINAN: <u>AYE</u> MACKENZIE: <u>AYE</u> STAFFORD: <u>AYE</u> BELFORTE: <u>AYE</u> AYES: (5) NOES: (0) ABSENT: (0) ABSTAIN: (0)
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AUTO AID AGREEMENT BY AND BETWEEN THE CITY OF ROHNERT PARK AND RANCHO ADOBE FIRE PROTECTION DISTRICT

THIS AUTO AID AGREEMENT (“Agreement”) is entered into as of the 1st day of March, 2011, by and between the CITY OF ROHNERT PARK (“City”), and RANCHO ADOBE FIRE PROTECTION DISTRICT (“District”). City and District are collectively referred to herein as the “Parties.”

WHEREAS, on or about May 17, 1996, City and District entered into that certain Automatic Aid Agreement for the purpose of emergency fire response enhancement for both parties (“First Agreement”);

WHEREAS, on or about January 22, 2002, City and District entered into that certain Auto Aid Agreement that superseded and replaced the First Agreement (“Second Agreement”); and

WHEREAS, City and District now desire to enter into a new Auto Aid Agreement to supersede and replace all previous agreements between the parties for the purpose of expanding automatic aid to additional areas within the City and District.

AGREEMENT

NOW, THEREFORE, for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. City Response. The City’s Department of Public Safety (“Department”) shall provide District with the following appropriate and immediately available resources. As used throughout this Agreement, “appropriate and immediately available resources” means the type and quantity of equipment and personnel that must be provided (a) given the nature of each particular incident, and (b) as soon as possible given the assisting agency’s demands.

A. An engine with a minimum of two personnel on report of a structure fire, water flow alarm sounding, or vegetation fire at the following locations:

- (1) Addresses located on, or south of East Cotati Avenue, east of Highway 101 and north of Penngrove Avenue;
- (2) Addresses located on, or east of Snyder Lane;
- (3) Addresses within the District on or east of Petaluma Hill Road, to include locations on Sonoma Mountain that are accessed by Petaluma Hill Road between Adobe Road to the south and Snyder Lane to the north;

(4) Addresses located north of Highway 116 and east of Locust Avenue;

(5) Addresses located west of Snyder Lane, north of the City of Rohnert Park;

B. Upon the future establishment by City of twenty-four (24) hour fire ground commander coverage, one Battalion Chief if determined to be available by Department given City demands, in addition to the coverage outlined above, to all District locations described above.

C. An engine with extrication equipment and a minimum of two personnel on report of a vehicle collision at the following locations:

(1) Locations on East Cotati Avenue

(2) Locations on Snyder Lane

(3) Locations on Mountain View Avenue

(4) Locations on Petaluma Hill Road

(5) Locations on Highway 101 between Rohnert Park Expressway and the Highway 116 interchange

(6) Locations on Old Redwood Highway, north of East Railroad Avenue

(7) Locations on Railroad Avenue, east of Highway 101

(8) Locations on Mountain View Avenue

3. Joint City/District Response. On report of a call for medical aid at Sonoma State University or the Canon Manor Subdivision, City shall respond with appropriate and immediately available resources from Rohnert Park Fire Station 4. Simultaneously, District shall respond with appropriate and immediately available resources from either its Cotati or Penngrove Fire Station. If warranted, the first engine on scene will cancel the other responding engine by calling the appropriate dispatch center.

4. District Response. District shall provide City with the following appropriate and immediately available resources:

A. An engine with a minimum of two personnel and one Battalion Chief if determined to be available by District given District demands on report of a structure fire or water flow alarm sounding anywhere within the City's jurisdictional boundaries.

B. One Battalion Chief, if determined to be available by District given District demands, and full wild land response on report of a vegetation fire anywhere within or abutting the City's jurisdictional boundaries.

