

**PROPERTY TAX ALLOCATION BETWEEN THE  
NORTHERN SONOMA COUNTY FIRE PROTECTION DISTRICT  
AND THE COUNTY OF SONOMA FOR THE REORGANIZATION OF FIRE  
DISTRICTS IN THE NORTHERN PORTION OF SONOMA COUNTY**

This Property Tax Allocation Agreement (“Agreement”) is entered into and effective \_\_\_\_\_, 202\_\_, between the Northern Sonoma County Fire Protection District (“the District”), a fire district organized and operated pursuant to the Fire Protection District Law of 1987, and the County of Sonoma (“the County”), a political subdivision of the State of California, with respect to the following Recitals, which are incorporated as a substantive part of this Agreement.

**RECITALS**

**WHEREAS**, the Board of Directors of the District and the County Board of Supervisors (collectively referred to as “the Parties”), desire to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with section 56000 of the California Government Code, with the Local Agency Formation Commission of the County of Sonoma (“Sonoma LAFCO”) for the Reorganization of the Geysers area of Incident Response Plan (“IRP”) 61, IRP area 63 (Fitch Mountain area), and Fire Services area 64 (Dry Creek/Sotoyome area) (collectively referred to as the “Subject Territory”), located within County Service Area No. 40 (“CSA-40”) in the unincorporated area of the County and which boundaries are described and depicted in Exhibit “A”; and

**WHEREAS**, the Parties provide fire suppression, prevention, rescue, emergency medical services, hazardous material emergency response, and other services relating to the protection of lives and property (“Fire Protection Services”); and

**WHEREAS**, Fire Protection Services for the Subject Territory which is located within CSA-40 are a part of the services provided under the authority of the Board of Supervisors; and

**WHEREAS**, a portion of property tax revenues allocated by law in CSA-40 for fire protection has supported Fire Protection Services for the Subject Territory; and

**WHEREAS**, the Parties agree to approve and adopt a Concurrent Resolution jointly requesting Sonoma LAFCO to approve the proposed Reorganization of the Subject Territory as set forth in this agreement within 60 days after the execution of this Agreement; and

**WHEREAS**, the District will submit to Sonoma County LAFCO its application for Reorganization consisting of the detachment of the Subject Territory from CSA-40 and subsequent annexation of the Subject Territory to the Northern Sonoma County Fire Protection District within 120 days of the execution of this Agreement; and

**WHEREAS**, should the Reorganization be approved, the District and the County are desirous of facilitating successful Fire Protection Services in the Subject Territory by entering into this Agreement under section 99 of the Revenue and Taxation Code to permanently

reallocate to the District the real property tax revenue derived from the Subject Territory that is now allocated for fire protection to CSA-40; and

**WHEREAS**, over the past five years, Sonoma County has been ravaged by an unprecedented series of destructive wildfires which burned more than 277,000 acres of land and destroyed more than 8,250 structures; and

**WHEREAS**, these catastrophic wildfires have strained the resources of all fire districts and emergency responders throughout Sonoma County and have highlighted the need for consolidation of many of the smaller districts to more effectively and efficiently provide sustainable fire protection services countywide; and

**WHEREAS**, climate change and a prolonged drought are only expected to exacerbate the wildfires in Sonoma County; and

**WHEREAS**, on August 14, 2018, the County Board of Supervisors directed the Fire Services Ad Hoc Committee to work on the implementation of the Fire Services Deployment Plan in order to improve fire services in Sonoma County; and

**WHEREAS**, on March 19, 2019, the County approved an annual payment of \$275,000 for enhanced services funding to the District (the “Enhanced Services Payment”) to provide additional staffing to the District, and the County and the District entered into an agreement by and between the Geyserville Fire Protection District and the County of Sonoma for the Purposes of Providing Enhanced Services Funding for 2.0 Staffing dated May 14, 2019 (the “Enhanced Services Agreement”); and

**WHEREAS**, the Enhanced Services Agreement was subsequently amended by a First Amendment dated June 8, 2021, which extended the County’s obligation to provide annual payments through June 30, 2023; and

**WHEREAS**, the Parties mutually desire to modify the Enhanced Services Agreement to provide for the termination of the Enhanced Services Payment upon the Reorganization; and

**WHEREAS**, the County desires to facilitate the Reorganization of the Subject Territory into the District to provide more effective and efficient fires services; and

**WHEREAS**, the County desires to wind down CSA-40, and in so doing, must provide cash flow revenue to the area serviced by CSA-40 to pay for the costs associated with the winding down and any outstanding obligations that may arise; and

**WHEREAS**, the County Board of Supervisors finds that it is in the best interests of the residents of Sonoma County to support the Reorganization of the Subject Territory into the District ; and

**WHEREAS**, this Agreement is only intended to specifically implement the proposed Reorganization of the Subject Territory into the District.

NOW, THEREFORE, the parties agree as follows:

## AGREEMENT

1. Effect of Recitals. The foregoing Recitals are incorporated into and are a part of this Agreement.

2. Definitions. For purposes of this Agreement, except as otherwise provided or unless the context otherwise requires:

(a) “Reorganization” means the detachment of the Subject Territory (the Geysers Area of IRP 61, IRP area 63, and Fire Services area 64) from County Service Area No. 40 (CSA-40) and annexation of that territory into the District.

(b) “ACTTC” means the Sonoma County Auditor-Controller Treasurer-Tax Collector.

(c) “Property Tax Assessed Values” means the taxable assessed values including homeowner’s exemptions and excluding Aircraft as presented in the State Board of Equalization Final Utility Roll and the County Assessor’s Certified Roll.

(d) “Effective Date” means the date of recordation of the LAFCO Executive Officer’s Certificate of Completion for the Reorganization.

