

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SOLANO  
AND THE MONTEZUMA FIRE PROTECTION DISTRICT, SUISUN FIRE PROTECTION  
DISTRICT AND THE VACAVILLE FIRE PROTECTION DISTRICT TO FUND A PILOT  
SEASONAL WILDFIRE PROGRAM IN ANTICIPATION OF FIRE DISTRICT  
REORGANIZATION**

**THIS MEMORANDUM OF UNDERSTANDING** (“MOU”) is made and entered into as of this 13th day of August, 2024, by and between the COUNTY OF SOLANO, a political subdivision of the State of California, hereinafter referred to as the “COUNTY,” the MONTEZUMA FIRE PROTECTION DISTRICT, hereinafter referred to as “MONTEZUMA”, the SUISUN FIRE PROTECTION DISTRICT, hereinafter referred to as “SUISUN”, and the VACAVILLE FIRE PROTECTION DISTRICT, hereinafter referred to as “VACAVILLE”. The COUNTY, MONTEZUMA, SUISUN, and VACAVILLE are collectively referred to herein as the “PARTIES”, and MONTEZUMA, SUISUN, and VACAVILLE are collectively referred to herein as the “DISTRICTS”.

This MOU is made by the PARTIES with reference to the following Recitals:

**RECITALS**

**WHEREAS**, each of the DISTRICTS are organized and exist under the State of California Fire Protection District Law of 1987 (Health and Safety Code §§ 13800-13806); and

**WHEREAS**, on April 10, 2024 the DISTRICTS adopted a MOU to work together to provide advisory support to the acting Vacaville Fire Chief while working collaboratively to study the feasibility of the reorganization of fire and emergency services (Exhibit D); and

**WHEREAS**, on June 22, 2021, the Solano County Board of Supervisors took action to support the operational needs of the DISTRICTS in anticipation of possible reorganization of the DISTRICTS (Exhibit E); and

**WHEREAS**, the twofold purpose of this MOU is to support the ongoing reorganization efforts of the fire protection districts while providing interim funding for seasonal wildfire protection during the reorganization process.

**NOW, THEREFORE**, the PARTIES agree to work collaboratively in accordance with the terms and conditions set forth herein.

**TERMS**

**1. MOU Duration.**

This MOU shall remain in effect until terminated by a PARTY in accordance with Section 5 below.

**2. DISTRICTS Responsibility.**

- a. DISTRICTS shall continue to work on an application for reorganization, including a plan for service and Board adopted resolutions, to be submitted to Solano Local Agency Formation Commission (LAFCO) by late 2024.
- b. Provide seasonal wildfire services as prescribed in Exhibit A.

Deliverables:

- Each District to pass a resolution of support for the reorganization by September 2024.
- Develop and submit Application of Reorganization, including a Plan of Service.
- Invoice County for pilot seasonal wildfire services.

**3. COUNTY Responsibility.**

COUNTY shall continue to participate in reorganization study group sessions being held with the Solano LAFCO, in conjunction with DISTRICTS, to continue efforts to explore a reorganization of districts.

Deliverables:

- Adopt a Resolution in support of the DISTRICTS' reorganization, as applicable.
- Reimburse DISTRICTS for pilot seasonal wildfire services in accordance with Exhibit B.

**4. Hold Harmless/Indemnification.**

- (a) In General. To the full extent permitted by law, DISTRICTS and COUNTY shall each defend, indemnify and hold harmless each other as well as their respective elected officials, officers, agents, volunteers, and employees from any claims, suits, proceedings, loss or liability, including reasonable attorneys' fees, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, contractors or subcontractors when performing any activities or obligations required of that party under this MOU. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this MOU. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege. In providing any defense under this Paragraph, the party obligated to provide such defense shall use counsel reasonably acceptable to the other party.
- (b) Employee Character and Fitness. DISTRICTS accept responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of DISTRICTS under this MOU. Notwithstanding anything to the contrary in this Paragraph, DISTRICTS shall defend, indemnify, and hold COUNTY and its elected officials, officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or DISTRICTS' actions in this regard.

