



Transition Action Plan for the Cordelia Fire Protection District For 2022 – 2023

January 4, 2023

Rev 4

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Executive Summary

Nationally, the fire service faces staffing challenges as there are more people retiring from the fire service than joining the fire service. The Cordelia Fire Protection District (CFPD) is no exception, especially given our unique staffing model employed in the early 2000's when we transitioned from a volunteer organization to a resident volunteer program.

Revenue for the district is derived from four primary sources – Property Tax, Measure I Special Tax, Developer Fees, and Fees for Services. The district is governed by a five-member elected board who receive no compensation or benefits. For the past three years, the CFPD Fire Chief has worked as a volunteer so we could afford to pay our three paid staff (2 firefighter paramedics, and 1 firefighter EMT) slightly higher wages, but still significantly lower than their counterparts at other agencies.

Over the past two months, our two firefighter paramedics have departed for their new paid career positions with CalFire and a neighboring city department, and as of January 4, 2023, our firefighter EMT concluded his final shift before moving on to his new paid career position with another neighboring city department and effectively eliminating the ability of the CFPD to provide any service coverage with its own staff and apparatus.

Early 2022, the CFPD Fire Chief identified these impending changes and engaged the Fairfield Fire Department (FFD) in discussion to gauge their level of interest for a contract for service. Concurrently, the Solano County Supervisors expressed an interest to help by putting an 1/8 cent sales tax measure on the November 2022 ballot. The measure did not pass and the CFPD moved forward with an interim contract for service agreement while a long-term contract is being reviewed, approved, and executed. The Memo Of Understanding (“MOU”) is for fire suppression and emergency services charged at an agreed per call rate of \$475.

The CFPD in concert with the FFD, will maintain a monthly analysis of all Cordelia specific calls to facilitate financial reconciliation as soon as the agreement is formalized. A main concern is the lack of an overarching plan to guide the district through this transition with set goals in mind. This plan addresses that need including the creation of a position that assists the Board of Directors (the “Board”) with its transition from an active fire district to one operating solely under a contract for service arrangement with another fire department. The position has a defined Scope of Work (SOW) and Period of Performance (the “POP”).

Detailed Assessment

In September 2022, the FFD, CFPD, LAFCO, and the City of Fairfield started discussions to craft and implement a written MOU. The MOU (Attachment B) formalizes the interim Contract for Services through June 2023, with a one-year available extension, during which a feasibility study will be performed in anticipation of a formal, long-term agreement for the CFPD to contract with FFD for all services except grant management and district administration which will remain the responsibility of the CFPD Board.

On October 4, 2022, CFPD Board members made a presentation at the annual Green Valley Landowners Association meeting. The Board members explained the situation, shared available options, and the plan it chose to engage the FFD to provide services in lieu of the CFPD as needed. The Board members provided an open assessment that this would become 100% coverage sometime in early 2023 for reasons mentioned above. General citizen response has been overwhelmingly positive.

At the November 2022 CFPD Board meeting it was discussed that despite significant efforts by several individuals to support both the MOU and long-term agreements for service coverage, there did not appear to be an

overarching plan linking all actions required to make the above transition from active fire District, to one with 100% contracted services.

This Transaction Action Plan (the “Plan”) aims to fill that void and by providing a living document to guide and coordinate the actions and goals of all parties. This Plan is designed to clearly communicate the district’s challenges, and to provide a clear-eyed view of the best path forward for the district for continuation of services to the citizens of the district. People that live in the district have a right to know that we understand “the problem” and have a plan to address these challenges to support the CFPD’s mission of providing for the safety and welfare of the public through the preservation of life, health, property, and the environment.

Plan Timeline

- Dec 2022: Short-term MOU between CFPD and Fairfield Fire Department for Contract for Services completed.
- Jan 2023: Position District Transition & Prevention Officer filled.
- Jan 2023: Completed transition from staffed fire district to a contract for services fire district.
- Jan 2023: Secure Station 31 for periods of no occupation with the addition of a monitored alarm system.
- Jan 2023: Develop a plan to maintain Station 29 as the long-term physical location of the CFPD, a small museum dedicated to the long history of the CFPD, the location for maintenance of records, a meeting place for the Board, and an office to conduct day to day business.
- Jan-Mar 2023: Investigate feasible projects for the CFPD to provide enhanced services to the district residents (e.g., local high-low alarm system to alert residents of an evacuation).
- Mar 2023: Secure Station 29 as the long-term physical location of the CFPD.
- Mar-Dec 2023: Implement projects for enhanced service to district.
- Feb-Dec 2023: Manage the wind down of the physical presence in the district including disposition of assets while providing prevention services until those too can be contracted out to the FFD long term.
- Jan-Jun 2023: Perform LE-100 inspections to complement those made in 2022.
- July 2023: Completion of long-term agreement between CFPD and Fairfield Fire Department for contract for services.

