

MEASURE H FUNDING AGREEMENT
BETWEEN THE COUNTY OF SONOMA AND
CAZADERO COMMUNITY SERVICES DISTRICT

This Agreement is made and entered into as of _____ (“Effective Date”) by and between the County of Sonoma, a political subdivision of the State of California, and Cazadero Community Services District, hereinafter referred to as “COUNTY” and the “FIRE AGENCY”, and collectively as “the Parties.”

RECITALS

WHEREAS, on March 5, 2024, the voters of Sonoma County approved Measure H, “The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance”, which added Article VIII to Chapter 12 of the Sonoma County Code (hereinafter “the Ordinance”); and

WHEREAS, the Ordinance provides funding to achieve effective and efficient regional fire response services throughout Sonoma County; and

WHEREAS, the County of Sonoma is charged with a fiduciary duty in administering the tax proceeds generated by the Ordinance and implementation of the Ordinance is the responsibility of an Oversight Committee which reports directly to the Sonoma County Board of Supervisors; and

WHEREAS, Section 12-61 of the Ordinance states: “The Expenditure Plan set forth in section 12-66 is intended as a specific and legally binding and enforceable limitation on how the proceeds of the transactions and use tax imposed by this Ordinance may be spent”; and

WHEREAS, as part of the Ordinance Expenditure Plan, Section 12-66(D) provides allocation percentages for entities receiving funds generated by the Ordinance (“Recipients”); and

WHEREAS, as part of independent Oversight Committee and performance audit, Section 12-67(B) of the Ordinance requires Recipients to prepare and distribute to the Oversight Committee specific information in annual reports not later than December 31st of each year; and

WHEREAS, as part of the oversight and administration of the Ordinance, Section 12-68(A) of the Ordinance requires a funding agreement between the County of Sonoma and Recipients before any tax proceeds are distributed; and

WHEREAS, Section 12-65 of the Ordinance requires that Ordinance proceeds shall not be used to supplant FIRE AGENCY’S historical proportional allocation to fire related services and establishes a baseline maintenance of effort requirement that shall not be violated; and

WHEREAS, Section 12-68(A) of the Ordinance further requires that the funding agreement between the County of Sonoma and Recipients shall establish existing revenue used to fund existing personnel in order to establish the baseline for measuring compliance with the

requirement that sales tax proceeds generated by the Ordinance shall only be used to pay for additional personnel; and

WHEREAS, the County of Sonoma and Recipients desire to have a uniform agreement to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and FIRE AGENCY do hereby agree as follows:

1. The Parties agree to comply with the purpose, intent, use of fund limitations and specific implementation provisions of the Ordinance, which became operative October 1, 2024.
2. Allocation of Funds. As provided in Section 12-66(D), the allocation percentage of funds generated by the Ordinance to be received by FIRE AGENCY is one and fourteen hundredths percent (1.14%), to be used for the purposes set forth in Sections 12-66(B) and 12-66(C) of the Ordinance. As provided in Section 12-66(E), the successor fire agency of any enumerated entity in Section 12-66(D) shall receive the funds set forth in that section.
3. Distribution of Funds. COUNTY shall distribute the sales tax proceeds to FIRE AGENCY on a quarterly basis based on the following schedule:

July – September proceeds will be distributed by the 10th of December;
October – December proceeds will be distributed by the 10th of March;
January – March proceeds will be distributed by the 10th of June;
April – June proceeds will be distributed by the 10th of September.

The first distribution of tax proceeds from COUNTY to FIRE AGENCY per the Ordinance and this Agreement will be the by the 10th of March 2025 for the October – December 2024 collection date.

4. Baseline maintenance of effort. As provided in Section 12-65, Ordinance proceeds shall not be used to supplant FIRE AGENCY’S historical general fund contribution for providing fire related services. The proportional allocation to determine maintenance of effort is FIRE AGENCY’S baseline operating budget for Fiscal Year 2021-2022, which includes ad valorem property taxes, parcel taxes or any other taxes and/or fees in support of the operating cost for providing fire related services but excluding limited term funds such as capital projects, grants, grant matches or other one-time revenues, will be reported on the FIRE AGENCY’s Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY’s proportional allocation. If the proportional allocation to FIRE AGENCY in any subsequent fiscal year is materially less than the FY 21/22 allocation, then the jurisdiction that provides funding shall be deemed to violate the maintenance of effort requirement.

5. Baseline personnel funding. For the purposes of Section 12-68(A) of the Ordinance, as provided in the operating budget for Fiscal Year 2021-2022, FIRE AGENCY'S annual existing revenues used to fund existing personnel in order to establish the baseline for measuring compliance with the requirement that sales tax proceeds shall only be used to pay for additional personnel will be reported on the FIRE AGENCY's Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY's baseline personnel funding.
6. 30-year limit on Bonded Indebtedness. As provided in Sections 12-63 and 12-66(C), FIRE AGENCY may issue limited tax bonds to finance any program or project in accordance with the Ordinance Expenditure Plan, as allowed by applicable law and as approved by their respective legislative body. The maximum bonded indebtedness shall not exceed the projected 30-year distribution of FIRE AGENCY'S annual allocation and any costs associated with the issuance of such bonds shall be accounted for within the program category in which the bond proceeds are used
7. Reporting Requirements.
 - a. In order to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance as set forth in Section 12-67(B) of the Ordinance, annual reports to the Oversight Committee shall be made by FIRE AGENCY not later than December 31st of each year in the form attached hereto as Exhibit A.
 - b. If FIRE AGENCY receives funding as part of the Countywide Expenditures from the Sonoma County Fire Chiefs Association ("SCFCA") pursuant to Section 12-66(C)(6) of the Ordinance, FIRE AGENCY shall prepare an annual report to be provided to SCFCA no later than September 30th to be included in the SCFCA's annual report to the Oversight Committee.
8. Appropriations Limit. As provided in Section 12-64 of the Ordinance, revenue generated by the Ordinance shall be attributed to the appropriations limit of the County, and not to the appropriations limit of any Recipients.
9. Records. The Parties shall retain all records regarding expenditures of funds generated by the Ordinance for a period of three (3) years from the date of the expenditure.
10. Audit authority of Oversight Committee. Subject to Sections 12-67(C) and 12-67(D) of the Ordinance, the Oversight Committee shall have the authority to audit the receipt and expenditures as set forth in the annual reports submitted by Recipients.

11. Over Allocation. If COUNTY over allocates funds to FIRE AGENCY for any reason, FIRE AGENCY agrees to return the amount of such over allocation to COUNTY to be re-allocated per Section 12-66(D).

12. County Costs. As provided in Section 12-66(C)(5), the Parties agree COUNTY is authorized to allocate funds collected pursuant to the Ordinance to pay for expenses incurred which relate to the implementation of the tax, including payments necessary for the operation of the Oversight Committee and Ordinance reporting. The Parties further agree that any costs that exceed the County of Sonoma ACTTC Administrative Fee allocation as set forth in Section 12-66(D) shall be removed from the total tax proceeds prior to distribution of funds to all respective agencies.

13. Indemnification. FIRE AGENCY shall defend, indemnify and hold harmless COUNTY, its officers, officials, and employees, from and against any and all demands, claims, actions, litigation or other proceedings, liability, damages and costs (including but not limited to attorney fees), that arise out of, pertain to or relate in whole or in part to COUNTY'S obligations under this agreement, excepting only matters that are based upon the County's gross negligence or willful misconduct.

14. Notices. Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or register mail, return receipt requested. to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

TO FIRE AGENCY: Cazadero Community Services District
 P.O. Box 508
 Cazadero, CA 95421

TO COUNTY: County of Sonoma
 Auditor-Controller-Treasurer-Tax Collector
 585 Fiscal Drive, #100
 Santa Rosa, CA 95403

15. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.

16. Integration. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

17. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
18. Independent Agencies. The Parties renders their services under this Agreement as independent agencies. None of either Party's agents or employees shall be agents or employees of the other Party.
19. Assignment. The Agreement may not be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other party.
20. Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the COUNTY or FIRE AGENCY as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above. Notwithstanding the foregoing, per Section 12-66(E)(2) of the Ordinance, in the event any enumerated entity in Section 12-66(D) consolidates with or is annexed by another entity, the successor agency shall receive the funds allocated to the enumerated entity.
21. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
22. Limitations
 - a. All obligations of COUNTY under the terms of this Agreement are expressly subject to COUNTY'S continued authorization to collect and allocate the sales tax proceeds generated by the Ordinance. If for any reason COUNTY'S right to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, COUNTY shall promptly notify FIRE AGENCY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of COUNTY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of COUNTY under all outstanding contracts, agreements to other obligations of COUNTY, of funds for such purposes.

b. All obligations of FIRE AGENCY under the terms of this Agreement are expressly subject to FIRE AGENCY's continued authorization to receive and spend the sales tax proceeds generated by the Ordinance. If for any reason FIRE AGENCY's right or ability to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, FIRE AGENCY shall promptly notify COUNTY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of FIRE AGENCY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of FIRE AGENCY under all outstanding contracts, agreements to other obligations of FIRE AGENCY, of funds for such purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF SONOMA

CAZADERO COMMUNITY SERVICES DISTRICT

By: _____
Board of Supervisors, Chairperson

By: _____
DEC. 8, 2024

ATTEST:

By: _____
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO LEGAL FORM

FOR COUNTY:

FOR FIRE AGENCY:

County Counsel

Counsel

**MEASURE H FUNDING AGREEMENT
BETWEEN THE COUNTY OF SONOMA AND
CLOVERDALE FIRE PROTECTION DISTRICT**

This Agreement is made and entered into as of December 18, 2024 (“Effective Date”) by and between the County of Sonoma, a political subdivision of the State of California, and Cloverdale Fire Protection District, hereinafter referred to as “COUNTY” and the “FIRE AGENCY”, and collectively as “the Parties.”

RECITALS

WHEREAS, on March 5, 2024, the voters of Sonoma County approved Measure H, “The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance”, which added Article VIII to Chapter 12 of the Sonoma County Code (hereinafter “the Ordinance”); and

WHEREAS, the Ordinance provides funding to achieve effective and efficient regional fire response services throughout Sonoma County; and

WHEREAS, the County of Sonoma is charged with a fiduciary duty in administering the tax proceeds generated by the Ordinance and implementation of the Ordinance is the responsibility of an Oversight Committee which reports directly to the Sonoma County Board of Supervisors; and

WHEREAS, Section 12-61 of the Ordinance states: “The Expenditure Plan set forth in section 12-66 is intended as a specific and legally binding and enforceable limitation on how the proceeds of the transactions and use tax imposed by this Ordinance may be spent”; and

WHEREAS, as part of the Ordinance Expenditure Plan, Section 12-66(D) provides allocation percentages for entities receiving funds generated by the Ordinance (“Recipients”); and

WHEREAS, as part of independent Oversight Committee and performance audit, Section 12-67(B) of the Ordinance requires Recipients to prepare and distribute to the Oversight Committee specific information in annual reports not later than December 31st of each year; and

WHEREAS, as part of the oversight and administration of the Ordinance, Section 12-68(A) of the Ordinance requires a funding agreement between the County of Sonoma and Recipients before any tax proceeds are distributed; and

WHEREAS, Section 12-65 of the Ordinance requires that Ordinance proceeds shall not be used to supplant FIRE AGENCY’S historical proportional allocation to fire related services and establishes a baseline maintenance of effort requirement that shall not be violated; and

WHEREAS, Section 12-68(A) of the Ordinance further requires that the funding agreement between the County of Sonoma and Recipients shall establish existing revenue used to fund existing personnel in order to establish the baseline for measuring compliance with the

requirement that sales tax proceeds generated by the Ordinance shall only be used to pay for additional personnel; and

WHEREAS, the County of Sonoma and Recipients desire to have a uniform agreement to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and FIRE AGENCY do hereby agree as follows:

1. The Parties agree to comply with the purpose, intent, use of fund limitations and specific implementation provisions of the Ordinance, which became operative October 1, 2024.
2. Allocation of Funds. As provided in Section 12-66(D), the allocation percentage of funds generated by the Ordinance to be received by FIRE AGENCY is two and seven-eighths percent (2.78%), to be used for the purposes set forth in Sections 12-66(B) and 12-66(C) of the Ordinance. As provided in Section 12-66(E), the successor fire agency of any enumerated entity in Section 12-66(D) shall receive the funds set forth in that section.
3. Distribution of Funds. COUNTY shall distribute the sales tax proceeds to FIRE AGENCY on a quarterly basis based on the following schedule:

July – September proceeds will be distributed by the 10th of December;
October – December proceeds will be distributed by the 10th of March;
January – March proceeds will be distributed by the 10th of June;
April – June proceeds will be distributed by the 10th of September.

The first distribution of tax proceeds from COUNTY to FIRE AGENCY per the Ordinance and this Agreement will be the by the 10th of March 2025 for the October – December 2024 collection date.

4. Baseline maintenance of effort. As provided in Section 12-65, Ordinance proceeds shall not be used to supplant FIRE AGENCY’S historical general fund contribution for providing fire related services. The proportional allocation to determine maintenance of effort is FIRE AGENCY’S baseline operating budget for Fiscal Year 2021-2022, which includes ad valorem property taxes, parcel taxes or any other taxes and/or fees in support of the operating cost for providing fire related services but excluding limited term funds such as capital projects, grants, grant matches or other one-time revenues, will be reported on the FIRE AGENCY’S Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY’S proportional allocation. If the proportional allocation to FIRE AGENCY in any subsequent fiscal year is materially less than the FY 21/22 allocation, then the jurisdiction that provides funding shall be deemed to violate the maintenance of effort requirement.

5. Baseline personnel funding. For the purposes of Section 12-68(A) of the Ordinance, as provided in the operating budget for Fiscal Year 2021-2022, FIRE AGENCY'S annual existing revenues used to fund existing personnel in order to establish the baseline for measuring compliance with the requirement that sales tax proceeds shall only be used to pay for additional personnel will be reported on the FIRE AGENCY's Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY's baseline personnel funding.
6. 30-year limit on Bonded Indebtedness. As provided in Sections 12-63 and 12-66(C), FIRE AGENCY may issue limited tax bonds to finance any program or project in accordance with the Ordinance Expenditure Plan, as allowed by applicable law and as approved by their respective legislative body. The maximum bonded indebtedness shall not exceed the projected 30-year distribution of FIRE AGENCY'S annual allocation and any costs associated with the issuance of such bonds shall be accounted for within the program category in which the bond proceeds are used
7. Reporting Requirements.
 - a. In order to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance as set forth in Section 12-67(B) of the Ordinance, annual reports to the Oversight Committee shall be made by FIRE AGENCY not later than December 31st of each year in the form attached hereto as Exhibit A.
 - b. If FIRE AGENCY receives funding as part of the Countywide Expenditures from the Sonoma County Fire Chiefs Association ("SCFCA") pursuant to Section 12-66(C)(6) of the Ordinance, FIRE AGENCY shall prepare an annual report to be provided to SCFCA no later than September 30th to be included in the SCFCA's annual report to the Oversight Committee.
8. Appropriations Limit. As provided in Section 12-64 of the Ordinance, revenue generated by the Ordinance shall be attributed to the appropriations limit of the County, and not to the appropriations limit of any Recipients.
9. Records. The Parties shall retain all records regarding expenditures of funds generated by the Ordinance for a period of three (3) years from the date of the expenditure and make available as soon as practicable to each Party.
10. Audit authority of Oversight Committee. Subject to Sections 12-67(C) and 12-67(D) of the Ordinance, the Oversight Committee shall have the authority to audit the receipt and expenditures as set forth in the annual reports submitted by Recipients.

11. Over Allocation. If COUNTY over allocates funds to FIRE AGENCY for any reason, FIRE AGENCY agrees to return the amount of such over allocation to COUNTY to be re-allocated per Section 12-66(D).
12. County Costs. As provided in Section 12-66(C)(5), the Parties agree COUNTY is authorized to allocate funds collected pursuant to the Ordinance to pay for expenses incurred which relate to the implementation of the tax, including payments necessary for the operation of the Oversight Committee and Ordinance reporting. The Parties further agree that any costs that exceed the County of Sonoma ACTTC Administrative Fee allocation as set forth in Section 12-66(D) shall be removed from the total tax proceeds prior to distribution of funds to all respective agencies.
13. Indemnification. Cloverdale Fire Protection District shall defend, indemnify and hold harmless COUNTY, its officers, officials, and employees, from and against any and all demands, claims, actions, litigation or other proceedings, liability, damages and costs (including but not limited to attorney fees), that arise out of, pertain to or relate in whole or in part to COUNTY'S obligations under this agreement, excepting only matters that are based upon the County's gross negligence or willful misconduct.
14. Notices. Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or register mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

TO FIRE AGENCY: Cloverdale Fire Protection District
 451 S Cloverdale Blvd.
 Cloverdale, CA 95425

TO COUNTY: County of Sonoma
 Auditor-Controller-Treasurer-Tax Collector
 585 Fiscal Drive, #100
 Santa Rosa, CA 95403

15. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.
16. Integration. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

17. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
18. Independent Agencies. The Parties renders their services under this Agreement as independent agencies. None of either Party's agents or employees shall be agents or employees of the other Party.
19. Assignment. The Agreement may not be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other party.
20. Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the COUNTY or FIRE AGENCY as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above. Notwithstanding the foregoing, per Section 12-66(E)(2) of the Ordinance, in the event any enumerated entity in Section 12-66(D) consolidates with or is annexed by another entity, the successor agency shall receive the funds allocated to the enumerated entity.
21. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
22. Limitations
 - a. All obligations of COUNTY under the terms of this Agreement are expressly subject to COUNTY'S continued authorization to collect and allocate the sales tax proceeds generated by the Ordinance. If for any reason COUNTY'S right to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, COUNTY shall promptly notify FIRE AGENCY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of COUNTY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of COUNTY under all outstanding contracts, agreements to other obligations of COUNTY, of funds for such purposes.

b. All obligations of FIRE AGENCY under the terms of this Agreement are expressly subject to FIRE AGENCY's continued authorization to receive and spend the sales tax proceeds generated by the Ordinance. If for any reason FIRE AGENCY's right or ability to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, FIRE AGENCY shall promptly notify COUNTY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of FIRE AGENCY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of FIRE AGENCY under all outstanding contracts, agreements to other obligations of FIRE AGENCY, of funds for such purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF SONOMA

CLOVERDALE FIRE PROTECTION DISTRICT

By: _____
Board of Supervisors, Chairperson

By: _____
Board President

ATTEST:

By: _____
Clerk of the Board of Supervisors

By: _____
Clerk of the Board

APPROVED AS TO LEGAL FORM

FOR COUNTY:

FOR FIRE AGENCY:

County Counsel

Counsel

EXHIBIT A

ANNUAL REPORT TO MEASURE H OVERSIGHT COMMITTEE

Pursuant to the requirements of Sonoma County Code section 12-67(B), this is the annual report of the allocation of funds received by the reporting agency under the Sonoma County voter-approved Measure H, "The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance" (the "Ordinance").

