

Rancho Adobe Fire Protection District

Board of Directors Meeting

Agenda and Board Packet

April 15, 2026



Rancho Adobe Fire Protection District

11000 Main Street
P. O. Box 1029
Penngrove, California 94951

Telephone: (707) 795-6011
Fax: (707) 795-5177
www.rafd.org

**NOTICE & AGENDA OF THE REGULAR BOARD MEETING
APRIL 15, 2026 — 7:00 P.M.
COTATI FIRE STATION - #1 EAST COTATI AVE.
COTATI, CALIFORNIA**

Assistance for the Disabled: If you are disabled in any way and need accommodation to participate in the meeting, please call 707-795-6011 for assistance so the necessary arrangements can be made.

The Board meeting agenda and all supporting documents are available for public review at 11000 Main Street, Penngrove, CA 94951, 72 hours in advance of a scheduled board meeting. Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet, and not otherwise exempt from disclosure, will be made available for public inspection at the District Office at 11000 Main Street, Penngrove, during normal business hours, Tuesday through Friday, 9:00 a.m. – 5:00 p.m. Copies of supplemental materials distributed at the Board meeting will be available for public inspection at the meeting location.

The Closed Session will begin at 6:00 p.m. and the Regular Board Meeting will start at 7:00 p.m.

I. CLOSED SESSION

- A. Pursuant to Government Code §54957.6, the Board will hold a closed session for the following reason: CONFERENCE WITH LABOR NEGOTIATORS.
Agency designated representative: Bob Moretti, Ray Peterson
Employee organization: International Firefighters Association, Local 1401,
Professional Firefighters of Sonoma County, Rancho Adobe Division

II. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

To speak on any item under discussion by the Board on this agenda, you may do so upon receiving recognition from the Chair. Time limitations on public testimony may be imposed at the discretion of the Chair in conformity with Board Meeting Policy Provisions 5010.100-5010.103 and 5010.110.

III. ORAL AND WRITTEN COMMUNICATIONS

- A. Citizen Business/Public Comments on Items not appearing on Agenda — *Public is advised to limit discussion to one presentation per individual and observe the time limit of 4 minutes. Please state your name and address for the record before making your presentation. **NOTE:** Any item raised by a member of the public which does not appear on the agenda but which may require Board action shall be referred to District staff for investigation and disposition unless the item requires action to be taken by the Board at the meeting during which it was raised and constitutes an emergency, or the need to take such action arose after the posting of the agenda within the meaning of Government Code Section 54954.2(b).*
- B. Correspondence and/or Presentations

IV. APPROVAL OF MINUTES

The Board of Directors will review, amend and approve prior months' Board meeting minutes.

- A. Regular Board Meeting of March 18, 2026

V. CONSENT CALENDAR

Matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If the Board or the public desires discussion, that item will be removed from the Consent Calendar and will be considered separately.

- A. Ratification of Checks Issued
B. RATIFICATION OF SEVERANCE AGREEMENT FOR JENNIFER BECHTOLD.

NOTICE & AGENDA OF THE REGULAR BOARD MEETING
APRIL 15, 2026 — 7:00 P.M.
COTATI FIRE STATION - #1 EAST COTATI AVE
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VI. ADMINISTRATIVE COMMUNICATIONS

An opportunity to report on individual activities related to District Business.

- A. Firefighter's Union Report
- B. Firefighters' Association Report
- C. Chief's Report
- D. Director Reports
- E. Committee Reports
 - a. Finance/Budget
 - b. Ad Hoc Consolidation

VII. NEW BUSINESS

- A. Discussion and possible action of Fire Station 3 flooring replacement.
The Board will review proposals to remove and replace flooring at Fire Station 3.
- B. Discussion and possible action on the Graton Casino MOU for FY2025-2026
The Board will discuss possible action on the 2025-26 MOU with Graton Casino for mitigation of fire service impacts.

VIII. DIRECTION ON FUTURE AGENDA ITEMS

IX. ADJOURNMENT

Certificate of Posting of the Agenda: I declare under penalty of perjury under the laws of the State of California that I am employed by the Rancho Adobe Fire District and that I caused this agenda to be posted on the bulletin boards at Station 1 (Cotati), Station 2 (Penngrove), Station 3 (Liberty), Cotati City Hall and the Penngrove U.S. Post Office on April 10, 2026.



Jeff Veliquette, Fire Chief

APPROVAL OF MINUTES

Rancho Adobe Fire Protection District

11000 Main Street
P. O. Box 1029
Penngrove, California 94951

Telephone: (707) 795-6011
Fax: (707) 795-5177
www.rafd.org

DRAFT

**MINUTES OF THE REGULAR BOARD MEETING
MARCH 18, 2026 — 7:00 P.M.
COTATI FIRE STATION - #1 EAST COTATI AVE.
COTATI, CALIFORNIA**

Closed Session was opened at 5:05 p.m.

I. CLOSED SESSION

- A. Pursuant to Government Code §54956.9(e)(2), the Board will hold a closed session for the following reason: CONFERENCE WITH LEGAL COUNSEL. Significant Exposure to litigation.
Number of Potential Cases: 1
The District is in receipt of information concerning facts and circumstances of a threatened claim from one known employee raising allegations that the District has violated their employment related protections/rights.
Action Taken: None

Closed Session was adjourned at 6:15 p.m.

II. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

President Bob Moretti, called the Regular Board Meeting to order at 7:00 p.m. The agenda for this meeting was posted on March 13, 2026.

Directors Present: Brian Proteau, Bob Moretti, Bret Herman, Ray Peterson, Pete Albini, Mark Hemmendinger, Michael Gadoua

Minutes Conducted by: Jennifer Bechtold

III. ORAL AND WRITTEN COMMUNICATIONS

A. Citizen Business/Public Comments on Items not appearing on Agenda

There was no public comment.

B. Correspondence and/or Presentations

There was no correspondence.

IV. APPROVAL OF MINUTES

A. Regular Board Meeting of February 18, 2026

Motion moved by Mr. Herman to approve the minutes of February 18, 2026 and seconded by Mr. Albini.

Motion Carried: Aye 5 No 0 Abstain 2 (Mr. Hemmendinger, Mr. Gadoua) Absent 0

V. CONSENT CALENDAR

A. Ratification of Checks Issued

Motion moved by Mr. Proteau to approve the consent calendar and seconded by Mr. Peterson.

Motion Carried: Aye 7 No 0 Abstain 0 Absent 0

VI. ADMINISTRATIVE COMMUNICATIONS

A. Firefighter's Union Report

Captain Daniel Ikalani mentioned the Union is thankful for the ongoing support from SCFD personnel who continue to fill open spots at Rancho Adobe.

B. Firefighters' Association Report

Engineer Matt Achen said they are voting for members for the upcoming year and what direction the Association will go after July 1.

C. Chief's Report

Chief Veliquette reported the following information:

1.) District Activities: Acting captain training, engineer academy, development meetings with the City of Cotati, shared services program with fire prevention, individual consolidation projects and committees, shaded fuel break project on Sonoma Mountain Road.

2.) Operational Update: BC Caldwell said they and SCFD are working to put on BC, Captain's and Engineer's tests.

D. Director Reports

No reports filed.

E. Committee Reports

a. Finance/Budget

No report filed.

b. Ad Hoc Consolidation

Chief Veliquette said work continues on the IAP, employee benefits presentations upcoming, joint agency budgeting, facilities and fleet working on projects, cross training and shared personnel and labor management meetings. The protest period is currently ongoing through May 6 to be followed by the LAFCO public hearing.

VII. NEW BUSINESS

A. Discussion on Resolution R-7 Revisions to the Salary Schedule for the Fire Chief

Chief Veliquette commented this resolution came from legal counsel and attaches our salary schedule for it to be valid with CalPERS. The Fire Chief's employment agreement was approved on January 21st at the regular board meeting.

Motion moved by Mr. Gadoua to approve Resolution R-7 and seconded by Mr. Peterson.

Motion Carried: Aye 7 No 0 Abstain 0 Absent 0

New Business Continued:

Roll Call:

Mr. Proteau – aye

Mr. Albini – aye

Mr. Peterson – aye

Mr. Gadoua – aye

Mr. Moretti – aye

Mr. Hemmendinger – aye

Mr. Herman – aye

VIII. DIRECTION ON FUTURE AGENDA ITEMS

- **There are no future agenda items at this time**

IX. ADJOURNMENT

With no further business to discuss, the Regular Board meeting was adjourned at 7:25 p.m.

Motion moved by Mr. Herman and seconded by Mr. Proteau.

Motion Carried: Aye 7 No 0 Abstain 0 Absent 0

Respectfully submitted,

Jennifer Bechtold, Board Clerk

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CONSENT CALENDAR

Rancho Adobe Fire Protection District Check Detail

March 13, 2026

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	7088	03/13/2026	TIM CALDWELL.	1035 · Summit State Bank - Operating	
Bill	Retro Pay	03/13/2026		5910 · Full-Time Personnel	-4,418.10
					-4,418.10

TOTAL CHECKS ISSUED: 4,418.10

Authorized By:

Herbert Powell
Print Name

Print Name

Sign

Title

Jeff Veligvete
Print Name

Print Name

Sign

Title

Rancho Adobe Fire Protection District
Check Detail

March 17, 2026

11:10 AM
03/17/26

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	7089	03/17/2026	ANDY TAYLOR	1035 · Summit State Bank - Operating	
Bill	April-June 2026	03/17/2026		5936 · Retiree Insurance	-900.00
Bill Pmt -Check	7090	03/17/2026	AT&T	1035 · Summit State Bank - Operating	
Bill	9391035607/5608	03/17/2026		6040 · Communications	-244.87
Bill Pmt -Check	7091	03/17/2026	ATKINSON, ANDELSON, LOYA, RUIUD & ROMO	1035 · Summit State Bank - Operating	
Bill	Inv# 780490	03/17/2026		6610 · Legal Services	-1,926.75
Bill Pmt -Check	7092	03/17/2026	BEAR FLAG TOWING	1035 · Summit State Bank - Operating	
Bill	Inv# 28165	03/17/2026		7120 · Training Expense	-975.00
Bill Pmt -Check	7093	03/17/2026	CATHY DOOYES	1035 · Summit State Bank - Operating	
Bill	Feb Classes	03/17/2026		6596 · CQI Expense	-595.00
Bill Pmt -Check	7094	03/17/2026	CURRAN ENVIRONMENTAL SERVICES, INC.	1035 · Summit State Bank - Operating	
Bill	Inv# Asbestos Survey	03/17/2026		6180 · Building Maintenance	-650.00