Background

1. What is the Cordelia Fire Protection District?

The CFPD is one of over 2,000 special districts in California. Special districts are limited purpose local governments, separate from cities and counties. Within their boundaries, special districts provide focused public services such as fire protection, sewers, water supply, electricity, parks, recreation, sanitation, cemeteries, and libraries. There are approximately 50 major types of special districts ranging from airport to fire to cemetery to water conservation districts. Nearly 85% of California’s special districts are single function districts, which provide only one service such as fire protection, or mosquito abatement. All districts operate under some sort of enabling legislation specific to their function. Fire districts operate under the Fire Protection District Law of 1987 found in the Health and Safety Code.

There are two forms of special district governance. About 2/3 of special districts are Independent Districts with independently elected boards whose directors serve for fixed terms. Most have five-member boards, but they vary with the size and nature of the district. The CFPD is an Independent District. The other 1/3 of special districts are Dependent Districts governed by a city council, the county board of supervisors, or by a

board appointed by the supervisors. Other than the CFPD, all of Solano County's other fire districts are Dependent Districts.

2. How is the Cordelia Fire Protection District funded?

Special districts generate revenue from several sources including property taxes, special assessments, and fees. Enterprise Districts run much like business enterprises and provide specific benefits to their customers. These districts are primarily funded by the fees that customers pay for services rendered such as airport, hospital, transit, water, etc. Non-enterprise Districts deliver services that provide general benefits to entire communities. These services, such as fire protection, flood control, and cemeteries do not lend themselves to fees. Non-enterprise districts rely primarily on property taxes for their revenues. As an Independent, Non-enterprise District, the CFPD derives most of its funding from these sources:

- a) Special Parcel Tax (Measure I) passed by resident voters in November 2002.
- b) Property Taxes
- c) Developer Fees
- d) Fees for Services, Interest Income, Misc. Revenue

Transition Actions

Actions consist of six main areas:

1. Creation of the position of District Transition & Prevention Officer (DTPO).
2. Completion of a long-term agreement with the FFD to provide all services for the district except for grant management and district administration.
3. Disposition of district assets by sale, donation and/or scrapping including the sale of Station 31.
4. Establishment of Station 29 as the long-term physical location of the CFPD for administrative activities as well as storage location for any remaining assets (e.g., District documentation, historic items, meeting area for Board).
5. Provision of interim fire prevention services (i.e., LE-100 inspections and follow up) until the district can finalize a long-term contract for service contract with another fire department that includes prevention services.
6. Administration of remaining district activities, including grants, and assets.

Each of the above activities has unique timelines, application of resources and goals. This Plan covers December 2022 through December 2023.

1. Creation of the Position of District Transition & Prevention Officer (DTPO)

After the last staff leaves the CFPD, many activities will need to be performed throughout 2023 to complete the transition from staffed district to a contract for services district. These include:

- 1.1 Disposition of district assets by sale, donation and/or scrapping.
- 1.2 Collaboration with Board members to assist in the preparation of Station 31 for sale.
- 1.3 Oversight of maintenance of District assets including apparatus to facilitate their sale during the POP along with recommendations to the Board for any necessary repairs.
- 1.4 Assisting the Board in offering interim fire prevention services until the district can finalize a long-term contract for service contract with another entity that includes prevention services.
- 1.5 Collaborate with the CFPD Executive Assistant to review FFD monthly incident call records to ensure the district is correctly and smoothly transitioning to contract for service.

- 1.6 Oversee active district grants during the POP and provide guidance to the Board for how they should be managed during the transition period.
- 1.7 Provide guidance to the district Executive Assistant to support any other transition activities.
- 1.8 Keep board Transition Sub-Committee informed of activity status through regular meetings and reporting as appropriate.

The best way to assist the Board with this transition is to create the new position of District Transition & Prevention (DTPO). This individual requires a unique set of skills and talents to perform this position well.

