

**ADDENDUM TO MASTER MOU
BETWEEN CALIFORNIA FIRE CHIEFS ASSOCIATION AND SONOMA COUNTY
FIRE CHIEFS ASSOCIATION, A PARTICIPATING AGENCY**

This Addendum to Master MOU (“Addendum”) is hereby entered into this ____ day of February 2019 (“Effective Date”) between the California Fire Chiefs Association (“Association”) and the Sonoma County Fire Chiefs Association, a member agency of the Association (hereafter, “Participating Agency”). The Association and Participating Agency may be referred to herein as “Party” and collectively as “Parties.”

The Parties hereby mutually agree as follows:

- A. The Association and the Participating Agency desire to enter into this Addendum in full agreement with the terms and conditions of the Master MOU dated February ____, 2019, incorporated and made a part of this Addendum. The Participating Agency agrees to the Association’s Representation, as outlined and agreed to in the Master MOU.
- B. The Participating Agency hereby agrees to contribute to the Association’s Representation under the Master MOU in the following ways:
 - a. Participating Agency shall provide one lump sum payment to the Association in the amount of \$20,000.00 (“Contribution”), in furtherance of the Association’s Representation under the Master MOU, subject to the limitations set forth below.
 - b. The Participating Agency’s Contribution shall be used to fund only the following matters under the Master MOU:
 - i. The Association’s development of strategies and effective legal challenges to the EMS Authority’s development, use and implementation of Underground Regulations, as set forth in Section 1(b) of the Master MOU, including the Association’s pursuit of litigation as it relates to these matters;
 - ii. Researching, analyzing, drafting and developing a legal opinion, consistent with Section 1(c) of the Master MOU, on the effect of *City of Lomita v. County of Los Angeles*, (1983) 148 Cal.App.3d 671 (Lomita I); and *City of Lomita v. Superior Court*, (1986) 186 Cal.App.3d 479 (Lomita II), as those cases pertain to Sonoma County; and
 - iii. Funding the Association’s hiring and use of AP Triton Consulting regarding the Sonoma County EMS Ordinance, consistent with Section 1(c) and Section 4(a) of the Master MOU.
 - c. The Participating Agency’s Contribution shall be used to fund the matters set forth above, in the amounts and as determined necessary in the Association’s discretion. The Association shall provide monthly invoices to the Participating Agency, reflecting the cost of the Association’s Representation and use of the Contribution funds to date.

- d. Participating Agency understands and agrees that the total Contribution may be insufficient to cover the full amount of the costs of the Association's Representation, and thus may not result in a final resolution of the matters identified in subsection (b) above. The Association is not bound to continue providing services or work product to the Participating Agency under this Addendum once the Contribution funds have been expended.

- C. The Participating Agency shall become a Participating Agency under the Master MOU upon execution of this Addendum, and shall remain a Participating Agency unless the Master MOU is terminated, or the Participating Agency terminates this Addendum in accordance with the terms of this Addendum and the Master MOU.

- D. Notices: All notices to be given under the Master MOU or this Addendum shall be provided in writing by certified mail, postage prepaid, as listed below or otherwise notified by the Party:

If to the Association:
 California Fire Chiefs Association
 Attn: Executive Director
 1851 Heritage Lane, Suite 138
 Sacramento, CA 95815

If to the Participating Agency:
 [INSERT]

In witness whereof, the Parties hereby agree to the Master MOU and execute this Addendum as of the Effective Date set forth above and signed below:

 Tracey Hansen, Executive Director
 California Fire Chiefs Association

 [Name, Title]
 Sonoma County Fire Chiefs Association