

NAPA COUNTY AGREEMENT NO. 8714
BETWEEN THE SONOMA VALLEY FIRE DISTRICT AND THE NAPA COUNTY FIRE DEPARTMENT FOR AUTOMATIC AID

THIS AGREEMENT is by and between **Sonoma Valley Fire District (SVFD)** and Napa County, by and through the **Napa County Fire Department (NCFD)**, collectively referred to as the “Parties” and individually as “Party,” and is made effective **upon execution by both Parties.**

OPERATIONAL PLAN

The intent of this Operational Plan is to ensure organized response of resources to **structure fires and vegetation fires** within the Parties’ agreed automatic aid areas. It is classified as an **Automatic Aid Agreement** and does not preclude either Party from using the Mutual Aid System to request additional resources beyond those listed, nor does it render either Party incapable of meeting its commitments within its own jurisdiction.

AUTO AID GEOGRAPHICAL AREA

- **SVFD side: Districts 8 & 9 (Mayacamas)** in Sonoma Valley Fire District, including **Mayacamas and Dry Creek Lokoya**, with a shared jurisdictional boundary along **Dry Creek/Trinity Road**.
- **NCFD side: Napa County Fire response zones N1, N2, FS_16, and FS_16S.**
- **Stations: Dry Creek Station #16 and Yountville Station #12 (NCFD)** lie east of the SVFD boundary and, when staffed, can provide rapid response into SVFD Districts 8 & 9; conversely, SVFD can rapidly respond into NCFD zones listed above.

RECITALS

- The Parties provide fire suppression, rescue, and emergency medical services within their respective jurisdictions.
- The Parties desire to provide the most expeditious response to render fire suppression and emergency assistance to the public.
- The Parties desire to provide each other with **reasonable and reciprocal automatic aid** with the intent to take **initial action** within the defined geographic area.

AGREEMENT

1. General. The Parties agree to provide emergency services under arrangements determined by each Party’s Fire Chief (or designee). Implementation policies may be drafted by the Parties’ Fire Chiefs. This Agreement supplements, and does not supplant, existing mutual aid agreements. Nothing herein relieves either Party of obligations within its own jurisdiction.

2. Term. The term of this Agreement shall begin on the date of full execution. This Agreement shall expire on June 30, 2031, unless terminated earlier by either Party with thirty (30) days’ prior written notice.

3. Dispatch

- The agency (REDCOM or St Helena Emergency Command Center (ECC) first receiving notification of an incident **within the auto aid area** will notify the other dispatch center and act as the **primary dispatch** center for the duration, unless otherwise agreed by the Incident Commander.
- **SVFD incidents (Districts 8 & 9)** — NCFD will be included in the initial dispatch for **two (2) engines**, subject to availability at **Dry Creek #16 and Yountville #12**; **no other NCFD stations** will be used unless **requested by SVFD**.
- **NCFD incidents (zones N1, N2, FS_16, FS_16S)** — SVFD will include **one (1) engine, one (1) water tender**, and **one (1) Battalion Chief** in the response, subject to availability.
- For **SRA vegetation fires**, **CalFire St. Helena ECC** will act as the primary dispatch center.
- Each Party will notify the other if responding resources are reduced or modified from the initial request.

4. Responding / On Scene. Resources will monitor radio traffic for assignments from the requesting dispatch/ECC. The **first arriving resource establishes command**, regardless of jurisdiction; transfer of command may occur upon arrival of a chief officer with jurisdiction.

5. Tactical Frequencies. Resources will utilize the **tactical frequency assigned** by the requesting dispatch/ECC; Parties will coordinate communications to ensure interoperability.

6. Commitment Time. If a resource anticipates being committed **more than sixty (60) minutes**, it will notify its respective dispatch/ECC per protocol.

7. Transfer of Command. If command is established by either agency, that agency remains Incident Commander unless command is **transferred face-to-face** to the agency with jurisdiction and **announced to all resources**.