This position was filled at the monthly Board meeting on January 3, 2023. The DTPO reports to the new Board sub-committee for District Transition which consists of two Board members familiar with and engaged in the transition process. The district Executive Assistant will support the DTPO.

2. Completion of Long-Term Agreement with FFD

The feasibility study under way needs to be completed so a long-term agreement may be drafted, reviewed, negotiated, and signed by June 2023, current expiration of the MOU without the available extension. The agreement should contain provisions for:

- 2.1 Supply of medical, fire and incident emergency response services including FFD apparatus response and chief officer coverage within the CFPD.
- 2.2 Supply of prevention services with the focus on conducting LE-100 inspections and enforcement each year on at least 25% of the properties in the District. Enforcement will be through County agencies.

3. Disposition of District Assets

After the last staff leaves the district, assets, both apparatus and fixed, need to be dispositioned throughout 2023. Disposition is defined as sold, donated, or scrapped, wherever the greatest value can be realized for the district and the benefit of the community. Revenues from any sales return to the CFPD general fund. This will include, but not limited to:

- 3.1 Installation of a monitored burglar alarm system on Station 31.
- 3.2 Sale of apparatus at reasonable prices to facilitate their sale.
- 3.3 Sale of fixed assets such as station equipment, office items, shop equipment.
- 3.4 Trade of assets for in-kind services.
- 3.5 Donation of assets to other fire districts where sale may not be reasonable or value too low for consideration.
- 3.6 Offering items for free to the community where sale may not be feasible.
- 3.7 Scrap of material not worthy of sale or donation.
- 3.8 Sorting of administrative records for retention or secure destruction.
- 3.9 Maintenance of historic District items for display at Station 29 (see Action 4).
- 3.10 The preparation of Station 31 for sale once clear of assets.

Prior to any disposition, all assets, especially apparatus, need to be maintained, occasionally started, and inspected to ensure it is in top condition for sale. This may include visual inspection, securing repair services, and/or starting/driving items.

The DTPO and Board may secure services to maintain Stations 31 and 29 as required.

4. Establishment of Station 29 as the Districts Long-Term Physical Location

With the eventual sale of Station 31, the district will still need a location for administrative activities plus storage of any remaining assets and records, and the intended creation of a small historical museum. Station 29, at the old Falls School site, offers a unique location for these activities as it is already occupied by the District. The County purchased the property to ensure the district would have it available, and it lends itself well to the remaining activities.

An initial review of the station suggests it should be used in the following manner:

- 4.1 Main bays in the station used as a combination meeting area for the Board and display area for historic items, the “CFPD Museum”.
- 4.2 The side bay in the station used for record and small asset storage, and in the long term, the administrative office for the district.
- 4.3 The trailer repurposed as the short to mid-term offices for the DTPO and Executive Assistant.

To do the above, the station will require the following upgrades:

- a) Replacement of roof over station house.
- b) Replacement of rotted siding on station house.
- c) Repainting apparatus bay and trailer to achieve an appearance that blends in with the surrounding neighborhood.
- d) Update wiring as needed.
- e) Repair of doors to provide better weather protection.
- f) Installation of a monitored alarm system.
- g) Installation of portable heating and A/C in the main bays.

Revenues from sales of assets plus previously pledged donations of material and labor will cover the above one-time expenses. The district will need to work with the County to ensure that the land immediately under the station and trailer will remain available to the district should the old Falls School site be sold or repurposed.

An interesting project being investigated to support the residents of the District is the installation of a high-low alarm system for evacuations. This would be paid for through local fund raising and would be coordinated with the Solano County OES. Currently there is no local, audible alarm when an evacuation event occurs that relies on cell phone messages which may not be noticed off hours.

5. Provision of Interim Prevention Services During Transition

One of the responsibilities of the DTPO will be to conduct and oversee LE-100 inspections in the district during the 2023 transition period. These inspections will be conducted by the DTPO and trained volunteers such as used prior to the 2022 fire season. The CalFire LE-100 process will be followed. When violations are issued, the above resources will perform follow up inspections to ensure compliance. In the unlikely event violations are not addressed, the DTPO will refer them to the appropriate Solano County agency for follow up and enforcement. Enforcement is not the responsibility of the DTPO or CFPD. The goal will be to complete 300-400 LE-100 inspections prior to the 2023 fire season in the months of January through June.