Name of Agency receiving Measure H funds: Cloverdale Fire Protection District

Reporting period: FY 24-25 (4/26/24 to 6/30/25 (with April-June proceeds received 9/10/25))

1. Detail of the activities related to the Ordinance this reporting period, based on attached budget to actual report, balance sheet, and fund balance report.
2. Summary of the positions and start up, equipment and facilities that were funded with revenue from the Ordinance.
3. The specific activities that support fire prevention, including vegetation management.
4. Update on the status of facility capital improvement projects that are funded with revenue from the Ordinance.
5. Demonstration of compliance with the requirement that revenue from the Ordinance shall be used for enhancing operations.

Proportional budget allocation for fire related services:

FY 21-22 \$ _____; FY 21-22 ____%; this reporting period: \$ _____; ____%.

Personnel expenditures: FY 21-22 \$ _____; this reporting period \$ _____.

6. Any material changes in service needs within the agency's jurisdiction or countywide.
7. Any remaining funds from allocations provided in previous years, and an explanation for proposed use of such funds.

Required Attachments:

Annual Budget

Budget to Actual Report

Balance Sheet

Fund Balance Report

Most recent annual audit and/or other independent financial review

FY 21-22 budget documents showing baseline dollar figure for maintenance of effort and personnel expenditures.

**MEASURE H FUNDING AGREEMENT
BETWEEN THE COUNTY OF SONOMA AND
GOLD RIDGE FIRE PROTECTION DISTRICT**

This Agreement is made and entered into as of December 11, 2024 (“Effective Date”) by and between the County of Sonoma, a political subdivision of the State of California, and Gold Ridge Fire Protection District, hereinafter referred to as “COUNTY” and the “FIRE AGENCY”, and collectively as “the Parties.”

RECITALS

WHEREAS, on March 5, 2024, the voters of Sonoma County approved Measure H, “The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance”, which added Article VIII to Chapter 12 of the Sonoma County Code (hereinafter “the Ordinance”); and

WHEREAS, the Ordinance provides funding to achieve effective and efficient regional fire response services throughout Sonoma County; and

WHEREAS, the County of Sonoma is charged with a fiduciary duty in administering the tax proceeds generated by the Ordinance and implementation of the Ordinance is the responsibility of an Oversight Committee which reports directly to the Sonoma County Board of Supervisors; and

WHEREAS, Section 12-61 of the Ordinance states: “The Expenditure Plan set forth in section 12-66 is intended as a specific and legally binding and enforceable limitation on how the proceeds of the transactions and use tax imposed by this Ordinance may be spent”; and

WHEREAS, as part of the Ordinance Expenditure Plan, Section 12-66(D) provides allocation percentages for entities receiving funds generated by the Ordinance (“Recipients”); and

WHEREAS, as part of independent Oversight Committee and performance audit, Section 12-67(B) of the Ordinance requires Recipients to prepare and distribute to the Oversight Committee specific information in annual reports not later than December 31st of each year; and

WHEREAS, as part of the oversight and administration of the Ordinance, Section 12-68(A) of the Ordinance requires a funding agreement between the County of Sonoma and Recipients before any tax proceeds are distributed; and

WHEREAS, Section 12-65 of the Ordinance requires that Ordinance proceeds shall not be used to supplant FIRE AGENCY’S historical proportional allocation to fire related services and establishes a baseline maintenance of effort requirement that shall not be violated; and

WHEREAS, Section 12-68(A) of the Ordinance further requires that the funding agreement between the County of Sonoma and Recipients shall establish existing revenue used to fund existing personnel in order to establish the baseline for measuring compliance with the

requirement that sales tax proceeds generated by the Ordinance shall only be used to pay for additional personnel; and

WHEREAS, the County of Sonoma and Recipients desire to have a uniform agreement to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and FIRE AGENCY do hereby agree as follows:

1. The Parties agree to comply with the purpose, intent, use of fund limitations and specific implementation provisions of the Ordinance, which became operative October 1, 2024.
2. Allocation of Funds. As provided in Section 12-66(D), the allocation percentage of funds generated by the Ordinance to be received by FIRE AGENCY is nine and sixty-seven one-hundredths percent (9.67%), to be used for the purposes set forth in Sections 12-66(B) and 12-66(C) of the Ordinance. Effective July 1, 2023, the following County Service Area 40 fire agencies were annexed into the Gold Ridge Fire Protection District: Bodega; Camp Meeker; Fort Ross; Lakeville; Two Rock; Valley Ford; and Wilmar. As provided in Section 12-66(E), the successor fire agency of any enumerated entity in Section 12-66(D) shall receive the funds set forth in that section.
3. Distribution of Funds. COUNTY shall distribute the sales tax proceeds to FIRE AGENCY on a quarterly basis based on the following schedule:

July – September proceeds will be distributed by the 10th of December;
October – December proceeds will be distributed by the 10th of March;
January – March proceeds will be distributed by the 10th of June;
April – June proceeds will be distributed by the 10th of September.

The first distribution of tax proceeds from COUNTY to FIRE AGENCY per the Ordinance and this Agreement will be the by the 10th of March 2025 for the October – December 2024 collection date.

4. Baseline maintenance of effort. As provided in Section 12-65, Ordinance proceeds shall not be used to supplant FIRE AGENCY’S historical general fund contribution for providing fire related services. The proportional allocation to determine maintenance of effort is FIRE AGENCY’S baseline operating budget for Fiscal Year 2021-2022, which includes ad valorem property taxes, parcel taxes or any other taxes and/or fees in support of the operating cost for providing fire related services but excluding limited term funds such as capital projects, grants, grant matches or other one-time revenues, will be reported on the FIRE AGENCY’s Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY’s proportional allocation. If the proportional allocation to FIRE AGENCY in any subsequent fiscal year is materially less

than the FY 21/22 allocation, then the jurisdiction that provides funding shall be deemed to violate the maintenance of effort requirement.

5. Baseline personnel funding. For the purposes of Section 12-68(A) of the Ordinance, as provided in the operating budget for Fiscal Year 2021-2022, FIRE AGENCY'S annual existing revenues used to fund existing personnel in order to establish the baseline for measuring compliance with the requirement that sales tax proceeds shall only be used to pay for additional personnel will be reported on the FIRE AGENCY's Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY's baseline personnel funding.
6. 30-year limit on Bonded Indebtedness. As provided in Sections 12-63 and 12-66(C), FIRE AGENCY may issue limited tax bonds to finance any program or project in accordance with the Ordinance Expenditure Plan, as allowed by applicable law and as approved by their respective legislative body. The maximum bonded indebtedness shall not exceed the projected 30-year distribution of FIRE AGENCY'S annual allocation and any costs associated with the issuance of such bonds shall be accounted for within the program category in which the bond proceeds are used
7. Reporting Requirements.
 - a. In order to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance as set forth in Section 12-67(B) of the Ordinance, annual reports to the Oversight Committee shall be made by FIRE AGENCY not later than December 31st of each year in the form attached hereto as Exhibit A.
 - b. If FIRE AGENCY receives funding as part of the Countywide Expenditures from the Sonoma County Fire Chiefs Association ("SCFCA") pursuant to Section 12-66(C)(6) of the Ordinance, FIRE AGENCY shall prepare an annual report to be provided to SCFCA no later than September 30th to be included in the SCFCA's annual report to the Oversight Committee.
8. Appropriations Limit. As provided in Section 12-64 of the Ordinance, revenue generated by the Ordinance shall be attributed to the appropriations limit of the County, and not to the appropriations limit of any Recipients.
9. Records. The Parties shall retain all records regarding expenditures of funds generated by the Ordinance for a period of three (3) years from the date of the expenditure.

10. Audit authority of Oversight Committee. Subject to Sections 12-67(C) and 12-67(D) of the Ordinance, the Oversight Committee shall have the authority to audit the receipt and expenditures as set forth in the annual reports submitted by Recipients.
11. Over Allocation. If COUNTY over allocates funds to FIRE AGENCY for any reason, FIRE AGENCY agrees to return the amount of such over allocation to COUNTY to be re-allocated per Section 12-66(D).
12. County Costs. As provided in Section 12-66(C)(5), the Parties agree COUNTY is authorized to allocate funds collected pursuant to the Ordinance to pay for expenses incurred which relate to the implementation of the tax, including payments necessary for the operation of the Oversight Committee and Ordinance reporting. The Parties further agree that any costs that exceed the County of Sonoma ACTTC Administrative Fee allocation as set forth in Section 12-66(D) shall be removed from the total tax proceeds prior to distribution of funds to all respective agencies.
13. Indemnification. FIRE AGENCY shall defend, indemnify and hold harmless COUNTY, its officers, officials, and employees, from and against any and all demands, claims, actions, litigation or other proceedings, liability, damages and costs (including but not limited to attorney fees), that arise out of, pertain to or relate in whole or in part to COUNTY'S obligations under this agreement, excepting only matters that are based upon the County's gross negligence or willful misconduct.
14. Notices. Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or register mail, return receipt requested. to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

TO FIRE AGENCY: Gold Ridge Fire Protection District
 4500 Hessel Road
 Sebastopol, CA 95472

TO COUNTY: County of Sonoma
 Auditor-Controller-Treasurer-Tax Collector
 585 Fiscal Drive, #100
 Santa Rosa, CA 95403

15. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.

16. Integration. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.
17. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
18. Independent Agencies. The Parties renders their services under this Agreement as independent agencies. None of either Party's agents or employees shall be agents or employees of the other Party.
19. Assignment. The Agreement may not be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other party.
20. Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the COUNTY or FIRE AGENCY as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above. Notwithstanding the foregoing, per Section 12-66(E)(2) of the Ordinance, in the event any enumerated entity in Section 12-66(D) consolidates with or is annexed by another entity, the successor agency shall receive the funds allocated to the enumerated entity.
21. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
22. Limitations
 - a. All obligations of COUNTY under the terms of this Agreement are expressly subject to COUNTY'S continued authorization to collect and allocate the sales tax proceeds generated by the Ordinance. If for any reason COUNTY'S right to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, COUNTY shall promptly notify FIRE AGENCY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of COUNTY to expend sales tax proceeds for the

purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of COUNTY under all outstanding contracts, agreements to other obligations of COUNTY, of funds for such purposes.

- b. All obligations of FIRE AGENCY under the terms of this Agreement are expressly subject to FIRE AGENCY's continued authorization to receive and spend the sales tax proceeds generated by the Ordinance. If for any reason FIRE AGENCY's right or ability to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, FIRE AGENCY shall promptly notify COUNTY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of FIRE AGENCY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of FIRE AGENCY under all outstanding contracts, agreements to other obligations of FIRE AGENCY, of funds for such purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF SONOMA

GOLD RIDGE FIRE PROTECTION DISTRICT

By: _____
Board of Supervisors, Chairperson

By: _____
Board Chair

ATTEST:

By: _____
Clerk of the Board of Supervisors

By: _____
Board Clerk

APPROVED AS TO LEGAL FORM

FOR COUNTY:

FOR FIRE AGENCY:

County Counsel

Counsel

EXHIBIT A

ANNUAL REPORT TO MEASURE H OVERSIGHT COMMITTEE

Pursuant to the requirements of Sonoma County Code section 12-67(B), this is the annual report of the allocation of funds received by the reporting agency under the Sonoma County voter-approved Measure H, "The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance" (the "Ordinance").

Name of Agency receiving Measure H funds: _____

Reporting period: FY 24-25 (4/26/24 to 6/30/25 (with April-June proceeds received 9/10/25))

1. Detail of the activities related to the Ordinance this reporting period, based on attached budget to actual report, balance sheet, and fund balance report.
2. Summary of the positions and start up, equipment and facilities that were funded with revenue from the Ordinance.
3. The specific activities that support fire prevention, including vegetation management.
4. Update on the status of facility capital improvement projects that are funded with revenue from the Ordinance.
5. Demonstration of compliance with the requirement that revenue from the Ordinance shall be used for enhancing operations.

Proportional budget allocation for fire related services:

FY 21-22 \$ _____; FY 21-22 ____%; this reporting period: \$ _____; ____%.

Personnel expenditures: FY 21-22 \$ _____; this reporting period \$ _____.

6. Any material changes in service needs within the agency's jurisdiction or countywide.
7. Any remaining funds from allocations provided in previous years, and an explanation for proposed use of such funds.

Required Attachments:

Annual Budget

Budget to Actual Report

Balance Sheet

Fund Balance Report

Most recent annual audit and/or other independent financial review

FY 21-22 budget documents showing baseline dollar figure for maintenance of effort and personnel expenditures.

**MEASURE H FUNDING AGREEMENT
BETWEEN THE COUNTY OF SONOMA AND
GRATON FIRE PROTECTION DISTRICT**

This Agreement is made and entered into as of December 11, 2024 (“Effective Date”) by and between the County of Sonoma, a political subdivision of the State of California, and GRATON FIRE PROTECTION DISTRICT, hereinafter referred to as “COUNTY” and the “FIRE AGENCY”, and collectively as “the Parties.”

RECITALS

WHEREAS, on March 5, 2024, the voters of Sonoma County approved Measure H, “The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance”, which added Article VIII to Chapter 12 of the Sonoma County Code (hereinafter “the Ordinance”); and

WHEREAS, the Ordinance provides funding to achieve effective and efficient regional fire response services throughout Sonoma County; and

WHEREAS, the County of Sonoma is charged with a fiduciary duty in administrating the tax proceeds generated by the Ordinance and implementation of the Ordinance is the responsibility of an Oversight Committee which reports directly to the Sonoma County Board of Supervisors; and

WHEREAS, Section 12-61 of the Ordinance states: “The Expenditure Plan set forth in section 12-66 is intended as a specific and legally binding and enforceable limitation on how the proceeds of the transactions and use tax imposed by this Ordinance may be spent”; and

WHEREAS, as part of the Ordinance Expenditure Plan, Section 12-66(D) provides allocation percentages for entities receiving funds generated by the Ordinance (“Recipients”); and

WHEREAS, as part of independent Oversight Committee and performance audit, Section 12-67(B) of the Ordinance requires Recipients to prepare and distribute to the Oversight Committee specific information in annual reports not later than December 31st of each year; and

WHEREAS, as part of the oversight and administration of the Ordinance, Section 12-68(A) of the Ordinance requires a funding agreement between the County of Sonoma and Recipients before any tax proceeds are distributed; and

WHEREAS, Section 12-65 of the Ordinance requires that Ordinance proceeds shall not be used to supplant FIRE AGENCY’S historical proportional allocation to fire related services and establishes a baseline maintenance of effort requirement that shall not be violated; and

WHEREAS, Section 12-68(A) of the Ordinance further requires that the funding agreement between the County of Sonoma and Recipients shall establish existing revenue used to fund existing personnel in order to establish the baseline for measuring compliance with the

requirement that sales tax proceeds generated by the Ordinance shall only be used to pay for additional personnel; and

WHEREAS, the County of Sonoma and Recipients desire to have a uniform agreement to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and FIRE AGENCY do hereby agree as follows:

1. The Parties agree to comply with the purpose, intent, use of fund limitations and specific implementation provisions of the Ordinance, which became operative October 1, 2024.
2. Allocation of Funds. As provided in Section 12-66(D), the allocation percentage of funds generated by the Ordinance to be received by FIRE AGENCY is one and six-hundredths percent (1.06%), to be used for the purposes set forth in Sections 12-66(B) and 12-66(C) of the Ordinance. As provided in Section 12-66(E), the successor fire agency of any enumerated entity in Section 12-66(D) shall receive the funds set forth in that section.
3. Distribution of Funds. COUNTY shall distribute the sales tax proceeds to FIRE AGENCY on a quarterly basis based on the following schedule:

July – September proceeds will be distributed by the 10th of December;
October – December proceeds will be distributed by the 10th of March;
January – March proceeds will be distributed by the 10th of June;
April – June proceeds will be distributed by the 10th of September.

The first distribution of tax proceeds from COUNTY to FIRE AGENCY per the Ordinance and this Agreement will be by the 10th of March 2025 for the October – December 2024 collection date.

4. Baseline maintenance of effort. As provided in Section 12-65, Ordinance proceeds shall not be used to supplant FIRE AGENCY'S historical general fund contribution for providing fire related services. The proportional allocation to determine maintenance of effort is FIRE AGENCY'S baseline operating budget for Fiscal Year 2021-2022, which includes ad valorem property taxes, parcel taxes or any other taxes and/or fees in support of the operating cost for providing fire related services but excluding limited term funds such as capital projects, grants, grant matches or other one-time revenues, will be reported on the FIRE AGENCY's Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY's proportional allocation. If the proportional allocation to FIRE AGENCY in any subsequent fiscal year is materially less than the FY 21/22 allocation, then the jurisdiction that provides funding shall be deemed to violate the maintenance of effort requirement.