(e) “Subject Territory” means: Geysers Area of IRP 61, IRP area 63 (Fitch Mountain area), and Fire Services area 64 (Dry Creek/Sotoyome area), all located within CSA-40. The Subject Territory is estimated to encompass approximately 160 square miles and is further described and depicted on Exhibit A.

(f) “Geysers Area of IRP 61” includes Tax Rate Areas 051-003, 065-001 and 087-001 in their entirety, which currently represents approximately 98% of the Property Tax Assessed Values in IRP 61.

(g) “Termination of Payments Date” means the date exactly five years after the Effective Date.

3. Allocation and Payment of Property Taxes. As soon as permitted by state law after the Effective Date, including, but not limited to, Government Code Section 54900 et. seq., Government Code Section 57204, and Revenue and Taxation Code Section 99, all of the property tax revenues of the Subject Territory currently allocated to CSA-40 for Fire Protection Services shall be permanently reallocated and transferred to the District, subject to the following:

(a) The Parties agree that the ACTTC shall make any adjustments to the gross allocations of property tax revenue to CSA-40 required by all applicable state law, which may cause the amount of the property tax revenue to be allocated to the District to be different from that previously allocated to CSA-40. These adjustments include, but are not limited to, applicable Educational Revenue Augmentation Fund (“ERAF”) shift calculations or allocations, or any changes to withholdings the ACTTC may apply to property tax administration or property tax appeals. The ERAF shift computation will be based on the original ERAF factor(s)

for fire services in the Subject Territory prior to the creation of CSA-40. Once the annexation is enrolled in the AB 8 allocation, the ERAF shift will be adjusted by the District's annual AB 8 allocation growth factor in accordance with Revenue and Taxation Code Section 97.4(a). Property tax allocations to the District will be processed in December and April based on actual collections to-date. In July, a fiscal year true-up allocation will be processed to include any subsequent collections and the Teeter buyout of delinquent secured taxes. In Fiscal Year (FY) 2020-21, the Subject Territory generated for CSA-40 \$804,617 from the Geysers Area of IRP 61, \$13,540 from the Non-Geysers Area of IRP 61, \$202,568 from IRP 63, and \$419,985 from Fire Services Area 64 for a total of \$1,440,710 in current year secured property taxes to CSA-40 for fire services.

(b) The Parties acknowledge and agree that the special taxes levied by the Dry Creek Community Facilities District #5 (CFD #5), whose boundaries are conterminous with the boundaries of the territory served by the Dry Creek/Sotoyome Volunteer Fire Company within the Subject Territory, shall all be transferred to the District, subject to applicable state law and this Agreement. For FY 2020-21, CFD #5 generated approximately \$109,655 in special taxes. The Parties further acknowledge and agree that all authority over CFD #5 shall be transferred to the District as of the Effective Date and that the District shall receive all of the special taxes collected by CFD #5 for the fiscal year in which the Effective Date occurs.

(c) Notwithstanding the reallocation of property taxes set forth above, the District acknowledges and agrees that the County shall receive an annual payment ("Payment") from the property tax generated by the Geysers Area of IRP area 61 for a period of five (5) years from the Effective Date to the Termination of Payments Date. Each fiscal year in which a Payment is due, the Payment shall be 29.8947% of the secured property tax estimate for the Geysers Area of IRP 61 for fire services (currently allocated to CSA-40) for that fiscal year based on annual certified values. For FY 2020-21 the secured property tax estimate for the Geysers Area of IRP 61 for fire services allocated to CSA-40 based on annual certified values was \$804,617. Each fiscal year in which a Payment is to be made, half of the Payment shall be taken from the District's property tax remittance in December and transferred to the County and half of the Payment shall be taken from the District's property tax remittance in April and transferred to the County. After the Termination of Payments Date, no further Payments shall be made.

(d) The Parties acknowledge and agree that any tangible assets of the annexed territory shall remain with the annexed territory and not revert back to the County.

#### 4. Transfer of Property Taxes in Interim Period.

Unless the Effective Date coincides with the end of the fiscal year, for the fiscal year in which Effective Date occurs, the ACTTC shall, based on the percentage of the fiscal year occurring before and after the Effective Date, prorate the property taxes allocated to the District from the Subject Area and prorate the Payment; and for the fiscal year in which the Termination of Payments Date occurs the ACTTC shall prorate the Payment based on the percentage of the fiscal year occurring before the Termination of Payments Date. If the Effective Date occurs after the December tax remittance, but before the April tax remittance, then any Payment shall be taken in its entirety from the April tax remittance to the District. If the Effective Date is after the April tax remittance, then the Payment shall be taken from any subsequent tax remittances to the District until satisfied. Any Payment due following the Termination of Payments Date shall be taken from the next tax remittance to the District.

For example only, if the Effective Date is October 8, 2022, which is the 100<sup>th</sup> day of the 2022-23 fiscal year, then for the 2022-23 fiscal year the County, through CSA-40, would receive 27.4% (100/365) of the property tax revenues of the Subject Territory and the District would receive 72.6% (265/365), and under subparagraph 3(c) the Payment to the County would be 72.6% of the Payment as calculated for FY 2022-23. The Termination of Payments Date would be October 8, 2027, and for FY 2027-28, under subparagraph 3(c) the Payment to the County would be 27.4% of the Payment as calculated for FY 2027-28.

5. Annual Revenue Sharing Payment. [INTENTIONALLY OMITTED].

6. Local Debt Limit. Should a court determine that the payments under Paragraphs 3 or 4 constitute County-issued debt made in violation of California Constitution Article XVI, section 18, then the Parties agree that such payments are made in satisfaction of their obligations under Revenue and Taxation Code Section 99. The payments will remain as an annual lump sum payment made separately from the ACTTC's AB 8 allocation process.