6. Administration

As the District moves forward, there will remain many administrative tasks that need to be performed weekly, monthly, quarterly, and annually. Most of these will remain a responsibility of the Board and will not be part of any long-term agreement with FFD. They fall into two main categories: General Administration and Grant Management. Activities include, but are not limited to:

General Administration

- 6.1 Collection, review and processing of mail, email, and web communication.
- 6.2 Processing of Accounts Payable.
- 6.3 Reconciling monthly incident responses by FFD and processing monthly payments for service.
- 6.4 Preparation of information for Board meetings.
- 6.5 Oversight of property and assets.
- 6.6 Maintenance of district website and social media.

Grant Management

- 6.7 Oversight of any grants received by the district or managed by the district for other entities such as the Green Valley Fire Safe Council.
- 6.8 Processing of payment requests.
- 6.9 Purchasing of assets for grants.
- 6.10 Reporting required by grants.

What the District Will Look Like By End of 2023

In late 2023, the CFPD will look significantly different than today. As of the end of 2022 it featured:

- Paid staff and resident volunteers respond to incidents within the district, even if only part time.
- Volunteer Chief.
- Part time Executive Assistant.
- Five person elected Board of Director receiving no compensation or benefits.
- (2) stations occupied, full or part time.
- Resident firefighter training programs.
- Prevention services to district property owners.
- Management of Grants to or through the CFPD.

Once the main aspects of the Plan are completed, the district will feature:

- No employees.
- Five person elected Board of Director receiving no compensation or benefits.
- No incident response as all will be covered by the FFD.
- (1) District Transition & Prevention Officer position.
- Administrative services contributed to the district.
- Consolidation from two stations to Station 29 for administrative, meeting and storage functions.
- Station 31 will have been sold.
- Short to mid-term LE 100 prevention services to district residents.
- Management of Grants to or through the CFPD.

Long-term the District will feature:

- Five person elected Board of Director receiving no compensation or benefits.
- Administrative services contributed to the district.
- Station 29 is the sole physical location of the district for administrative, meeting and record and historic item storage functions.
- Management of grants to or through the CFPD.

Summary

The CFPD is 104 years old and through our department, we have trained, prepared, and successfully transitioned approximately 500 young men and women, many of whom have continued in full-time paid career positions in the fire service. The world of 2023 is vastly different than even 10 years ago. What worked in the past, may not work now. Labor availability is limited in a highly competitive market. Costs are increasing. Revenues are flat. History has dealt a poor hand to the district where revenues have not kept pace with labor and operational expenses with no viable options to overcome these constraints. Despite best efforts by many people, efforts to merge with other unincorporated districts, and a halfhearted effort to generate additional tax revenue for the unincorporated districts, the situation has proved too much for the CFPD to overcome. As such the CFPD has only two options available:

1. Cease operations and service to the property owners in the District. This was never a viable option as Solano County has made it very clear that it has no obligation to provide emergency services to the unincorporated areas of the County and no interest in starting. Whereas this option is legally possible, it is morally and ethically unacceptable.
2. Contract for services with another fire department to deliver exceptional emergency response services to District residents with firefighter paramedics and state of the art equipment.

Fortunately, FFD is a great collaborator and has stepped up to provide services. A short-term MOU was completed in December 2022, paving the way for completion of a long-term agreement to start in mid-2023 and continue thereafter.

The CFPD Board has the responsibility to create, develop and manage the best solution possible given the circumstances. The Board should consider it a win for District residents if it continues to provide comprehensive response services, regardless of the name on the door of the equipment that responds.

ATTACHMENT B

CITY OF FAIRFIELD

RESOLUTION NO. 2022-268

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING THE FIRE DEPARTMENT TO APPLY THROUGH SOLANO LAFCO FOR SHORT-TERM AND LONG-TERM CONTRACT FOR SERVICE AGREEMENTS WITH THE CORDELIA FIRE PROTECTION DISTRICT

WHEREAS, the Cordelia Fire Protection District (CFPD) is no longer able to provide 24/7 emergency response coverage and is facing a public health emergency; and

WHEREAS, under a short-term agreement, the Fire Department is willing and equipped to accommodate the CFPD's roughly 50 calls per month under a 'fee per call' model while maintaining service levels in its own jurisdiction; and

WHEREAS, the intent of the short-term agreement is to bridge the gap until a long-term solution is approved through Solano LAFCO; and

WHEREAS, in the spirit of collaboration and maintaining continuity of service for our neighbors within the CFPD, the Fire Department is seeking Council approval to apply through Solano LAFCO to enter short-term and long-term contracts for service with the CFPD under Government Code section 56133(c).