Rancho Adobe Fire Protection District Check Detail

March 17, 2026

CYPRESS DENTAL ADMINISTRATORS

Time	Date	Check #	Payee	Amount
11:10 AM 03/17/26	03/17/2026	7095	1035 · Summit State Bank - Operating	
Bill Pmt -Check	03/17/2026	April 2026	5932 · Dental Insurance	-2,953.36
Bill				<u>-2,953.36</u>
Bill Pmt -Check	03/17/2026	7096	1035 · Summit State Bank - Operating	
Bill	03/17/2026	Inv# 66033	6889 · Computer Software and Equipment	-1,412.50
				<u>-1,412.50</u>
Bill Pmt -Check	03/17/2026	7097	1035 · Summit State Bank - Operating	
Bill	03/17/2026	2220889/2218475	6155 · Apparatus Maintenance	-6,873.53
				<u>-6,873.53</u>
Bill Pmt -Check	03/17/2026	7098	1035 · Summit State Bank - Operating	
Bill	03/17/2026	Inv# 04P1106	6155 · Apparatus Maintenance	-100.53
				<u>-100.53</u>
Bill Pmt -Check	03/17/2026	7099	1035 · Summit State Bank - Operating	
Bill	03/17/2026	RAFP 02262026	6461 · Operational Expense	-40.00
				<u>-40.00</u>
Bill Pmt -Check	03/17/2026	7100	1035 · Summit State Bank - Operating	
Bill	03/17/2026	Inv# 9559580601	6180 · Building Maintenance	-69.35
				<u>-69.35</u>

Rancho Adobe Fire Protection District
Check Detail
March 17, 2026

11:10 AM
 03/17/26

Bill Pmt -Check	7101	03/17/2026	IT HUB	1035 · Summit State Bank - Operating	
Bill	Inv# 6683	03/17/2026		6889 · Computer Software and Equipment	<u>-815.00</u> -815.00
Bill Pmt -Check	7102	03/17/2026	KAISER PERMANENTE	1035 · Summit State Bank - Operating	
Bill	April 2026	03/17/2026		5930 · Health Insurance	<u>-34,119.00</u> -34,119.00
Bill Pmt -Check	7103	03/17/2026	LIFE ASSIST	1035 · Summit State Bank - Operating	
Bill	Inv#2082011/2073970	03/17/2026		6260 · Medical Supplies	<u>-825.93</u> -825.93
Bill Pmt -Check	7104	03/17/2026	LN CURTIS & SONS	1035 · Summit State Bank - Operating	
Bill	Inv# 1043072	03/17/2026		6881 · Safety Equipment	<u>-138.04</u> -138.04
Bill Pmt -Check	7105	03/17/2026	MIKE WEIHMAN	1035 · Summit State Bank - Operating	
Bill	April-June 2026	03/17/2026		5936 · Retiree Insurance	<u>-900.00</u> -900.00
Bill Pmt -Check	7106	03/17/2026	NAPA AUTO	1035 · Summit State Bank - Operating	
Bill	Mult Inv's	03/17/2026		6155 · Apparatus Maintenance	<u>-905.56</u> -905.56

5

Rancho Adobe Fire Protection District
Check Detail
March 17, 2026

Bill Pmt -Check	7107	03/17/2026	OPPERMAN & SON	1035 · Summit State Bank - Operating	
Bill	Mult Inv's	03/17/2026		6155 · Apparatus Maintenance	<u>-1,197.28</u> -1,197.28
Bill Pmt -Check	7108	03/17/2026	PENNGROVE WATER CO	1035 · Summit State Bank - Operating	
Bill	Acct#P-549/P-554	03/17/2026		7320 · Utilities	<u>-284.62</u> -284.62
Bill Pmt -Check	7109	03/17/2026	PETE ALBINI	1035 · Summit State Bank - Operating	
Bill	April-June 2026	03/17/2026		5936 · Retiree Insurance	<u>-900.00</u> -900.00
Bill Pmt -Check	7110	03/17/2026	PG&E	1035 · Summit State Bank - Operating	
Bill	Mult Accts	03/17/2026		7320 · Utilities	<u>-5,662.91</u> -5,662.91
Bill Pmt -Check	7111	03/17/2026	ROBERTS MECHANICAL & ELECTRICAL, INC.	1035 · Summit State Bank - Operating	
Bill	Inv# 44407	03/17/2026		6180 · Building Maintenance	<u>-295.50</u> -295.50
Bill Pmt -Check	7112	03/17/2026	SELMAN CO	1035 · Summit State Bank - Operating	
Bill	March 2026	03/17/2026		5933 · Life Insurance	<u>-347.10</u> -347.10

Rancho Adobe Fire Protection District Check Detail March 17, 2026

Bill Pmt -Check	7113	03/17/2026	SONOMA CO TAX COLLECTOR	1035 - Summit State Bank - Operating	-2,101.80
Bill	047-191-003-000	03/17/2026		7320 - Utilities	-2,101.80
Bill Pmt -Check	7114	03/17/2026	UMPQUA BANK	1035 - Summit State Bank - Operating	-19,266.09
Bill	Feb Visa	03/17/2026		Umpqua Bank Credit Card	-19,266.09

TOTAL CHECKS ISSUED: 84,499.72

Authorized By:

Jess Venourme
Print Name

Walter R. Wood
Print Name

[Signature]
Sign

[Signature]
Sign

Fire Chief
Title

Assistant Chief
Title

Rancho Adobe Fire Protection District A/P Aging Detail As of March 17, 2026

Type	Date	Num	Name	Due Date	Open Balance
Current					
Bill	03/17/2026	Inv# 780490	ATKINSON, ANDELSON, LOYA,...	03/17/2026	1,926.75
Bill	03/17/2026	9391035607/5608	AT&T	03/17/2026	244.87
Bill	03/17/2026	April-June 2026	PETE ALBINI	03/17/2026	900.00
Bill	03/17/2026	Inv# 28165	BEAR FLAG TOWING	03/17/2026	975.00
Bill	03/17/2026	Inv# Asbestos Survey	CURRAN ENVIRONMENTAL SE...	03/17/2026	650.00
Bill	03/17/2026	April 2026	CYPRESS DENTAL ADMINIST...	03/17/2026	2,953.36
Bill	03/17/2026	Inv# 66033	dmi NETWORKING	03/17/2026	1,412.50
Bill	03/17/2026	Feb Classes	CATHY DOOYES	03/17/2026	595.00
Bill	03/17/2026	2220889/2218475	EAST BAY TIRE	03/17/2026	6,873.53
Bill	03/17/2026	Inv# 04P1106	FIRE APPARATUS SOLUTIONS	03/17/2026	100.53
Bill	03/17/2026	RAFP 02262026	GONE FOR GOOD	03/17/2026	40.00
Bill	03/17/2026	Inv# 9559580601	GRAINGER	03/17/2026	69.35
Bill	03/17/2026	Inv# 6683	IT HUB	03/17/2026	815.00
Bill	03/17/2026	April 2026	KAISER PERMANENTE	03/17/2026	34,119.00
Bill	03/17/2026	Inv#2082011/2073970	LIFE ASSIST	03/17/2026	825.93
Bill	03/17/2026	Inv# 1043072	LN CURTIS & SONS	03/17/2026	138.04
Bill	03/17/2026	Mult Inv's	NAPA AUTO	03/17/2026	905.56
Bill	03/17/2026	Mult Inv's	OPPERMAN & SON	03/17/2026	1,197.28
Bill	03/17/2026	Acct#P-549/P-554	PENNGROVE WATER CO	03/17/2026	284.62
Bill	03/17/2026	Mult Accts	PG&E	03/17/2026	5,662.91
Bill	03/17/2026	Inv# 44407	ROBERTS MECHANICAL & EL...	03/17/2026	295.50
Bill	03/17/2026	March 2026	SELMAN CO	03/17/2026	347.10
Bill	03/17/2026	047-191-003-000	SONOMA CO TAX COLLECTOR	03/17/2026	2,101.80
Bill	03/17/2026	April-June 2026	ANDY TAYLOR	03/17/2026	900.00
Bill	03/17/2026	Feb Visa	UMPQUA BANK	03/17/2026	19,266.09
Bill	03/17/2026	April-June 2026	MIKE WEIHMAN	03/17/2026	900.00
Total Current					84,499.72
1 - 30					
Total 1 - 30					
31 - 60					
Total 31 - 60					
61 - 90					
Total 61 - 90					
> 90					
Total > 90					
TOTAL					84,499.72

Rancho Adobe Fire Protection District
 Check Detail

March 27, 2026

2:17 PM
 03/27/26

Type	Num	Date	Name	Account	Paid Amount
ACH	ACH	03/27/2026	CALPERS SUPPLEMENTAL INCOME PLANS	1035 · Summit State Bank - Operating	-14,543.62
			5923 · CalPERS		-14,543.62
ACH	ACH	03/27/2026	CalPERS FISCAL SERVICES DIVISION	1035 · Summit State Bank - Operating	-3,146.74
			5923 · CalPERS		-3,146.74
ACH	ACH	03/27/2026	CalPERS FISCAL SERVICES DIVISION	1035 · Summit State Bank - Operating	-1,536.08
			5923 · CalPERS		-1,536.08
ACH	ACH	03/27/2026	CalPERS FISCAL SERVICES DIVISION	1035 · Summit State Bank - Operating	-50,196.76
			5923 · CalPERS		-50,196.76
ACH	ACH	03/27/2026	CalPERS FISCAL SERVICES DIVISION	1035 · Summit State Bank - Operating	-48,106.98
			5923 · CalPERS		-48,106.98
Bill Pmt-Check	7115	03/27/2026	RANCHO ADOBE PAID FIREFIGHTERS	1035 · Summit State Bank - Operating	-3,780.00
Bill	March 2026	03/27/2026	5910 · Full-Time Personnel		-3,780.00

Rancho Adobe Fire Protection District
Check Detail

March 27, 2026

TOTAL CHECKS ISSUED: 121,310.18

Authorized By:

James Deueloo

Print Name



Sign

Battalion Chief

Title

Jeff Veronique

Print Name



Sign

Fire Chief

Title

Rancho Adobe Fire Protection District
 Check Detail

March 31, 2026

2:51 PM
 03/31/26

Type	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	7116	03/31/2026	ATKINSON, ANDELSON, LOYA, RUUD & ROM 1035	Summit State Bank - Operating	
Bill	Inv#780484	03/31/2026	6610	Legal Services	-547.93
Bill Pmt -Check	7117	03/31/2026	BEAR FLAG TOWING	1035 - Summit State Bank - Operating	
Bill	Inv# Multi	03/31/2026	7120	Training Expense	-975.00
Bill Pmt -Check	7118	03/31/2026	BUREAU VERITAS	1035 - Summit State Bank - Operating	
Bill	Inv#26012895RI 00293	03/31/2026	6590	Contracted FM Services	-2,921.25
Bill Pmt -Check	7119	03/31/2026	FIRE SAFETY SUPPLY	1035 - Summit State Bank - Operating	
Bill	Inv# 5466	03/31/2026	6140	Equipment Maintenance	-139.61
Bill Pmt -Check	7120	03/31/2026	JAKE MCCLENDON	1035 - Summit State Bank - Operating	
Bill	Reimb. Boat Op. Clas	03/31/2026	7120	Training Expense	-1,800.00
Bill Pmt -Check	7121	03/31/2026	KYOCERA DOCUMENT SOLUTIONS NOR	1035 - Summit State Bank - Operating	
Bill	Inv#5038040931	03/31/2026	6820	Rent/Lease Equipment	-203.06

Rancho Adobe Fire Protection District
Check Detail

March 31, 2026

Check Type	Check #	Date	Payee	Account	Amount
Bill Pmt -Check	7122	03/31/2026	LARS ENGINES	1035 · Summit State Bank - Operating	
Bill	Inv#349638/349598	03/31/2026		6180 · Building Maintenance	-342.47
Bill Pmt -Check	7123	03/31/2026	LEHR UPFITTERS OPKO LLC	1035 · Summit State Bank - Operating	
Bill	Inv# SI 130835	03/31/2026		6155 · Apparatus Maintenance	-70.49
Bill Pmt -Check	7124	03/31/2026	MATHESON TRI-GAS INC.	1035 · Summit State Bank - Operating	
Bill	Inv#33008973	03/31/2026		6260 · Medical Supplies	-342.70
Bill Pmt -Check	7125	03/31/2026	MCMCASTER-CARR	1035 · Summit State Bank - Operating	
Bill	Inv#1101	03/31/2026		6155 · Apparatus Maintenance	-31.46
Bill Pmt -Check	7126	03/31/2026	NAPA AUTO	1035 · Summit State Bank - Operating	
Bill	Mult Inv's	03/31/2026		6155 · Apparatus Maintenance	-266.33
Bill Pmt -Check	7127	03/31/2026	NICK BARBIERI TRUCKING INC.	1035 · Summit State Bank - Operating	
Bill	Inv# 1273048	03/31/2026		7201 · Fuel	-5,454.52
					-5,454.52

Rancho Adobe Fire Protection District
Check Detail
March 31, 2026

Bill Pmt -Check	7128	03/31/2026	OPPERMAN & SON	1035 · Summit State Bank - Operating	
Bill	Inv# 01P88998	03/31/2026		6155 · Apparatus Maintenance	-136.54
Bill Pmt -Check	7129	03/31/2026	PERMIT SONOMA	1035 · Summit State Bank - Operating	
Bill	Inv#IN0367119	03/31/2026		6461 · Operational Expense	-943.09
Bill Pmt -Check	7130	03/31/2026	PG&E	1035 · Summit State Bank - Operating	
Bill	Mult Accts	03/31/2026		7320 · Utilities	-1,068.92
Bill Pmt -Check	7131	03/31/2026	SAFETY-KLEEN SYSTEMS, INC.	1035 · Summit State Bank - Operating	
Bill	Inv#99531680/99534469	03/31/2026		6155 · Apparatus Maintenance	-347.00
Bill Pmt -Check	7132	03/31/2026	STANDARD INSURANCE COMPANY	1035 · Summit State Bank - Operating	
Bill	April 2026	03/31/2026		5931 · Disability Insurance	-870.00
Bill Pmt -Check	7133	03/31/2026	THE WEIST LAW FIRM	1035 · Summit State Bank - Operating	
Bill	Inv#2026-M133	03/31/2026		6461 · Operational Expense	-1,375.00

Rancho Adobe Fire Protection District Check Detail March 31, 2026

Bill Pmt -Check	7134	April 2026	03/31/2026	VISION SERVICE PLAN	1035 - Summit State Bank - Operating	
Bill			03/31/2026		5934 - Vision Insurance	-396.43
						<u>-396.43</u>

TOTAL CHECKS ISSUED: 18,231.80

Authorized By:

Tom Vanover

Print Name

Tim Caswell

Print Name

[Signature]

Sign

[Signature]

Sign

Fire Chief

Title

Battalion Chief

Title

2:48 PM

03/31/26

Rancho Adobe Fire Protection District

A/P Aging Detail

As of March 31, 2026

Type	Date	Num	Name	Due Date	Open Balance
Current					
Bill	03/31/2026	Inv#780484	ATKINSON, ANDELSON, LO...	03/31/2026	547.93
Bill	03/31/2026	Inv# Multi	BEAR FLAG TOWING	03/31/2026	975.00
Bill	03/31/2026	Inv#26012895RI 00...	BUREAU VERITAS	03/31/2026	2,921.25
Bill	03/31/2026	Inv#IN0367119	PERMIT SONOMA	03/31/2026	943.09
Bill	03/31/2026	Inv# 5466	FIRE SAFETY SUPPLY	03/31/2026	139.61
Bill	03/31/2026	Inv#5038040931	KYOCERA DOCUMENT SOL...	03/31/2026	203.06
Bill	03/31/2026	Inv# SI 130835	LEHR UPFITTERS OPCO LLC	03/31/2026	70.49
Bill	03/31/2026	Inv#349638/349598	LARS ENGINES	03/31/2026	342.47
Bill	03/31/2026	Reimb. Boat Op. Clas	JAKE MCCLENDON	03/31/2026	1,800.00
Bill	03/31/2026	Inv#1101	MCMCASTER-CARR	03/31/2026	31.46
Bill	03/31/2026	Inv#33008973	MATHESON TRI-GAS INC.	03/31/2026	342.70
Bill	03/31/2026	Inv# 1273048	NICK BARBIERI TRUCKING I...	03/31/2026	5,454.52
Bill	03/31/2026	Inv# 01P88998	OPPERMAN & SON	03/31/2026	136.54
Bill	03/31/2026	Mult Inv's	NAPA AUTO	03/31/2026	266.33
Bill	03/31/2026	Mult Accts	PG&E	03/31/2026	1,068.92
Bill	03/31/2026	Iv#99531680/99534...	SAFETY-KLEEN SYSTEMS, I...	03/31/2026	347.00
Bill	03/31/2026	April 2026	STANDARD INSURANCE CO...	03/31/2026	870.00
Bill	03/31/2026	April 2026	VISION SERVICE PLAN	03/31/2026	396.43
Bill	03/31/2026	Inv#2026-M133	THE WEIST LAW FIRM	03/31/2026	1,375.00
Total Current					18,231.80
1 - 30					
Total 1 - 30					
31 - 60					
Total 31 - 60					
61 - 90					
Total 61 - 90					
> 90					
Total > 90					
TOTAL					18,231.80



Rancho Adobe Fire District

Staff Report

To: Board of Directors
From: District Legal Counsel
Subject: Ratification of Severance Agreement with Jennifer Bechtold
Date: April 15, 2026

BACKGROUND

As a result of the forthcoming consolidation between the Rancho Adobe Fire Protection District ("Rancho Adobe" or "District") and the Sonoma County Fire Protection District, the Board of Directors previously authorized District Legal Counsel and the Board Chair to negotiate and execute the severance agreement between the District and now former District employee Jennifer Bechtold.

Pursuant to that authority, District Legal Counsel negotiated and drafted a severance agreement between the District and Ms. Bechtold (hereinafter "Severance Agreement"). The Severance Agreement was signed by Ms. Bechtold on April 1, 2026 and by the Board Chair on April 2, 2026. The Severance Agreement became fully binding and non-revocable on April 8, 2026.

The material terms of the Severance Agreement include that Ms. Bechtold resign her position effective on April 1; that she receive a severance as a lump sum payment of \$65,000 as well as the cost of continued health insurance coverage through June 30, 2026; that waive and release the District and its successors from any and all claims related to her employment consistent with the terms of the agreement.

BUDGET IMPACT

The budget impact to the District is a cumulative total severance payment to Ms. Bechtold of \$65,000 and continuation of contribution towards Ms. Bechtold's District health insurance benefits until June 30, 2026.

RECOMMENDATION

Approve a resolution ratifying the Severance Agreement.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO ADOBE FIRE PROTECTION DISTRICT OF SONOMA COUNTY, STATE OF CALIFORNIA, RATIFYING SEVERANCE AGREEMENT WITH JENNIFER BECHTOLD

WHEREAS, the Rancho Adobe Fire Protection District (hereinafter "District") Board of Directors (hereinafter "Board of Directors") is authorized to approve and execute employee severance agreements on behalf of the District; and

WHEREAS, on March 18, 2026, the Board of Directors authorized District Legal Counsel and the Board of Directors Chair to negotiate and execute the severance of Jennifer Bechtold; and

WHEREAS, District Legal Counsel negotiated the severance of Jennifer Bechtold, which was formalized in a severance agreement dated April 2, 2026 and was subsequently executed by the District Board Chair and Jennifer Bechtold (hereinafter the "Severance Agreement"); and

WHEREAS, the Board of Directors now wishes to ratify the Severance Agreement.

NOW, THEREFORE, BE IT RESOLVED the Board of Directors of the Rancho Adobe Fire Protection District ratify the Severance Agreement dated April 2, 2026 between Jennifer Bechtold and the Rancho Adobe Fire Protection District.

THE FOREGOING RESOLUTION was introduced on this 15th day of April, 2026 on the consent calendar, and adopted by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTENTIONS:

WHEREUPON, the Chair declared the foregoing resolution adopted, and SO ORDERED.