5. Baseline personnel funding. For the purposes of Section 12-68(A) of the Ordinance, as provided in the operating budget for Fiscal Year 2021-2022, FIRE AGENCY'S annual existing revenues used to fund existing personnel in order to establish the baseline for measuring compliance with the requirement that sales tax proceeds shall only be used to pay for additional personnel will be reported on the FIRE AGENCY's Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY's baseline personnel funding.
6. 30-year limit on Bonded Indebtedness. As provided in Sections 12-63 and 12-66(C), FIRE AGENCY may issue limited tax bonds to finance any program or project in accordance with the Ordinance Expenditure Plan, as allowed by applicable law and as approved by their respective legislative body. The maximum bonded indebtedness shall not exceed the projected 30-year distribution of FIRE AGENCY'S annual allocation and any costs associated with the issuance of such bonds shall be accounted for within the program category in which the bond proceeds are used
7. Reporting Requirements.
 - a. In order to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance as set forth in Section 12-67(B) of the Ordinance, annual reports to the Oversight Committee shall be made by FIRE AGENCY not later than December 31st of each year in the form attached hereto as Exhibit A.
 - b. If FIRE AGENCY receives funding as part of the Countywide Expenditures from the Sonoma County Fire Chiefs Association ("SCFCA") pursuant to Section 12-66(C)(6) of the Ordinance, FIRE AGENCY shall prepare an annual report to be provided to SCFCA no later than September 30th to be included in the SCFCA's annual report to the Oversight Committee.
8. Appropriations Limit. As provided in Section 12-64 of the Ordinance, revenue generated by the Ordinance shall be attributed to the appropriations limit of the County, and not to the appropriations limit of any Recipients.
9. Records. The Parties shall retain all records regarding expenditures of funds generated by the Ordinance for a period of three (3) years from the date of the expenditure and make available as soon as practicable to each Party.
10. Audit authority of Oversight Committee. Subject to Sections 12-67(C) and 12-67(D) of the Ordinance, the Oversight Committee shall have the authority to audit the receipt and expenditures as set forth in the annual reports submitted by Recipients.

11. Over Allocation. If COUNTY over allocates funds to FIRE AGENCY for any reason, FIRE AGENCY agrees to return the amount of such over allocation to COUNTY to be re-allocated per Section 12-66(D).
12. County Costs. As provided in Section 12-66(C)(5), the Parties agree COUNTY is authorized to allocate funds collected pursuant to the Ordinance to pay for expenses incurred which relate to the implementation of the tax, including payments necessary for the operation of the Oversight Committee and Ordinance reporting. The Parties further agree that any costs that exceed the County of Sonoma ACTTC Administrative Fee allocation as set forth in Section 12-66(D) shall be removed from the total tax proceeds prior to distribution of funds to all respective agencies.
13. Indemnification. FIRE AGENCY shall defend, indemnify and hold harmless COUNTY, its officers, officials, and employees, from and against any and all demands, claims, actions, litigation or other proceedings, liability, damages and costs (including but not limited to attorney fees), that arise out of, pertain to or relate in whole or in part to COUNTY'S obligations under this agreement, excepting only matters that are based upon the County's gross negligence or willful misconduct.
14. Notices. Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or register mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

TO FIRE AGENCY: GRATON FIRE PROTECTION DISTRICT
 PO Box A
 Graton, CA 95444-A

TO COUNTY: County of Sonoma
 Auditor-Controller-Treasurer-Tax Collector
 585 Fiscal Drive, #100
 Santa Rosa, CA 95403

15. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.
16. Integration. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

17. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
18. Independent Agencies. The Parties renders their services under this Agreement as independent agencies. None of either Party's agents or employees shall be agents or employees of the other Party.
19. Assignment. The Agreement may not be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other party.
20. Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the COUNTY or FIRE AGENCY as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above. Notwithstanding the foregoing, per Section 12-66(E)(2) of the Ordinance, in the event any enumerated entity in Section 12-66(D) consolidates with or is annexed by another entity, the successor agency shall receive the funds allocated to the enumerated entity.
21. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

22. Limitations

- a. All obligations of COUNTY under the terms of this Agreement are expressly subject to COUNTY'S continued authorization to collect and allocate the sales tax proceeds generated by the Ordinance. If for any reason COUNTY'S right to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, COUNTY shall promptly notify FIRE AGENCY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of COUNTY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of COUNTY under all outstanding contracts, agreements to other obligations of COUNTY, of funds for such purposes.

- b. All obligations of FIRE AGENCY under the terms of this Agreement are expressly subject to FIRE AGENCY's continued authorization to receive and spend the sales tax proceeds generated by the Ordinance. If for any reason FIRE AGENCY's right or ability to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, FIRE AGENCY shall promptly notify COUNTY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of FIRE AGENCY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of FIRE AGENCY under all outstanding contracts, agreements to other obligations of FIRE AGENCY, of funds for such purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF SONOMA

GRATON FIRE PROTECTION DISTRICT

By: _____
Board of Supervisors, Chairperson

By: _____
Bill Bullard, Fire Chief

ATTEST:

By: _____
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO LEGAL FORM
FOR COUNTY:

FOR FIRE AGENCY:

County Counsel

Counsel

EXHIBIT A

ANNUAL REPORT TO MEASURE H OVERSIGHT COMMITTEE

Pursuant to the requirements of Sonoma County Code section 12-67(B), this is the annual report of the allocation of funds received by the reporting agency under the Sonoma County voter-approved Measure H, "The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance" (the "Ordinance").

Name of Agency receiving Measure H funds: _____

Reporting period: FY 24-25 (4/26/24 to 6/30/25 (with April-June proceeds received 9/10/25))

1. Detail of the activities related to the Ordinance this reporting period, based on attached budget to actual report, balance sheet, and fund balance report.
2. Summary of the positions and start up, equipment and facilities that were funded with revenue from the Ordinance.
3. The specific activities that support fire prevention, including vegetation management.
4. Update on the status of facility capital improvement projects that are funded with revenue from the Ordinance.
5. Demonstration of compliance with the requirement that revenue from the Ordinance shall be used for enhancing operations.

Proportional budget allocation for fire related services:

FY 21-22 \$ _____; FY 21-22 _____%; this reporting period: \$ _____; _____%.

Personnel expenditures: FY 21-22 \$ _____; this reporting period \$ _____.

6. Any material changes in service needs within the agency's jurisdiction or countywide.
7. Any remaining funds from allocations provided in previous years, and an explanation for proposed use of such funds.

Required Attachments:

Annual Budget

Budget to Actual Report

Balance Sheet

Fund Balance Report

Most recent annual audit and/or other independent financial review

FY 21-22 budget documents showing baseline dollar figure for maintenance of effort and personnel expenditures.

**MEASURE H FUNDING AGREEMENT
BETWEEN THE COUNTY OF SONOMA AND
KENWOOD FIRE PROTECTION DISTRICT**

This Agreement is made and entered into as of 1/17/25 (“Effective Date”) by and between the County of Sonoma, a political subdivision of the State of California, and Kenwood Fire Protection District, hereinafter referred to as “COUNTY” and the “FIRE AGENCY”, and collectively as “the Parties.”

RECITALS

WHEREAS, on March 5, 2024, the voters of Sonoma County approved Measure H, “The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance”, which added Article VIII to Chapter 12 of the Sonoma County Code (hereinafter “the Ordinance”); and

WHEREAS, the Ordinance provides funding to achieve effective and efficient regional fire response services throughout Sonoma County; and

WHEREAS, the County of Sonoma is charged with a fiduciary duty in administering the tax proceeds generated by the Ordinance and implementation of the Ordinance is the responsibility of an Oversight Committee which reports directly to the Sonoma County Board of Supervisors; and

WHEREAS, Section 12-61 of the Ordinance states: “The Expenditure Plan set forth in section 12-66 is intended as a specific and legally binding and enforceable limitation on how the proceeds of the transactions and use tax imposed by this Ordinance may be spent”; and

WHEREAS, as part of the Ordinance Expenditure Plan, Section 12-66(D) provides allocation percentages for entities receiving funds generated by the Ordinance (“Recipients”); and

WHEREAS, as part of independent Oversight Committee and performance audit, Section 12-67(B) of the Ordinance requires Recipients to prepare and distribute to the Oversight Committee specific information in annual reports not later than December 31st of each year; and

WHEREAS, as part of the oversight and administration of the Ordinance, Section 12-68(A) of the Ordinance requires a funding agreement between the County of Sonoma and Recipients before any tax proceeds are distributed; and

WHEREAS, Section 12-65 of the Ordinance requires that Ordinance proceeds shall not be used to supplant FIRE AGENCY’S historical proportional allocation to fire related services and establishes a baseline maintenance of effort requirement that shall not be violated; and

WHEREAS, Section 12-68(A) of the Ordinance further requires that the funding agreement between the County of Sonoma and Recipients shall establish existing revenue used to fund existing personnel in order to establish the baseline for measuring compliance with the

requirement that sales tax proceeds generated by the Ordinance shall only be used to pay for additional personnel; and

WHEREAS, the County of Sonoma and Recipients desire to have a uniform agreement to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and FIRE AGENCY do hereby agree as follows:

1. The Parties agree to comply with the purpose, intent, use of fund limitations and specific implementation provisions of the Ordinance, which became operative October 1, 2024.
2. Allocation of Funds. As provided in Section 12-66(D), the allocation percentage of funds generated by the Ordinance to be received by FIRE AGENCY is one and eighty-seven hundredths percent (1.87%), to be used for the purposes set forth in Sections 12-66(B) and 12-66(C) of the Ordinance. As provided in Section 12-66(E), the successor fire agency of any enumerated entity in Section 12-66(D) shall receive the funds set forth in that section.
3. Distribution of Funds. COUNTY shall distribute the sales tax proceeds to FIRE AGENCY on a quarterly basis based on the following schedule:

July – September proceeds will be distributed by the 10th of December;
October – December proceeds will be distributed by the 10th of March;
January – March proceeds will be distributed by the 10th of June;
April – June proceeds will be distributed by the 10th of September.

The first distribution of tax proceeds from COUNTY to FIRE AGENCY per the Ordinance and this Agreement will be the by the 10th of March 2025 for the October – December 2024 collection date.

4. Baseline maintenance of effort. As provided in Section 12-65, Ordinance proceeds shall not be used to supplant FIRE AGENCY'S historical general fund contribution for providing fire related services. The proportional allocation to determine maintenance of effort is FIRE AGENCY'S baseline operating budget for Fiscal Year 2021-2022, which includes ad valorem property taxes, parcel taxes or any other taxes and/or fees in support of the operating cost for providing fire related services but excluding limited term funds such as capital projects, grants, grant matches or other one-time revenues, will be reported on the FIRE AGENCY's Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY's proportional allocation. If the proportional allocation to FIRE AGENCY in any subsequent fiscal year is materially less than the FY 21/22 allocation, then the jurisdiction that provides funding shall be deemed to violate the maintenance of effort requirement.

5. Baseline personnel funding. For the purposes of Section 12-68(A) of the Ordinance, as provided in the operating budget for Fiscal Year 2021-2022, FIRE AGENCY'S annual existing revenues used to fund existing personnel in order to establish the baseline for measuring compliance with the requirement that sales tax proceeds shall only be used to pay for additional personnel will be reported on the FIRE AGENCY's Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY's baseline personnel funding.
6. 30-year limit on Bonded Indebtedness. As provided in Sections 12-63 and 12-66(C), FIRE AGENCY may issue limited tax bonds to finance any program or project in accordance with the Ordinance Expenditure Plan, as allowed by applicable law and as approved by their respective legislative body. The maximum bonded indebtedness shall not exceed the projected 30-year distribution of FIRE AGENCY'S annual allocation and any costs associated with the issuance of such bonds shall be accounted for within the program category in which the bond proceeds are used
7. Reporting Requirements.
 - a. In order to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance as set forth in Section 12-67(B) of the Ordinance, annual reports to the Oversight Committee shall be made by FIRE AGENCY not later than December 31st of each year in the form attached hereto as Exhibit A.
 - b. If FIRE AGENCY receives funding as part of the Countywide Expenditures from the Sonoma County Fire Chiefs Association ("SCFCA") pursuant to Section 12-66(C)(6) of the Ordinance, FIRE AGENCY shall prepare an annual report to be provided to SCFCA no later than September 30th to be included in the SCFCA's annual report to the Oversight Committee.
8. Appropriations Limit. As provided in Section 12-64 of the Ordinance, revenue generated by the Ordinance shall be attributed to the appropriations limit of the County, and not to the appropriations limit of any Recipients.
9. Records. The Parties shall retain all records regarding expenditures of funds generated by the Ordinance for a period of three (3) years from the date of the expenditure and make available as soon as practicable to each Party.
10. Audit authority of Oversight Committee. Subject to Sections 12-67(C) and 12-67(D) of the Ordinance, the Oversight Committee shall have the authority to audit the receipt and expenditures as set forth in the annual reports submitted by Recipients.

11. Over Allocation. If COUNTY over allocates funds to FIRE AGENCY for any reason, FIRE AGENCY agrees to return the amount of such over allocation to COUNTY to be re-allocated per Section 12-66(D).
12. County Costs. As provided in Section 12-66(C)(5), the Parties agree COUNTY is authorized to allocate funds collected pursuant to the Ordinance to pay for expenses incurred which relate to the implementation of the tax, including payments necessary for the operation of the Oversight Committee and Ordinance reporting. The Parties further agree that any costs that exceed the County of Sonoma ACTTC Administrative Fee allocation as set forth in Section 12-66(D) shall be removed from the total tax proceeds prior to distribution of funds to all respective agencies.
13. Indemnification. FIRE AGENCY shall defend, indemnify and hold harmless COUNTY, its officers, officials, and employees, from and against any and all demands, claims, actions, litigation or other proceedings, liability, damages and costs (including but not limited to attorney fees), that arise out of, pertain to or relate in whole or in part to COUNTY'S obligations under this agreement, excepting only matters that are based upon the County's gross negligence or willful misconduct.
14. Notices. Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or register mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

TO FIRE AGENCY:	Kenwood Fire Protection District 9045 Sonoma Highway Kenwood, CA 95452
TO COUNTY:	County of Sonoma Auditor-Controller-Treasurer-Tax Collector 585 Fiscal Drive, #100 Santa Rosa, CA 95403
15. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.
16. Integration. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

17. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
18. Independent Agencies. The Parties renders their services under this Agreement as independent agencies. None of either Party's agents or employees shall be agents or employees of the other Party.
19. Assignment. The Agreement may not be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other party.
20. Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the COUNTY or FIRE AGENCY as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above. Notwithstanding the foregoing, per Section 12-66(E)(2) of the Ordinance, in the event any enumerated entity in Section 12-66(D) consolidates with or is annexed by another entity, the successor agency shall receive the funds allocated to the enumerated entity.
21. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
22. Limitations
 - a. All obligations of COUNTY under the terms of this Agreement are expressly subject to COUNTY'S continued authorization to collect and allocate the sales tax proceeds generated by the Ordinance. If for any reason COUNTY'S right to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, COUNTY shall promptly notify FIRE AGENCY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of COUNTY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of COUNTY under all outstanding contracts, agreements to other obligations of COUNTY, of funds for such purposes.


b. All obligations of FIRE AGENCY under the terms of this Agreement are expressly subject to FIRE AGENCY's continued authorization to receive and spend the sales tax proceeds generated by the Ordinance. If for any reason FIRE AGENCY's right or ability to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, FIRE AGENCY shall promptly notify COUNTY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of FIRE AGENCY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of FIRE AGENCY under all outstanding contracts, agreements to other obligations of FIRE AGENCY, of funds for such purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF SONOMA

KENWOOD FIRE PROTECTION DISTRICT

By: _____
Board of Supervisors, Chairperson

By: 
CHAIR OF BOARD

ATTEST:

By: _____
Clerk of the Board of Supervisors

By: 
DISTRICT ADMIN OFFICER

APPROVED AS TO LEGAL FORM
FOR COUNTY:

FOR FIRE AGENCY:

County Counsel


Counsel

EXHIBIT A

ANNUAL REPORT TO MEASURE H OVERSIGHT COMMITTEE

Pursuant to the requirements of Sonoma County Code section 12-67(B), this is the annual report of the allocation of funds received by the reporting agency under the Sonoma County voter-approved Measure H, "The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance" (the "Ordinance").

Name of Agency receiving Measure H funds: _____

Reporting period: FY 24-25 (4/26/24 to 6/30/25 (with April-June proceeds received 9/10/25))

1. Detail of the activities related to the Ordinance this reporting period, based on attached budget to actual report, balance sheet, and fund balance report.
2. Summary of the positions and start up, equipment and facilities that were funded with revenue from the Ordinance.
3. The specific activities that support fire prevention, including vegetation management.
4. Update on the status of facility capital improvement projects that are funded with revenue from the Ordinance.
5. Demonstration of compliance with the requirement that revenue from the Ordinance shall be used for enhancing operations.

Proportional budget allocation for fire related services:

FY 21-22 \$ _____; FY 21-22 ____%; this reporting period: \$ _____; ____%.

Personnel expenditures: FY 21-22 \$ _____; this reporting period \$ _____.

6. Any material changes in service needs within the agency's jurisdiction or countywide.
7. Any remaining funds from allocations provided in previous years, and an explanation for proposed use of such funds.

Required Attachments:

Annual Budget

Budget to Actual Report

Balance Sheet

Fund Balance Report

Most recent annual audit and/or other independent financial review

FY 21-22 budget documents showing baseline dollar figure for maintenance of effort and personnel expenditures.

**MEASURE H FUNDING AGREEMENT
BETWEEN THE COUNTY OF SONOMA AND
MONTE RIO FIRE PROTECTION DISTRICT**

This Agreement is made and entered into as of January 21, 2025 (“Effective Date”) by and between the County of Sonoma, a political subdivision of the State of California, and Monte Rio Fire Protection District, hereinafter referred to as “COUNTY” and the “FIRE AGENCY”, and collectively as “the Parties.”