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City of Fairfield City Council hereby directs the Fire Department to apply through Solano LAFCO to enter short-term and long-term contracts for service with the CFPD.

Section 2. The city manager and fire chief are hereby authorized to do all things necessary and proper to implement this resolution and enter into a short-term agreement if granted approval by Solano LAFCO.

PASSED AND ADOPTED this 4th day of October, 2022, by the following vote:

AYES: MEMBERS: PRICE / BERTANI / MOY / PANDURO / TIMM / TONNESEN / VACCARO

NOES: MEMBERS: None

ABSENT: MEMBERS: None

ABSTAIN: MEMBERS: None

Nancy T. Price
MAYOR

ATTEST:

Karen L. Rees
CITY CLERK

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FAIRFIELD
AND THE CORDELIA FIRE PROTECTION DISTRICT FOR EXTENSION OF FIRE
PROTECTION SERVICES AND MEDICAL EMERGENCY RESPONSE SERVICES**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU" and/or "Agreement") is entered into and is effective August 1, 2022 (the "Effective Date") by and between the CITY OF FAIRFIELD (the "City") and the CORDELIA FIRE PROTECTION DISTRICT ("CFPD" or "District") (collectively, the "Parties") for services regarding fire protection provided by the CITY to the DISTRICT as set forth herein.

The parties hereby find and agree as follows:

1. The City is a general law city and was incorporated in 1903.
2. The Cordelia Fire Protection District is a Special District pursuant to California Government Code Title 6 and California Health and Safety Code Division 12 (aka Fire Protection District Law of 1987), and a separate legal entity.
3. The Parties desire to enter into an agreement for the provision of fire protection and medical emergency response services by the City to the District. The desired arrangement is limited to 9-1-1/emergency calls for service (fee per call), to include medical emergency first responder services, Fairfield Fire Department ("FFD") apparatus response and chief officer coverage. The Agreement will not include fire prevention, administration, or any other auxiliary functions of FFD.
4. On September 19, 2022, the City submitted a letter applying to Solano LAFCO for approval to enter a short-term contract for service with CFPD under Government Code section 56133(c) on the grounds that the CFPD is facing a public health and safety emergency.
5. On October 17, 2022, Solano LAFCO approved the City's application for a short-term arrangement to address CFPD's service emergency.
6. The CFPD has engaged Stone Municipal Group to conduct an independent fiscal analysis per Government Code Section 56134 to review the plan for services and assess how the costs of the existing service provider compare to the costs of services provided in service areas with similar populations and of similar geographic size that provide a similar level and range of services and make a reasonable determination of the costs expected to be borne by the public agency providing new or extended fire protection services.

NOW THEREFORE, the purpose and intent of this Memorandum of Understanding is to set forth the terms, conditions, requirements and procedures that shall govern and control the provision of services by the City to the CFPD as authorized by Government Code section 56133(c). The City and CFPD, in consideration of the mutual promises, covenants, terms and conditions set forth below, hereby agree as follows:

SECTION 1. TERM OF AGREEMENT

The Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until June 30, 2023. At any time prior to the expiration of the term of this Agreement, the Board Chairman for CFPD and City Manager of the City may, by mutual written agreement, extend this Agreement for an additional year.

SECTION 2. NO SEPARATE ENTITY CREATED

The Parties do not intend to create a separate public agency through this Agreement.

SECTION 3. EMPLOYEES OF EACH PARTY

The employees of each Party shall remain exclusively employees of the applicable Party ("Sole Employer"). Nothing in this Agreement is intended to change the employment relationship or to establish a joint employment or co-employment relationship. Each Party will continue to be responsible for all compensation and benefits provided to its employees. Each Party is responsible for the Workers' Compensation benefits of its own employees. Nothing in this Agreement shall be construed to alter the terms or conditions of employment for either agency's employees, including, but not limited to, employees' wages, hours, working conditions, benefits, membership in employee associations, and all rights and duties provided in accordance with each agency's respective personnel rules, memoranda of understanding, or department or agency policies, and all applicable laws.