CHAIR

ATTEST:

Clerk of the Board

WAIVER AND RELEASE OF CLAIMS AGREEMENT

1. **(Parties.** This Waiver and Release of Claims Agreement (hereinafter referred to as the “Agreement”) is made and entered into by and between JENNIFER BECHTOLD (hereinafter referred to as “Employee”) and the RANCHO ADOBE FIRE PROTECTION DISTRICT (hereinafter referred to as “the District” or “the Employer”), collectively referred to throughout this agreement as “the Parties” (and each separately as a “Party”).
2. **Purpose of Agreement.** The purpose of this Agreement is to memorialize the terms and conditions related to Employee’s separation from District employment. The District and Employee both understand that the District is pursuing a merger with, consolidation into, or replacement by the Sonoma County Fire District, and Employee, the District, and the Sonoma County Fire District have been unable to reach an agreement on terms of employment for Employee upon consummation of the merger. As a result, the District and Employee agree that it is in the best interest of all Parties that Employee shall resign her position and employment with the District upon the completion of the merger. The District has determined that it is in its interest to secure waiver and release of any and all claims, known or unknown, related to her District employment or the merger with the Sonoma County Fire District, in exchange for the District’s payment of severance and other mutual promises, terms and conditions set forth herein.
3. **No Admissions.** This Agreement constitutes the good faith resolution of potential disputed claims and does not concede either Party’s liability. It is understood and agreed that this Agreement is not an admission by the District, or any of its board members, other appointed directors, officers, employees, agents or representatives. It is understood and agreed that the District specifically denies liability and that this Agreement is not and shall not in any way be construed as an admission by the District or any present or former directors, officers, employees, agents, staff, representatives, servants, attorneys, affiliates, predecessors, successors, assigns, insurers, reinsurers, that they have engaged in, or are now engaging in, any unlawful conduct or violated any federal, state, or local law or regulation. The Parties agree that it is their intention that neither this Agreement nor any terms hereof shall be admissible in any other or future proceedings against the District or any present or former official, director, officer, employee, agent, staff, representative, servant, attorney, affiliate, predecessor, successor, assign, insurer, reinsurer, except a proceeding to enforce this Agreement. The sole purpose of this Agreement is to resolve any claims and any and all issues relating to Employee’s employment relationship and separation from the District, and to avoid the burden, expense, delay and uncertainties of litigation. Neither Employee nor the District purports to have prevailed with regard to any and all claims or issues relating to Employee’s employment.
4. **Separation Date.** Subject to Employee’s satisfaction of all terms and conditions in this Agreement, the District’s records shall reflect Employee’s date of resignation from District employment to be April 1, 2026 (“Separation Date”).
5. **Consideration.** In exchange for the releases and agreements that Employee is making in this Agreement, the District shall provide the following forms of fair and adequate consideration.

WAIVER AND RELEASE OF CLAIMS

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- 5.1. Resignation. The District shall accept Employee's resignation from District employment. Employee agrees to provide the District with written notice of resignation in conjunction with her execution of this Agreement. Her resignation shall take effect on the Separation Date. Following the Separation Date, her resignation notice shall be irrevocable.
- 5.2. Severance.
 - 5.2.1. The District shall pay Employee severance at a cumulative total of Sixty-Five Thousand Dollars with Zero Cents (\$65,000.00) ("Severance"). Employee shall receive the total Severance payment within twenty-one (21) calendar days of the Separation Date.
 - 5.2.2. Employer's contribution towards Employee's health insurance benefits shall remain in effect until June 30, 2026, provided that Employee remains employed through April 1, 2026. The District, in its sole discretion, shall determine how to maintain this benefit through this date. Employee is not entitled to receive any employer-paid health insurance benefits from the District or its successor, Sonoma County Fire District, after June 30, 2026. Neither the District or its successor, Sonoma County Fire District, is obligated or required to otherwise pay any cost associated with COBRA coverage after June 30, 2026.
 - 5.2.3. The Severance payment will be subject to payroll tax withholdings otherwise applicable to Employee's wages at the time of payment. The District makes no representation about the tax consequences of this Agreement. Any dispute regarding the tax consequences of this Agreement shall not affect the validity of this Agreement. Employee has had an opportunity to discuss the potential tax consequences of this Agreement with legal counsel and a tax professional and agrees to indemnify and hold the District harmless from any and all costs and assessments (including, but not limited to, delinquent taxes and penalties) levied against Employee in connection with the tax consequences of this Agreement.
 - 5.2.4. The District shall hand-deliver or deliver by first class mail or overnight carrier (e.g., FedEx, UPS, DHL) the Severance payment to the Employee's last known mailing address on file at the time of each signing under this Agreement. Delivery shall be considered complete at the time of mailing, deposit with an overnight carrier, or hand delivery.
 - 5.2.5. Employee acknowledges and agrees that, but for the execution of this Agreement, Employee would not otherwise be entitled to Severance.
6. **Final Payment of Wages.** Employer shall pay all wages and reimbursements, if any, owed to Employee under California law through the Separation Date, subject to applicable tax withholdings, including but not limited to all accrued and unused sick/vacation time at the Employee's final rate of pay, reimbursements legally owed to Employee for District-

WAIVER AND RELEASE OF CLAIMS

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business related expenses (if any), and any other payments to which the Employee may be legally entitled to, subject to applicable tax withholdings. Employer shall issue all final wages and payouts to Employee via ACH transaction, and in the normal course of payroll. Final payment of such wages is not consideration, as addressed in Section 5, for the purposes of this Agreement. Employer shall issue all final wages and payouts at the end of the payroll period in which the Separation Date falls.

7. **Transfer of Information.** As the District's Administrative Manager/Clerk to the Board of Directors, Employee is in receipt of valuable and sensitive information and know-how concerning the District's operations and administration. Prior to the Separation Date, Employee agrees to transfer such information and know-how to the District, and to otherwise cooperate in the transition.
 - 7.1. Employee will act in good faith to provide all information concerning financial accounts, passwords, logins, and related security-sensitive information to the District as promptly as possible. Employee agrees and affirms her ethical and legal obligations to safeguard all data and records of the District and, by her signature, acknowledges and agrees that she has not misappropriated, destroyed, or otherwise misused the District's data or records for any non-District related purpose.
8. **Off-Boarding Obligations by Employee.** Employee agrees to perform the duties and obligations described in Section 7 in good faith and to reasonably cooperate with the District and the Sonoma County Fire District in her transition.
9. **Waiver and Release by Employee:** In further exchange for the consideration and compromises set forth in this Agreement, except as set forth herein, Employee, on behalf of herself, her heirs, estate, executors, administrators, successors and assigns, irrevocably and unconditionally releases, acquits and forever discharges the District, and its affiliates, partners, joint venturers, successors and assigns (including, but not limited to, the Sonoma County Fire District and its affiliates, partners, joint venturers, successors and assigns, and its elected officials, officers, employees, volunteers, interns, attorneys, agents and insurers, and all persons acting by, through, under or in concert with any of them, individually and jointly) and its elected officials, officers, employees, volunteers, interns, attorneys, agents and insurers, and all persons acting by, through, under or in concert with any of them, individually and jointly ("Released Parties") from all charges, complaints, promises, agreements, controversies, suits, rights, demands, costs, losses, debts, actions, causes of action, claims, judgments, obligations, damages, liabilities and expenses, including any claims for attorneys' fees and costs, of any kind or character whatsoever, known and unknown, suspected, unsuspected, anticipated and unanticipated arising from the Employee's employment with the District and the District's anticipated merger with, consolidation into, or replacement by the Sonoma County Fire District ("Claim" or "Claims"), which Employee now has, owns or holds, or claims to have, own or hold, against each or any of the Released Parties on or before the Separation Date and, upon execution of this Agreement:
 - 9.1. This release of all known or unknown, suspected or unsuspected, anticipated

WAIVER AND RELEASE OF CLAIMS

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and unanticipated Claims specifically includes, without limitation:

- 9.1.1. Any Claims alleged or referred to, directly or indirectly, or in any way connected with, or arising out of, or which may hereafter be claimed to arise out of, the subject matters, facts, events, or occurrences alleged or referred to in this Agreement.
- 9.2. Any claims or causes of action arising out of, in connection with or relating to Employee's employment with the District and its anticipated merger with, consolidation into, or replacement by the Sonoma County Fire District, including, but not limited to, claims or causes of action based on: federal, state, or local employment discrimination, harassment, or retaliation statutes, laws, regulations or ordinances, based on any category protected by law, including without limitation age, sex, gender identity or expression, race, religion, national origin, marital status, sexual orientation, ancestry, parental status, or disability arising under Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000 *et seq.* ("Title VII"), the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§ 621 *et seq.* ("ADEA")), the California Fair Employment and Housing Act (California Government Code §§ 12900 *et seq.*); the Federal Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.* ("ADA")); the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. §§ 651 *et seq.*); the California Occupational Safety and Health Act of 1973 (California Labor Code §§ 6300 *et seq.*); the Family Medical Leave Act (29 U.S. § 2601); the California Family Rights Act (Cal. Gov. Code § 12950 *et seq.*); the Fair Labor Standards Act (29 U.S.C. § 203); 42 U.S.C. Section 1981; the California Constitution; the California Labor Code (to the extent applicable to the District as a public agency) for compensation due subject to a bona fide dispute between the Parties; the Federal Equal Pay Act of 1963 (29 U.S.C. §§ 201 *et seq.* ("EPA")); the Meyers-Milias-Brown Act (California Government Code §§ 3500 *et seq.*); any other federal, state or municipal constitution, statute, regulation, ordinance, resolution, and/or policy affecting or relating to the claims, rights, or benefits of the Employee; or claims for attorneys' fees and costs;
 - 9.2.1. Any claim (i) sounding in tort, specifically including, but not limited to, any torts related to constructive and/or wrongful discharge in violation of public policy, defamation, invasion of privacy, intentional and negligent interference with contract and/or prospective economic advantage, fraud and any misrepresentation, and intentional and negligent infliction of emotional distress; (ii) any breach of contract of employment or collective bargaining agreement (expressed or implied) or any grievance initiated by an employee under a collective bargaining agreement; or (iii) any covenant of good faith and fair dealing (express or implied); or
 - 9.2.2. Any administrative claim or charge that may be submitted to a local, state, or federal agency, including without limitation the California Civil Rights Department (formerly the Department of Fair Employment and Housing), the California Department of Labor Standards and Enforcement, the California Public

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WAIVER AND RELEASE OF CLAIMS

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Employment Relations Board, the U.S. Department of Labor, but excluding the U.S. Equal Employment Opportunity Commission ("EEOC").