7. Accounting. The designated representatives of the County and the District shall have the right to audit any records and supporting documentation pertaining to the performance of this Agreement. The County and the District shall maintain such records for a minimum of four (4) years from the Effective Date and to allow access to such records during normal business hours.

8. Termination.

(a) District Reorganization. This Agreement is contingent upon the final Reorganization. In the event the Parties do not submit a Concurrent Resolution jointly requesting Sonoma LAFCO to approve the proposed Reorganization within 60 days following the execution of this Agreement, or the application for Reorganization is denied by Sonoma LAFCO, or the application for Reorganization is not submitted within 120 days after the execution of this Agreement, the Parties agree that this Agreement shall be null and void and no transfers of revenues will occur without a new agreement to do so.

(b) Termination Due to Invalidity. Should any material portion of this Agreement be declared invalid or inoperative by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect, unless enforcement of this Agreement, as so invalidated, would be unreasonable or inequitable under all the circumstances or would frustrate the purposes of this Agreement and/or the rights and obligations of the Parties hereto.

(c) Termination Due to Change in Law. Should substantial changes occur in the statutory scheme or successor statutory schemes (whether by legislative or judicial action) governing this Agreement, including but not limited to the Government Code and Revenue and Taxation Code, which negate or frustrate the fundamental tenets of this Agreement, the parties may discuss a termination or amendment of this Agreement.

(d) Termination of Enhanced Services Payment. The Parties acknowledge and agree that the County's obligation to make the Enhanced Services Payment pursuant to the Enhanced Services Agreement shall terminate immediately upon the Effective Date, and such termination shall satisfy the requirement to renegotiate the terms of the Enhanced Services Payment Agreement set forth in Paragraph 2.1 thereof. Notwithstanding the foregoing, the termination of

the Enhanced Services Payment Agreement shall only apply prospectively, and the District shall not be required to refund any portion of the Enhanced Services Payment made by the County prior to its termination.

9. Remedies for Breach of Agreement. The parties may exercise any remedy available to them at law or in equity for a material breach by the other party, including specific performance, injunctive relief, and writ of mandate.

10. Modification/Amendment. This Agreement may be modified or amended only by a writing duly authorized and executed by the parties to this Agreement. Except as expressly provided by this Agreement, none of the revenue provisions set forth in this Agreement may be modified except by a subsequent written instrument signed by all Parties hereto, or their respective successors in interest, and approved by formal action of Sonoma LAFCO. Notwithstanding the foregoing, the Parties acknowledge and agree that the mapping boundaries of the Subject Territory may need to be modified to effectuate the intent of this agreement after execution, which only needs to be acknowledged in writing by representatives of the Parties, but must still be approved by Sonoma LAFCO.

11. Enforcement. The District and the County each acknowledge that this Agreement cannot bind or limit themselves or each other or their future governing bodies in the exercise of their discretionary legislative power except as the Agreement provides. However, each binds itself that it will insofar as is legally possible, fully carry out the intent and purposes hereof, if necessary, by administrative and ministerial action independent of that legislative power and that this Agreement may be enforced by injunction or mandate or other writ to the full extent allowed by law.

12. Integration. With respect to the subject matter hereof, this Agreement is intended to be an integrated agreement and supersedes any and all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever between the District and the County as to the subject matter of this Agreement.

13. Notice. All notices, requests, determinations, or other correspondence required or allowed by law or this Agreement to be provided by the parties shall be in writing and shall be deemed given and received when delivered to the recipient by first-class mail with return receipt requested (or an equal or better form of delivery including electronic mail with confirmation of receipt) at the following addresses:

DISTRICT

Northern Sonoma County Fire Protection District  
20975 Geyserville Avenue – P.O. Box 217  
Geyserville, CA 95441

COUNTY

County of Sonoma  
County Administrator's Office  
575 Administration Drive, Suite 104A  
Santa Rosa, CA 95403

By giving notice, either party may change its address for these purposes.

14. Third Parties. This Agreement shall not be construed as or deemed an agreement for the benefit of any third party or parties. No other person shall have any right of action based upon any provision of this Agreement.

15. Attorney's Fees and Costs. In any action to enforce the provisions of this Agreement or for breach of the Agreement, the prevailing party shall recover from the other party, in addition to any damages, injunctive, or other relief, all costs reasonably incurred at, before, and after trial or on appeal, including without limitation attorney and witness (expert and otherwise) fees, deposition costs, copying charges, and other expenses.

16. Approval. The parties represent that this Agreement was approved by their respective governing boards at a properly noticed meeting.

17. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of California. Venue for actions and proceedings between the parties related to this Agreement shall be in the Northern District of California for any federal action and, unless otherwise agreed by the parties, in Sonoma County Superior Court for state actions.

18. Agreement Mutually Drafted. Each party has participated jointly in the drafting of this Agreement, which each party acknowledges is the result of negotiations between the parties, and the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. If an ambiguity or question of intent or interpretation arises, then this Agreement will accordingly be construed as drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party to this Agreement by virtue of the authorship of any of the provisions of this Agreement. The captions, headings and table of contents contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

19. Joint Defense. In the event of a third-party challenge of any type to this Agreement, the Parties agree to jointly defend the validity and implementation of the Agreement.

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IN WITNESS WHEREOF, the parties have entered into this Agreement in Sonoma County, California.