Only the Sole Employer of an employee may reprimand, suspend, or take a disciplinary action whatsoever against such employee. Discipline may only be taken against the employee by the employee's Sole Employer regardless of the hours the employee may be assigned to the other Party ("Receiving Agency").

Retirement System and Benefits. The Agencies further represent and warrant that each of them are contracting agencies of the Public Employees' Retirement System established by Part 3 of Division 5 of Title 2 of the Government Code (Gov. Code §§ 20000 et seq.), established pursuant to the County Employees Retirement Law of 1937 (Gov. Code §§ 31450 et seq.), and will remain contracting agencies with such retirement systems throughout the term of the Agreement. The Agencies further warrant that none of Agency's employees that will be assigned to the other Agency.

SECTION 4. TERMS DEFINED

The "CFPD Board of Directors," "CFPD Board Chairman," "Fairfield City Manager" or "City Manager," and "Fairfield City Council" or "City Council" are those bodies or officials.

"City Fire Chief" refers to the City's Fire Chief as appointed by the Fairfield City Manager.

"City Fire Department" or "FFD" refers to the Fairfield Fire Department.

"Executive Management Team" refers to the City's Fire Chief and Deputy Fire Chiefs.

"CFPD" refers to the Cordelia Fire Protection District.

SECTION 5. SERVICES AND COMPENSATION TO BE RENDERED BY THIS MEMORANDUM OF UNDERSTANDING

City Fire Department will provide response services to CFPD as described in Appendix "A." Appendix A may be further amended by the CFPD Board and City Manager in writing to provide details regarding deliverables, performance standards, and any mutually agreed-upon deadlines. Such amendments may not alter the underlying terms of this Agreement.

SECTION 6. PERFORMANCE REVIEW

The City reserves the right at any time to review CFPD's performance under this Agreement and agrees to provide to CFPD with a summary of the results of its review. CFPD agrees to cooperate with any and all reasonable requests for information or documents related to any such review.

CFPD reserves the right at any time to review the City's performance under this agreement and agrees to provide to the City a summary of the results of its review. The City agrees to cooperate with any and all reasonable requests for information or documents related to any such review.

SECTION 7. HEALTH & SAFETY CONCERNS

If the City Manager, City Fire Chief, or City Council determines that any provisions of this Agreement are violated by CFPD in a manner that presents a possible or potential danger to the public health and safety, the Fairfield City Manager or City Fire Chief shall notify CFPD's Board Chairman of the alleged violation as soon as possible, verbally and in writing, with a copy of such notification sent to the Board Chairman of the CFPD Board of Directors.

If the CFPD Board Chairman or CFPD Board of Directors determines that any provisions of this Agreement are violated by the City in a manner that presents a possible or potential danger to the public health and safety, the CFPD Board Chairman shall notify the City Manager or City Fire Chief of the alleged violation as soon as possible, verbally and in writing, with a copy of such notification sent to the Mayor of the City of Fairfield.

Violations presenting an immediate danger to the public health and safety shall be corrected immediately by the responsible agency. The City or CFPD may act immediately to assist with the resolution of such violation and may take any reasonable actions necessary to cure such violation and preserve the health and safety of businesses and residents.

Violations that do not present an immediate danger shall be addressed in an expeditious manner. The City and CFPD may agree to a reasonable timeframe for resolution of the violation, which shall in no event exceed fourteen (14) days after CFPD's or the City's receipt of written notice. If CFPD or the City fail to correct a violation within the timeframe specified herein, the City or CFPD may take any necessary action to resolve the violation and preserve the health and safety of businesses and residents.

If either agency fails to correct a violation that is identified and noticed according to this section within the applicable timeframe, the complainant may, in its sole discretion, suspend this

Agreement until such violation(s) has/have been corrected. The decision of the complainant as to the existence of a contract violation and its decision to suspend the Agreement shall be final, but the recipient of the complaint shall be permitted to present its response either in writing or orally or both for consideration before the suspension of the Agreement.

A violation of the Agreement creating a possible or potential danger to the public health and safety as used in this Section 7 must be based upon the violation of a mandatory statutory duty by either Party.

Upon suspension of the Agreement, the Parties shall follow the dispute resolution procedures in Section 12 and shall meet to discuss resolution of the violations and the resumption of the Agreement or termination pursuant to Section 15. If the Parties are unable to successfully resolve a violation, either Party may terminate the Agreement pursuant to Section 15.