**5. Termination.**

Any PARTY may terminate their involvement in this MOU by providing written notice to the other PARTIES thirty (30) days in advance.

**6. Disposition of and Payment for Work upon Termination.**

In the event of termination, all finished or unfinished documents and other materials, if any, at the option of COUNTY, become the property of COUNTY and DISTRICTS shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the

termination; except that DISTRICTS shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the MOU by DISTRICTS whether or not the MOU was terminated for convenience or cause, and COUNTY may withhold any payments not yet made to DISTRICTS for purpose of set off until such time as the exact amount of damages due to COUNTY from DISTRICTS is determined.

**7. No Waiver.**

The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

**8. Notices.**

All notices required or authorized by this MOU shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that PARTIES desire to give other PARTY or PARTIES shall be addressed as set forth below. PARTIES may change addresses by notifying the other PARTIES of the change of address. Any notice sent by mail in the manner prescribed by this Paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

**COUNTY**

County Administrator/Director of Emergency Services  
Solano County Administrator's Office  
675 Texas Street, Suite 6500  
Fairfield, CA 94533

**MONTEZUMA FIRE PROTECTION DISTRICT**

Board President  
Montezuma Fire Protection District  
21 North Fourth Street  
Rio Vista, CA 94571

**SUISUN FIRE PROTECTION DISTRICT**

Board President  
Suisun Fire Protection District  
445 Jackson Street  
Fairfield, CA 94533

**VACAVILLE FIRE PROTECION DISTRICT**

Board President  
Vacaville Fire Protection District  
420 Vine Street  
Vacaville, CA. 95688

**9. No Assignments or Subcontracts.**

DISTRICTS shall not assign any interest in this MOU or subcontract any of the services DISTRICTS are to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience,

expertise, and numbers to those provided by DISTRICTS, or to perform any of the remaining services required under this MOU within the same time frame required of DISTRICTS shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by its appropriate point of contact, depending on the nature of services to be rendered.

#### **10. Amendment/Modification.**

Except as specifically provided herein, this MOU may be modified or amended only in writing and with the prior written consent of all PARTIES. In particular, only COUNTY may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit A or B. Failure of DISTRICTS to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

#### **11. Interpretation; Venue.**

- (a) Interpretation. The headings used herein are for reference only. The terms of the MOU are set out in the text under the headings. This MOU shall be governed by the laws of the State of California.
- (b) Venue. This MOU is made in Solano County, California. The venue for any legal action in state court filed by either party to this MOU for the purpose of interpreting or enforcing any provision of this MOU shall be in the Superior Court of California, County of Solano.

#### **12. Counterparts.**

This MOU may be executed in counterparts, each of which shall be deemed an original, and all of which when affixed together shall constitute but one and the same instrument.

#### **13. Compliance with Laws.**

DISTRICTS shall observe and comply with all applicable federal, State and local laws, ordinances, and codes.

#### **14. Taxes.**

DISTRICTS agree to file all required withholdings documents on amounts paid pursuant to this MOU and, as between DISTRICTS and COUNTY, DISTRICTS shall be solely liable and responsible to make such withholdings including those for State and federal income and FICA taxes. DISTRICTS agree to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California because of DISTRICTS' failure to withhold, when due, all such taxes and obligations. If COUNTY is audited for compliance regarding any withholdings for applicable taxes or other similar amounts, DISTRICTS agree to furnish COUNTY with proof of payment of withholdings on those earnings.

#### **15. Access to Records/Retention.**

COUNTY, any federal, State or local grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of DISTRICTS which are directly pertinent to the subject matter of this MOU for the purpose of making

audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, DISTRICTS shall maintain all required records for at least five (5) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later. The County recognizes and agrees that nothing in this MOU creates any greater right of access to records of the Natural Resources Conservation Service (a potential subcontractor under this MOU) than may exist under laws applicable to records disclosure at the time of any future request for access.