- 9.3. The Claims subject to release under this Agreement do not include any rights that cannot be waived as a matter of law; any rights Employee has to file or pursue a claim for workers' compensation or unemployment insurance; any rights or claims for indemnification the Employee may have according to any written indemnification agreement with the District to which Employee is a party or under applicable law; or any claims for breach of this Agreement.
- 9.4. Nothing in this Agreement shall affect the EEOC's rights and responsibilities to enforce Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967 ("ADEA"), as amended, or any other applicable law, nor shall anything in this Agreement be construed as the basis for interfering with Employee's protected right to file a charge with, or participate in an investigation or proceeding conducted by the EEOC or any other federal, state, or local government entity that commences an investigation or issues a complaint on Employee's behalf. Employee does, however, waive her right to recover any money damages in connection with any existing or subsequent administrative charge filed with the EEOC.
- 9.5. This release does not extend to Employee's rights as a class member in any class action, grievance, arbitration, or litigation, and shall not be deemed to preclude Employee's right to an award or recovery solely in her capacity as a class member.
- 10. Waiver of Unknown Claims/Specific Waiver of Section 1542:** Employee expressly waives and relinquishes all rights under Section 1542 of the California Civil Code ("Section 1542"), understanding and acknowledging the significance of such specific waiver. Section 1542 reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Employee understands that Section 1542 gives Employee the right not to release existing claims of which Employee is not now aware, unless Employee voluntarily chooses to waive that right. Even though Employee is aware of this right, Employee nevertheless hereby voluntarily waives the rights described in Section 1542 and elects to assume all risks for claims that now exist in Employee's favor, known or unknown, arising from the subject matter of this Agreement.

Accordingly, Employee expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Claims that Employee does not know or suspect to exist in Employee's favor as of the Separation Date, and that this Agreement

WAIVER AND RELEASE OF CLAIMS

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extinguishes all such Claims.

- 11. Compliance with Future Obligations.** This Agreement does not interfere with Employee's independent obligation to respond to court orders or subpoenas, cooperate with local, state, or federal law enforcement agencies in matters against the Released Parties, or otherwise provide disclosures required by law in any action against the Released Parties. If Employee is named as a party defendant or identified as a witness concerning any civil lawsuit arising out of alleged acts/omissions committed during the course and scope of her employment with the District, Employee hereby agrees that, following her resignation or termination, she will fully cooperate in all respects in the District's legal defense of any such civil actions, including without limitation communicating and/or meeting with and otherwise assisting the District's legal counsel and testifying at deposition or trial.
- 12. No Admission of Liability.** This Agreement, and compliance with this Agreement, shall not be construed as an admission of any liability by any Party, or of any unlawful or wrongful acts by any Party, individually or collectively.
- 13. Return of District and Employee Property .**

 - 13.1. Employee hereby agrees that, on or immediately in advance of the Separation Date, to return all District-issued property, including but not limited to equipment, keys, tablets, computers, phones, identification cards, and access cards to District facilities. Employee shall return to the District all such property, by no later than close of business on the Separation Date. Employee shall also furnish to the District all login and password information for District-issued electronics the Employee has created or had access to in connection with employment with the District by no later than close of business on the Separation Date, assuming Employee has not already done so. Employee will not retain any such District material or property or any copies after the Separation Date.
 - 13.2. Employee shall collect her personal property from the District on or before the Separation Date. To the extent Employee fails to do so, the District may return Employee's property by mail or personal delivery. Employee specifically waives any and all claims related to potential damage to or loss of personal property as a result of such delivery.
- 14. Public Record.** Employee acknowledges and agrees that this Agreement is a public record under the California Public Records Act and that if the District receives a request for disclosure of this Agreement pursuant to the California Public Records Act or any similar law, that the District shall release a copy to said requestor, subject to any redactions and/or privileges as applicable by law.
- 15. Settlement Privilege.** The Parties agree that if this Agreement does not become effective for any reason, this Agreement shall be deemed negotiation for settlement purposes only and will not be admissible in evidence or used for any purpose whatsoever, and will not be

WAIVER AND RELEASE OF CLAIMS

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admissible in any trial or appeal pursuant to California Evidence Code § 1152 and Federal Rules of Evidence 408.

16. **No Assignment.** Employee warrants that Employee has not assigned, transferred, nor purported to assign or transfer, any claim Employee may have against the District, and that Employee will not assign or transfer, nor purport to assign or transfer, any claims Employee may have against the District, and agrees that any such purported assignment or transfer is void and of no effect.
17. **ADEA/OWBPA Waiver.** This Agreement contains a waiver of age discrimination claims, and Employee has carefully read and acknowledges the following:
 - 17.1. Employee expressly acknowledges and agrees that, by entering into this Agreement, she is waiving and releasing any rights or claims that she may have against the District and each and all of the Released Parties arising under the Age Discrimination in Employment Act of 1967 (hereinafter "ADEA"), as amended by the Older Workers Benefit Protection Act (hereinafter "OWBPA"), which may have arisen on or before the Separation Date, and that this waiver and release is knowing and voluntary.
 - 17.2. Employee acknowledges that the District has advised Employee to consult with an attorney prior to signing this Agreement.
 - 17.3. By signing this Agreement, Employee hereby expressly acknowledges and agrees:
 - 17.3.1. that this Agreement specifically refers to and waives rights or claims arising under the ADEA/OWBPA;
 - 17.3.2. that this Agreement is written in a manner calculated to be understood by Employee and that Employee in fact understands the Agreement;
 - 17.3.3. that this Agreement applies only to claims arising up to and including the Separation Date;
 - 17.3.4. that in exchange for this Agreement, Employee received value beyond that to which Employee is already entitled;
 - 17.3.5. that the District has advised Employee in writing to consult with an attorney before executing the Agreement; and
 - 17.3.6. that Employee has been provided with an adequate period of time to review this Agreement.
 - 17.4. By virtue of receiving a copy of this Agreement, Employee is hereby put on notice that she has twenty-one (21) days within which to consider this Agreement before signing.
 - 17.5. Employee may revoke this Agreement for a period of seven (7) calendar days after executing the Agreement. Any such revocation must be communicated in writing to

22867628.1

WAIVER AND RELEASE OF CLAIMS

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Fire Chief Jeffrey Veliquette, at jveliquette@rafd.org within the seven (7) calendar day revocation period. This Agreement shall not become effective or enforceable until each respective revocation period has expired.

18. Complete and Voluntary Agreement.

18.1. Employee acknowledges that she has read and understands this Agreement; that she has had the opportunity to seek legal counsel of her choosing and to have the terms of the Agreement fully explained to Employee; that Employee is not executing this Agreement in reliance on any promises, representations or inducements other than those contained herein; and that Employee is executing this Agreement voluntarily, free of any duress or coercion. Employee specifically understands that by entering into this Agreement Employee is forever foreclosed from pursuing any of the claims waived herein.

18.2. Employee acknowledges that she has at least five (5) business days to seek legal counsel of her choosing before signing this Agreement. This five (5) business day period runs concurrently with the twenty-one (21) day period referenced in Section 17.4 above. Employee may waive the five (5) business day review period; if the Employee chooses to do so, then she must communicate such express waiver to Fire Chief Jeffrey Veliquette at jveliquette@rafd.org and provide written confirmation that she has made a knowing and voluntary decision to sign the Agreement prior to the expiration of the five (5) business day period.

19. Savings Clause. Should any of the provisions of this Agreement be determined to be invalid or unenforceable by a court or government agency of competent jurisdiction, it is agreed that such determination shall not affect the enforceability of the other provisions herein.

20. Scope of Agreement. This Agreement constitutes the entire understanding of the Parties on the subjects covered. Except as expressly provided here, this Agreement supersedes and renders null and void any and all prior agreements between or on behalf of Employee and the District.

21. Governing Law and Forum Selection. This Agreement will be deemed to have been entered into and will be construed and enforced under the laws of the State of California and all claims arising under this Agreement shall be litigated in the Superior Court of California, County of Sonoma.

22. Attorneys' Fees and Costs. Each Party shall bear its own attorneys' fees and costs arising from and/or in any way related to Employee's employment with the District, Employee's separation from employment, or the negotiation and creation of this Agreement. Employee expressly waives any and all rights and claims Employee might otherwise have against the District for reimbursement of attorneys' fees and costs associated with any legal representation.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of

WAIVER AND RELEASE OF CLAIMS

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which shall, for all purposes, be deemed an original, and all such counterparts, taken together, shall constitute the same instrument.

24. Electronic Signature. This Agreement may be executed by either party electronically. Electronic execution shall have same force and effect as hard copy signatures.

PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS A FULL RELEASE OF LEGAL CLAIMS, BOTH KNOWN AND UNKNOWN, THROUGH THE SEPARATION DATE

SIGNATURE ACCEPTED AND AGREED:

DocuSigned by:
Jennifer Bechtold
39791111C38D220

JENNIFER BECHTOLD

4/1/2026

Date

Signed by:
Bob Moretti
7020195801493

RANCHO ADOBE FIRE PROTECTION DISTRICT
Bob Moretti, President

4/2/2026

Date

ADMINISTRATIVE COMMUNICATIONS

FINANCE/BUDGET COMMITTEE

NEW BUSINESS

**FIRE STATION 3
FLOORING
REPLACEMENT**

Rancho Adobe Fire District

Staff Report

Date: April 6, 2026

Topic: Flooring Replacement Liberty Station

Recommendation:

Approve bids by All County Flooring in an amount not to exceed \$30,000 and bid by All County Abatement for asbestos mitigation and tile removal in an amount not to exceed \$10,000 as part of the flooring replacement project at the Liberty Station.

Background:

The flooring at the Liberty Station has been on the facilities improvement list for several years and is past due for replacement. Flooring currently consists of worn carpeting and VCT flooring tiles. The recommendation is to approve the replacement of flooring with commercial grade carpeting in the office, day room and bedrooms while using LVP in the kitchen and hallways.

Various flooring products and vendors were considered. Discussion and research into best flooring material and related warranties for cost effectiveness.

All County Flooring provided a bid inclusive of competitive purchasing (Sourcewell) & pricing.

Removal of the Asbestos Tile/Mastic will be handled through a separate certified company. This will lower the attached bid by subtracting the removal cost.

Financial Impact:

Funding has been identified in the capital budget in the amount of \$35,000. The balance will come from the capital budget where \$10,000 of budgeted money for interior repainting has been re-allocated as this project has been completed by on-duty crews.