RECITALS

WHEREAS, on March 5, 2024, the voters of Sonoma County approved Measure H, “The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance”, which added Article VIII to Chapter 12 of the Sonoma County Code (hereinafter “the Ordinance”); and

WHEREAS, the Ordinance provides funding to achieve effective and efficient regional fire response services throughout Sonoma County; and

WHEREAS, the County of Sonoma is charged with a fiduciary duty in administering the tax proceeds generated by the Ordinance and implementation of the Ordinance is the responsibility of an Oversight Committee which reports directly to the Sonoma County Board of Supervisors; and

WHEREAS, Section 12-61 of the Ordinance states: “The Expenditure Plan set forth in section 12-66 is intended as a specific and legally binding and enforceable limitation on how the proceeds of the transactions and use tax imposed by this Ordinance may be spent”; and

WHEREAS, as part of the Ordinance Expenditure Plan, Section 12-66(D) provides allocation percentages for entities receiving funds generated by the Ordinance (“Recipients”); and

WHEREAS, as part of independent Oversight Committee and performance audit, Section 12-67(B) of the Ordinance requires Recipients to prepare and distribute to the Oversight Committee specific information in annual reports not later than December 31st of each year; and

WHEREAS, as part of the oversight and administration of the Ordinance, Section 12-68(A) of the Ordinance requires a funding agreement between the County of Sonoma and Recipients before any tax proceeds are distributed; and

WHEREAS, Section 12-65 of the Ordinance requires that Ordinance proceeds shall not be used to supplant FIRE AGENCY’S historical proportional allocation to fire related services and establishes a baseline maintenance of effort requirement that shall not be violated; and

WHEREAS, Section 12-68(A) of the Ordinance further requires that the funding agreement between the County of Sonoma and Recipients shall establish existing revenue used to fund existing personnel in order to establish the baseline for measuring compliance with the

requirement that sales tax proceeds generated by the Ordinance shall only be used to pay for additional personnel; and

WHEREAS, the County of Sonoma and Recipients desire to have a uniform agreement to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and FIRE AGENCY do hereby agree as follows:

1. The Parties agree to comply with the purpose, intent, use of fund limitations and specific implementation provisions of the Ordinance, which became operative October 1, 2024.
2. Allocation of Funds. As provided in Section 12-66(D), the allocation percentage of funds generated by the Ordinance to be received by FIRE AGENCY is two and forty-three hundredths percent (2.43%), to be used for the purposes set forth in Sections 12-66(B) and 12-66(C) of the Ordinance. As provided in Section 12-66(E), the successor fire agency of any enumerated entity in Section 12-66(D) shall receive the funds set forth in that section.
3. Distribution of Funds. COUNTY shall distribute the sales tax proceeds to FIRE AGENCY on a quarterly basis based on the following schedule:

July – September proceeds will be distributed by the 10th of December;
October – December proceeds will be distributed by the 10th of March;
January – March proceeds will be distributed by the 10th of June;
April – June proceeds will be distributed by the 10th of September.

The first distribution of tax proceeds from COUNTY to FIRE AGENCY per the Ordinance and this Agreement will be the by the 10th of March 2025 for the October – December 2024 collection date.

4. Baseline maintenance of effort. As provided in Section 12-65, Ordinance proceeds shall not be used to supplant FIRE AGENCY’S historical general fund contribution for providing fire related services. The proportional allocation to determine maintenance of effort is FIRE AGENCY’S baseline operating budget for Fiscal Year 2021-2022, which includes ad valorem property taxes, parcel taxes or any other taxes and/or fees in support of the operating cost for providing fire related services but excluding limited term funds such as capital projects, grants, grant matches or other one-time revenues, will be reported on the FIRE AGENCY’S Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY’S proportional allocation. If the proportional allocation to FIRE AGENCY in any subsequent fiscal year is materially less than the FY 21/22 allocation, then the jurisdiction that provides funding shall be deemed to violate the maintenance of effort requirement.

5. Baseline personnel funding. For the purposes of Section 12-68(A) of the Ordinance, as provided in the operating budget for Fiscal Year 2021-2022, FIRE AGENCY'S annual existing revenues used to fund existing personnel in order to establish the baseline for measuring compliance with the requirement that sales tax proceeds shall only be used to pay for additional personnel will be reported on the FIRE AGENCY's Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY's baseline personnel funding.
6. 30-year limit on Bonded Indebtedness. As provided in Sections 12-63 and 12-66(C), FIRE AGENCY may issue limited tax bonds to finance any program or project in accordance with the Ordinance Expenditure Plan, as allowed by applicable law and as approved by their respective legislative body. The maximum bonded indebtedness shall not exceed the projected 30-year distribution of FIRE AGENCY'S annual allocation and any costs associated with the issuance of such bonds shall be accounted for within the program category in which the bond proceeds are used
7. Reporting Requirements.
 - a. In order to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance as set forth in Section 12-67(B) of the Ordinance, annual reports to the Oversight Committee shall be made by FIRE AGENCY not later than December 31st of each year in the form attached hereto as Exhibit A.
 - b. If FIRE AGENCY receives funding as part of the Countywide Expenditures from the Sonoma County Fire Chiefs Association ("SCFCA") pursuant to Section 12-66(C)(6) of the Ordinance, FIRE AGENCY shall prepare an annual report to be provided to SCFCA no later than September 30th to be included in the SCFCA's annual report to the Oversight Committee.
8. Appropriations Limit. As provided in Section 12-64 of the Ordinance, revenue generated by the Ordinance shall be attributed to the appropriations limit of the County, and not to the appropriations limit of any Recipients.
9. Records. The Parties shall retain all records regarding expenditures of funds generated by the Ordinance for a period of three (3) years from the date of the expenditure.
10. Audit authority of Oversight Committee. Subject to Sections 12-67(C) and 12-67(D) of the Ordinance, the Oversight Committee shall have the authority to audit the receipt and expenditures as set forth in the annual reports submitted by Recipients.

11. Over Allocation. If COUNTY over allocates funds to FIRE AGENCY for any reason, FIRE AGENCY agrees to return the amount of such over allocation to COUNTY to be re-allocated per Section 12-66(D).
12. County Costs. As provided in Section 12-66(C)(5), the Parties agree COUNTY is authorized to allocate funds collected pursuant to the Ordinance to pay for expenses incurred which relate to the implementation of the tax, including payments necessary for the operation of the Oversight Committee and Ordinance reporting. The Parties further agree that any costs that exceed the County of Sonoma ACTTC Administrative Fee allocation as set forth in Section 12-66(D) shall be removed from the total tax proceeds prior to distribution of funds to all respective agencies.
13. Indemnification. FIRE AGENCY shall defend, indemnify and hold harmless COUNTY, its officers, officials, and employees, from and against any and all demands, claims, actions, litigation or other proceedings, liability, damages and costs (including but not limited to attorney fees), that arise out of, pertain to or relate in whole or in part to COUNTY'S obligations under this agreement, excepting only matters that are based upon the County's gross negligence or willful misconduct.
14. Notices. Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or register mail, return receipt requested. to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

TO FIRE AGENCY: Monte Rio Fire Protection District
 P.O. Box 279
 Monte Rio, CA 95462

TO COUNTY: County of Sonoma
 Auditor-Controller-Treasurer-Tax Collector
 585 Fiscal Drive, #100
 Santa Rosa, CA 95403

15. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.
16. Integration. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

17. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
18. Independent Agencies. The Parties renders their services under this Agreement as independent agencies. None of either Party's agents or employees shall be agents or employees of the other Party.
19. Assignment. The Agreement may not be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other party.
20. Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the COUNTY or FIRE AGENCY as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above. Notwithstanding the foregoing, per Section 12-66(E)(2) of the Ordinance, in the event any enumerated entity in Section 12-66(D) consolidates with or is annexed by another entity, the successor agency shall receive the funds allocated to the enumerated entity.
21. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
22. Limitations
 - a. All obligations of COUNTY under the terms of this Agreement are expressly subject to COUNTY'S continued authorization to collect and allocate the sales tax proceeds generated by the Ordinance. If for any reason COUNTY'S right to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, COUNTY shall promptly notify FIRE AGENCY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of COUNTY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of COUNTY under all outstanding contracts, agreements to other obligations of COUNTY, of funds for such purposes.

- b. All obligations of FIRE AGENCY under the terms of this Agreement are expressly subject to FIRE AGENCY's continued authorization to receive and spend the sales tax proceeds generated by the Ordinance. If for any reason FIRE AGENCY's right or ability to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, FIRE AGENCY shall promptly notify COUNTY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of FIRE AGENCY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of FIRE AGENCY under all outstanding contracts, agreements to other obligations of FIRE AGENCY, of funds for such purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF SONOMA

MONTE RIO FIRE PROTECTION DISTRICT

By: _____
Board of Supervisors, Chairperson

By: 

ATTEST:

By: _____
Clerk of the Board of Supervisors

By: 

APPROVED AS TO LEGAL FORM

FOR COUNTY:

FOR FIRE AGENCY:

County Counsel



Counsel

EXHIBIT A

ANNUAL REPORT TO MEASURE H OVERSIGHT COMMITTEE

Pursuant to the requirements of Sonoma County Code section 12-67(B), this is the annual report of the allocation of funds received by the reporting agency under the Sonoma County voter-approved Measure H, “The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance” (the “Ordinance”).

Name of Agency receiving Measure H funds: _____

Reporting period: FY 24-25 (4/26/24 to 6/30/25 (with April-June proceeds received 9/10/25))

1. Detail of the activities related to the Ordinance this reporting period, based on attached budget to actual report, balance sheet, and fund balance report.
2. Summary of the positions and start up, equipment and facilities that were funded with revenue from the Ordinance.
3. The specific activities that support fire prevention, including vegetation management.
4. Update on the status of facility capital improvement projects that are funded with revenue from the Ordinance.
5. Demonstration of compliance with the requirement that revenue from the Ordinance shall be used for enhancing operations.

Proportional budget allocation for fire related services:

FY 21-22 \$ _____; FY 21-22 ____%; this reporting period: \$ _____; ____%.

Personnel expenditures: FY 21-22 \$ _____; this reporting period \$ _____.

6. Any material changes in service needs within the agency’s jurisdiction or countywide.
7. Any remaining funds from allocations provided in previous years, and an explanation for proposed use of such funds.

Required Attachments:

Annual Budget

Budget to Actual Report

Balance Sheet

Fund Balance Report

Most recent annual audit and/or other independent financial review

FY 21-22 budget documents showing baseline dollar figure for maintenance of effort and personnel expenditures.

**MEASURE H FUNDING AGREEMENT
BETWEEN THE COUNTY OF SONOMA AND
NORTH SONOMA COAST FIRE PROTECTION DISTRICT**

This Agreement is made and entered into as of _____ (“Effective Date”) by and between the County of Sonoma, a political subdivision of the State of California, and North Sonoma Coast Fire Protection District, hereinafter referred to as “COUNTY” and the “FIRE AGENCY”, and collectively as “the Parties.”

RECITALS

WHEREAS, on March 5, 2024, the voters of Sonoma County approved Measure H, “The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance”, which added Article VIII to Chapter 12 of the Sonoma County Code (hereinafter “the Ordinance”); and

WHEREAS, the Ordinance provides funding to achieve effective and efficient regional fire response services throughout Sonoma County; and

WHEREAS, the County of Sonoma is charged with a fiduciary duty in administrating the tax proceeds generated by the Ordinance and implementation of the Ordinance is the responsibility of an Oversight Committee which reports directly to the Sonoma County Board of Supervisors; and

WHEREAS, Section 12-61 of the Ordinance states: “The Expenditure Plan set forth in section 12-66 is intended as a specific and legally binding and enforceable limitation on how the proceeds of the transactions and use tax imposed by this Ordinance may be spent”; and

WHEREAS, as part of the Ordinance Expenditure Plan, Section 12-66(D) provides allocation percentages for entities receiving funds generated by the Ordinance (“Recipients”); and

WHEREAS, as part of independent Oversight Committee and performance audit, Section 12-67(B) of the Ordinance requires Recipients to prepare and distribute to the Oversight Committee specific information in annual reports not later than December 31st of each year; and

WHEREAS, as part of the oversight and administration of the Ordinance, Section 12-68(A) of the Ordinance requires a funding agreement between the County of Sonoma and Recipients before any tax proceeds are distributed; and

WHEREAS, Section 12-65 of the Ordinance requires that Ordinance proceeds shall not be used to supplant FIRE AGENCY’S historical proportional allocation to fire related services and establishes a baseline maintenance of effort requirement that shall not be violated; and

WHEREAS, Section 12-68(A) of the Ordinance further requires that the funding agreement between the County of Sonoma and Recipients shall establish existing revenue used to fund existing personnel in order to establish the baseline for measuring compliance with the

requirement that sales tax proceeds generated by the Ordinance shall only be used to pay for additional personnel; and

WHEREAS, the County of Sonoma and Recipients desire to have a uniform agreement to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and FIRE AGENCY do hereby agree as follows:

1. The Parties agree to comply with the purpose, intent, use of fund limitations and specific implementation provisions of the Ordinance, which became operative October 1, 2024.
2. Allocation of Funds. As provided in Section 12-66(D), the allocation percentage of funds generated by the Ordinance to be received by FIRE AGENCY is two and thirty-nine one hundredths percent (2.39%), to be used for the purposes set forth in Sections 12-66(B) and 12-66(C) of the Ordinance. As provided in Section 12-66(E), the successor fire agency of any enumerated entity in Section 12-66(D) shall receive the funds set forth in that section.
3. Distribution of Funds. COUNTY shall distribute the sales tax proceeds to FIRE AGENCY on a quarterly basis based on the following schedule:

July – September proceeds will be distributed by the 10th of December;
October – December proceeds will be distributed by the 10th of March;
January – March proceeds will be distributed by the 10th of June;
April – June proceeds will be distributed by the 10th of September.

The first distribution of tax proceeds from COUNTY to FIRE AGENCY per the Ordinance and this Agreement will be by the 10th of March 2025 for the October – December 2024 collection date.

4. Baseline maintenance of effort. As provided in Section 12-65, Ordinance proceeds shall not be used to supplant FIRE AGENCY'S historical general fund contribution for providing fire related services. The proportional allocation to determine maintenance of effort is FIRE AGENCY'S baseline operating budget for Fiscal Year 2021-2022, which includes ad valorem property taxes, parcel taxes or any other taxes and/or fees in support of the operating cost for providing fire related services but excluding limited term funds such as capital projects, grants, grant matches or other one-time revenues, will be reported on the FIRE AGENCY's Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY's proportional allocation. If the proportional allocation to FIRE AGENCY in any subsequent fiscal year is materially less than the FY 21/22 allocation, then the jurisdiction that provides funding shall be deemed to violate the maintenance of effort requirement.

5. **Baseline personnel funding.** For the purposes of Section 12-68(A) of the Ordinance, as provided in the operating budget for Fiscal Year 2021-2022, FIRE AGENCY'S annual existing revenues used to fund existing personnel in order to establish the baseline for measuring compliance with the requirement that sales tax proceeds shall only be used to pay for additional personnel will be reported on the FIRE AGENCY'S Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY'S baseline personnel funding.
6. **30-year limit on Bonded Indebtedness.** As provided in Sections 12-63 and 12-66(C), FIRE AGENCY may issue limited tax bonds to finance any program or project in accordance with the Ordinance Expenditure Plan, as allowed by applicable law and as approved by their respective legislative body. The maximum bonded indebtedness shall not exceed the projected 30-year distribution of FIRE AGENCY'S annual allocation and any costs associated with the issuance of such bonds shall be accounted for within the program category in which the bond proceeds are used
7. **Reporting Requirements.**
 - a. In order to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance as set forth in Section 12-67(B) of the Ordinance, annual reports to the Oversight Committee shall be made by FIRE AGENCY not later than December 31st of each year in the form attached hereto as Exhibit A.
 - b. If FIRE AGENCY receives funding as part of the Countywide Expenditures from the Sonoma County Fire Chiefs Association ("SCFCA") pursuant to Section 12-66(C)(6) of the Ordinance, FIRE AGENCY shall prepare an annual report to be provided to SCFCA no later than September 30th to be included in the SCFCA's annual report to the Oversight Committee.
8. **Appropriations Limit.** As provided in Section 12-64 of the Ordinance, revenue generated by the Ordinance shall be attributed to the appropriations limit of the County, and not to the appropriations limit of any Recipients.
9. **Records.** The Parties shall retain all records regarding expenditures of funds generated by the Ordinance for a period of three (3) years from the date of the expenditure.
10. **Audit authority of Oversight Committee.** Subject to Sections 12-67(C) and 12-67(D) of the Ordinance, the Oversight Committee shall have the authority to audit the receipt and expenditures as set forth in the annual reports submitted by Recipients.

11. **Over Allocation.** If COUNTY over allocates funds to FIRE AGENCY for any reason, FIRE AGENCY agrees to return the amount of such over allocation to COUNTY to be re-allocated per Section 12-66(D).
12. **County Costs.** As provided in Section 12-66(C)(5), the Parties agree COUNTY is authorized to allocate funds collected pursuant to the Ordinance to pay for expenses incurred which relate to the implementation of the tax, including payments necessary for the operation of the Oversight Committee and Ordinance reporting. The Parties further agree that any costs that exceed the County of Sonoma ACTTC Administrative Fee allocation as set forth in Section 12-66(D) shall be removed from the total tax proceeds prior to distribution of funds to all respective agencies.
13. **Indemnification.** North Sonoma Coast Fire Protection District shall defend, indemnify and hold harmless COUNTY, its officers, officials, and employees, from and against any and all demands, claims, actions, litigation or other proceedings, liability, damages and costs (including but not limited to attorney fees), that arise out of, pertain to or relate in whole or in part to COUNTY'S obligations under this agreement, excepting only matters that are based upon the County's gross negligence or willful misconduct.
14. **Notices.** Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or register mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

TO FIRE AGENCY: North Sonoma Coast Fire Protection District
 PO Box 386
 The Sea Ranch, CA 95497

TO COUNTY: County of Sonoma
 Auditor-Controller-Treasurer-Tax Collector
 585 Fiscal Drive, #100
 Santa Rosa, CA 95403

15. **Additional Acts and Documents.** Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.
16. **Integration.** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

17. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
18. Independent Agencies. The Parties renders their services under this Agreement as independent agencies. None of either Party's agents or employees shall be agents or employees of the other Party.
19. Assignment. The Agreement may not be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other party.
20. Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the COUNTY or FIRE AGENCY as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above. Notwithstanding the foregoing, per Section 12-66(E)(2) of the Ordinance, in the event any enumerated entity in Section 12-66(D) consolidates with or is annexed by another entity, the successor agency shall receive the funds allocated to the enumerated entity.
21. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
22. Limitations
 - a. All obligations of COUNTY under the terms of this Agreement are expressly subject to COUNTY'S continued authorization to collect and allocate the sales tax proceeds generated by the Ordinance. If for any reason COUNTY'S right to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, COUNTY shall promptly notify FIRE AGENCY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of COUNTY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of COUNTY under all outstanding contracts, agreements to other obligations of COUNTY, of funds for such purposes.