**16. Authority to Contract.**

DISTRICTS and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform the activities under this MOU.

**17. Conflict of Interest.**

Covenant of No Undisclosed Conflict. The parties to the MOU acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. DISTRICTS hereby covenant that they presently have no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by DISTRICT of such conflict. DISTRICTS further warrant that they are unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this MOU other than interest resulting from employment as a COUNTY officer or employee. DISTRICTS agree that if such financial interest does exist at the inception of this MOU, COUNTY may terminate this MOU immediately upon giving written notice without further obligation by either party to the other under this MOU.

**18. Insurance Requirements.**

Districts shall maintain, at their cost and expense, the insurance required by Exhibit C to this Agreement, which is incorporated herein by this reference.

**19. Third Party Beneficiaries.**

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

**20. Severability.**

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

**21. Entirety of Contract; Termination of Prior Agreement.**

This MOU constitutes the entire agreement between the parties relating to the subject of this MOU and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof or any portion

thereof. It is the express intention of the parties by executing this MOU to terminate and replace henceforth as of the effective date of this MOU the Original MOU, as described in the Recitals hereto.

IN WITNESS WHEREOF, this MOU was executed by the parties as of the date first above written.

**MONTEZUMA FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

Print Name: \_\_\_\_\_  
Board of Directors

**SUISUN FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

Print Name: \_\_\_\_\_  
Board of Directors

**VACAVILLE FIRE PROTECTION DISTRICT**

By \_\_\_\_\_

Print Name: \_\_\_\_\_  
Board of Directors

**SOLANO COUNTY**

By \_\_\_\_\_

Bill Emlen  
County Administrator

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Counsel

## **Exhibit A Scope of Services**

### **1. Reorganization Effort**

The DISTRICTS shall continue to work in good faith on the current reorganization effort and in support of this, COUNTY shall provide onetime funding for a Pilot Seasonal Wildfire Program (Program) for the FY2024/25 season. Program will provide Extra Help seasonal staffing for one engine per District, to cover peak hours as determined by District, for fire calls (non-medical), seven days per week, beginning August 1, 2024 through November 30, 2024. COUNTY reserves the right to grant a possible extension upon recommendation of the Emergency Services Manager to the County Administrator if seasonal weather conditions deem this beneficial. Hours are to be determined by each District, based on peak call volume. Overtime is not reimbursable.

- DISTRICTS and COUNTY will continue to participate in reorganization study group sessions being held with LAFCO.
- DISTRICTS will work in good faith on an application for reorganization.
- DISTRICTS will pass Resolutions of Support of Reorganization by their respective Boards.
- DISTRICT will submit an Application of Reorganization.

### **2. Pilot Seasonal Wildfire Program**

Districts demonstrated interest and ability to staff for seasonal wildfire protection coverage to provide one staffed engine with a minimum of 2:0 coverage eight hours per day, at respective peak hours, aiming to provide paid coverage of stations seven days per week. COUNTY shall provide support for this Pilot Seasonal Wildfire Program and will continue to support the Program with continued good faith of DISTRICTS work toward reorganization.

### **3. Proposed Timelines**

- Reorganization Effort:
  - DISTRICTS shall pass Resolutions in Support of Reorganization by end of September 2024;
  - DISTRICTS shall be strongly encouraged to submit an Application of Reorganization to Solano LAFCO by winter 2024.
- Pilot Seasonal Wildfire Program: August 1, 2024 – November 30, 2024

**Exhibit B**  
**Schedule of Billable Rates**

**FY 2024/2025**

<b>POSITION</b>	<b>HOURLY RATE</b>
Seasonal Firefighter	\$20.46*

The total not to exceed amount approved for this program totals \$185,000 to be reimbursed retroactively for services beginning August 1, 2024, as follows:

For Pilot Seasonal Wildfire Program, DISTRICTS shall submit invoices monthly, for up to 3 firefighters per agency, 8-hours per day, 7 days per week. Reimbursement will be processed within 30 days. All documentation must be submitted via email to [OESDutyOfficer@SolanoCounty.com](mailto:OESDutyOfficer@SolanoCounty.com) no later than the third Friday of the month following service provision.