8. Automatic Initial Response — Incident Types & Resources

- **Structure Fires (SVFD Districts 8 & 9): One (1) NCFD Water Tender (1) NCFD engine** (from Dry Creek #16 and Yountville #12 when staffed/available).
- **Vegetation Fires (SVFD Districts 8 & 9): One (1) Water Tender and One (1) NCFD engine** (from Dry Creek #16 and Yountville #12 when staffed/available).
- **NCFD Incidents (N1, N2, FS_16, FS_16S): SVFD one (1) engine, one (1) water tender, and one (1) Battalion Chief.**
- **Station Limitation:** NCFD units will **not** be dispatched from other than **Dry Creek #16 and Yountville #12** under this Agreement **unless requested by SVFD**.

9. Training / Communication. The Parties will conduct **periodic joint training** (e.g., quarterly) with the host agency facilitating. Substantive changes in operational procedures affecting safe, effective response will be communicated between agencies.

10. Independent Contractor. Each Party is an independent contractor of the other Party.

11. Compensation. No compensation is owed by either Party for services under this Agreement.

12. Indemnification. Each Party shall **defend, indemnify, and hold harmless** the other Party, its officers, agents, and employees, against liability, claims, actions, losses, injuries, damages, or expenses, including reasonable attorney's fees, arising out of acts or omissions of that Party or its personnel in performing this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages, or expenses to the extent arising from the active or sole negligence or willful misconduct of the other Party. Parties will promptly notify each other of related claims and **cooperate** in investigation and disposition, consistent with applicable privileges. 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.

13. Workers' Compensation. Each Party will provide required **workers' compensation insurance** for its own employees. If a claim arises asserting "special employee" status while providing aid, such claims remain the responsibility of the Responding Party as general employer, it is hereby agreed that each such claim shall be the responsibility and liability of the Responding Party as general employer to process, defend, and pay, if necessary. The Responding Party agrees to assume such responsibility as to its own general employees and to hold the Jurisdictional Party harmless as to such claims where the Jurisdictional Party is only a special employer.

14. Benefit. This Agreement benefits **only the Parties**; no non-party may enforce it.

15. Notices. Notices will be sent by U.S. registered or certified mail (or method offering proof of mailing), postage prepaid, to:

- **Sonoma Valley Fire District** — Attn: Fire Chief, **630 2nd St West, Sonoma, CA 95476.**
- **Napa County Fire Department** — Attn: Fire Chief, **951 California Blvd, Napa, CA 94559.**

16. Assignment. Neither Party shall assign nor sublet any of this Agreement without the written consent of the other Party.

17. Applicable Laws and Attorney Fees. This Agreement is made in, entered into in and governed by the laws of the State of California. Venue for any legal action in state court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa or County of Sonoma. Venue for any legal action in federal court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California. The **prevailing Party** is entitled to reasonable attorney's fees and costs.

18. Extent of Agreement; Amendment. This writing is the **entire Agreement** and supersedes prior understandings. Any modifications require a **written instrument signed by both Parties.**

19. Severability. If any provision is illegal or conflicts with law, the **remaining provisions** remain valid and enforceable.

20. Miscellaneous. All covenants are binding; **time is of the essence.** Failure to enforce any provision is not a waiver. Singular includes plural; gender terms include all genders as context permits. This Agreement is **deemed drafted equally** by both Parties and may be executed in **counterparts**, each original but together one instrument.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this Amendment No. 1 to the Agreement was executed by the parties hereto as of the date first above written.

**SONOMA VALLEY FIRE DISTRICT,
a special district**

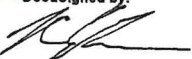
By 
Spencer Andreis, Deputy Fire Chief


Date 4-15-26

**NAPA COUNTY, a political subdivision of the
State of California**

By _____
AMBER MANFREE, Chair
Board of Supervisors

NAPA COUNTY FIRE DEPARTMENT

DocuSigned by:
 4/15/2026
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JC GREENBERG,
Deputy Fire Chief

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u></u> Deputy County Counsel</p> <p>Date: <u>4/15/2026</u> [Doc No 1312179]</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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