Options:

- Option#1 Approve bids for flooring, tile removal and asbestos mitigation as identified above.
- Option #2 Direct staff to provide additional information.

Approved by:



Jeff Veliquette
Fire Chief

Attachments: 1.Proposal From All County Flooring. 2. Proposal from All County Abatement.



PROPOSAL
ALL COUNTY FLOORING
 CMAS #: 4-24-11-1019
 SCHEDULE #: 061323-TFU

ALL COUNTY FLOORING
 P.O. Box 965 Benicia, CA 94510
 PH: (707) 205-4229 FAX: (866) 321-2909
 Ca.Contract Lic. #988380
 Certified California Small Business # 1757291
 DIR #: 100004884

CUSTOMER: Herb Wandel
 COMPANY: Rancho Adobe Fire Protection District
 ADDRESS: 11000 Main Street
 Penngrove CA 94951
 (707) 685-1078

DATE: 1/28/2026
 PROJECT: **Rancho Adobe Station 3**
 SITE LOCATION: 99 Liberty Rd
 Petaluma, CA 94952

PLEASE NOTE: Subsequent to signing the attached Notice to Proceed, All County Flooring will be anticipating the DIR# for the registered project referenced above within 5 days of award (per SB854) as well as formal Purchase Order. To file the PWC100 go to <https://www.dir.ca.gov/pwc100ext>

OPTION 1 - LVT

SCOPE OF WORK: Perform concrete relative humidity testing. Remove and dispose existing floor covering and wall base. Prepare existing substrate by skim coating as required. Furnish and install Tarkett LVT and rubber wall base as detailed below.

EXCLUSIONS: Furniture and equipment moving, toilet removal, wall repair, borders and inlays, joint repair, crack filler, moisture testing & treatment system (if required based on test results), non-standard working hours, temporary heat and power, and asbestos removal.

QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
ACF - FLOOR COVERING PROPOSAL PROPOSAL #: NB26-189				
MATERIALS				
4	Each	Wagner Relative Humidity Testing Probes	\$85.00	\$ 340.00
1530	sq. ft.	Furnish LVT Tarkett ID Latitude - Style & Color: TBD	\$3.41	\$ 5,217.30
240	lin ft	Furnish 4" rubber base Tarkett 4" wall base	\$1.45	\$ 348.00
12	lin ft	Mercer Rubber floor transition	\$1.14	\$ 13.68
1	Each	Sundries: (Patch, Adhesives)	\$931.61	\$ 931.61
LABOR				
4	Each	RH Testing	\$90.00	\$ 360.00
435	lin ft	Remove and dispose wall base	\$0.93	\$ 404.55
123	sq yds	Remove and dispose of existing carpet	\$12.45	\$ 1,531.35
335	sq. ft.	VCT removal	\$2.14	\$ 716.90
1,390	sq. ft.	Installation (LVT/LVP)	\$7.43	\$ 10,327.70
1,390	sq ft	Subfloor Prep Labor (Skim Coat)	\$1.90	\$ 2,641.00
3	lin ft	Install Transition Strip	\$3.75	\$ 11.25
435	lin ft	Install 4" rubber base	\$3.81	\$ 1,657.35

NOTES:

Freight charges are included in price unless specifically noted above.

- Terms are net 30.
- The prices listed on this proposal are valid for a period of 1 month.
- If this proposal is accepted, please submit a signed purchase order.
- Payment or performance bonds are not included in price unless specifically noted.
- Unless itemized on this proposal, All County Flooring, Inc. is not responsible for moisture testing or treatment of concrete vapor emissions and alkalinity.
- All County Flooring, Inc. is not responsible for substrate failures (such as alkalinity and moisture) after the flooring installation is complete. This includes area where crack and joint filler is applied.
- If existing flooring is to be removed, our price would include standard prep (vacuum, skim coat floor areas). Any floor patch required from removal of existing floor is not included in price. Our price does not include removal of asbestos tiles or adhesive below existing flooring, under any site conditions. Note: Exclusions.

SUBTOTAL	\$ 24,509.81
TAXABLE SUBTOTAL	\$ 6,850.59
SALES TAX RATE	10.250%
SALES TAX	\$ 702.19
TOTAL PRICE	\$ 25,212.00

Alternate: Furnish and install Uzin PE460 moisture barrier under the LVT flooring, including primer and self-leveling compound if the relative humidity testing exceed the manufacturer's limit. **ADD >>>>** **\$15,749.00**

OPTION 2 - LVT & Carpet

OPTION # 2 Furnish and install Tarkett ID Latitude LVT only in 4 rooms (see attached shop drawings for reference) and Tarkett Entry Carpet, Color: TBD, and Tarkett Powerbond Carpet, Style: Aftermath, Color: TBD, in the rest of the rooms. **\$22,010.00**

Alternate: Furnish and install Uzin PE460 moisture barrier under the LVT flooring of Option2, including primer and self-leveling compound if the relative humidity testing exceed the manufacturer's limit. **ADD to Option 2 Price above >>>>** **\$5,437.00**

SUBMITTED BY: Bob Corridan

TELEPHONE: (415)730-0090



NOTICE TO PROCEED

ALL COUNTY FLOORING
P.O. Box 965 Benicia, CA 94510
PH: (707) 205-4229 FAX: (866) 321-2909
Ca. Contractor Lic. #988380
Certified California Small Business # 1757291
DIR #: 100004884

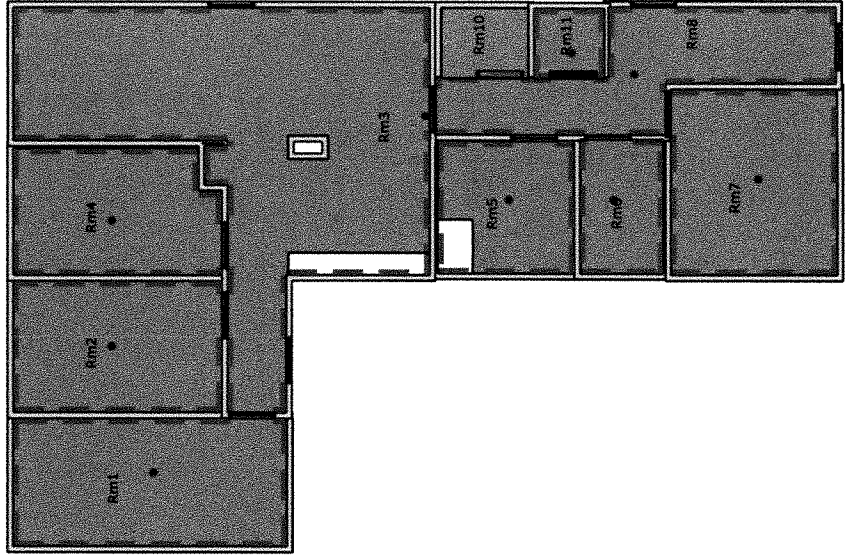
TERMS AND CONDITIONS








PROJECT: Rancho Adobe Station 3

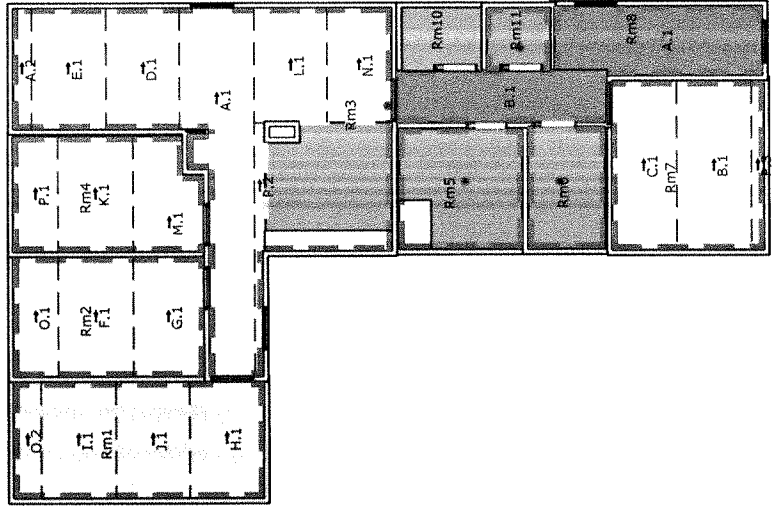
Date: **28-Jan-26**

1. When accepted by the owner, or owners representative (OWNER) All County Flooring will furnish material specified in accordance with Proposal details.
2. No extra or change-order work shall be performed without prior written authorization of the OWNER. All accepted change order documents shall be incorporated in, and become part of the original proposal and these terms and conditions
3. Execution of work. This contract is based on being completed during normal working hours (7AM to 3:30PM). Evening, Weekend, Holiday and Overtime hours will be added to the cost of this proposal unless expressly included in the original proposal project scope.
4. Unless specified in the written project scope, this does not include cleaning of debris left by previous building trades and structural repairs to subfloors, underlayments or walls
5. Furniture moving if specified does not include handling of OWNER'S or building occupants personal items or work items. Computers and electronic equipment will be disconnected / re-connected by OWNER. Shelving or other furnishings anchored to the structure will be left in place and installed up to. Open shelving, laden with heavy objects may not be able to be moved.
6. Owner will provide clear and continuous access to the job site for the entire time work is scheduled. OWNER'S electricity, toilet and water are to be made available to All County Floorings use during the process of the work at no cost to All County Flooring. OWNER agrees to provide secure storage for all materials delivered to the job site.
7. This contract is based on the use of existing access to the contract area. All County Flooring will use normal care and procedure in moving material through finished area.
8. "Standard prep" means (minimal scraping of substrate, skim coat of small uneven areas, fill small holes or indentions if needed). Any old floor patch (Fixall/Vitex) required to be removed from existing floor is not included as well as any unseen sheet vinyl or tiles below existing carpet, asbestos or otherwise.
9. All County Flooring will furnish all necessary licenses and insurance required for our trade.
10. Payment Terms. Unless otherwise stated, progress and final payments are due 30 days from invoice.
11. In event of none payment for all or part of the amount due for services rendered, All County Flooring shall be entitled to recover from OWNER all reasonable attorney's fees and cost of collection and suit incurred.
12. Delays. All County Flooring is not responsible for delays caused by delivery of materials, weather, or other conditions beyond our control.
13. All labor and materials provided by All County Flooring for work covered by this proposal is guaranteed against defects for a period of one (1) year from substantial completion unless otherwise stated. No guarantee will be given for pre-existing subfloor conditions, and/or cracking, crazing, discoloration, adhesive failure or other damage to new flooring due to building movement, subfloor failure, excessive moisture or alkali in concrete subfloor, or damage thru improper maintenance, misuse or accident.
14. Manufacture's warranties and maintenance information will be provided following receipt of final payment. No warranty of any kind shall apply if final payment is not received in accordance with the terms of the contract.
15. All work will be preformed in accordance to standard building practices and standards for the particular trade involved in this local area, "Zero defect" work is not implied by any warranty involved or promised.
16. This entire proposal and notice to proceed MUST be included in and become part of the master contract between All County Flooring and project OWNER / General Contractor or agent
17. This agreement constitutes the entire understanding between the parties hereto and no collateral agreement shall be binding unless in writing.