C. An engine with extrication equipment and a minimum of two personnel on report of vehicle collision to the following locations:

(1) Highway 101 within the Rohnert Park city limit and northward to the Santa Rosa Avenue interchange

(2) East Cotati Avenue within the city limits of Rohnert Park

5. Compensation.

A. For the services provided by District to City, City shall pay District a total of \$28,500 per year in two separate installments (“Payment”). The timing of such Payment installments shall be tied to the dates on which City receives its share of property tax revenues from the County of Sonoma. Payment shall be made within forty five (45) days following receipt by City of such tax revenues. Each year, Payment shall be modified in accordance with the Consumer Price Index for the San Francisco-Oakland-San Jose Area.

B. The first Payment installment shall commence in the tax year following the reorganization of services for parcels commonly known as the Southeast Specific Plan and more particularly described as APN 047-111-030. If District terminates this Agreement for any reason, City shall not be obligated to make any Payment after the effective date of such termination.

6. Joint City/District Obligations.

A. City and District shall establish a reliable, expeditious means of requesting “Automatic Aid” by their respective dispatch centers.

B. City and District shall establish a training program to address inter-agency operations to facilitate the provision and reception of “Automatic Aid.” In addition, a cooperative effort shall be made to assist in establishing, supporting, and maintaining minimum standard skills, such as those safety standards recommended by the National Fire Protection Agency (NFPA) and/or State Fire Marshall’s Office (SFM) for all established fire ground positions. This endeavor shall be addressed with more specificity in a separate Mutual Training Agreement, which the Parties intend to enter into within one year following execution of this Agreement.

C. City and District shall have the option to decline response to request for “Automatic Aid” due to current emergency operations or commitment to existing emergency situations. Further, this Agreement shall not take precedence over the responsibility of either agency to its own jurisdictions in the event of a major disaster.

D. City and District shall endeavor to release the other as early in the incident as possible.

7. Indemnity. District shall indemnify, defend and hold harmless City, its affiliates and their officers, employees, directors and agents from any and all claims, liabilities, costs, and

expenses that arise from or may be attributable to the errors, omissions or fault of District or arise from the performance of District's services under this Agreement.

City shall indemnify, defend and hold harmless District, its affiliates and their officers, employees, directors and agents from any and all claims, liabilities, costs, and expenses that arise from or may be attributable to the errors, omissions or fault of City or arise from the performance of City's services under this Agreement.

8. Assignment Prohibited. Neither City nor District may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation shall be void and of no effect.

9. Termination. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by either Party upon one-hundred and eighty (180) days' written notice; provided, however, that any such notice be received before December 31 of the year preceding termination to allow the respective agency to budget accordingly.

10. Merger; Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between City and District, and upon its execution, shall supersede any previous agreements, whether verbal or written, concerning the same subject matter. This Agreement may be amended or extended from time to time by written agreement of the Parties. The Parties agree to revisit this Agreement every five years, or at any time upon written notification from either party, to consider potential amendments.

11. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

12. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

13. Time of the Essence. Time is of the essence of this Agreement.

14. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth hereinbelow. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: Director of Public Safety
Department of Public Safety
500 City Center Drive
Rohnert Park, CA 94928

City Manager
City of Rohnert Park
130 Avram Ave
Rohnert Park, CA 94928

If to District: Fire Chief
Rancho Adobe Fire Protection District
1 E. Cotati Ave
Cotati, CA 94931

15. City Not Obligated to Third Parties. City shall not be obligated or liable for payment hereunder to any party other than District.

16. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

17. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

18. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

19. Venue. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Sonoma, California.

IN WITNESS WHEREOF, City and District have executed this Agreement as of the date first above written.

CITY OF ROHNERT PARK

RANCHO ADOBE FIRE PROTECTION DISTRICT

By: _____
Gabriel A. Gonzalez, City Manager

By: _____
Frank Treanor, Chief
Rancho Adobe Fire Protection District

Dated: _____

Dated: _____

Per Resolution No. 2011-21 adopted by the Rohnert Park City Council on March 8, 2011

ATTEST:

City Clerk

APPROVED AS TO FORM:

Michelle Marchetta Kenyon
City Attorney