**NORTHERN SONOMA COUNTY FIRE PROTECTION DISTRICT:**

Paul J. Bernier  
President, Board of Directors

Jan 12, 2022  
Date

**COUNTY OF SONOMA:**

\_\_\_\_\_  
Chair, Board of Supervisors


\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors                      Date

APPROVED AS TO FORM:

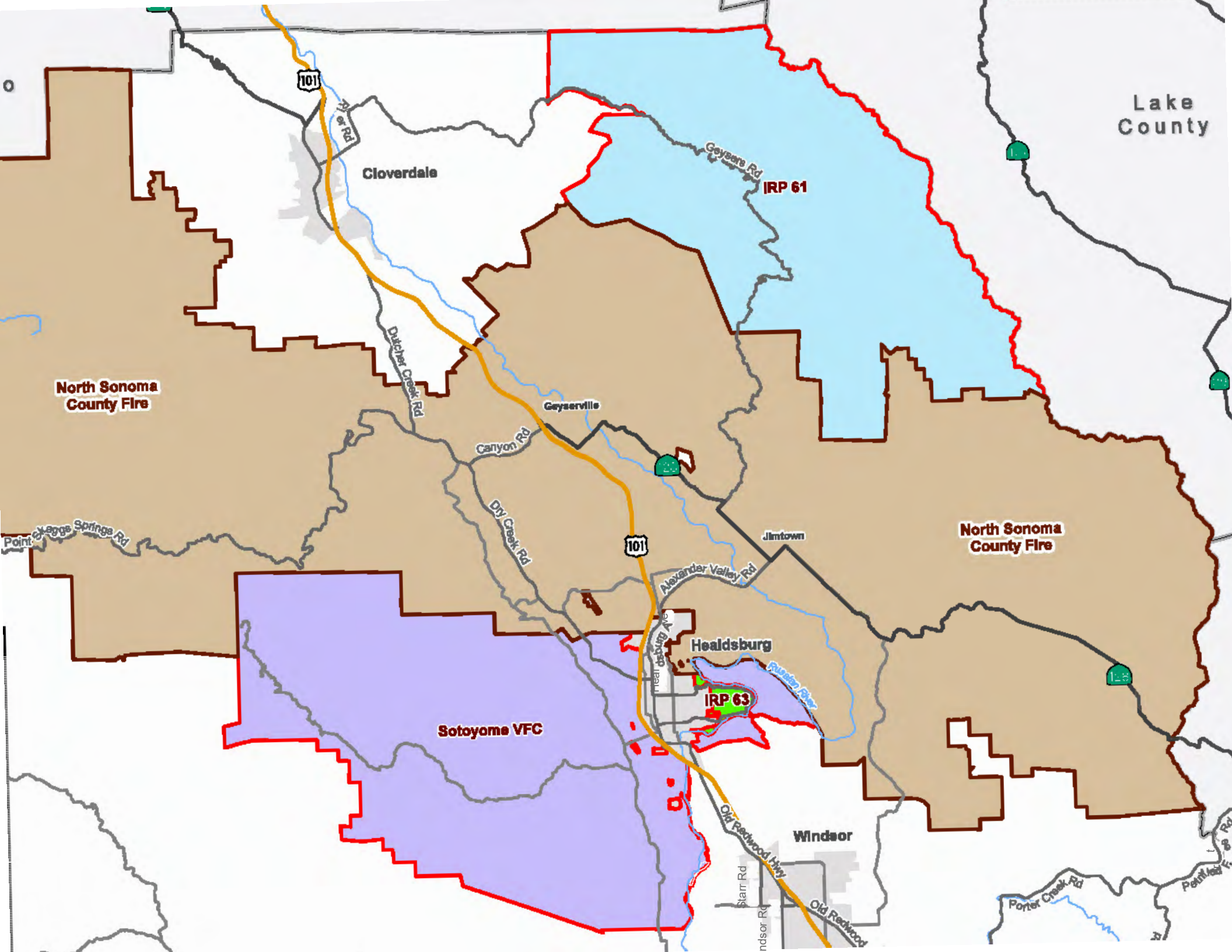
APPROVED AS TO FORM

                      1/12/22  
Special Counsel for District    Date  
Benjamin P. Fay, Jarvis, Fay &  
Gibson, LLP

\_\_\_\_\_  
County Counsel    Date



## **Exhibit A**



Lake County

101

Cloverdale

IRP 61

North Sonoma County Fire

Geyserville

North Sonoma County Fire

101

Jimtown

Healdsburg

IRP 63

Sotoyome VFC

Windsor

**GLOBAL AGREEMENT BETWEEN THE COUNTY OF SONOMA,  
SONOMA COUNTY FIRE DISTRICT, NORTHERN SONOMA COUNTY  
FIRE PROTECTION DISTRICT, GOLD RIDGE FIRE PROTECTION  
DISTRICT, AND KENWOOD FIRE PROTECTION DISTRICT  
CONFIRMING THEIR COLLECTIVE COMMITMENT TO  
CONSOLIDATING THE NUMBER OF FIRE DISTRICTS WITHIN  
SONOMA COUNTY AND ENTERING INTO A COVENANT NOT TO SUE**

This Global Agreement (“Agreement”) is entered into and effective this \_\_\_ day of \_\_\_\_\_ 2022 (the “Effective Date”), by and between the County of Sonoma, a political subdivision of the State of California (“County”), and the Sonoma County Fire District, a fire district organized and operated pursuant to the Fire Protection District Law of 1987 (California Health and Safety Code Section 13800 *et seq.*) (“SCFD”), the Northern Sonoma County Fire Protection District, a fire district organized and operated pursuant to the Fire Protection District Law of 1987 (“NSCFPD”), the Gold Ridge Fire Protection District, a fire district organized and operated pursuant to the Fire Protection District Law of 1987 (“Gold Ridge”), and the Kenwood Fire Protection District, a fire district organized and operated pursuant to the Fire Protection District Law of 1987 (“Kenwood”). SCFD, NSCFPD, Gold Ridge, and Kenwood are sometimes collectively referred to herein as the “Partners.”