Required Documentation:

- Timecards.
- Proof of payment.
- 24-hour call data report for the month broken down by hour for all fire incidents (non-medical), including in county mutual aid responses.
- Unit times report for the month during the hours of paid staffing, must include time of dispatch to time secured. Reports must be provided by the agency RMS system, not from dispatch.

Funding of this Pilot Seasonal Wildfire Program is contingent upon continued progress on an application for reorganization. COUNTY may suspend its support to any and all DISTRICTS if they fail to work in good faith on this collective effort.

\*This rate is the total rate COUNTY will reimburse to DISTRICTS per hour for billed services in support of the FY2024/25 Pilot Seasonal Wildfire Program.



## Exhibit C

### Insurance

Coverage must be in limits no less than:

- |   |  |   |
|---|--|---|
| (1) General Liability:<br>(Including operations, products<br>and completed operations.) | <b>\$1,000,000 with<br/>excess liability<br/>coverage with<br/>limits to<br/>\$5,000,000</b> | per occurrence for bodily injury, personal<br>injury and property damage. If Commercial<br>General Liability insurance or other form with<br>a general aggregate limit is used, either the<br>general aggregate limit shall apply separately<br>to this project/location or the general<br>aggregate limit shall be twice the required<br>occurrence limit. |
| (2) Automobile Liability:   | <b>\$1,000,000</b>   | per accident for bodily injury and property<br>damage.  |
| (3) Workers' Compensation:  | As required by the   | State of California.  |
| (4) Employer's Liability:   | <b>\$1,000,000</b>   | per accident for bodily injury or disease.  |

**Exhibit D**

**District MOU**

**AGREEMENT BETWEEN THE MONTEZUMA FIRE PROTECTION DISTRICT, THE SUISUN FIRE PROTECTION DISTRICT AND THE VACAVILLE FIRE PROTECTION DISTRICT TO PROVIDE ADVISORY SUPPORT TO THE ACTING VACAVILLE FIRE CHIEF POSITION AND TO WORK COLLABORATIVELY TO STUDY THE FEASIBILITY OF THE REORGANIZATION OF FIRE AND EMERGENCY SERVICES**

THIS AGREEMENT ("Agreement") is entered into as of \_\_\_\_\_ by and between the Montezuma Fire Protection District ("Montezuma"), the Suisun Fire Protection District ("Suisun"), and the Vacaville Fire Protection District ("Vacaville"), to provide advisory support to the acting Vacaville Fire Chief and to establish the parameters for working collaboratively to study the feasibility of the reorganization and consolidation of fire and emergency services. Unless identified specifically, each District may be commonly referred to individually as "Party" or collectively as "Parties"

**RECITALS**

**WHEREAS**, each District is a fire district organized and established pursuant to the same enabling legislation, the Fire Protection District Law of 1987, Health & Safety Code section 13800, et seq.; and

**WHEREAS**, Vacaville currently does not have a permanent Fire Chief and desires to contract with Suisun and Montezuma to utilize the expertise of Suisun's and Montezuma's Fire Chiefs in an advisory capacity to the acting Vacaville Fire Chief on an interim basis while the feasibility study progress; and

**WHEREAS**, Suisun and Montezuma desire to assist Vacaville as the first step towards reorganization; and

**WHEREAS**, the Parties believe that the efficiency, effectiveness, and the economy of fire protection services to individuals within the affected territory of each District might be improved by the reorganization of the three (3) districts into one (1) entity; and

**WHEREAS**, the Parties recognize that each District operates differently from the other two which will require a concerted effort to study and analyze the feasibility of actual consolidation of fire and emergency services prior to initiating any reorganization application before the Solano Local Agency Formation Commission (LAFCO); and

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein set forth, it is agreed as follows:

**ARTICLE 1**  
**TERM AND RENEWAL**

1. Term. The term of this Agreement shall begin as of the last date written below and will continue until terminated pursuant to Article 5 below.