-  **NO FLOORING BY ACF**
-  **Tarkett 4" Rubber Base- TBD**
-  **Tarkett ID Latitude LVT - TBD**
-  **Underslung Reducer**



-  Abrasive Action RS
-  Carpet - Net
-  CPT - Res Transitions
-  NO FLOORING BY ACF
-  Powerbond #1
-  Tarkett 4" Rubber Base- TBD
-  Tarkett ID Latitude LVT - TBD





CA Lic# 1114001 DOSH# 1290

250 Colgan Ave. Santa Rosa, CA 95404

Office: 707.200.8011

March 13, 2026

Proposal Written For:

Rancho Adobe Fire Department

Att: Herb Wandel

PROPOSED PROJECT LOCATION:

99 Liberty Rd, Petaluma, CA 94952

This proposal is the property of All County Abatement and has been prepared exclusively for Rancho Adobe Fire Department . This proposal in its entirety is not to be copied, reproduced, or revealed to a third party without the express written consent of All County Abatement.

All County Abatement hereby proposes to furnish and provide the labor and materials, necessary for the removal and disposal.

Includes Prevailing Wages

Scope of Work:

Tile & Mastic Floor Abatement (\$4,116.61):

Entry/Hallway Janitor Closet:

- Set up of critical barriers including doors, windows and ventilation system.
- Apply splash card containments in walls.
- Install zipper door entry with decontamination rooms.
- Engineering controls using Hepa 700 to generate negative air pressure during removal of asbestos.
- Remove and dispose of 12x12 tiles and associated Mastic. Approx 22 SF
- Detail clean, Hepa vacuum and encapsulate.

Kitchen:

- Set up of critical barriers including doors, windows and ventilation system.
- Cover all cabinets throughout kitchen.
- Apply splash card containments in walls.
- Install zipper door entry with decontamination rooms.
- Engineering controls using Hepa 700 to generate negative air pressure during removal of asbestos.
- Remove and dispose of 12x12 tiles and associated Mastic. Approx 100 SF
- Detail clean, Hepa vacuum and encapsulate.

Alternate 1: Non-Haz Floor Removal (\$4,891.48):

Hallway/Entry

- Set up an air scrubber for dust control
- Remove all Non-Haz 12x12 tiles down to concrete slab. Approx 143 SF
- Detail and clean areas , Hepa vacuum and wipe down.

Woman's and Man's Bathroom:

- Set up an air scrubber for dust control

- Remove all Non-Haz 12x12 tiles down to concrete slab. Approx 146 SF
- Detail and clean areas , Hepa vacuum and wipe down.

All County Abatement proposes to provide the above referenced services for the lump sum price of **Four Thousand One hundred & Sixteen Dollars, Sixty One Cents(\$4,116.61)**. The pricing contained in this proposal is good for fifteen (15) days.

Note: The contract allowance for the hazardous materials' unforeseen conditions are not included in our price.

Billing: Billing submitted upon progressive completion of services.

Payment: Payment is due and payable immediately upon completion of work.

This proposal submitted by All County Abatement is based upon continuous workdays without interruption. Working days are Monday through Friday and normal night work hours. If the project requires phasing or creates a situation for All County Abatement to mobilize more than one time, this shall constitute a change in contract and will be cause for a change order.

Schedule: TBD

Owners to Provide / Perform the Following:

- Water and power to work areas during the project.
- Utility shut-off to work area, if required.
- Staging area for disposal containers, equipment, and supplies.
- Sanitary facilities.

Bid Exclusions:

- Any resurfacing or floating of surface after scrape and removal of existing flooring or popcorn ceiling.
- Installation of anti-fracture.
- Installation of water membrane and or water barrier.

- Not responsible for removing fixtures, furniture, books and any other miscellaneous items from work area. Work area must be vacant prior to initiation of work activities.
- Not responsible for reinstallation of fixtures/doors.
- Not responsible for electrical, plumbing, HVAC or any incidental related work.
- Not responsible for any additional quantities or types of material outside our scope of work.
- Not responsible for costs or conditions, including delay caused by others and beyond our control.
- Not responsible for added work caused by hidden obstruction, caused by floors, walls, slabs, or ceilings.
- Not responsible for the re-application or reinstallation of any material after removal is completed.
- The removal will take place in visible and exposed areas only.
- Any additional insurance requirements and beyond our existing coverage not included, including waiver of subrogation for workers' compensation policy and / or bonding.
- Any notification fees or clearance tests are not included.

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, PO BOX 2600 SACRAMENTO, CA 95826

All County Abatement looks forward to completing this project. If you have any questions regarding this proposal or other environmental issues, please do not hesitate to contact our office at any time.

Submitted by: _____ Date _____
 Carlos Sanchez
 Partner

The above prices and conditions are satisfactory and are hereby accepted.

Signature

Company

Print Name / Title

Date

**GRATON CASINO
MOU FOR FIRE AND
EMERGENCY
SERVICES
MITIGATION**



Rancho Adobe Fire District

Staff Report

Date: April 15, 2026

Topic: Approval of Memorandum of Understanding with County of Sonoma for Distribution of Graton Casino Fire and Emergency Services Mitigation Funding

Recommendation:

Approve the Memorandum of Understanding (MOU) between the Rancho Adobe Fire District and the County of Sonoma establishing the distribution of mitigation funds associated with fire and emergency service impacts generated by the Graton Resort & Casino for Fiscal Year 2025–26, and authorize the Fire Chief to execute the agreement and any authorized extensions.

Executive Summary:

The County of Sonoma has prepared a draft Memorandum of Understanding governing the annual distribution of mitigation funding provided in recognition of fire protection and emergency medical service impacts associated with operations at the Graton Resort & Casino.

The proposed agreement continues the existing funding allocation totaling **\$1,551,025**, of which **\$100,000** is allocated to the Rancho Adobe Fire District. The agreement term is July 1, 2025, through June 30, 2026, with the option for the County to extend the agreement for up to two additional one-year terms.

Approval of this agreement ensures continued reimbursement to offset operational readiness, emergency response demand, and service impacts related to casino operations.

Background:

The Graton Resort & Casino generates regional fire protection, emergency medical response, prevention, and operational readiness impacts requiring sustained public safety resources. To address these impacts, mitigation funding has historically been distributed by the County of Sonoma to affected fire and public safety agencies.

The current allocation model recognizes response demand, operational responsibility, and service delivery impacts within the service areas surrounding the casino.

The proposed MOU continues the established funding structure and formalizes distribution terms for Fiscal Year 2025–26.

Proposed Funding Allocation:

For Fiscal Year 2025–26, mitigation funding totaling **\$1,551,025** would be distributed as follows:

- **Sonoma County Fire District:** \$1,351,025
- **Rancho Adobe Fire Protection District:** \$100,000
- **Rohnert Park Department of Public Safety:** \$100,000

Agreement Term:

- Initial Term: **July 1, 2025 – June 30, 2026**
- County option to extend for **up to two additional one-year terms**

If extended:

- Rancho Adobe Fire Protection District and Rohnert Park Department of Public Safety payments remain unchanged.
- Sonoma County Fire District funding will be adjusted annually based on the **Consumer Price Index (CPI)**.

Consolidation Provision:

The draft MOU includes language addressing future agency consolidation. Should Rancho Adobe Fire Protection District consolidate into Sonoma County Fire District, the mitigation payment otherwise allocated to Rancho Adobe will transfer to Sonoma County Fire District beginning with the next quarterly payment following consolidation.

This provision ensures continuity of mitigation funding aligned with operational responsibility and service delivery.

Financial Impact:

Approval of the MOU provides **\$100,000** in mitigation revenue to the Rancho Adobe Fire District for FY 2025–26.

Options:

1. **Approve the MOU (Recommended).**
Ensures continued mitigation funding and regional coordination.
2. **Decline Approval.**
Would result in loss of mitigation funding intended to offset fire and emergency service impacts.

Approved by:



Jeff Veliquette
Fire Chief

Attachments: Draft Memorandum of Understanding – Graton Casino Mitigation Funding Distribution

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SONOMA, SONOMA COUNTY
FIRE DISTRICT, RANCHO ADOBE FIRE PROTECTION DISTRICT, AND ROHNERT PARK
DEPARTMENT OF PUBLIC SAFETY FOR MITIGATION OF FIRE AND EMERGENCY SERVICE IMPACTS
ASSOCIATED WITH THE GRATON CASINO

THIS AGREEMENT is made and entered into on [DATE], by and between the COUNTY OF SONOMA (hereinafter COUNTY) and SONOMA COUNTY FIRE DISTRICT (hereinafter SONOMA COUNTY FIRE), RANCHO ADOBE FIRE PROTECTION DISTRICT (hereinafter RANCHO ADOBE FIRE), AND ROHNERT PARK DEPARTMENT OF PUBLIC SAFETY (hereinafter ROHNERT PARK DPS) (collectively DISTRICTS and individually DISTRICT). COUNTY and DISTRICTS are collectively referred to as Parties.

