

RESOLUTION NO. 2013-142

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING AN AGREEMENT WITH THE COUNTY OF SONOMA TO PROVIDE FIRE AND EMERGENCY MEDICAL SERVICES TO THE GRATON RESORT AND CASINO

WHEREAS, the Federated Indians of Graton Rancheria (the Tribe) have proceeded to plan, construct, and are preparing to open a casino operation located adjacent to the City on November 5, 2013; and,

WHEREAS, based upon the experience of similarly situated communities during the opening of a casino, the opening of the Graton casino is anticipated to impact fire and emergency medical calls for service at the casino site as well as within the City for an undetermined period of time; and,

WHEREAS, in order to ensure the optimal mitigation measures, in conjunction with the City and other external stakeholders a heightened level of fire and emergency medical service is desired, and is in keeping with the Incident Action Plan; and,

WHEREAS, to maintain the current level of service to the residents of the City, it is desirable to attain such additional staffing so as to keep the City's public safety professionals available to serve our residents; and,

WHEREAS, the County wishes to contract with the City of Rohnert Park and neighboring fire districts to provide fire and emergency medical services to the Graton casino as provided for in the Incident Action Plan;

WHEREAS, the cost for providing said services will be advanced by the County of Sonoma to Rohnert Park as outlined in the contract.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve the execution of a contract, in substantially similar form to the Agreement with the County of Sonoma, which is attached hereto and incorporated by this reference, subject to minor modification by the City Manager and City Attorney ("Agreement").

BE IT FURTHER RESOLVED that the Director of Public Safety is hereby authorized and directed to take all actions to effectuate the Agreement for and on behalf of the City of Rohnert Park, including execution, and if necessary, extension of the Agreement.

DULY AND REGULARLY ADOPTED by the City Council of the City of Rohnert Park this 8th day of October 2013.

CITY OF ROHNERT PARK

Pam Stafford
Pam Stafford, Mayor



ATTEST:

JoAnne Buergler
JoAnne Buergler, City Clerk

Attachment: Agreement

AHANOTU: AYE BELFORTE: AYE MACKENZIE: AYE CALLINAN: ABSENT STAFFORD: AYE
AYES: (4) NOES: (0) ABSENT: (1) ABSTAIN: (0)

AGREEMENT FOR PROFESIONAL FIRE AND EMERGENCY SERVICES

This Agreement for Professional Fire and Emergency Services ("Agreement"), dated as of October 8, 2013 ("Effective Date") is made and entered into by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), the City of Rohnert Park, a general law city in the State of California, Central Fire Authority of Sonoma County, and Rancho Adobe Fire Protection District (hereinafter "Agencies").

RECITALS

WHEREAS, Agencies are local governments within Sonoma County with the responsibility to provide fire and emergency services including first response for emergency medical services to citizens of Sonoma County and visitors to Sonoma County; and

WHEREAS, pursuant to the authority provided in Government Code section 8631 and 54980 *et seq.* and other laws, Agencies participate in a statewide mutual aid system with other agencies with similar responsibilities for the provision of such services; and

WHEREAS, a new casino and resort is expected to increase the need for such services in the areas served by Agencies, and the new casino and resort is anticipated to open to the public on November 5, 2013; and

WHEREAS, the increase in services related to the opening of the new casino and resort is expected to be required for a limited period of time; and

WHEREAS, County has entered into an intergovernmental mitigation agreement with the Federated Indians of Graton Rancheria, the owners of the new casino and resort, in order to mitigate the impacts of the casino and resort on such fire and emergency services, among others ("Intergovernmental Mitigation Agreement"); and

WHEREAS, County wishes to mitigate the increased need for such services, in part by providing additional resources to Agencies paid for by the funds provided under the Intergovernmental Mitigation Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

I. Scope of Services.

Agency shall perform Fire and Emergency Services as defined and required under the Incident Action Plan, which is attached hereto as Exhibit "A," and is incorporated herein by this reference. The Parties acknowledge that the Incident Action Plan may be modified subject to the parties governed by the Incident Action Plan (which include Rohnert Park Public Safety Department, Central Fire Authority of Sonoma County, Rancho Adobe Fire Protection District, and County of Sonoma Fire and Emergency Services

Department) meeting and conferring and reaching a majority decision.

Agencies shall cooperate with County and other agencies and private providers in accordance with the Incident Action Plan in the performance of all Fire and Emergency Services hereunder.