**ARTICLE 2**  
**SCOPE OF SERVICES**

- 2.1 **Level of Cooperation:** The Districts shall provide each other in a timely manner and pursuant to reasonable inquiry, all information necessary to identify common issues with the goal of identifying or formulating a possible plan of reorganization. Such initial service shall be done with existing District personnel. To the extent the Parties desire to jointly hire a third-party consultant to assist with this endeavor, the Parties agree to negotiate the costs of such services in an equitable manner.
- 2.2 **Advisory Services to Acting Vacaville Fire Chief:** As needed, Suisun and Montezuma Fire Chiefs will provide advisory services to the Acting Vacaville Fire Chief, who will remain, at all times, subject to the oversight and direction of the Vacaville Board.
- 2.3 **Rules and Regulations:** Each Fire Chief will apply the respective District's own Rules, Regulations, and Policies when operating in that jurisdiction. Where Policies may be absent, the respective Boards of Directors expect the Fire Chief to give direction according to industry and best practices standards. Each Fire Chief will follow the requirements of the Firefighters Procedural Bill of Rights in both jurisdictions and all other requirements under the law.
- 2.4 **Limitations upon Authority to Vacaville:** Notwithstanding anything to the contrary contained herein, Suisun and Montezuma agree that they shall not, without prior approval of the Vacaville Board of Directors or such officer or officers as the Board may designate, engage in any of the following on behalf of Vacaville:
- a. Borrow or obtain credit in any amount or execute any guarantee, except for items for sale by vendors in the ordinary course of the Fire Chief's operation;
  - b. Expend funds for capital equipment in excess of expenditures expressly budgeted and approved by the Board of Directors;
  - c. Sell or transfer capital assets; and
  - d. Execute or amend any lease of real or personal property.

**ARTICLE 3**  
**DISPUTE RESOLUTION**

- 3.1 In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or breach thereof, the parties agree to use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interest, attempt to reach just and equitable solutions satisfactory to all parties. If they do not reach such solutions within a period of sixty (60) days, either party may terminate this Agreement as provided for in Article 5 below.

- 3.2 If either party fails to cure default within the specified period, the other party may elect to cure the default and any expense incurred shall be payable by the defaulting party.
- 3.3 If either party serves the other with a notice of default and the other party fails to cure the default, the other party waives any further notice of termination of this Agreement.
- 3.4 If this Agreement is terminated because of default by either party, the other party shall be entitled to recover from the defaulting party all damages allowed by law.

**ARTICLE 4**  
**INDEMNIFICATION**

- 4.1 Each Party to this Agreement agrees to indemnify and hold harmless the other participating Parties, their boards, officers, and employees from any loss, claims, judgment, or liability, including costs and attorney fees, arising out of and to the extent caused by the negligent acts or omissions of the indemnifying Party under this Agreement.

**ARTICLE 5**  
**TERMINATION**

- 5.1 Unilateral Termination. Any Party may unilaterally terminate the Agreement by notice to the other Parties in writing at least thirty (30) days.
- 5.2 Termination Based on Mutual Agreement. This Agreement may be terminated at any time in accordance with Section 5.2. A time frame shorter than thirty (30) days may be mutually agreed upon. The Parties specifically agree that this Agreement will terminate upon final action by LAFCO and any successor agency formed as a result of such action.

**ARTICLE 6**  
**INSURANCE COVERAGE**

- 6.1 Each District shall provide and maintain, for the duration of the Agreement, either insurance in the form and amounts prescribed below or a statement that the party is self-insured up to the amount specified below:
  - a. Commercial General Liability insurance, occurrence form, with the limits of not less than \$1 million per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. The general aggregate limit shall be not less than \$5 million. The fire damage component of such insurance shall be not less than \$100,000.00.
  - b. Automobile Liability insurance, occurrence form, with a limit of not less

than \$1 million each occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

- c. Workers' Compensation insurance in at least the minimum statutory limits. With respect to Workers' Compensation coverage, the party employing the fire department employee will provide Workers' Compensation coverage for any injuries sustained in the normal course and scope of the employee's performance of services, as required by the state of California.