- b. All obligations of FIRE AGENCY under the terms of this Agreement are expressly subject to FIRE AGENCY's continued authorization to receive and spend the sales tax proceeds generated by the Ordinance. If for any reason FIRE AGENCY's right or ability to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, FIRE AGENCY shall promptly notify COUNTY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of FIRE AGENCY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of FIRE AGENCY under all outstanding contracts, agreements to other obligations of FIRE AGENCY, of funds for such purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF SONOMA

NORTH SONOMA COAST FIRE PROTECTION DISTRICT

By: _____
Board of Supervisors, Chairperson

By: _____
NSCFPD Fire Chief

ATTEST:

By: _____
Clerk of the Board of Supervisors

Clerk of the Board

APPROVED AS TO LEGAL FORM

FOR COUNTY:

FOR FIRE AGENCY:

County Counsel

Counsel
Benjamin P. Fay, Jarvis Fay LLP

EXHIBIT A

ANNUAL REPORT TO MEASURE H OVERSIGHT COMMITTEE

Pursuant to the requirements of Sonoma County Code section 12-67(B), this is the annual report of the allocation of funds received by the reporting agency under the Sonoma County voter-approved Measure H, "The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance" (the "Ordinance").

Name of Agency receiving Measure H funds: _____

Reporting period: FY 24-25 (4/26/24 to 6/30/25 (with April-June proceeds received 9/10/25))

1. Detail of the activities related to the Ordinance this reporting period, based on attached budget to actual report, balance sheet, and fund balance report.
2. Summary of the positions and start up, equipment and facilities that were funded with revenue from the Ordinance.
3. The specific activities that support fire prevention, including vegetation management.
4. Update on the status of facility capital improvement projects that are funded with revenue from the Ordinance.
5. Demonstration of compliance with the requirement that revenue from the Ordinance shall be used for enhancing operations.

Proportional budget allocation for fire related services:

FY 21-22 \$ _____; FY 21-22 ____%; this reporting period: \$ _____; ____%.

Personnel expenditures: FY 21-22 \$ _____; this reporting period \$ _____.

6. Any material changes in service needs within the agency's jurisdiction or countywide.
7. Any remaining funds from allocations provided in previous years, and an explanation for proposed use of such funds.

Required Attachments:

Annual Budget

Budget to Actual Report

Balance Sheet

Fund Balance Report

Most recent annual audit and/or other independent financial review

FY 21-22 budget documents showing baseline dollar figure for maintenance of effort and personnel expenditures.

MEASURE H FUNDING AGREEMENT
BETWEEN THE COUNTY OF SONOMA AND
NORTHERN SONOMA COUNTY FIRE PROTECTION DISTRICT

This Agreement is made and entered into as of _____ (“Effective Date”) by and between the County of Sonoma, a political subdivision of the State of California, and Northern Sonoma County Fire Protection District, hereinafter referred to as “COUNTY” and the “FIRE AGENCY”, and collectively as “the Parties.”

RECITALS

WHEREAS, on March 5, 2024, the voters of Sonoma County approved Measure H, “The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance”, which added Article VIII to Chapter 12 of the Sonoma County Code (hereinafter “the Ordinance”); and

WHEREAS, the Ordinance provides funding to achieve effective and efficient regional fire response services throughout Sonoma County; and

WHEREAS, the County of Sonoma is charged with a fiduciary duty in administrating the tax proceeds generated by the Ordinance and implementation of the Ordinance is the responsibility of an Oversight Committee which reports directly to the Sonoma County Board of Supervisors; and

WHEREAS, Section 12-61 of the Ordinance states: “The Expenditure Plan set forth in section 12-66 is intended as a specific and legally binding and enforceable limitation on how the proceeds of the transactions and use tax imposed by this Ordinance may be spent”; and

WHEREAS, as part of the Ordinance Expenditure Plan, Section 12-66(D) provides allocation percentages for entities receiving funds generated by the Ordinance (“Recipients”); and

WHEREAS, as part of independent Oversight Committee and performance audit, Section 12-67(B) of the Ordinance requires Recipients to prepare and distribute to the Oversight Committee specific information in annual reports not later than December 31st of each year; and

WHEREAS, as part of the oversight and administration of the Ordinance, Section 12-68(A) of the Ordinance requires a funding agreement between the County of Sonoma and Recipients before any tax proceeds are distributed; and

WHEREAS, Section 12-65 of the Ordinance requires that Ordinance proceeds shall not be used to supplant FIRE AGENCY’S historical proportional allocation to fire related services and establishes a baseline maintenance of effort requirement that shall not be violated; and

WHEREAS, Section 12-68(A) of the Ordinance further requires that the funding agreement between the County of Sonoma and Recipients shall establish existing revenue used to fund existing personnel in order to establish the baseline for measuring compliance with the

requirement that sales tax proceeds generated by the Ordinance shall only be used to pay for additional personnel; and

WHEREAS, the County of Sonoma and Recipients desire to have a uniform agreement to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and FIRE AGENCY do hereby agree as follows:

1. The Parties agree to comply with the purpose, intent, use of fund limitations and specific implementation provisions of the Ordinance, which became operative October 1, 2024.
2. Allocation of Funds. As provided in Section 12-66(D), the allocation percentage of funds generated by the Ordinance to be received by FIRE AGENCY is ten percent (10.0%; split 5% for FIRE AGENCY specific uses and 5% to fund and manage Countywide vegetation management crews), for the purposes set forth in Sections 12-66(B) and 12-66(C) of the Ordinance. As provided in Section 12-66(E), the successor fire agency of any enumerated entity in Section 12-66(D) shall receive the funds set forth in that section.
3. Distribution of Funds. COUNTY shall distribute the sales tax proceeds to FIRE AGENCY on a quarterly basis based on the following schedule:

July – September proceeds will be distributed by the 10th of December;
October – December proceeds will be distributed by the 10th of March;
January – March proceeds will be distributed by the 10th of June;
April – June proceeds will be distributed by the 10th of September.

The first distribution of tax proceeds from COUNTY to FIRE AGENCY per the Ordinance and this Agreement will be the by the 10th of March 2025 for the October – December 2024 collection date.

4. Baseline maintenance of effort. As provided in Section 12-65, Ordinance proceeds shall not be used to supplant FIRE AGENCY’S historical general fund contribution for providing fire related services. The proportional allocation to determine maintenance of effort is FIRE AGENCY’S baseline operating budget for Fiscal Year 2021-2022, which includes ad valorem property taxes, parcel taxes or any other taxes and/or fees in support of the operating cost for providing fire related services but excluding limited term funds such as capital projects, grants, grant matches or other one-time revenues, will be reported on the FIRE AGENCY’s Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY’s proportional allocation. If the proportional allocation to FIRE AGENCY in any subsequent fiscal year is materially less than the FY 21/22 allocation, then the jurisdiction that provides funding shall be deemed to violate the maintenance of effort requirement.

5. Baseline personnel funding. For the purposes of Section 12-68(A) of the Ordinance, as provided in the operating budget for Fiscal Year 2021-2022, FIRE AGENCY'S annual existing revenues used to fund existing personnel in order to establish the baseline for measuring compliance with the requirement that sales tax proceeds shall only be used to pay for additional personnel will be reported on the FIRE AGENCY's Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY's baseline personnel funding.
6. 30-year limit on Bonded Indebtedness. As provided in Sections 12-63 and 12-66(C), FIRE AGENCY may issue limited tax bonds to finance any program or project in accordance with the Ordinance Expenditure Plan, as allowed by applicable law and as approved by their respective legislative body. The maximum bonded indebtedness shall not exceed the projected 30-year distribution of FIRE AGENCY'S annual allocation and any costs associated with the issuance of such bonds shall be accounted for within the program category in which the bond proceeds are used
7. Reporting Requirements.
 - a. In order to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance as set forth in Section 12-67(B) of the Ordinance, annual reports to the Oversight Committee shall be made by FIRE AGENCY not later than December 31st of each year in the form attached hereto as Exhibit A.
 - b. If FIRE AGENCY receives funding as part of the Countywide Expenditures from the Sonoma County Fire Chiefs Association ("SCFCA") pursuant to Section 12-66(C)(6) of the Ordinance, FIRE AGENCY shall prepare an annual report to be provided to SCFCA no later than September 30th to be included in the SCFCA's annual report to the Oversight Committee.
8. Appropriations Limit. As provided in Section 12-64 of the Ordinance, revenue generated by the Ordinance shall be attributed to the appropriations limit of the County, and not to the appropriations limit of any Recipients.
9. Records. The Parties shall retain all records regarding expenditures of funds generated by the Ordinance for a period of three (3) years from the date of the expenditure.
10. Audit authority of Oversight Committee. Subject to Sections 12-67(C) and 12-67(D) of the Ordinance, the Oversight Committee shall have the authority to audit the receipt and expenditures as set forth in the annual reports submitted by Recipients.

11. Over Allocation. If COUNTY over allocates funds to FIRE AGENCY for any reason, FIRE AGENCY agrees to return the amount of such over allocation to COUNTY to be re-allocated per Section 12-66(D).

12. County Costs. As provided in Section 12-66(C)(5), the Parties agree COUNTY is authorized to allocate funds collected pursuant to the Ordinance to pay for expenses incurred which relate to the implementation of the tax, including payments necessary for the operation of the Oversight Committee and Ordinance reporting. The Parties further agree that any costs that exceed the County of Sonoma ACTTC Administrative Fee allocation as set forth in Section 12-66(D) shall be removed from the total tax proceeds prior to distribution of funds to all respective agencies.

13. Indemnification. FIRE AGENCY shall defend, indemnify and hold harmless COUNTY, its officers, officials, and employees, from and against any and all demands, claims, actions, litigation or other proceedings, liability, damages and costs (including but not limited to attorney fees), that arise out of, pertain to or relate in whole or in part to COUNTY'S obligations under this agreement, excepting only matters that are based upon the County's gross negligence or willful misconduct.

14. Notices. Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or register mail, return receipt requested. to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

TO FIRE AGENCY: Northern Sonoma County Fire Protection District
 P.O. Box 217
 Geyserville, CA 95441

TO COUNTY: County of Sonoma
 Auditor-Controller-Treasurer-Tax Collector
 585 Fiscal Drive, #100
 Santa Rosa, CA 95403

15. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.

16. Integration. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

17. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
18. Independent Agencies. The Parties renders their services under this Agreement as independent agencies. None of either Party's agents or employees shall be agents or employees of the other Party.
19. Assignment. The Agreement may not be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other party.
20. Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the COUNTY or FIRE AGENCY as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above. Notwithstanding the foregoing, per Section 12-66(E)(2) of the Ordinance, in the event any enumerated entity in Section 12-66(D) consolidates with or is annexed by another entity, the successor agency shall receive the funds allocated to the enumerated entity.
21. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
22. Limitations
 - a. All obligations of COUNTY under the terms of this Agreement are expressly subject to COUNTY'S continued authorization to collect and allocate the sales tax proceeds generated by the Ordinance. If for any reason COUNTY'S right to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, COUNTY shall promptly notify FIRE AGENCY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of COUNTY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of COUNTY under all outstanding contracts, agreements to other obligations of COUNTY, of funds for such purposes.


b. All obligations of FIRE AGENCY under the terms of this Agreement are expressly subject to FIRE AGENCY's continued authorization to receive and spend the sales tax proceeds generated by the Ordinance. If for any reason FIRE AGENCY's right or ability to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, FIRE AGENCY shall promptly notify COUNTY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of FIRE AGENCY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of FIRE AGENCY under all outstanding contracts, agreements to other obligations of FIRE AGENCY, of funds for such purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF SONOMA

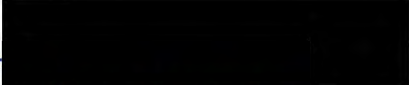
NORTHERN SONOMA COUNTY
FIRE PROTECTION DISTRICT

By: _____
Board of Supervisors, Chairperson

By: 
MARSHALL TURBEVILLE
FIRE CHIEF

ATTEST:

By: _____
Clerk of the Board of Supervisors

By: 
ASHLEE ROMERO
ADMIN ASSISTANT

APPROVED AS TO LEGAL FORM
FOR COUNTY:

FOR FIRE AGENCY:

County Counsel



Benjamin P. Fay, Jarvis Fay LLP

EXHIBIT A

ANNUAL REPORT TO MEASURE H OVERSIGHT COMMITTEE

Pursuant to the requirements of Sonoma County Code section 12-67(B), this is the annual report of the allocation of funds received by the reporting agency under the Sonoma County voter-approved Measure H, “The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance” (the “Ordinance”).

Name of Agency receiving Measure H funds: _____

Reporting period: FY 24-25 (4/26/24 to 6/30/25 (with April-June proceeds received 9/10/25))

1. Detail of the activities related to the Ordinance this reporting period, based on attached budget to actual report, balance sheet, and fund balance report.
2. Summary of the positions and start up, equipment and facilities that were funded with revenue from the Ordinance.
3. The specific activities that support fire prevention, including vegetation management.
4. Update on the status of facility capital improvement projects that are funded with revenue from the Ordinance.
5. Demonstration of compliance with the requirement that revenue from the Ordinance shall be used for enhancing operations.

Proportional budget allocation for fire related services:

FY 21-22 \$ _____; FY 21-22 ____%; this reporting period: \$ _____; ____%.

Personnel expenditures: FY 21-22 \$ _____; this reporting period \$ _____.

6. Any material changes in service needs within the agency’s jurisdiction or countywide.
7. Any remaining funds from allocations provided in previous years, and an explanation for proposed use of such funds.

Required Attachments:

Annual Budget

Budget to Actual Report

Balance Sheet

Fund Balance Report

Most recent annual audit and/or other independent financial review

FY 21-22 budget documents showing baseline dollar figure for maintenance of effort and personnel expenditures.

MEASURE H FUNDING AGREEMENT
BETWEEN THE COUNTY OF SONOMA AND
RANCHO ADOBE FIRE PROTECTION DISTRICT

This Agreement is made and entered into as of _____ (“Effective Date”) by and between the County of Sonoma, a political subdivision of the State of California, and Rancho Adobe Fire Protection District, hereinafter referred to as “COUNTY” and the “FIRE AGENCY”, and collectively as “the Parties.”

RECITALS

WHEREAS, on March 5, 2024, the voters of Sonoma County approved Measure H, “The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance”, which added Article VIII to Chapter 12 of the Sonoma County Code (hereinafter “the Ordinance”); and

WHEREAS, the Ordinance provides funding to achieve effective and efficient regional fire response services throughout Sonoma County; and

WHEREAS, the County of Sonoma is charged with a fiduciary duty in administering the tax proceeds generated by the Ordinance and implementation of the Ordinance is the responsibility of an Oversight Committee which reports directly to the Sonoma County Board of Supervisors; and

WHEREAS, Section 12-61 of the Ordinance states: “The Expenditure Plan set forth in section 12-66 is intended as a specific and legally binding and enforceable limitation on how the proceeds of the transactions and use tax imposed by this Ordinance may be spent”; and

WHEREAS, as part of the Ordinance Expenditure Plan, Section 12-66(D) provides allocation percentages for entities receiving funds generated by the Ordinance (“Recipients”); and

WHEREAS, as part of independent Oversight Committee and performance audit, Section 12-67(B) of the Ordinance requires Recipients to prepare and distribute to the Oversight Committee specific information in annual reports not later than December 31st of each year; and

WHEREAS, as part of the oversight and administration of the Ordinance, Section 12-68(A) of the Ordinance requires a funding agreement between the County of Sonoma and Recipients before any tax proceeds are distributed; and

WHEREAS, Section 12-65 of the Ordinance requires that Ordinance proceeds shall not be used to supplant FIRE AGENCY’S historical proportional allocation to fire related services and establishes a baseline maintenance of effort requirement that shall not be violated; and

WHEREAS, Section 12-68(A) of the Ordinance further requires that the funding agreement between the County of Sonoma and Recipients shall establish existing revenue used to fund existing personnel in order to establish the baseline for measuring compliance with the

requirement that sales tax proceeds generated by the Ordinance shall only be used to pay for additional personnel; and

WHEREAS, the County of Sonoma and Recipients desire to have a uniform agreement to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and FIRE AGENCY do hereby agree as follows:

1. The Parties agree to comply with the purpose, intent, use of fund limitations and specific implementation provisions of the Ordinance, which became operative October 1, 2024.
2. Allocation of Funds. As provided in Section 12-66(D), the allocation percentage of funds generated by the Ordinance to be received by FIRE AGENCY is three and fifty-one-hundredths percent (3.50%), to be used for the purposes set forth in Sections 12-66(B) and 12-66(C) of the Ordinance. As provided in Section 12-66(E), the successor fire agency of any enumerated entity in Section 12-66(D) shall receive the funds set forth in that section.
3. Distribution of Funds. COUNTY shall distribute the sales tax proceeds to FIRE AGENCY on a quarterly basis based on the following schedule:

July – September proceeds will be distributed by the 10th of December;
October – December proceeds will be distributed by the 10th of March;
January – March proceeds will be distributed by the 10th of June;
April – June proceeds will be distributed by the 10th of September.

The first distribution of tax proceeds from COUNTY to FIRE AGENCY per the Ordinance and this Agreement will be the by the 10th of March 2025 for the October – December 2024 collection date.

4. Baseline maintenance of effort. As provided in Section 12-65, Ordinance proceeds shall not be used to supplant FIRE AGENCY’S historical general fund contribution for providing fire related services. The proportional allocation to determine maintenance of effort is FIRE AGENCY’S baseline operating budget for Fiscal Year 2021-2022, which includes ad valorem property taxes, parcel taxes or any other taxes and/or fees in support of the operating cost for providing fire related services but excluding limited term funds such as capital projects, grants, grant matches or other one-time revenues, will be reported on the FIRE AGENCY’s Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY’s proportional allocation. If the proportional allocation to FIRE AGENCY in any subsequent fiscal year is materially less than the FY 21/22 allocation, then the jurisdiction that provides funding shall be deemed to violate the maintenance of effort requirement.