**RECITALS**

**WHEREAS**, over the past five years, Sonoma County has been ravaged by an unprecedented series of destructive wildfires which burned more than 277,000 acres of land and destroyed more than 8,250 structures; and

**WHEREAS**, these catastrophic wildfires have strained the resources of all fire districts and emergency responders throughout Sonoma County and have highlighted the need for consolidation of many of the smaller districts to more effectively and efficiently provide sustainable fire protection services countywide; and

**WHEREAS**, climate change and a prolonged drought are only expected to exacerbate the wildfires in Sonoma County; and

**WHEREAS**, on August 14, 2018, the County Board of Supervisors (“Board”) directed its Fire Ad Hoc Committee to work on the implementation of the Fire Services Deployment Plan in order to improve Fire Protection Services in Sonoma County; and

**WHEREAS**, County is working with the Partners to resolve various fiscal issues and facilitate the consolidation of the smaller districts and volunteer fire companies into larger fire districts to provide for more efficient, effective, and sustainable fire services for the Sonoma County and its residents; and

**WHEREAS**, each of the Partners is the primary provider of fire suppression, prevention, rescue, emergency medical services, hazardous material emergency response, and other services relating to the protection of lives and property (“Fire Protection Services”) within their respective jurisdictional territories in Sonoma County; and

**WHEREAS**, each of the Partners has agreed to annex various smaller fire districts

and/or fire protection areas within Sonoma County in exchange for financial assistance from the County, as more fully described hereinafter; and

**WHEREAS**, the County is willing to invest supplemental funds in order to encourage the reduction in the number of fire agencies within the County with the purpose of improving efficiency and effectiveness and to address equity issues related to the funding of various fire agencies; and

**WHEREAS**, the County and the Partners agree that a global solution is necessary to ensure the continued viability of the newly consolidated fire districts; and

**WHEREAS**, the County and the Partners acknowledge and agree that it is their collective intent to affirm their respective commitment to the global solution described herein and to ensure the success of said global solution by entering into this covenant not to sue.

**NOW, THEREFORE**, the parties hereto agree as follows:

### **AGREEMENT**

1. **Effect of Recitals**. The foregoing Recitals are incorporated into and form a material part of this Agreement.

2. **Term**. The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect for a period of ten (10) years.

3. **Fire Consolidation Agreements**. The Partners respectively acknowledge and agree that each is entering into agreements with the County to facilitate consolidations with smaller fire districts, as more fully described in this **Section 3**. The agreements identified in this Section 3 shall be collectively referred to as “the Fire Consolidation Agreements.”

3.1 **SCFD**. SCFD is entering into the following agreements:

- a. That certain “Revenue Sharing Agreement Between The Sonoma County Fire District and the County of Sonoma for the Reorganization of Sonoma County Fire District” to facilitate the annexation of Bodega Bay Fire Protection District by SCFD; and
- b. That certain “Property Tax Allocation Between the Sonoma County Fire District and the County of Sonoma for the Reorganization of Territory Located Within County Service Area No. 40” to facilitate the annexation of Incident Response Plan (“IRP”) areas 51, 56, non-Geysers area of IRP 61 by SCFD.

3.2 **NSCFPD**. NSCFPD is entering into that certain “Property Tax Allocation Between the Northern Sonoma County Fire Protection District and the County of Sonoma for the Reorganization of Fire Districts in the Northern Portion of Sonoma County” to facilitate the annexation of IRP areas Geysers area of IRP 61 and 63 and the area serviced by Dry Creek/Sotoyome area (Fire Services area 64) by NSCFPD.

- 3.3 Gold Ridge. Gold Ridge is entering into that certain “Property Tax Allocation and Revenue Sharing Agreement Between the Gold Ridge Fire Protection District and the County Of Sonoma for the Reorganization Of Territory Located Within County Service Area No. 40” to facilitate the annexation of IRP area 81 and the areas service by the Volunteer Fire Companies of Ft. Ross, Camp Meeker, Bloomfield, Bodega, Valley Ford, Two Rock, San Antonio, Wilmar, and Lakeville.
- 3.4 Kenwood. Kenwood is entering into that certain “Revenue Sharing and Budget Stabilization Agreement Between the Kenwood Fire Protection District and the County of Sonoma” to stabilize Kenwood’s budget and to encourage consolidation with an adjacent fire protection district.

4. Additional Consideration: As additional consideration for the covenant not to sue contained hereinafter, the County agrees, on behalf of the Partners, to pay for all LAFCO application fees and mapping costs associated with the reorganizations through LAFCO contemplated by the agreements described in Section 3 of this Agreement. Prior to incurring any costs or fees, each Partner agency must obtain the County’s written approval of the costs and/or fees.

5. Commitment to Global Solution; Release, Waiver, and Covenant Not to Sue. The County and the Partners acknowledge the need to more effectively and efficiently provide sustainable Fire Protection Services throughout Sonoma County and have collectively negotiated a global solution to achieve that goal, including agreements and supplemental funding from the County to resolve various fiscal issues and facilitate the consolidation of the smaller districts and volunteer fire companies into larger fire districts. The County and the Partners further agree that a global solution is necessary to ensure the continued viability of the newly consolidated fire districts. To ensure that the viability of the consolidations implemented by the Fire Consolidation Agreements described in Section 3, the County and the Partners desire to enter this covenant not to sue in order to waive their respective rights to file a legal challenge to challenge the validity of any of the financial provisions of the respective Fire Consolidation Agreements, including, without limitation: the tax exchange provisions, any associated Education Revenue Augmentation Fund (ERAF) shift, the base supplemental revenue payment amount as provided for in each respective fire consolidation agreement, and the acknowledgment that the CPI adjustment is the only growth factor for the applicable supplemental revenue payment (collectively, the “Financial Provisions”). Accordingly, the County and the Partners do hereby completely release, waive, and discharge one another, their predecessors and successors-in-interest, heirs, assigns, past, present, and future, elected and appointed officials, employees, staff, principals, agents, officers or directors, managers, attorneys, insurers, and all other persons or entities in any manner related thereto or acting on their behalf, from any and all claims, demands, actions, proceedings, and causes of action of any and every sort, whether known or unknown, challenging the validity of the Financial Provisions. The County and the Partners further covenant not to sue one another for claims, damages, or other relief arising from or in any manner connected with the validity of the Financial Provisions, and promise and agree that they will not file, participate in, or instigate the filing of any claims and/or causes of action in any state or federal court or any proceedings before any local, state, or federal agency, against the other challenging the validity of the Financial Provisions. Notwithstanding the foregoing, nothing in this covenant not to sue shall be construed to prohibit the County or the Partners from suing to enforce the underlying Fire Consolidation Agreements described in Section 3, including the enforcement of the Financial Provisions, in the event of a breach by one of the parties to the applicable agreement, including a breach of a

Financial Condition.