## **ARTICLE 7** **MISCELLANEOUS**

- 7.1 Force Majeure. No Party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, pandemic, sabotage, accident, illness, death, or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- 7.2 Non-assignability. This Agreement and the rights and duties hereunder may not be assigned by any Party without obtaining the prior written consent of the others, and the Parties expressly agree that any attempt to assign the rights of any party hereunder without such consent will be null and void. This Agreement is not intended to create any rights of a third-party beneficiary.
- 7.3 Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any action commenced about this Agreement must be filed in the Solano County Superior Court. The article and paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the articles and paragraphs or be considered in their interpretation. This Agreement may be executed in several counterparts, each of which shall be deemed an original.
- 7.4 Entire Agreement. This Agreement shall constitute the full and complete agreement between the parties hereto. This Agreement supersedes all prior negotiations, representations, or agreements, if any.
- 7.5 Amendments. This Agreement may be modified in writing and signed by both parties.
  - a. Any mutually agreed upon changes, including any increase or decrease in remuneration, shall be effective when incorporated in written amendments to this Agreement.
  - b. No verbal agreements or conversations prior to the execution of this Agreement or requested amendment shall affect or modify any of the items or conditions of this Agreement unless reduced to writing according

to the applicable provisions of this Agreement.

- 7.6 Invalidity of Provisions of this Agreement. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.
- 7.7 No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressed.
- 7.8 Negotiated Agreement. The provisions of this Agreement are the product of negotiation between the parties and shall not be construed as having been prepared by one party or another. The parties to this Agreement understand their right to seek independent counsel and advice regarding the terms of this Agreement prior to execution of this Agreement.
- 7.9 No Third-Party Beneficiary. This Agreement is only for the benefit of the parties as municipal or corporate entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or party shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.
- 7.10 Notices. All notices required or permitted by this Agreement shall be in writing and shall either be hand delivered, sent by telecopy or facsimile, sent by U.S. mail, certified mail, return receipt requested, postage prepaid, addressed as set forth on the signature page hereof. A notice shall be effective either when personally delivered, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

Notices shall be delivered to the following individuals on behalf of each party:

**Montezuma:**

Montezuma Fire Protection District  
21 North Fourth Street  
Rio Vista, CA 94571

**Suisun:**

Suisun Fire Protection District  
445 Jackson Street  
Fairfield, CA 94533

**Vacaville:**

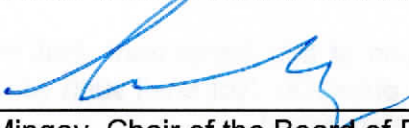
Vacaville Fire Protection District  
420 Vine Street  
Vacaville, CA. 95688

- 7.11 Authorized Signatures. Each party represents and warrants that the signatories to this Agreement are legally authorized to sign and enter into this Agreement on behalf of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**MONTEZUMA FIRE PROTECTION DISTRICT**

Date: March 28<sup>th</sup> 2024

By:   
Chris Mingay, Chair of the Board of Directors

**SUISUN FIRE PROTECTION DISTRICT**

Date: 4/10/2024

By:   
Lynn Lippstreu Chair of the Board of Directors

**VACAVILLE FIRE PROTECTION DISTRICT**

Date: MARCH 20, 2024

By:   
Chris Calvert, Chairman of the Board of Directors



## **RESOLUTION NO. 2021 - 147**

### **RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SOLANO CONSTITUTING THE COUNTY'S RESOLUTION OF APPLICATION TO THE LOCAL AGENCY FORMATION COMMISSION OF SOLANO COUNTY FOR THE REORGANIZATION OF THE CORDELIA AND VACAVILLE FIRE PROTECTION DISTRICTS, AND THE NORTHWEST PORTION OF THE SUISUN FIRE PROTECTION DISTRICT**