RECITALS

WHEREAS, the COUNTY and the DISTRICTS have a mutual interest in effective fire and emergency services to serve the residents of Sonoma County and the visitors to Sonoma County; and,

WHEREAS, in 2012, the State of California (State) and the Federated Indians of Graton Rancheria (Tribe) entered into a negotiated Tribal-State Compact, as subsequently amended in 2017, with the purpose of fostering a mutually respectful government to government relationship, implementing a means of regulating Class III Gaming (Gaming) at the Graton Resort and Casino (Gaming Facility) to ensure a fair and honest operation while protecting the interests of the Tribe, the State, its citizens and local communities and accordingly created the Graton Mitigation Fund; and,

WHEREAS, also in 2012, the COUNTY and the Tribe entered into a negotiated Intergovernmental Mitigation Agreement (IMA) as required by the Tribal-State Compact, and as subsequently amended in 2019, which set forth reoccurring mitigation payments from the Tribe to the COUNTY for payment to Fire Districts for the provision of fire and emergency services to the Gaming Facility; and,

WHEREAS, the IMA defined "Fire Districts" to be the Sonoma County Central Fire Authority (which subsequently dissolved and is now known as the Sonoma County Fire District as a result of fire reorganizations), the Rancho Adobe Fire Protection District, the City of Rohnert Park Department of Public Safety, and the County fire services; and,

WHEREAS, the DISTRICTS agreed upon a split of the Graton Mitigation Fund distribution amounts, which were most recently memorialized in County Resolution 20-0249 for Fiscal Years 2020-2021 to 2024-2025; and,

WHEREAS, in 2023, the State and the Tribe entered into a restated Tribal-State Compact to allow the Tribe to increase the number of Gaming devices within the Gaming Facility, and which

required the Tribe to distribute at least 2% of its net win, as that term is defined therein, to neighboring jurisdictions to mitigate impacts resulting from the Gaming Facility; and,

WHEREAS, also in 2023, the COUNTY and Tribe entered into an amended and restated IMA (Restated IMA) with the commitment to continue their efforts to maintain a respectful, long-term government-to-government relationship and continue with the mitigation payments, including for fire and emergency services, to the Gaming Facility; and,

WHEREAS, on May 31, 2024, the COUNTY Board of Supervisors accepted staff's recommendation on the allocation of the Tribe's mitigation funds paid to COUNTY, which recommended an allocation of \$1,504,186 for fire and emergency services to the Gaming Facility, beginning with FY 24/25 and authorizing this allocation distribution to be utilized for future revenue received under the Restated IMA, inclusive of adjustments based on the applicable consumer price index; and,

WHEREAS, the COUNTY is desirous to continue to mitigate the impacts of fire and emergency services to the Gaming Facility, and is committed to allocating funds from the Tribe's mitigation payments to do so, for the duration of this MOU; and

WHEREAS, the DISTRICTS are ready, willing, and able to continue to perform fire and emergency services to the Gaming Facility as herein provided to be performed.

NOW, THEREFORE, IT IS AGREED by and between the PARTIES hereto as follows:

1. During the fiscal year July 1, 2025 to June 30, 2026, COUNTY shall pay to DISTRICTS the total sum of **\$1,551,025** (Total Mitigation Payment), of which the following will be paid to each DISTRICT (Mitigation Payments):
 - a. RANCHO ADOBE FIRE: \$100,000
 - b. ROHNERT PARK DPS: \$100,000
 - c. SONOMA COUNTY FIRE: \$1,351,025
2. Mitigation Payments shall be made to each DISTRICT in equal quarterly installments. COUNTY will use reasonable efforts to pay each Mitigation Payment within 10 business days of receipt of the relevant quarterly payment by Tribe to COUNTY under the Restated IMA, but no late penalties will be imposed on COUNTY if the Mitigation Payment is not made within 10 business days. Mitigation Payments to each DISTRICT are contingent upon the COUNTY's receipt of full mitigation payments from the Tribe.
3. The term of this Agreement is from the July 1, 2025 through June 30, 2027. In FY 26-27, payments to RANCHO ADOBE FIRE and ROHNERT PARK DPS will remain as specified in Paragraph 1; payments to SONOMA COUNTY FIRE will increase by Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose area, consistent with the Restated IMA, as applied to the Total Mitigation Payment.

4. If RANCHO ADOBE FIRE is consolidated into SONOMA COUNTY FIRE, the Mitigation Payment otherwise owed to RANCHO ADOBE FIRE will be paid to SONOMA COUNTY FIRE beginning with the next quarterly payment due following consolidation.
5. DISTRICTS will use Mitigation Payments solely for mitigation of fire and emergency services impacts related to the Gaming Facility.
6. DISTRICTS agree to keep complete books and records on expenditures made with Mitigation Payments, and to make available and submit to audit by COUNTY all of DISTRICT'S books, records, and financial statements as they relate to the Mitigation Payments upon COUNTY'S request. DISTRICT shall return to COUNTY any Mitigation Payments that are deemed to not have been used to mitigate fire and emergency service related to the Gaming Facility within 10 business days of such determination by COUNTY in its sole discretion.
7. Indemnification:
 - a. DISTRICT agrees to accept all responsibility for loss or damage to any person or entity, including COUNTY, and to indemnify, hold harmless, and release COUNTY, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including DISTRICT, that arise out of, pertain to, or related to DISTRICT's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. DISTRICT's obligations under this Section apply whether or not there is concurrent negligence on COUNTY's part, but to the extent required by law, excluding liability due to COUNTY's conduct. COUNTY shall have the right to select its legal counsel at DISTRICT's expense, subject to DISTRICT's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for DISTRICT or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnification survives past the term of this Agreement.
8. Non-Discrimination: DISTRICT shall comply with all applicable federal, state and local laws, rules and regulations in regard to non-discrimination in employment because of race, ancestry, color, sex, age, national origin, religion, marital status, medical condition, or handicap, including the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection.
9. Assignment/Delegation: DISTRICT shall not assign, sublet, transfer or delegate any interest in or duty under this agreement without written consent of COUNTY, and no assignment shall be of any force or effect whatsoever unless and until so consented.

10. Merger: This writing is intended both as the final expression of the agreement between the PARTIES hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to C.C.P. Section 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both PARTIES.
11. Termination: At any time, with cause, COUNTY shall have the right in its sole discretion, to terminate this Agreement by giving written notice to DISTRICT. In the event of such termination, COUNTY shall pay DISTRICT for services rendered satisfactorily and in good faith to such date in an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by DISTRICT bear to the total services otherwise required to be performed for such total fee; provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by COUNTY by virtue of the breach of the Agreement by DISTRICT.
12. Conflict of Interest: DISTRICT covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance of its services hereunder. DISTRICT further covenants that in the performance of this contract no person having any such interest shall be employed.
13. Statutory Compliance: DISTRICT agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, DISTRICT expressly acknowledges that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
14. AIDS Discrimination: DISTRICT agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
15. No Third Party Beneficiaries: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
16. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal

force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SONOMA, SONOMA COUNTY
FIRE DISTRICT, RANCHO ADOBE FIRE PROTECTION DISTRICT, AND ROHNERT PARK
DEPARTMENT OF PUBLIC SAFETY FOR MITIGATION OF FIRE AND EMERGENCY SERVICE IMPACTS
ASSOCIATED WITH THE GRATON CASINO

COUNTY OF SONOMA

DATE: _____

County Executive, or designee,
authorized by the Chair, Board of Supervisors

SONOMA COUNTY FIRE DISTRICT

DATE: _____

Name

Signature

Title

RANCHO ADOBE FIRE PROTECTION DISTRICT

DATE: _____

Name

Signature

Title

ROHNERT PARK DEPARTMENT OF PUBLIC SAFETY

DATE: _____

Name

Signature

Title

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required the Tribe to distribute at least 2% of its net win, as that term is defined therein, to neighboring jurisdictions to mitigate impacts resulting from the Gaming Facility; and,

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WHEREAS, the COUNTY is desirous to continue to mitigate the impacts of fire and emergency services to the Gaming Facility, and is committed to allocating funds from the Tribe's mitigation payments to do so, for the duration of this MOU; and

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Deleted: 6
Deleted: The County, at its sole discretion, by and through its County Executive Officer, may extend up to two times by one year each. County will notify the DISTRICTS at least 60 days prior to expiration of its intent to exercise its option to extend the Agreement. If the Agreement is extended

4. If RANCHO ADOBE FIRE is consolidated into SONOMA COUNTY FIRE, the Mitigation Payment otherwise owed to RANCHO ADOBE FIRE will be paid to SONOMA COUNTY FIRE beginning with the next quarterly payment due following consolidation.
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7. Indemnification:
 - a. DISTRICT agrees to accept all responsibility for loss or damage to any person or entity, including COUNTY, and to indemnify, hold harmless, and release COUNTY, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including DISTRICT, that arise out of, pertain to, or related to DISTRICT's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. DISTRICT's obligations under this Section apply whether or not there is concurrent negligence on COUNTY's part, but to the extent required by law, excluding liability due to COUNTY's conduct. COUNTY shall have the right to select its legal counsel at DISTRICT's expense, subject to DISTRICT's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for DISTRICT or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnification survives past the term of this Agreement.
8. Non-Discrimination: DISTRICT shall comply with all applicable federal, state and local laws, rules and regulations in regard to non-discrimination in employment because of race, ancestry, color, sex, age, national origin, religion, marital status, medical condition, or handicap, including the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection.
9. Assignment/Delegation: DISTRICT shall not assign, sublet, transfer or delegate any interest in or duty under this agreement without written consent of COUNTY, and no assignment shall be of any force or effect whatsoever unless and until so consented.

10. Merger: This writing is intended both as the final expression of the agreement between the PARTIES hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to C.C.P. Section 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both PARTIES.

11. Termination: At any time, with cause, COUNTY shall have the right in its sole discretion, to terminate this Agreement by giving written notice to DISTRICT. In the event of such termination, COUNTY shall pay DISTRICT for services rendered satisfactorily and in good faith to such date in an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by DISTRICT bear to the total services otherwise required to be performed for such total fee; provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by COUNTY by virtue of the breach of the Agreement by DISTRICT.

12. Conflict of Interest: DISTRICT covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance of its services hereunder. DISTRICT further covenants that in the performance of this contract no person having any such interest shall be employed.

13. Statutory Compliance: DISTRICT agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, DISTRICT expressly acknowledges that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

14. AIDS Discrimination: DISTRICT agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

15. No Third Party Beneficiaries: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

16. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal

Deleted: or without

force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed

COUNTY OF SONOMA

DATE: _____

County Executive, or designee,
authorized by the Chair, Board of Supervisors

SONOMA COUNTY FIRE DISTRICT

DATE: _____

Name

Signature

Title

RANCHO ADOBE FIRE PROTECTION DISTRICT

DATE: _____

Name

Signature

Title

ROHNERT PARK DEPARTMENT OF PUBLIC SAFETY

85

DATE: _____

Name

Signature

Title