5. Baseline personnel funding. For the purposes of Section 12-68(A) of the Ordinance, as provided in the operating budget for Fiscal Year 2021-2022, FIRE AGENCY'S annual existing revenues used to fund existing personnel in order to establish the baseline for measuring compliance with the requirement that sales tax proceeds shall only be used to pay for additional personnel will be reported on the FIRE AGENCY's Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY's baseline personnel funding.
6. 30-year limit on Bonded Indebtedness. As provided in Sections 12-63 and 12-66(C), FIRE AGENCY may issue limited tax bonds to finance any program or project in accordance with the Ordinance Expenditure Plan, as allowed by applicable law and as approved by their respective legislative body. The maximum bonded indebtedness shall not exceed the projected 30-year distribution of FIRE AGENCY'S annual allocation and any costs associated with the issuance of such bonds shall be accounted for within the program category in which the bond proceeds are used
7. Reporting Requirements.
 - a. In order to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance as set forth in Section 12-67(B) of the Ordinance, annual reports to the Oversight Committee shall be made by FIRE AGENCY not later than December 31st of each year in the form attached hereto as Exhibit A.
 - b. If FIRE AGENCY receives funding as part of the Countywide Expenditures from the Sonoma County Fire Chiefs Association ("SCFCA") pursuant to Section 12-66(C)(6) of the Ordinance, FIRE AGENCY shall prepare an annual report to be provided to SCFCA no later than September 30th to be included in the SCFCA's annual report to the Oversight Committee.
8. Appropriations Limit. As provided in Section 12-64 of the Ordinance, revenue generated by the Ordinance shall be attributed to the appropriations limit of the County, and not to the appropriations limit of any Recipients.
9. Records. The Parties shall retain all records regarding expenditures of funds generated by the Ordinance for a period of three (3) years from the date of the expenditure and make available as soon as practicable to each Party.
10. Audit authority of Oversight Committee. Subject to Sections 12-67(C) and 12-67(D) of the Ordinance, the Oversight Committee shall have the authority to audit the receipt and expenditures as set forth in the annual reports submitted by Recipients.

11. Over Allocation. If COUNTY over allocates funds to FIRE AGENCY for any reason, FIRE AGENCY agrees to return the amount of such over allocation to COUNTY to be re-allocated per Section 12-66(D).
12. County Costs. As provided in Section 12-66(C)(5), the Parties agree COUNTY is authorized to allocate funds collected pursuant to the Ordinance to pay for expenses incurred which relate to the implementation of the tax, including payments necessary for the operation of the Oversight Committee and Ordinance reporting. The Parties further agree that any costs that exceed the County of Sonoma ACTTC Administrative Fee allocation as set forth in Section 12-66(D) shall be removed from the total tax proceeds prior to distribution of funds to all respective agencies.
13. Indemnification. FIRE AGENCY shall defend, indemnify and hold harmless COUNTY, its officers, officials, and employees, from and against any and all demands, claims, actions, litigation or other proceedings, liability, damages and costs (including but not limited to attorney fees), that arise out of, pertain to or relate in whole or in part to COUNTY'S obligations under this agreement, excepting only matters that are based upon the County's gross negligence or willful misconduct.
14. Notices. Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or register mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

TO FIRE AGENCY: Rancho Adobe Fire Protection District
 P.O. Box 1029
 Penngrove, CA 94951

TO COUNTY: County of Sonoma
 Auditor-Controller-Treasurer-Tax Collector
 585 Fiscal Drive, #100
 Santa Rosa, CA 95403
15. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.
16. Integration. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

17. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
18. Independent Agencies. The Parties renders their services under this Agreement as independent agencies. None of either Party's agents or employees shall be agents or employees of the other Party.
19. Assignment. The Agreement may not be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other party.
20. Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the COUNTY or FIRE AGENCY as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above. Notwithstanding the foregoing, per Section 12-66(E)(2) of the Ordinance, in the event any enumerated entity in Section 12-66(D) consolidates with or is annexed by another entity, the successor agency shall receive the funds allocated to the enumerated entity.
21. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
22. Limitations
 - a. All obligations of COUNTY under the terms of this Agreement are expressly subject to COUNTY'S continued authorization to collect and allocate the sales tax proceeds generated by the Ordinance. If for any reason COUNTY'S right to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, COUNTY shall promptly notify FIRE AGENCY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of COUNTY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of COUNTY under all outstanding contracts, agreements to other obligations of COUNTY, of funds for such purposes.

b. All obligations of FIRE AGENCY under the terms of this Agreement are expressly subject to FIRE AGENCY's continued authorization to receive and spend the sales tax proceeds generated by the Ordinance. If for any reason FIRE AGENCY's right or ability to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, FIRE AGENCY shall promptly notify COUNTY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of FIRE AGENCY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of FIRE AGENCY under all outstanding contracts, agreements to other obligations of FIRE AGENCY, of funds for such purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF SONOMA

RANCHO ADOBE FIRE DISTRICT

By: _____
Board of Supervisors, Chairperson

By:  _____

ATTEST:

By: _____
Clerk of the Board of Supervisors

By:  _____

APPROVED AS TO LEGAL FORM

FOR COUNTY:

FOR FIRE AGENCY:

County Counsel


 _____
Counsel

EXHIBIT A

ANNUAL REPORT TO MEASURE H OVERSIGHT COMMITTEE

Pursuant to the requirements of Sonoma County Code section 12-67(B), this is the annual report of the allocation of funds received by the reporting agency under the Sonoma County voter-approved Measure H, "The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance" (the "Ordinance").

Name of Agency receiving Measure H funds: _____

Reporting period: FY 24-25 (4/26/24 to 6/30/25 (with April-June proceeds received 9/10/25))

1. Detail of the activities related to the Ordinance this reporting period, based on attached budget to actual report, balance sheet, and fund balance report.
2. Summary of the positions and start up, equipment and facilities that were funded with revenue from the Ordinance.
3. The specific activities that support fire prevention, including vegetation management.
4. Update on the status of facility capital improvement projects that are funded with revenue from the Ordinance.
5. Demonstration of compliance with the requirement that revenue from the Ordinance shall be used for enhancing operations.

Proportional budget allocation for fire related services:

FY 21-22 \$ _____; FY 21-22 ____%; this reporting period: \$ _____; ____%.

Personnel expenditures: FY 21-22 \$ _____; this reporting period \$ _____.

6. Any material changes in service needs within the agency's jurisdiction or countywide.
7. Any remaining funds from allocations provided in previous years, and an explanation for proposed use of such funds.

Required Attachments:

Annual Budget

Budget to Actual Report

Balance Sheet

Fund Balance Report

Most recent annual audit and/or other independent financial review

FY 21-22 budget documents showing baseline dollar figure for maintenance of effort and personnel expenditures.

MEASURE H FUNDING AGREEMENT
BETWEEN THE COUNTY OF SONOMA AND
SHELL VISTA FIRE PROTECTION DISTRICT

This Agreement is made and entered into as of January 8, 2025 (“Effective Date”) by and between the County of Sonoma, a political subdivision of the State of California, and Schell Vista Fire Protection District, hereinafter referred to as “COUNTY” and the “FIRE AGENCY”, and collectively as “the Parties.”

RECITALS

WHEREAS, on March 5, 2024, the voters of Sonoma County approved Measure H, “The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance”, which added Article VIII to Chapter 12 of the Sonoma County Code (hereinafter “the Ordinance”); and

WHEREAS, the Ordinance provides funding to achieve effective and efficient regional fire response services throughout Sonoma County; and

WHEREAS, the County of Sonoma is charged with a fiduciary duty in administering the tax proceeds generated by the Ordinance and implementation of the Ordinance is the responsibility of an Oversight Committee which reports directly to the Sonoma County Board of Supervisors; and

WHEREAS, Section 12-61 of the Ordinance states: “The Expenditure Plan set forth in section 12-66 is intended as a specific and legally binding and enforceable limitation on how the proceeds of the transactions and use tax imposed by this Ordinance may be spent”; and

WHEREAS, as part of the Ordinance Expenditure Plan, Section 12-66(D) provides allocation percentages for entities receiving funds generated by the Ordinance (“Recipients”); and

WHEREAS, as part of independent Oversight Committee and performance audit, Section 12-67(B) of the Ordinance requires Recipients to prepare and distribute to the Oversight Committee specific information in annual reports not later than December 31st of each year; and

WHEREAS, as part of the oversight and administration of the Ordinance, Section 12-68(A) of the Ordinance requires a funding agreement between the County of Sonoma and Recipients before any tax proceeds are distributed; and

WHEREAS, Section 12-65 of the Ordinance requires that Ordinance proceeds shall not be used to supplant FIRE AGENCY’S historical proportional allocation to fire related services and establishes a baseline maintenance of effort requirement that shall not be violated; and

WHEREAS, Section 12-68(A) of the Ordinance further requires that the funding agreement between the County of Sonoma and Recipients shall establish existing revenue used to fund existing personnel in order to establish the baseline for measuring compliance with the

requirement that sales tax proceeds generated by the Ordinance shall only be used to pay for additional personnel; and

WHEREAS, the County of Sonoma and Recipients desire to have a uniform agreement to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and FIRE AGENCY do hereby agree as follows:

1. The Parties agree to comply with the purpose, intent, use of fund limitations and specific implementation provisions of the Ordinance, which became operative October 1, 2024.
2. Allocation of Funds. As provided in Section 12-66(D), the allocation percentage of funds generated by the Ordinance to be received by FIRE AGENCY is one and two tenths percent (1.2%), to be used for the purposes set forth in Sections 12-66(B) and 12-66(C) of the Ordinance. As provided in Section 12-66(E), the successor fire agency of any enumerated entity in Section 12-66(D) shall receive the funds set forth in that section.
3. Distribution of Funds. COUNTY shall distribute the sales tax proceeds to FIRE AGENCY on a quarterly basis based on the following schedule:

July – September proceeds will be distributed by the 10th of December;
October – December proceeds will be distributed by the 10th of March;
January – March proceeds will be distributed by the 10th of June;
April – June proceeds will be distributed by the 10th of September.

The first distribution of tax proceeds from COUNTY to FIRE AGENCY per the Ordinance and this Agreement will be the by the 10th of March 2025 for the October – December 2024 collection date.

4. Baseline maintenance of effort. As provided in Section 12-65, Ordinance proceeds shall not be used to supplant FIRE AGENCY'S historical general fund contribution for providing fire related services. The proportional allocation to determine maintenance of effort is FIRE AGENCY'S baseline operating budget for Fiscal Year 2021-2022, which includes ad valorem property taxes, parcel taxes or any other taxes and/or fees in support of the operating cost for providing fire related services but excluding limited term funds such as capital projects, grants, grant matches or other one-time revenues, will be reported on the FIRE AGENCY's Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY's proportional allocation. If the proportional allocation to FIRE AGENCY in any subsequent fiscal year is materially less than the FY 21/22 allocation, then the jurisdiction that provides funding shall be deemed to violate the maintenance of effort requirement.

5. Baseline personnel funding. For the purposes of Section 12-68(A) of the Ordinance, as provided in the operating budget for Fiscal Year 2021-2022, FIRE AGENCY'S annual existing revenues used to fund existing personnel in order to establish the baseline for measuring compliance with the requirement that sales tax proceeds shall only be used to pay for additional personnel will be reported on the FIRE AGENCY's Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY's baseline personnel funding.
6. 30-year limit on Bonded Indebtedness. As provided in Sections 12-63 and 12-66(C), FIRE AGENCY may issue limited tax bonds to finance any program or project in accordance with the Ordinance Expenditure Plan, as allowed by applicable law and as approved by their respective legislative body. The maximum bonded indebtedness shall not exceed the projected 30-year distribution of FIRE AGENCY'S annual allocation and any costs associated with the issuance of such bonds shall be accounted for within the program category in which the bond proceeds are used
7. Reporting Requirements.
 - a. In order to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance as set forth in Section 12-67(B) of the Ordinance, annual reports to the Oversight Committee shall be made by FIRE AGENCY not later than December 31st of each year in the form attached hereto as Exhibit A.
 - b. If FIRE AGENCY receives funding as part of the Countywide Expenditures from the Sonoma County Fire Chiefs Association ("SCFCA") pursuant to Section 12-66(C)(6) of the Ordinance, FIRE AGENCY shall prepare an annual report to be provided to SCFCA no later than September 30th to be included in the SCFCA's annual report to the Oversight Committee.
8. Appropriations Limit. As provided in Section 12-64 of the Ordinance, revenue generated by the Ordinance shall be attributed to the appropriations limit of the County, and not to the appropriations limit of any Recipients.
9. Records. The Parties shall retain all records regarding expenditures of funds generated by the Ordinance for a period of three (3) years from the date of the expenditure.
10. Audit authority of Oversight Committee. Subject to Sections 12-67(C) and 12-67(D) of the Ordinance, the Oversight Committee shall have the authority to audit the receipt and expenditures as set forth in the annual reports submitted by Recipients.

11. Over Allocation. If COUNTY over allocates funds to FIRE AGENCY for any reason, FIRE AGENCY agrees to return the amount of such over allocation to COUNTY to be re-allocated per Section 12-66(D).
12. County Costs. As provided in Section 12-66(C)(5), the Parties agree COUNTY is authorized to allocate funds collected pursuant to the Ordinance to pay for expenses incurred which relate to the implementation of the tax, including payments necessary for the operation of the Oversight Committee and Ordinance reporting. The Parties further agree that any costs that exceed the County of Sonoma ACTTC Administrative Fee allocation as set forth in Section 12-66(D) shall be removed from the total tax proceeds prior to distribution of funds to all respective agencies.
13. Indemnification. FIRE AGENCY shall defend, indemnify and hold harmless COUNTY, its officers, officials, and employees, from and against any and all demands, claims, actions, litigation or other proceedings, liability, damages and costs (including but not limited to attorney fees), that arise out of, pertain to or relate in whole or in part to COUNTY'S obligations under this agreement, excepting only matters that are based upon the County's gross negligence or willful misconduct.
14. Notices. Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or register mail, return receipt requested. to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

TO FIRE AGENCY: Schell Vista Fire Protection District
 22950 Broadway
 Sonoma, CA 95476

TO COUNTY: County of Sonoma
 Auditor-Controller-Treasurer-Tax Collector
 585 Fiscal Drive, #100
 Santa Rosa, CA 95403

15. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.
16. Integration. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

17. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
18. Independent Agencies. The Parties renders their services under this Agreement as independent agencies. None of either Party's agents or employees shall be agents or employees of the other Party.
19. Assignment. The Agreement may not be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other party.
20. Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the COUNTY or FIRE AGENCY as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above. Notwithstanding the foregoing, per Section 12-66(E)(2) of the Ordinance, in the event any enumerated entity in Section 12-66(D) consolidates with or is annexed by another entity, the successor agency shall receive the funds allocated to the enumerated entity.
21. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
22. Limitations
 - a. All obligations of COUNTY under the terms of this Agreement are expressly subject to COUNTY'S continued authorization to collect and allocate the sales tax proceeds generated by the Ordinance. If for any reason COUNTY'S right to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, COUNTY shall promptly notify FIRE AGENCY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of COUNTY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of COUNTY under all outstanding contracts, agreements to other obligations of COUNTY, of funds for such purposes.


b. All obligations of FIRE AGENCY under the terms of this Agreement are expressly subject to FIRE AGENCY's continued authorization to receive and spend the sales tax proceeds generated by the Ordinance. If for any reason FIRE AGENCY's right or ability to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, FIRE AGENCY shall promptly notify COUNTY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of FIRE AGENCY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of FIRE AGENCY under all outstanding contracts, agreements to other obligations of FIRE AGENCY, of funds for such purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF SONOMA


SCHELL VISTA FIRE PROTECTION DISTRICT

By: _____
Board of Supervisors, Chairperson

By: 
SVFPD Board, Chair

ATTEST:

By: _____
Clerk of the Board of Supervisors

By: 
Clerk SVFPD Board

APPROVED AS TO LEGAL FORM

FOR COUNTY:

FOR FIRE AGENCY:

County Counsel



Counsel

EXHIBIT A

ANNUAL REPORT TO MEASURE H OVERSIGHT COMMITTEE

Pursuant to the requirements of Sonoma County Code section 12-67(B), this is the annual report of the allocation of funds received by the reporting agency under the Sonoma County voter-approved Measure H, "The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance" (the "Ordinance").

Name of Agency receiving Measure H funds: _____

Reporting period: FY 24-25 (4/26/24 to 6/30/25 (with April-June proceeds received 9/10/25))

1. Detail of the activities related to the Ordinance this reporting period, based on attached budget to actual report, balance sheet, and fund balance report.
2. Summary of the positions and start up, equipment and facilities that were funded with revenue from the Ordinance.
3. The specific activities that support fire prevention, including vegetation management.
4. Update on the status of facility capital improvement projects that are funded with revenue from the Ordinance.
5. Demonstration of compliance with the requirement that revenue from the Ordinance shall be used for enhancing operations.

Proportional budget allocation for fire related services:

FY 21-22 \$ _____; FY 21-22 ____%; this reporting period: \$ _____; ____%.

Personnel expenditures: FY 21-22 \$ _____; this reporting period \$ _____.

6. Any material changes in service needs within the agency's jurisdiction or countywide.
7. Any remaining funds from allocations provided in previous years, and an explanation for proposed use of such funds.

Required Attachments:

Annual Budget

Budget to Actual Report

Balance Sheet

Fund Balance Report

Most recent annual audit and/or other independent financial review

FY 21-22 budget documents showing baseline dollar figure for maintenance of effort and personnel expenditures.

**MEASURE H FUNDING AGREEMENT
BETWEEN THE COUNTY OF SONOMA AND
SONOMA COUNTY FIRE DISTRICT**

This Agreement is made and entered into as of December 17, 2024 (“Effective Date”) by and between the County of Sonoma, a political subdivision of the State of California, and Sonoma County Fire District, hereinafter referred to as “COUNTY” and the “FIRE AGENCY”, and collectively as “the Parties.”