**WHEREAS**, the Board of Supervisors of the County of Solano desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (CKH), commencing with Section 56000 of the California Government Code (GC), with the Local Agency Formation Commission of the County of Solano ("Solano LAFCO") for the reorganization of the Parties as specified herein; and

**WHEREAS**, Solano County is an affected local agency, defined as "any local agency that contains, or would contain, or whose sphere of influence contains or would contain, any territory for which a change of organization is proposed or ordered, either singularly or as part of a reorganization" pursuant to GC Section 56014; and

**WHEREAS**, Solano County as an affected local agency and the Board of Supervisors as the affected local agency Governing Board, may submit a proposal for a reorganization of the Parties specified herein pursuant to GC Section 56654; and

**WHEREAS**, The Board of Supervisors and local Fire Protection district Boards have had to take action to address operational staffing, equipment, and financial issues and change the fire service delivery model including East Vallejo Fire Protection District in 1995 and Dixon Fire Protection District in 2011; and

**WHEREAS**, numerous Grand Jury reports contain recommendations for improved fire district services in the county with a common theme calling for a more unified and effective system for fire protection services including a reduction in fragmented services caused by multiple fire districts with sometimes limited coordination of efforts; and

**WHEREAS**, on August 12, 2019, the Solano County LAFCo authorized the consultant Citygate Associates, LLC to complete a special study of the Cordelia Fire Protection District (FPD), Montezuma FPD, Suisun FPD, and Vacaville FPD, pursuant to GC Section 56378 to address the following issues: 1) standards of coverage, 2) needs assessment/deployment assessment, 3) response mapping, 4) auto and mutual aid frequency, 5) staffing model options, 6) governance options, 7) NFPA 1720 compliance, and 8) revenue enhancements; and

**WHEREAS**, the Citygate report entitled "Fire Districts Deployment and Fiscal/Governance Options Analysis" adopted by Solano LAFCO on December 14, 2020, identified the following three challenges:

1. Revenue limits and the increased cost of fire services.
  - Rural district post-Proposition 13 tax rates are not designed for modern

fire services or the increased emergency medical services demands.

2. Maintaining volunteer and part-time fire services.
  - Volunteer firefighting recruitment and retention is a California-wide and national strain, if not an outright crisis.
  - Dramatically increased legally mandated training requirements.
3. Geography of the coverage area in Solano County.
  - The large size of the rural road network hinders the two significant aspects of service delivery: *speed* of response (distance) and *weight* (distance from which assistance must travel); and

**WHEREAS**, the 2019 Citygate report specifically identified the following eight (8) key findings:

1. "In Citygate's opinion, all four districts have barely the minimum number of personnel to provide response services from a staffed fire station 24 hours per day, seven days per week, and adequate command and quality control for training, safety, and fiscal responsibilities." (Finding # 5 – page 87)
2. "The Districts and nearby cities are not using the closest available unit response to emergencies. To not do so inappropriately delays response times." (Finding #10 – page 88)
3. "As separate entities, the Districts are very exposed to single points of failure if they were to lose a few career personnel or highly responsive volunteers. They lack "strength in numbers" to be resilient and have redundancy." (Finding #13 – page 88)
4. "Given the current wildfire and building fire environment, Districts must fix their fragile personnel counts and 24-hour-per-day, seven day-per-week, in-station staffing. Incidents cannot wait for a minimal force to respond from home or business." (Finding #14 – page 88)
5. "Montezuma, Suisun, and Vacaville FPDs are fiscally viable at the moment but cannot likely afford more in-station staffing." (Finding #32 – page 91)
6. "The fiscal crisis in Cordelia FPD and the limited staffing funds in all the Districts presents an opportunity for all four districts to thoughtfully consider merging to create a platform for sustainable fire services over the long term." (Finding #33 – page 91)
7. "The most viable governance alternative for successful implementation is a merged or consolidated FPD, with the goal of a future Countywide FPD." (Finding #38 – page 92)
8. "Any alternative service delivery or governance model should include supplemental taxing authority to ensure adequate long-term funding"; and