2. Payment.

Agencies shall be paid in accordance with the following terms, so long as the County retains sufficient funds pursuant to Section 2(a)(ii) of the Intergovernmental Mitigation Agreement:

The City of Rohnert Park shall be paid on an hourly rate for time and material/expense basis in accordance with the rates set by the Rohnert Park Fire Division Fee Schedule and related information, which is attached hereto as Exhibit "B" and incorporated by this reference. The Central Fire Authority of Sonoma County and Rancho Adobe Fire Protection District shall be paid on an hourly rate for time and material/expense basis in accordance with the rates set each year in the Agreement For Local Government Fire and Emergency Assistance to the State of California and Federal Fire Agencies, using the definitions and forms used with that agreement for documentation of work performed and payment therefore.

Agencies shall be advanced the estimate of costs for services for the Operational Period identified in the IAP. Such estimation shall be made jointly with each Agency and the County Director of Fire and Emergency Services or designee and Agencies shall provide such assistance as reasonably necessary to conduct the estimation.

Advanced funds in each Agency's possession that remain unused for the purposes of performing services required under the Incident Action Plan at the termination of this agreement shall be returned to the County within 30 days of the termination unless otherwise mutually agreed by Agency and County.

Agencies shall also cooperate with County in any required review of services performed and payments made under this contract including those of the County's annual audit and any review required under the terms of the Intergovernmental Mitigation Agreement between the County and the Federated Indians of Graton Rancheria which is providing mitigation payments for the services performed hereunder.

No other expenses are authorized except those required under the Incident Action Plan and shall not be reimbursed.

3. Term of Agreement.

The term of this Agreement shall be from October 8, 2013 to June 30, 2014 unless terminated earlier in accordance with the provisions of Section 4 below. This Agreement shall also terminate upon the expiration of funds available pursuant to Section 2(a)(ii) of the Intergovernmental Mitigation Agreement.

4. Termination.

Any Party shall have the right to terminate this Agreement by giving thirty (30) days written notice to the other Parties.

5. Waiver of Claims

Except as provided for in this Section and Section 2 (Payment) above, the Parties to this Agreement hereby

waive all claims between and/or against each other arising from the performance of this Agreement, including, but not limited to, claims for compensation for loss or damage to each other's property, and personal injury, including death, of employees, agents, and contractors, except that this waiver shall not apply to intentional torts.

With respect to loss or damage to equipment where the loss or damage is directly attributable to the services performed as required by the Incident Action Plan and not due to normal wear and tear or negligent or unlawful operation by Agency such loss or damage shall be eligible for compensation. The Parties agree to work in good faith to determine the appropriate amount and timeframe and method for such compensation and agree that insurance may provide such compensation if available.

6. Changes to the Agreement.

Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by the Parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the County Administrator and/or City Manager. The Board of Supervisors and/or City Council must authorize all other extra or changed work.

7. Assignment and Delegation.

No Party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

8. Notices.

All notices shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Chris Thomas County Administrator's Office 575 Administration Drive
Santa Rosa, CA 95403

TO: CITY: Darrin Jenkins, Assistant City Manager, 130 Avram Avenue, Rohnert Park,
CA 94928

TO: CENTRAL FIRE: Doug Williams, Fire Chief, 8200 Old Redwood Hwy Windsor, CA
95492

TO: RANCHO ADOBE: Frank Treanor, Fire Chief, 11000 Main Street, Penngrove, CA.

9. Miscellaneous Provisions.

The waiver by County or any Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a

manner that avoids any violation of statute, ordinance, regulation, or law. The Parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Agencies and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one Party in favor of another. Agencies and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

Wherever in this Agreement the consent or approval of one Party is required to an act of another party, such consent or approval shall not be unreasonably withheld or delayed.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

This writing 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, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by the Parties.

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

AGENCY: CITY OF ROHNERT PARK

By: _____

Name: _____

Title: _____

Date: _____

AGENCY: CENTRAL FIRE AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

AGENCY: RANCHO ADOBE FIRE PROTECTION DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

By: _____ Chair Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM FOR COUNTY:

By: _____ County Counsel

Date: _____

Exhibit B

The Parties acknowledge that the FS 59 fee for standby engine is a service fee for providing a fire engine staffed with a minimum of two personnel. The basis for the fee is calculated by multiplying the hourly base rate times two Public Safety Officers ($2 \times \$120.00 = \240.00 per hour). The fee is calculated at a minimum of 1 hour and then thereafter at the billable hourly rate of \$240.00. Each additional officer assigned to a fire engine will be billed at \$120.00 each.

Fire Captain - Contract OT Rate 120.00 an hour

Fire Engineer - Contract OT Rate 120.00 an hour

Firefighter - Contract OT Rate 120.00 an hour

Total for 12 hour coverage with 3 person crew at contract rate = \$4320.00

Total for 12 hour coverage with 2 person crew at contract rate (supplemented with patrol staffing for 3rd person, if needed) = \$2880.00