5.1 Release and Waiver of Unknown Claims. The County and the Partners intend this Release and Waiver of Claims to be and constitute a full general release and to constitute a full and final accord and satisfaction extending to all claims arising out of or relating to the validity of the Financial Provisions, whether the same are known, unknown, suspected or anticipated, unsuspected or unanticipated. Accordingly, the County and the Partners, by initialing below and signing this Agreement, certify that they have read, understand and expressly release and waive the provisions of California Civil Code section 1542, which reads as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

The County and the Partners understand and acknowledge that the significance and consequence of this release and waiver of California Civil Code Section 1542 is that even if the Parties should eventually suffer additional damages or losses arising out of or relating to the validity of the Financial Provisions, or should there exist other undisclosed obligations or liabilities arising out of or relating to the validity of the Financial Provisions, the Parties may not make any claim for those damages, losses or obligations.

County: \_\_\_\_\_ SCFD: \_\_\_\_\_ NSCFPD: PJB Gold Ridge: \_\_\_\_\_ Kenwood: \_\_\_\_\_

5.2 No Filings. The parties represent that none have filed any lawsuit, claim, charge, or complaint against any of the others with any local, state, or federal agency or court related to the validity of the Financial Provisions.

5.3 Legal Advice on Waiver and Release. Each party warrants and represents that prior to executing this Agreement, said party has relied upon the advice of legal counsel of said party's choice with respect to the substance of the waiver and release of claims embodied in this Section 4. The Waiver and Release of Claims set forth in this Section 4, its text and other consequences and risks have been completely explained to the parties by their respective counsel and the parties warrant and represent that they understand and accept the terms of this Agreement and intend, by their initials below and their signatures on this Agreement, to enter into and be bound hereby.

County: \_\_\_\_\_ SCFD: \_\_\_\_\_ NSCFPD: PJB Gold Ridge: \_\_\_\_\_ Kenwood: \_\_\_\_\_

6. General Provisions.

6.1 Notices. All notices, consents, requests, demands, or other communications to or upon the respective Parties shall be in writing and shall be effective for all purposes: (A) upon receipt on any District business day before 5:00 PM local time and on the next District business day if received after 5:00 PM or on other than a District business day, including without limitation, in the case of (i) personal delivery or (ii) delivery by messenger, express or air courier or similar courier, or (B) three (3) business days after being duly mailed to the principal offices of the intended party via certified mail, return receipt requested, postage prepaid, all addressed as follows:

If to County: County of Sonoma  
Attention: County Administrator's Office  
575 Administration Drive, Room 104-A  
Santa Rosa, California 95403

If to SCFD: Sonoma County Fire District  
8200 Old Redwood Highway  
Windsor, California 95492

If to NSCFD: Northern Sonoma County Fire Protection District  
20975 Geyserville Avenue—P.O. Box 217  
Geyserville, California 95441

If to Gold Ridge: Gold Ridge Fire Protection District  
4500 Hessel Road  
Sebastopol, California 95472

If to Kenwood: Kenwood Fire Protection District  
9045 Sonoma Highway  
Kenwood, California 95452

Any party may change its address by providing five (5) business days' prior written notice to the other parties in the manner set forth above.

6.2 Authority to Enter into Agreement. By executing this Agreement, the signatory for each party hereto warrants and represents that he/she has the authority and/or has obtained all necessary approvals to enter into this Agreement on behalf of and bind the party on whose behalf he/she has executed this Agreement.

6.3 Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement and to provide and secure to the other parties the full and complete enjoyment of their respective rights and privileges under this Agreement.

6.4 Modification or Amendment of Agreement. This Agreement may be modified or amended only by a written instrument duly authorized and executed by all parties to this Agreement.

6.5 Waiver of Provisions. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. No waiver of any right or remedy in respect of any occurrence or event shall be deemed a waiver of any right of remedy in respect of any other occurrence or event.

6.6 No Third Party Beneficiaries. This Agreement shall not be construed as or deemed an agreement for the benefit of any third party or parties. No other person shall have any right of action based upon any provision of this Agreement.

6.7 Successors. This Agreement shall be binding upon, and inures to the benefit

of the County, the Partners, and their respective successors and assigns

6.8 Headings. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

6.9 Advice of Legal Counsel. Each party represents and warrants to the other the following: they have carefully read this Agreement, including the waiver and release embodied in Article 5, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement, or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

6.10 No Inducement. With the exception of the agreements described in Section 3 of this Agreement, the parties acknowledge, warrant and represent that no promises, inducements or agreements not expressly contained herein have been made to enter into this Agreement and that this Agreement, including the Waiver and Release of Claims herein, constitutes the entire agreement between the parties.

6.11 Attorneys' Fees and Costs. In any action to enforce the provisions of this Agreement or for breach of the Agreement, the prevailing party shall recover from the other party (or parties), in addition to any damages, injunctive, or other relief, its reasonable attorney's fees, and costs, as determined by a court of competent jurisdiction.