**WHEREAS**, in response to the challenges and findings, Citygate offered six recommendations, including the following three key recommendations:

1. "The Districts should merge their command and volunteer staffs to improve key personnel resiliency and redundancy. Merging will also improve the cost-effectiveness of headquarters services." (Recommendation #1 page 88)
2. "The Districts and LAFCO should immediately engage in a collaborative dialogue relative to the long-term future delivery of rural fire services in Solano County and the potential advantages of one or more forms of a merger." (Recommendation #5 – page 92)
3. "Include supplemental special taxing authority with any alternative fire service delivery and governance model to ensure long-term fiscal sustainability. (Recommendation #6 – page 92)

**WHEREAS**, the Solano County LAFCO formed a Fire Ad Hoc Committee to meet with the four fire districts to discuss sustainability issues, encourage cross-district discussion, issue identification/resolution, and develop a path forward to an effective and sustainable fire service plan, and

**WHEREAS**, effective July 1, 2021, the Cordelia FPD and Vacaville FPD have contracted to provide shared staffing services and the Boards have agreed to the concept of reorganization of the fire protection district which shall be renamed the Solano Fire Protection District ("Reorganized District"); and

**WHEREAS**, the reorganization of the Cordelia FPD and the Vacaville FPD would create a single fire district with a non-contiguous boundary; and

**WHEREAS**, recent significant fire events including the LNU Lightning Complex, Wragg Fire, and the Atlas Fire highlight the fire prone nature of the western areas of unincorporated Solano County and adjacent wildlands, rangelands, and the urban-interface areas, comprised of the boundaries of the of Cordelia, Suisun, and Vacaville FPDs; and

**WHEREAS**, the northwest area of the Suisun FPD is the missing and adjacent fire risk segment to that would create a contiguous fire protection district along the fire prone western area of Solano County; and

**WHEREAS**, the reorganization of the Cordelia, Vacaville, and northwest portion of the Suisun FPD will form a district with a contiguous and logical boundary; and

**WHEREAS**, the reorganization of two or more fire protection districts create governance efficiencies through centralized leadership; and

**WHEREAS**, discussions remain ongoing with the Suisun FPD for a reorganization consisting of its service area and boundary; and

**WHEREAS**, Solano County finds the reorganization of fire protection districts is categorically exempt from CEQA, qualifying as a Class 20 Exemption pursuant to GC section 15320; and

**WHEREAS**, the County of Solano Board of Supervisors requests LAFCO review and consider its Application of Resolution for the reorganization of the Cordelia FPD, the Vacaville FPD, and the northwest portion of the Suisun FPD, and complete all necessary steps required of this process.

NOW, THEREFORE, BE IT RESOLVED that Solano County hereby:

APPROVES THE RESOLUTION OF APPLICATION

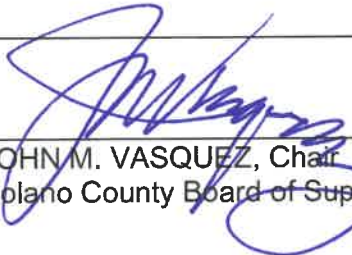
Approved and adopted the 22nd day of June 2021

I, the undersigned, hereby certify that the foregoing Resolution Number 2021-147 was duly adopted by the Board of Supervisors following a roll call vote:

AYES: SUPERVISORS Hannigan, Brown, Spring, Mashburn, and Chair Vasquez

NOES: SUPERVISORS None

EXCUSED: SUPERVISORS None

  
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JOHN M. VASQUEZ, Chair  
Solano County Board of Supervisors

ATTEST:  
BIRGITTA E. CORSELLO, Clerk  
Solano County Board of Supervisors

By:   
Alicia Draves, Chief Deputy Clerk