SECTION 8. AGREEMENT NOT FOR BENEFIT OF THIRD PARTIES

This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder as a third-party beneficiary, or for any other cause whatsoever.

SECTION 9. HOLD HARMLESS & INDEMNIFICATION

The City and CFPD each agree to defend, indemnify and hold harmless the other, and the other's officers, agents and employees, against any and all losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from or in any way connected with any third party claims alleging: (i) injury to or death of a person, including employees of City or CFPD; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; or (iv) strict liability imposed by any law or regulation; so long as such injury, violation, loss, or strict liability arises directly or indirectly from the Parties performance of this Agreement. Unless such loss, damage, injury, liability or claim is the result of the sole active negligence or willful misconduct of only one Party, the Parties shall apportion the between the City and CFPD in a reasonable manner based upon comparative fault.

SECTION 10. CONFLICT OF INTEREST

Both the City and CFPD disclose that they presently have no conflict of interest in, nor shall any conflict of interest be hereinafter acquired, in any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local or federal law. The City and CFPD further warrant that no officer or employee of theirs has influenced or participated in a decision to award this Agreement in a manner which would violate applicable law. In the event that any conflict of interest or violation of this section should nevertheless hereafter arise, the conflicted Party shall promptly notify the other of the existence of the conflict such that appropriate action may be undertaken immediately.

SECTION 11. ASSIGNMENT

CFPD shall not assign all or any portion of this Agreement without the prior written consent of the Fairfield City Manager.

SECTION 12. DISPUTE RESOLUTION PROCESS

Except as otherwise provided in Section 7 above, should any disagreement or dispute between the City and CFPD arise concerning interpretation, implementation and/or enforcement of any of the terms or subject matter of this Agreement, the Parties will attempt to resolve such dispute informally by a meeting with representatives of each Party, as defined in Section 23. If the Parties are unable to resolve the dispute informally, they may provide notice of default and terminate the Agreement pursuant to Sections 13 and 15.

SECTION 13. DEFAULT

Subject to any extensions of time by mutual consent of the Parties in writing, any failure of either Party to timely perform any material obligation of this Agreement, including CFPD's untimely payment of fees invoiced pursuant to the terms in Appendix A, shall constitute an event of default as to that Party, if (i) such defaulting Party does not cure such failure within thirty (30) days following receipt of written notice of default from the other Party, where such failure is of a nature that can be cured within such thirty (30) day period, or (ii) if such failure is not of a nature which can be cured within a thirty (30) day period, the allegedly defaulting Party does not, within said thirty (30) day period, commence substantial efforts to cure such failure or thereafter does not, within a reasonable period of time, prosecute to completion with diligence and continuity the curing of the failure. The time to cure may be extended in writing at the discretion of the Party giving notice. Any notice of default given hereunder shall be served on the other Party and shall specify in detail the nature of the failure(s) in performance which the noticing Party claims constitutes the event of default and the manner in which such default may be satisfactorily cured in accordance with the terms and conditions of this Agreement.

Nothing herein shall prevent the City or CFPD from acting immediately to address a health and safety concern as described in Section 7.

Failure of a Party to timely cure or commence and diligently prosecute to completion the cure of a material default of this Agreement shall entitle the non-defaulting Party to terminate this Agreement in accordance with the termination provisions set forth herein.

SECTION 14. EQUAL OPPORTUNITY & NON-DISCRIMINATION

While performing under this Agreement, the Parties and their respective employees shall comply with the equal opportunity, non-discrimination, and anti-harassment provisions of all applicable federal, state and local laws, statutes and ordinances. The Parties and their respective employees and agents shall not discriminate or harass on the basis of race, color, national origin, ancestry, religion or creed, sex (including pregnancy, childbirth, breastfeeding or related conditions), gender, gender identity or expression, sexual orientation, marital status, age, physical or mental disability, medical condition, genetic information, or military and veteran status, or any other

status protected by law, in any matters related to access to or provision of services or related to employment.

SECTION 15. TERMINATION

This Agreement may be terminated for any reason, including a health and safety concern pursuant to Section 7, or no reason by either Party prior to the end of its stated Term with 180 days written notice.