RECITALS

WHEREAS, on March 5, 2024, the voters of Sonoma County approved Measure H, “The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance”, which added Article VIII to Chapter 12 of the Sonoma County Code (hereinafter “the Ordinance”); and

WHEREAS, the Ordinance provides funding to achieve effective and efficient regional fire response services throughout Sonoma County; and

WHEREAS, the County of Sonoma is charged with a fiduciary duty in administrating the tax proceeds generated by the Ordinance and implementation of the Ordinance is the responsibility of an Oversight Committee which reports directly to the Sonoma County Board of Supervisors; and

WHEREAS, Section 12-61 of the Ordinance states: “The Expenditure Plan set forth in section 12-66 is intended as a specific and legally binding and enforceable limitation on how the proceeds of the transactions and use tax imposed by this Ordinance may be spent”; and

WHEREAS, as part of the Ordinance Expenditure Plan, Section 12-66(D) provides allocation percentages for entities receiving funds generated by the Ordinance (“Recipients”); and

WHEREAS, as part of independent Oversight Committee and performance audit, Section 12-67(B) of the Ordinance requires Recipients to prepare and distribute to the Oversight Committee specific information in annual reports not later than December 31st of each year; and

WHEREAS, as part of the oversight and administration of the Ordinance, Section 12-68(A) of the Ordinance requires a funding agreement between the County of Sonoma and Recipients before any tax proceeds are distributed; and

WHEREAS, Section 12-65 of the Ordinance requires that Ordinance proceeds shall not be used to supplant FIRE AGENCY’S historical proportional allocation to fire related services and establishes a baseline maintenance of effort requirement that shall not be violated; and

WHEREAS, Section 12-68(A) of the Ordinance further requires that the funding agreement between the County of Sonoma and Recipients shall establish existing revenue used to fund existing personnel in order to establish the baseline for measuring compliance with the

requirement that sales tax proceeds generated by the Ordinance shall only be used to pay for additional personnel; and

WHEREAS, the County of Sonoma and Recipients desire to have a uniform agreement to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and FIRE AGENCY do hereby agree as follows:

1. The Parties agree to comply with the purpose, intent, use of fund limitations and specific implementation provisions of the Ordinance, which became operative October 1, 2024.
2. Allocation of Funds. As provided in Section 12-66(D), the allocation percentage of funds generated by the Ordinance to be received by FIRE AGENCY is six and sixty-one hundredths' percent (6.61%), to be used for the purposes set forth in Sections 12-66(B) and 12-66(C) of the Ordinance. As provided in Section 12-66(E), the successor fire agency of any enumerated entity in Section 12-66(D) shall receive the funds set forth in that section.
3. Distribution of Funds. COUNTY shall distribute the sales tax proceeds to FIRE AGENCY on a quarterly basis based on the following schedule:

July – September proceeds will be distributed by the 10th of December;
October – December proceeds will be distributed by the 10th of March;
January – March proceeds will be distributed by the 10th of June;
April – June proceeds will be distributed by the 10th of September.

The first distribution of tax proceeds from COUNTY to FIRE AGENCY per the Ordinance and this Agreement will be the by the 10th of March 2025 for the October – December 2024 collection date.

4. Baseline maintenance of effort. As provided in Section 12-65, Ordinance proceeds shall not be used to supplant FIRE AGENCY'S historical general fund contribution for providing fire related services. The proportional allocation to determine maintenance of effort is FIRE AGENCY'S baseline operating budget for Fiscal Year 2021-2022, which includes ad valorem property taxes, parcel taxes or any other taxes and/or fees in support of the operating cost for providing fire related services but excluding limited term funds such as capital projects, grants, grant matches or other one-time revenues, will be reported on the FIRE AGENCY's Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY's proportional allocation. If the proportional allocation to FIRE AGENCY in any subsequent fiscal year is materially less than the FY 21/22 allocation, then the jurisdiction that provides funding shall be deemed to violate the maintenance of effort requirement.

5. Baseline personnel funding. For the purposes of Section 12-68(A) of the Ordinance, as provided in the operating budget for Fiscal Year 2021-2022, FIRE AGENCY'S annual existing revenues used to fund existing personnel in order to establish the baseline for measuring compliance with the requirement that sales tax proceeds shall only be used to pay for additional personnel will be reported on the FIRE AGENCY's Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY's baseline personnel funding.
6. 30-year limit on Bonded Indebtedness. As provided in Sections 12-63 and 12-66(C), FIRE AGENCY may issue limited tax bonds to finance any program or project in accordance with the Ordinance Expenditure Plan, as allowed by applicable law and as approved by their respective legislative body. The maximum bonded indebtedness shall not exceed the projected 30-year distribution of FIRE AGENCY'S annual allocation and any costs associated with the issuance of such bonds shall be accounted for within the program category in which the bond proceeds are used
7. Reporting Requirements.
 - a. In order to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance as set forth in Section 12-67(B) of the Ordinance, annual reports to the Oversight Committee shall be made by FIRE AGENCY not later than December 31st of each year in the form attached hereto as Exhibit A.
 - b. If FIRE AGENCY receives funding as part of the Countywide Expenditures from the Sonoma County Fire Chiefs Association ("SCFCA") pursuant to Section 12-66(C)(6) of the Ordinance, FIRE AGENCY shall prepare an annual report to be provided to SCFCA no later than September 30th to be included in the SCFCA's annual report to the Oversight Committee.
8. Appropriations Limit. As provided in Section 12-64 of the Ordinance, revenue generated by the Ordinance shall be attributed to the appropriations limit of the County, and not to the appropriations limit of any Recipients.
9. Records. The Parties shall retain all records regarding expenditures of funds generated by the Ordinance for a period of three (3) years from the date of the expenditure.
10. Audit authority of Oversight Committee. Subject to Sections 12-67(C) and 12-67(D) of the Ordinance, the Oversight Committee shall have the authority to audit the receipt and expenditures as set forth in the annual reports submitted by Recipients.

11. Over Allocation. If COUNTY over allocates funds to FIRE AGENCY for any reason, FIRE AGENCY agrees to return the amount of such over allocation to COUNTY to be re-allocated per Section 12-66(D).
12. County Costs. As provided in Section 12-66(C)(5), the Parties agree COUNTY is authorized to allocate funds collected pursuant to the Ordinance to pay for expenses incurred which relate to the implementation of the tax, including payments necessary for the operation of the Oversight Committee and Ordinance reporting. The Parties further agree that any costs that exceed the County of Sonoma ACTTC Administrative Fee allocation as set forth in Section 12-66(D) shall be removed from the total tax proceeds prior to distribution of funds to all respective agencies.
13. Indemnification. FIRE AGENCY shall defend, indemnify and hold harmless COUNTY, its officers, officials, and employees, from and against any and all demands, claims, actions, litigation or other proceedings, liability, damages and costs (including but not limited to attorney fees), that arise out of, pertain to or relate in whole or in part to COUNTY'S obligations under this agreement, excepting only matters that are based upon the County's gross negligence or willful misconduct.
14. Notices. Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or register mail, return receipt requested. to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

TO FIRE AGENCY: Sonoma County Fire District
 8200 Old Redwood Highway
 Windsor, CA 95492

TO COUNTY: County of Sonoma
 Auditor-Controller-Treasurer-Tax Collector
 585 Fiscal Drive, #100
 Santa Rosa, CA 95403

15. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.
16. Integration. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

17. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
18. Independent Agencies. The Parties renders their services under this Agreement as independent agencies. None of either Party's agents or employees shall be agents or employees of the other Party.
19. Assignment. The Agreement may not be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other party.
20. Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the COUNTY or FIRE AGENCY as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above. Notwithstanding the foregoing, per Section 12-66(E)(2) of the Ordinance, in the event any enumerated entity in Section 12-66(D) consolidates with or is annexed by another entity, the successor agency shall receive the funds allocated to the enumerated entity.
21. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
22. Limitations
 - a. All obligations of COUNTY under the terms of this Agreement are expressly subject to COUNTY'S continued authorization to collect and allocate the sales tax proceeds generated by the Ordinance. If for any reason COUNTY'S right to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, COUNTY shall promptly notify FIRE AGENCY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of COUNTY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of COUNTY under all outstanding contracts, agreements to other obligations of COUNTY, of funds for such purposes.

- b. All obligations of FIRE AGENCY under the terms of this Agreement are expressly subject to FIRE AGENCY's continued authorization to receive and spend the sales tax proceeds generated by the Ordinance. If for any reason FIRE AGENCY's right or ability to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, FIRE AGENCY shall promptly notify COUNTY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of FIRE AGENCY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of FIRE AGENCY under all outstanding contracts, agreements to other obligations of FIRE AGENCY, of funds for such purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF SONOMA

SONOMA COUNTY FIRE DISTRICT

By: _____
Board of Supervisors, Chairperson

By: 

ATTEST:

By: _____
Clerk of the Board of Supervisors

By: 

APPROVED AS TO LEGAL FORM

FOR COUNTY:

FOR FIRE AGENCY:

County Counsel



Counsel

EXHIBIT A

ANNUAL REPORT TO MEASURE H OVERSIGHT COMMITTEE

Pursuant to the requirements of Sonoma County Code section 12-67(B), this is the annual report of the allocation of funds received by the reporting agency under the Sonoma County voter-approved Measure H, "The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance" (the "Ordinance").

Name of Agency receiving Measure H funds: Sonoma County Fire District

Reporting period: FY 24-25 (4/26/24 to 6/30/25 (with April-June proceeds received 9/10/25))

1. Detail of the activities related to the Ordinance this reporting period, based on attached budget to actual report, balance sheet, and fund balance report.
2. Summary of the positions and start up, equipment and facilities that were funded with revenue from the Ordinance.
3. The specific activities that support fire prevention, including vegetation management.
4. Update on the status of facility capital improvement projects that are funded with revenue from the Ordinance.
5. Demonstration of compliance with the requirement that revenue from the Ordinance shall be used for enhancing operations.

Proportional budget allocation for fire related services:

FY 21-22 \$ _____; FY 21-22 ____%; this reporting period: \$ _____; ____%.

Personnel expenditures: FY 21-22 \$ _____; this reporting period \$ _____.

6. Any material changes in service needs within the agency's jurisdiction or countywide.
7. Any remaining funds from allocations provided in previous years, and an explanation for proposed use of such funds.

Required Attachments:

Annual Budget

Budget to Actual Report

Balance Sheet

Fund Balance Report

Most recent annual audit and/or other independent financial review

FY 21-22 budget documents showing baseline dollar figure for maintenance of effort and personnel expenditures.

MEASURE H FUNDING AGREEMENT
BETWEEN THE COUNTY OF SONOMA AND
SONOMA VALLEY FIRE DISTRICT

This Agreement is made and entered into as of, December 10, 2024 (“Effective Date”), by and between the County of Sonoma, a political subdivision of the State of California, and Sonoma Valley Fire District, hereinafter referred to as “COUNTY” and the “FIRE AGENCY”, and collectively as “the Parties.”

RECITALS

WHEREAS, on March 5, 2024, the voters of Sonoma County approved Measure H, “The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance”, which added Article VIII to Chapter 12 of the Sonoma County Code (hereinafter “the Ordinance”); and

WHEREAS, the Ordinance provides funding to achieve effective and efficient regional fire response services throughout Sonoma County; and

WHEREAS, the County of Sonoma is charged with a fiduciary duty in administrating the tax proceeds generated by the Ordinance and implementation of the Ordinance is the responsibility of an Oversight Committee which reports directly to the Sonoma County Board of Supervisors; and

WHEREAS, Section 12-61 of the Ordinance states: “The Expenditure Plan set forth in section 12-66 is intended as a specific and legally binding and enforceable limitation on how the proceeds of the transactions and use tax imposed by this Ordinance may be spent”; and

WHEREAS, as part of the Ordinance Expenditure Plan, Section 12-66(D) provides allocation percentages for entities receiving funds generated by the Ordinance (“Recipients”); and

WHEREAS, as part of independent Oversight Committee and performance audit, Section 12-67(B) of the Ordinance requires Recipients to prepare and distribute to the Oversight Committee specific information in annual reports not later than December 31st of each year; and

WHEREAS, as part of the oversight and administration of the Ordinance, Section 12-68(A) of the Ordinance requires a funding agreement between the County of Sonoma and Recipients before any tax proceeds are distributed; and

WHEREAS, Section 12-65 of the Ordinance requires that Ordinance proceeds shall not be used to supplant FIRE AGENCY’S historical proportional allocation to fire related services and establishes a baseline maintenance of effort requirement that shall not be violated; and

WHEREAS, Section 12-68(A) of the Ordinance further requires that the funding agreement between the County of Sonoma and Recipients shall establish existing revenue used to fund existing personnel in order to establish the baseline for measuring compliance with the

requirement that sales tax proceeds generated by the Ordinance shall only be used to pay for additional personnel; and

WHEREAS, the County of Sonoma and Recipients desire to have a uniform agreement to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and FIRE AGENCY do hereby agree as follows:

1. The Parties agree to comply with the purpose, intent, use of fund limitations and specific implementation provisions of the Ordinance, which became operative October 1, 2024.
2. Allocation of Funds. As provided in Section 12-66(D), the allocation percentage of funds generated by the Ordinance to be received by FIRE AGENCY is five and two-tenths percent (5.2%), to be used for the purposes set forth in Sections 12-66(B) and 12-66(C) of the Ordinance. As provided in Section 12-66(E), the successor fire agency of any enumerated entity in Section 12-66(D) shall receive the funds set forth in that section.
3. Distribution of Funds. COUNTY shall distribute the sales tax proceeds to FIRE AGENCY on a quarterly basis based on the following schedule:

July – September proceeds will be distributed by the 10th of December;
October – December proceeds will be distributed by the 10th of March;
January – March proceeds will be distributed by the 10th of June;
April – June proceeds will be distributed by the 10th of September.

The first distribution of tax proceeds from COUNTY to FIRE AGENCY per the Ordinance and this Agreement will be the by the 10th of March 2025 for the October – December 2024 collection date.

4. Baseline maintenance of effort. As provided in Section 12-65, Ordinance proceeds shall not be used to supplant FIRE AGENCY’S historical general fund contribution for providing fire related services. The proportional allocation to determine maintenance of effort is FIRE AGENCY’S baseline operating budget for Fiscal Year 2021-2022, which includes ad valorem property taxes, parcel taxes or any other taxes and/or fees in support of the operating cost for providing fire related services but excluding limited term funds such as capital projects, grants, grant matches or other one-time revenues, will be reported on the FIRE AGENCY’s Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY’s proportional allocation. If the proportional allocation to FIRE AGENCY in any subsequent fiscal year is materially less than the FY 21/22 allocation, then the jurisdiction that provides funding shall be deemed to violate the maintenance of effort requirement.

5. Baseline personnel funding. For the purposes of Section 12-68(A) of the Ordinance, as provided in the operating budget for Fiscal Year 2021-2022, FIRE AGENCY’S annual existing revenues used to fund existing personnel in order to establish the baseline for measuring compliance with the requirement that sales tax proceeds shall only be used to pay for additional personnel will be reported on the FIRE AGENCY’S Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY’S baseline personnel funding.
6. 30-year limit on Bonded Indebtedness. As provided in Sections 12-63 and 12-66(C), FIRE AGENCY may issue limited tax bonds to finance any program or project in accordance with the Ordinance Expenditure Plan, as allowed by applicable law and as approved by their respective legislative body. The maximum bonded indebtedness shall not exceed the projected 30-year distribution of FIRE AGENCY’S annual allocation and any costs associated with the issuance of such bonds shall be accounted for within the program category in which the bond proceeds are used
7. Reporting Requirements.
 - a. In order to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance as set forth in Section 12-67(B) of the Ordinance, annual reports to the Oversight Committee shall be made by FIRE AGENCY not later than December 31st of each year in the form attached hereto as Exhibit A.
 - b. If FIRE AGENCY receives funding as part of the Countywide Expenditures from the Sonoma County Fire Chiefs Association (“SCFCA”) pursuant to Section 12-66(C)(6) of the Ordinance, FIRE AGENCY shall prepare an annual report to be provided to SCFCA no later than September 30th to be included in the SCFCA’s annual report to the Oversight Committee.
8. Appropriations Limit. As provided in Section 12-64 of the Ordinance, revenue generated by the Ordinance shall be attributed to the appropriations limit of the County, and not to the appropriations limit of any Recipients.
9. Records. The Parties shall retain all records regarding expenditures of funds generated by the Ordinance for a period of three (3) years from the date of the expenditure and make available as soon as practicable to each Party.
10. Audit authority of Oversight Committee. Subject to Sections 12-67(C) and 12-67(D) of the Ordinance, the Oversight Committee shall have the authority to audit the receipt and expenditures as set forth in the annual reports submitted by Recipients.

11. Over Allocation. If COUNTY over allocates funds to FIRE AGENCY for any reason, FIRE AGENCY agrees to return the amount of such over allocation to COUNTY to be re-allocated per Section 12-66(D).

12. County Costs. As provided in Section 12-66(C)(5), the Parties agree COUNTY is authorized to allocate funds collected pursuant to the Ordinance to pay for expenses incurred which relate to the implementation of the tax, including payments necessary for the operation of the Oversight Committee and Ordinance reporting. The Parties further agree that any costs that exceed the County of Sonoma ACTTC Administrative Fee allocation as set forth in Section 12-66(D) shall be removed from the total tax proceeds prior to distribution of funds to all respective agencies.

13. Indemnification. FIRE AGENCY shall defend, indemnify and hold harmless COUNTY, its officers, officials, and employees, from and against any and all demands, claims, actions, litigation or other proceedings, liability, damages and costs (including but not limited to attorney fees), that arise out of, pertain to or relate in whole or in part to COUNTY'S obligations under this agreement, excepting only matters that are based upon the County's gross negligence or willful misconduct.

14. Notices. Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or register mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

TO FIRE AGENCY: Sonoma Valley Fire District
 630 2nd Street West
 Sonoma, CA 95476

TO COUNTY: County of Sonoma
 Auditor-Controller-Treasurer-Tax Collector
 585 Fiscal Drive, #100
 Santa Rosa, CA 95403

15. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.

16. Integration. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

17. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
18. Independent Agencies. The Parties renders their services under this Agreement as independent agencies. None of either Party's agents or employees shall be agents or employees of the other Party.
19. Assignment. The Agreement may not be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other party.
20. Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the COUNTY or FIRE AGENCY as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above. Notwithstanding the foregoing, per Section 12-66(E)(2) of the Ordinance, in the event any enumerated entity in Section 12-66(D) consolidates with or is annexed by another entity, the successor agency shall receive the funds allocated to the enumerated entity.
21. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
22. Limitations
 - a. All obligations of COUNTY under the terms of this Agreement are expressly subject to COUNTY'S continued authorization to collect and allocate the sales tax proceeds generated by the Ordinance. If for any reason COUNTY'S right to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, COUNTY shall promptly notify FIRE AGENCY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of COUNTY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of COUNTY under all outstanding contracts, agreements to other obligations of COUNTY, of funds for such purposes.