6.12 Severability. If any term, provision, condition, or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition, or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

6.13 Counterparts. This Agreement may be executed in any number of identical counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be detached and assembled to form a single original document. This Agreement may be executed by signatures transmitted by facsimile, adobe acrobat, or other electronic image files and these signatures shall be valid, binding, and admissible as though they were ink originals.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURES BEGIN ON NEXT PAGE]



**IN WITNESS WHEREOF**, the parties have entered into this Agreement in Sonoma County, California.

**COUNTY OF SONOMA:**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors      Date

APPROVED AS TO FORM FOR COUNTY:

\_\_\_\_\_  
Robert H. Pittman, County Counsel      Date

**SONOMA COUNTY FIRE DISTRICT:**

\_\_\_\_\_  
President, Board of Directors

\_\_\_\_\_  
Date

APPROVED AS TO FORM FOR SCFD:

\_\_\_\_\_  
District Counsel, SCFD      Date

**NORTHERN SONOMA COUNTY  
FIRE PROTECTION DISTRICT:**

Paul J. Demier  
President, Board of Directors

Jan 12 2022  
Date

APPROVED AS TO FORM FOR NSCFPD:



1/12/22  
Special Counsel, NSCFPD      Date  
Benjamin P. Fay, Jarvis, Fay & Gibson, LLP

**GOLD RIDGE FIRE PROTECTION  
DISTRICT:**

\_\_\_\_\_  
President, Board of Directors

\_\_\_\_\_  
Date

APPROVED AS TO FORM FOR GOLD  
RIDGE:

\_\_\_\_\_  
District Counsel, Gold Ridge FPD      Date

**KENWOOD FIRE PROTECTION  
DISTRICT:**

\_\_\_\_\_  
President, Board of Directors

\_\_\_\_\_  
Date

APPROVED AS TO FORM FOR  
KENWOOD:

\_\_\_\_\_  
District Counsel, Kenwood FPD      Date

**A Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, and The Board of Directors of the Northern Sonoma County Fire Protection District, Constituting The Parties Resolution Of Intent To Apply To Sonoma Local Agency Formation Commission For Reorganization of the Subject Territory into the District**

---

**Whereas**, the Board of Directors of the Northern Sonoma County Fire Protection District (District) and the Sonoma County Board of Supervisors, (collectively referred to as “the Parties”), desire to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with section 56000 of the California Government Code, with the Sonoma Local Agency Formation Commission (“Sonoma LAFCO”) for the reorganization of the Parties as specified herein; and

**Whereas**, the Parties have agreed to notify Sonoma LAFCO by adoption of this Concurrent Resolution of the intent to apply for the reorganization of Incident Response Plan (“IRP”) areas 61 (the Geysers area only), 63 (Fitch Mountain area), and the Dry Creek/Sotoyome area (Fire Service area 64) (collectively referred to as the “Subject Territory”) which are all located within County Service Area No. 40 (CSA-40), in portions of the unincorporated area of the County, consisting of detachment of the Subject Territory from CSA-40 and annexation of the Subject Territory into the District (“the Proposed Reorganization”), resulting in a reorganized Northern Sonoma County Fire Protection District (“the Reorganized District”); and

**Whereas**, the boundaries of the territory included in the proposed Reorganized District will be the combined territories of the Subject Territory and the District, as shown in Exhibit “A”, attached hereto and incorporated herein by reference; and

**Whereas**, the Parties have executed a tax exchange agreement that provides funding to enable the District to annex the Subject Territory, resulting in the proposed Reorganized District, and includes the transference of special taxes levied by the Dry Creek Community Facilities District #5 within the Subject Territory to the Reorganized District; and

**Whereas**, Sonoma LAFCO has approved a Municipal Services Review and a Sphere of Influence that supports the Proposed Reorganization, and the Parties agree this Resolution represents a formal request to Sonoma LAFCO to begin the necessary proceedings once the application for reorganization has been completed as agreed upon by the Parties; and

**Now, Therefore, Be It Resolved**, the Board of Directors of the Northern Sonoma County Fire Protection District and the Sonoma County Board of Supervisors hereby declare their intent to apply for the Proposed Reorganization and their support for the Reorganized District, and request Sonoma LAFCO begin the necessary proceedings for the Reorganization.

This Concurrent Resolution can be executed in counterpart and is effective from the latest date of execution shown below.

Northern Sonoma County Fire Protection District Resolution No. 21/22-0112-03

**Supervisors:**

Passed, approved and adopted at a regular meeting of the Board of Supervisors of the County of Sonoma, State of California, by the following votes. Passed and adopted this \_\_\_\_\_, 2022.

Gorin:	Rabbitt:	Coursey:	Hopkins:	Gore:
Ayes:	Noes:	Absent:	Abstain:	

**SO ORDERED.**

\_\_\_\_\_  
Chair, Board of Supervisors,  
County of Sonoma

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

**Northern Sonoma County Fire Protection District:**

Passed, approved and adopted at a special meeting of the Board of Directors of the Northern Sonoma County Fire Protection District, by the following votes. Passed and adopted this January 12, 2022.

**SO ORDERED.**

Paul J. Bernier  
President, Board of Directors

Ayes: 4 - Newman, Bernier, Peterson, Stewart  
 Noes: 0  
 Absent: 0

ATTEST:

Juneke Turbeville  
Clerk of the Board of Directors

# EXHIBIT A

**DRAFT**

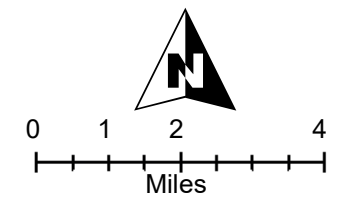
Agency	TRA
CSA 40 IRP 61	051003
	065001
	087001

County of Sonoma  
**CSA 40**  
**Subject Territory**

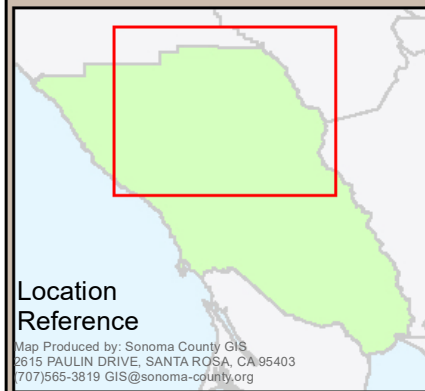
Sotoyome VFC  
 IRP 61\*  
 IRP 63\*

- CSA 40 Subject Territory
- Annexing Agency
- City Limits

\*IRP 63 boundary reflects a modification to exclude a small section of tax rate area 176012 shown as part of IRP 63 and only includes that portion of IRP 61 part of the Geysers Steam Fields.