This Agreement may be terminated upon the Parties' entering into a long-term agreement for the provision of fire services to CFPD, No prior written notice shall be required by either Party if the reason for termination is based solely on the execution of a long-term agreement between the Parties, for the provision of fire services to CFPD,

This Agreement may be terminated with cause for default, after attempting to informally resolve the dispute pursuant to Section 12 and providing notice and a reasonable opportunity to cure the default pursuant to Section 13. Where a health and safety concern has been identified pursuant to Section 7, the Agreement may be suspended during the period leading up a termination.

SECTION 16. AMENDMENTS

This Agreement shall not be further amended or modified at any time and in any respect whatsoever except in writing and by both Parties hereto, except as set forth in Sections 1 and 5. The City and CFPD each agrees that it will make no claim at any time that this Agreement has been orally amended or modified, and each agrees that no oral waiver, amendment or modification shall be effective for any purpose.

SECTION 17. SEVERABILITY

Should any provision of this Agreement be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.

SECTION 18. GOVERNING LAW AND VENUE

This Agreement is made and entered into within the State of California, and shall in all respects be interpreted, enforced and governed under the laws of the State of California, with venue agreed to be within the County of Solano. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either the City or CFPD.

SECTION 19. PARTIES' REPRESENTATIONS

The City and CFPD each represent and acknowledge that, in executing this Agreement, they do not rely, and have not relied, upon any representation or statement made by any of their agents, representatives, as defined in Section 23, or attorneys with regard to the subject matter, basis or fact of this Agreement or otherwise.

SECTION 20. BINDING UPON SUCCESSORS

This Agreement shall be binding upon the parties and their administrators, representatives, as defined in Section 23, executors, successors and assigns, and shall inure to the benefit of the Parties, and each of them, and their administrators, representatives, as defined in Section 23, executors, successors and assigns.

SECTION 21. HEADINGS

The section headings and titles contained in this Agreement are for convenience and reference only and are not intended to define, limit, or describe the scope of any provision of this Agreement.

SECTION 22. CONSENT

Whenever any consent or approval is required by this Agreement, such consent or approval shall not be unreasonably withheld, conditioned, or delayed, except as otherwise specifically set forth herein.

SECTION 23. DESIGNATED REPRESENTATIVES

The Fairfield City Manager is the designated representative of the City and will administer this Agreement on its behalf. The CFPD Board Chairman is CFPD's designated representative. Changes in designated representatives shall occur by advance written notice to the other party.

SECTION 24. NOTICES

All notices and demands of any kind which either Party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the Parties to be served as follows:

If to the City:

City Manager
City of Fairfield
1000 Webster Street
Fairfield, CA 94533

If to CFPD:

Board Chairman
Cordelia Fire Protection District
2155 Cordelia Road
Fairfield, California 94534

Each Party shall provide the other with verbal and written notice of any change of address as soon as practicable. Notices given by personal delivery or acknowledged shall be effective immediately.

SECTION 25. APPENDICES

The following appendices to this Agreement are attached hereto and incorporated by reference as though fully set forth herein:

Appendix A SCOPE OF SERVICES

SECTION 26. EXECUTION IN COUNTERPARTS

This Agreement may be executed on behalf of the Parties in one or more counterparts, all of which collectively shall constitute one document and Agreement.

SECTION 27. EFFECTIVE DATE

The effective date of this Agreement is the date set forth in the first paragraph hereof, once this Agreement is fully executed by each of the parties' representatives, as defined in Section 24, set forth below.

IN WITNESS WHEREOF the parties hereto have entered into and executed this Agreement as follows:

Attest:



Clerk of the Board

Approved as to form:


City Attorney

CORDELIA FIRE PROTECTION
DISTRICT

By: 

Board Chairman

CITY OF FAIRFIELD
By: 

City Manager, City of Fairfield

APPENDIX A
SCOPE OF SERVICES

1. 9-1-1 / Emergency Calls for Service

The City will provide medical, fire and incident emergency responses services, including FFD apparatus response and chief officer coverage within the CFPD

The City will not provide services for prevention, administration (including grant or funding management), or any other auxiliary functions of the Fairfield Fire Department.

2. Interagency Compensation

CFPD will provide compensation to the City for each Call for Service at the rate of \$475.00 per call. The City will invoice CFPD on a monthly basis, and CFPD shall pay monthly invoices within thirty (30) days upon receipt of each payment invoice.