Map Date: 09/16/2021  
 Revision Date:



Author:  
 County Administrator's Office

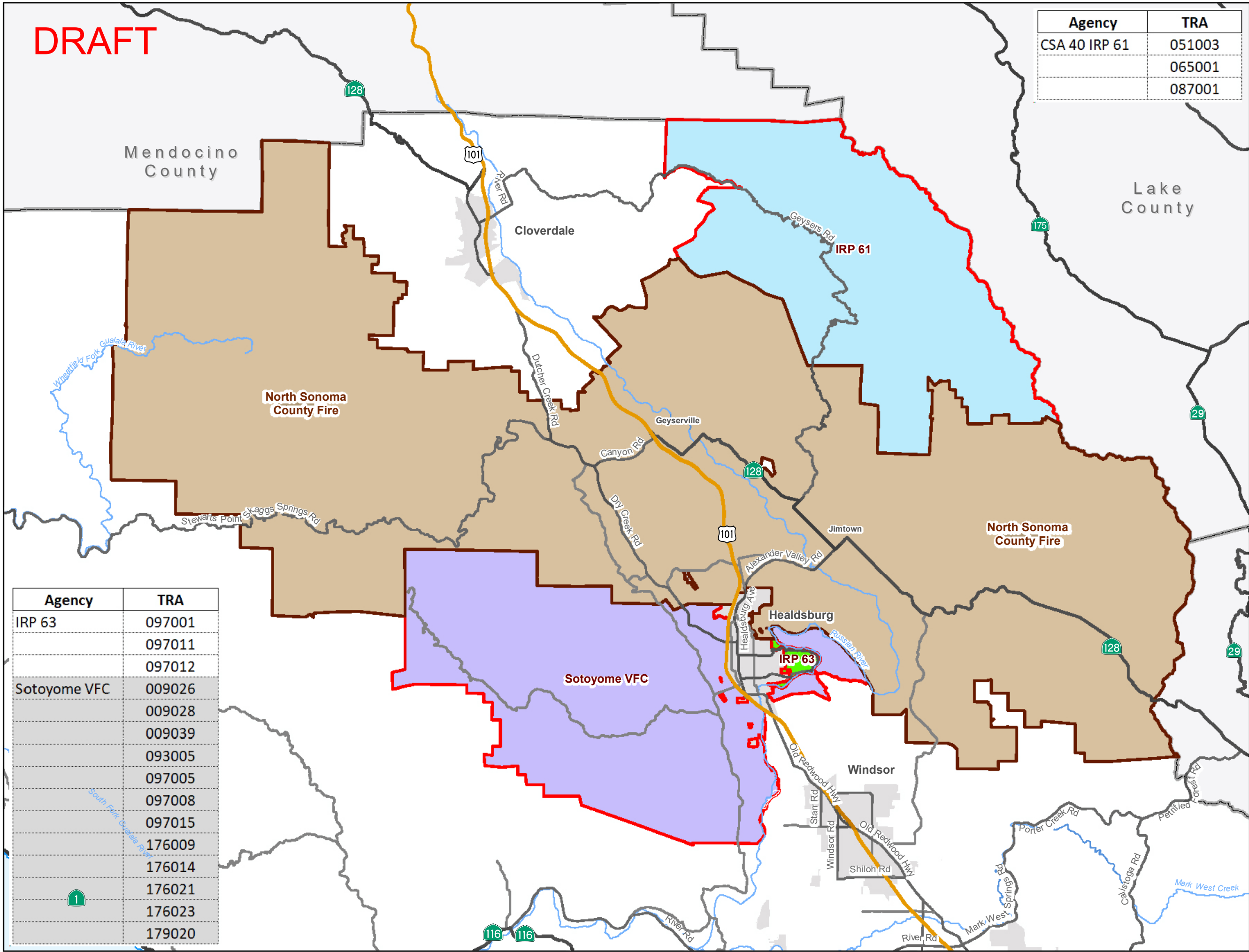
Projection and Coordinate System Tics:  
 California State Plane Coordinate System, Zone II, NAD 83, US survey feet Lambert Conformal Conic. Some data have been re-projected from other coordinate systems and may not reflect actual ground positions.

Document Source and Date:  
 \\s-wgisadminfile\SD\_GIS\Projects\CAOI\2021\TWR\Map3\_Op1.mxd

Source:  
 Sonoma County GIS Central, Sonoma County Public Safety Consortium, Sonoma County Clerk Recorder Assessor

This map is provided as a visual display of County information. Reasonable effort has been made to ensure the accuracy of the map and data provided; nevertheless, some information may not be accurate. The positional accuracy of the data is approximate and not intended to represent map accuracy from a published record of survey.

THE MAPS AND ASSOCIATED DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Do not make a business decision based on this data before validating your decision with the appropriate County agency or other government entity.



Agency	TRA
IRP 63	097001
	097011
	097012
Sotoyome VFC	009026
	009028
	009039
	093005
	097005
	097008
	097015
	176009
	176014
	176021
	176023
	179020