- b. All obligations of FIRE AGENCY under the terms of this Agreement are expressly subject to FIRE AGENCY's continued authorization to receive and spend the sales tax proceeds generated by the Ordinance. If for any reason FIRE AGENCY's right or ability to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, FIRE AGENCY shall promptly notify COUNTY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of FIRE AGENCY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of FIRE AGENCY under all outstanding contracts, agreements to other obligations of FIRE AGENCY, of funds for such purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF SONOMA

SONOMA VALLEY FIRE DISTRICT

By: _____
Board of Supervisors, Chairperson

By: _____
Board President, William Norton

ATTEST:

By: _____
Clerk of the Board of Supervisors

By: _____
Clerk of the Board, Maci Bettencourt

APPROVED AS TO LEGAL FORM

FOR COUNTY:

FOR FIRE AGENCY:

County Counsel

District Counsel

EXHIBIT A

ANNUAL REPORT TO MEASURE H OVERSIGHT COMMITTEE

Pursuant to the requirements of Sonoma County Code section 12-67(B), this is the annual report of the allocation of funds received by the reporting agency under the Sonoma County voter-approved Measure H, “The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance” (the “Ordinance”).

Name of Agency receiving Measure H funds: Sonoma Valley Fire District

Reporting period: FY 24-25 (4/26/24 to 6/30/25 (with April-June proceeds received 9/10/25))

1. Detail of the activities related to the Ordinance this reporting period, based on attached budget to actual report, balance sheet, and fund balance report.
2. Summary of the positions and start up, equipment and facilities that were funded with revenue from the Ordinance.
3. The specific activities that support fire prevention, including vegetation management.
4. Update on the status of facility capital improvement projects that are funded with revenue from the Ordinance.
5. Demonstration of compliance with the requirement that revenue from the Ordinance shall be used for enhancing operations.

Proportional budget allocation for fire related services:

FY 21-22 \$ _____; FY 21-22 ____%; this reporting period: \$ _____; ____%.

Personnel expenditures: FY 21-22 \$ _____; this reporting period \$ _____.

6. Any material changes in service needs within the agency’s jurisdiction or countywide.
7. Any remaining funds from allocations provided in previous years, and an explanation for proposed use of such funds.

Required Attachments:

Annual Budget

Budget to Actual Report

Balance Sheet

Fund Balance Report

Most recent annual audit and/or other independent financial review

FY 21-22 budget documents showing baseline dollar figure for maintenance of effort and personnel expenditures.

**MEASURE H FUNDING AGREEMENT
BETWEEN THE COUNTY OF SONOMA AND
TIMBER COVE FIRE PROTECTION DISTRICT**

This Agreement is made and entered into as of December 17, 2024 ("Effective Date") by and between the County of Sonoma, a political subdivision of the State of California, and Timber Cove Fire Protection District, hereinafter referred to as "COUNTY" and the "FIRE AGENCY", and collectively as "the Parties."

RECITALS

WHEREAS, on March 5, 2024, the voters of Sonoma County approved Measure H, "The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance", which added Article VIII to Chapter 12 of the Sonoma County Code (hereinafter "the Ordinance"); and

WHEREAS, the Ordinance provides funding to achieve effective and efficient regional fire response services throughout Sonoma County; and

WHEREAS, the County of Sonoma is charged with a fiduciary duty in administering the tax proceeds generated by the Ordinance and implementation of the Ordinance is the responsibility of an Oversight Committee which reports directly to the Sonoma County Board of Supervisors; and

WHEREAS, Section 12-61 of the Ordinance states: "The Expenditure Plan set forth in section 12-66 is intended as a specific and legally binding and enforceable limitation on how the proceeds of the transactions and use tax imposed by this Ordinance may be spent"; and

WHEREAS, as part of the Ordinance Expenditure Plan, Section 12-66(O) provides allocation percentages for entities receiving funds generated by the Ordinance ("Recipients"); and

WHEREAS, as part of independent Oversight Committee and performance audit, Section 12-67(8) of the Ordinance requires Recipients to prepare and distribute to the Oversight Committee specific information in annual reports not later than December 31st of each year; and

WHEREAS, as part of the oversight and administration of the Ordinance, Section 12-68(A) of the Ordinance requires a funding agreement between the County of Sonoma and Recipients before any tax proceeds are distributed; and

WHEREAS, Section 12-65 of the Ordinance requires that Ordinance proceeds shall not be used to supplant FIRE AGENCY'S historical proportional allocation to fire related services and establishes a baseline maintenance of effort requirement that shall not be violated; and

WHEREAS, Section 12-68(A) of the Ordinance further requires that the funding agreement between the County of Sonoma and Recipients shall establish existing revenue used to fund existing personnel in order to establish the baseline for measuring compliance with the

requirement that sales tax proceeds generated by the Ordinance shall only be used to pay for additional personnel; and

WHEREAS, the County of Sonoma and Recipients desire to have a uniform agreement to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and FIRE AGENCY do hereby agree as follows:

- I. The Parties agree to comply with the purpose, intent, use of fund limitations and specific implementation provisions of the Ordinance, which became operative October 1, 2024.
2. Allocation of Funds. As provided in Section 12-66(D), the allocation percentage of funds generated by the Ordinance to be received by FIRE AGENCY is two and forty-seven hundredths percent (2.47%), to be used for the purposes set forth in Sections 12-66(8) and 12-66(C) of the Ordinance. As provided in Section 12-66(E), the successor fire agency of any enumerated entity in Section 12-66(D) shall receive the funds set forth in that section.
3. Distribution of Funds. COUNTY shall distribute the sales tax proceeds to FIRE AGENCY on a quarterly basis based on the following schedule:

July - September proceeds will be distributed by the 10th of December;
October - December proceeds will be distributed by the 10th of March;
January - March proceeds will be distributed by the 10th of June;
April - June proceeds will be distributed by the 10th of September.

The first distribution of tax proceeds from COUNTY to FIRE AGENCY per the Ordinance and this Agreement will be the by the 10th of March 2025 for the October - December 2024 collection date.

4. Baseline maintenance of effort. As provided in Section 12-65, Ordinance proceeds shall not be used to supplant FIRE AGENCY'S historical general fund contribution for providing fire related services. The proportional allocation to determine maintenance of effort is FIRE AGENCY'S baseline operating budget for Fiscal Year 2021-2022, which includes ad valorem property taxes, parcel taxes or any other taxes and/or fees in support of the operating cost for providing fire related services but excluding limited term funds such as capital projects, grants, grant matches or other one-time revenues, will be reported on the FIRE AGENCY's Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY's proportional allocation. If the proportional allocation to FIRE AGENCY in any subsequent fiscal year is materially less than the FY 21/22 allocation, then the jurisdiction that provides funding shall be deemed to violate the maintenance of effort requirement.

5. Baseline personnel funding. For the purposes of Section 12-68(A) of the Ordinance, as provided in the operating budget for Fiscal Year 2021-2022, FIRE AGENCY'S annual existing revenues used to fund existing personnel in order to establish the baseline for measuring compliance with the requirement that sales tax proceeds shall only be used to pay for additional personnel will be reported on the FIRE AGENCY's Annual Report in Exhibit A. The Parties intend and agree to execute an Amendment to this Funding Agreement prior to the submission of the Annual Report, which sets forth FIRE AGENCY's baseline personnel funding.
6. 30-year limit on Bonded Indebtedness. As provided in Sections 12-63 and 12-66(C), FIRE AGENCY may issue limited tax bonds to finance any program or project in accordance with the Ordinance Expenditure Plan, as allowed by applicable law and as approved by their respective legislative body. The maximum bonded indebtedness shall not exceed the projected 30-year distribution of FIRE AGENCY'S annual allocation and any costs associated with the issuance of such bonds shall be accounted for within the program category in which the bond proceeds are used
7. Reporting Requirements.
 - a. In order to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance as set forth in Section 12-67(8) of the Ordinance, annual reports to the Oversight Committee shall be made by FIRE AGENCY not later than December 31st of each year in the form attached hereto as Exhibit A.
 - b. If FIRE AGENCY receives funding as part of the Countywide Expenditures from the Sonoma County Fire Chiefs Association ("SCFCA") pursuant to Section 12-66(C)(6) of the Ordinance, FIRE AGENCY shall prepare an annual report to be provided to SCFCA no later than September 30th to be included in the SCFCA's annual report to the Oversight Committee.
8. Appropriations Limit. As provided in Section 12-64 of the Ordinance, revenue generated by the Ordinance shall be attributed to the appropriations limit of the County, and not to the appropriations limit of any Recipients.
9. Records. The Parties shall retain all records regarding expenditures of funds generated by the Ordinance for a period of three (3) years from the date of the expenditure and make available as soon as practicable to each Party.
10. Audit authority of Oversight Committee. Subject to Sections 12-67(C) and 12-67(D) of the Ordinance, the Oversight Committee shall have the authority to audit the receipt and expenditures as set forth in the annual reports submitted by Recipients.

11. Over Allocation. If COUNTY over allocates funds to FIRE AGENCY for any reason, FIRE AGENCY agrees to return the amount of such over allocation to COUNTY to be re-allocated per Section 12-66(D).

12. County Costs. As provided in Section 12-66(C)(5), the Parties agree COUNTY is authorized to allocate funds collected pursuant to the Ordinance to pay for expenses incurred which relate to the implementation of the tax, including payments necessary for the operation of the Oversight Committee and Ordinance reporting. The Parties further agree that any costs that exceed the County of Sonoma ACTTC Administrative Fee allocation as set forth in Section 12-66(D) shall be removed from the total tax proceeds prior to distribution of funds to all respective agencies.

13. Indemnification. Timber Cove Fire Protection District shall defend, indemnify and hold harmless COUNTY, its officers, officials, and employees, from and against any and all demands, claims, actions, litigation or other proceedings, liability, damages and costs (including but not limited to attorney fees), that arise out of, pertain to or relate in whole or in part to COUNTY'S obligations under this agreement, excepting only matters that are based upon the County's gross negligence or willful misconduct.

14. Notices. Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or register mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

TO FIRE AGENCY: Timber Cove Fire Protection District

TO COUNTY: County of Sonoma
 Auditor-Controller-Treasurer-Tax Collector
 585 Fiscal Drive, #100
 Santa Rosa, CA 95403

15. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.

16. Integration. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

17. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
18. Independent Agencies. The Parties renders their services under this Agreement as independent agencies. None of either Party's agents or employees shall be agents or employees of the other Party.
19. Assignment. The Agreement may not be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other party.
20. Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the COUNTY or FIRE AGENCY as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above. Notwithstanding the foregoing, per Section 12-66(E)(2) of the Ordinance, in the event any enumerated entity in Section 12-66(D) consolidates with or is annexed by another entity, the successor agency shall receive the funds allocated to the enumerated entity.
21. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
22. Limitations
 - a. All obligations of COUNTY under the terms of this Agreement are expressly subject to COUNTY'S continued authorization to collect and allocate the sales tax proceeds generated by the Ordinance. If for any reason COUNTY'S right to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, COUNTY shall promptly notify FIRE AGENCY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of COUNTY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of COUNTY under all outstanding contracts, agreements to other obligations of COUNTY, of funds for such purposes.

b. All obligations of FIRE AGENCY under the terms of this Agreement are expressly subject to FIRE AGENCY's continued authorization to receive and spend the sales tax proceeds generated by the Ordinance. If for any reason FIRE AGENCY's right or ability to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, FIRE AGENCY shall promptly notify COUNTY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of FIRE AGENCY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of FIRE AGENCY under all outstanding contracts, agreements to other obligations of FIRE AGENCY, of funds for such purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF SONOMA

TIMBER COVE FIRE PROTECTION DISTRICT

By: _____
Board of Supervisors, Chairperson

By: _____
Timber Cove Fire Protection District,
Chair

ATTEST:

By: _____
Clerk of the Board of Supervisors

By: _____
Timber Cove Fire Protection District,
Vice Chair

APPROVED AS TO LEGAL FORM

FOR COUNTY:

FOR FIRE AGENCY:

County Counsel

William D. Ross, General Counsel

EXHIBIT A

ANNUAL REPORT TO MEASURE H OVERSIGHT COMMITTEE

Pursuant to the requirements of Sonoma County Code section 12-67(8), this is the annual report of the allocation of funds received by the reporting agency under the Sonoma County voter-approved Measure H, "The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance" (the "Ordinance").

Name of Agency receiving Measure H funds.: _____

Reporting period: FY 24-25 (4/26/24 to 6/30/25 (with April-June proceeds received 9/10/25))

- I. Detail of the activities related to the Ordinance this reporting period, based on attached budget to actual report, balance sheet, and fund balance report.
2. Summary of the positions and start up, equipment and facilities that were funded with revenue from the Ordinance.
3. The specific activities that support fire prevention, including vegetation management.
4. Update on the status of facility capital improvement projects that are funded with revenue from the Ordinance.
5. Demonstration of compliance with the requirement that revenue from the Ordinance shall be used for enhancing operations.

Proportional budget allocation for fire related services:

FY 21-22 \$ _____; FY 22-23 _____ %; this reporting period: \$ _____ %.

Personnel expenditures: FY 21-22 \$. _____; this reporting period \$ _____

6. Any material changes in service needs within the agency's jurisdiction or countywide.
7. Any remaining funds from allocations provided in previous years, and an explanation for proposed use of such funds.

Required Attachments:

Annual Budget

Budget to Actual Report

Balance Sheet

Fund Balance Report

Most recent annual audit and/or other independent financial review

FY 21-22 budget documents showing baseline dollar figure for maintenance of effort and personnel expenditures.

MEASURE H FUNDING AGREEMENT
BETWEEN THE COUNTY OF SONOMA AND
THE SONOMA COUNTY FIRE CHIEFS ASSOCIATION

This Agreement is made and entered into as of _____ (“Effective Date”) by and between the County of Sonoma, a political subdivision of the State of California, and City of Sonoma, hereinafter referred to as “COUNTY” and the Sonoma County Fire Chiefs Association, hereinafter referred to as “SCFCA”, and collectively as “the Parties.”

RECITALS

WHEREAS, on March 5, 2024, the voters of Sonoma County approved Measure H, “The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance”, which added Article VIII to Chapter 12 of the Sonoma County Code (hereinafter “the Ordinance”); and

WHEREAS, the Ordinance provides funding to achieve effective and efficient regional fire response services throughout Sonoma County; and

WHEREAS, the County of Sonoma is charged with a fiduciary duty in administering the tax proceeds generated by the Ordinance and implementation of the Ordinance is the responsibility of an Oversight Committee which reports directly to the Sonoma County Board of Supervisors; and

WHEREAS, Section 12-61 of the Ordinance states: “The Expenditure Plan set forth in section 12-66 is intended as a specific and legally binding and enforceable limitation on how the proceeds of the transactions and use tax imposed by this Ordinance may be spent”; and

WHEREAS, as part of the Ordinance Expenditure Plan, Section 12-66(D) provides allocation percentages for entities receiving funds generated by the Ordinance (“Recipients”); and

WHEREAS, as part of independent Oversight Committee and performance audit, Section 12-67(B) of the Ordinance requires Recipients to prepare and distribute to the Oversight Committee specific information in annual reports not later than December 31st of each year; and

WHEREAS, as part of the oversight and administration of the Ordinance, Section 12-68(A) of the Ordinance requires a funding agreement between the County of Sonoma and Recipients before any tax proceeds are distributed; and

WHEREAS, Section 12-65 of the Ordinance requires that Ordinance proceeds shall not be used to supplant FIRE AGENCY’S historical proportional allocation to fire related services and establishes a baseline maintenance of effort requirement that shall not be violated; however, SCFCA does not provide fire related services under the meaning of the Ordinance and therefore Section 12-65 is not applicable to SCFCA; and

WHEREAS, Section 12-68(A) of the Ordinance further requires that the funding agreement between the County of Sonoma and Recipients shall establish existing revenue used to fund existing personnel in order to establish the baseline for measuring compliance with the requirement that sales tax proceeds generated by the Ordinance shall only be used to pay for additional personnel; however, SCFCA does not fund fire personnel under the meaning of the Ordinance and therefore Section 12-68(A) is not applicable to SCFCA; and

WHEREAS, the County of Sonoma and Recipients desire to have a uniform agreement to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and SCFCA do hereby agree as follows:

1. The Parties agree to comply with the purpose, intent, use of fund limitations and specific implementation provisions of the Ordinance, which became operative October 1, 2024.
2. Allocation of Funds. As provided in Section 12-66(D), the allocation percentage of funds generated by the Ordinance to be received by SCFCA is fourteen and seven hundredths percent (14.07%), to be used for the purposes set forth in Sections 12-66(B) and 12-66(C) of the Ordinance, including, but not limited to, Countywide Expenditures pursuant to Section 12-66(C)(6).. As provided in Section 12-66(E), the successor fire agency of any enumerated entity in Section 12-66(D) shall receive the funds set forth in that section.
3. Distribution of Funds. COUNTY shall distribute the sales tax proceeds to SCFCA on a quarterly basis based on the following schedule:

July – September proceeds will be distributed by the 10th of December;
October – December proceeds will be distributed by the 10th of March;
January – March proceeds will be distributed by the 10th of June;
April – June proceeds will be distributed by the 10th of September.

The first distribution of tax proceeds from COUNTY to SCFCA per the Ordinance and this Agreement will be the by the 10th of March 2025 for the October – December 2024 collection date.

4. Baseline maintenance of effort. NOT APPLICABLE
5. Baseline personnel funding. NOT APPLICABLE.
6. 30-year limit on Bonded Indebtedness. NOT APPLICABLE.

7. Reporting Requirements.
 - a. In order to ensure consistency in distribution, reporting, oversight, and administration of the funds generated by the Ordinance as set forth in Section 12-67(B) of the Ordinance, annual reports to the Oversight Committee shall be made by SCFCA not later than December 31st of each year in the form attached hereto as Exhibit A.
 - b. NOT APPLICABLE.
8. Appropriations Limit. As provided in Section 12-64 of the Ordinance, revenue generated by the Ordinance shall be attributed to the appropriations limit of the County, and not to the appropriations limit of any Recipients.
9. Records. The Parties shall retain all records regarding expenditures of funds generated by the Ordinance for a period of three (3) years from the date of the expenditure.
10. Audit authority of Oversight Committee. Subject to Sections 12-67(C) and 12-67(D) of the Ordinance, the Oversight Committee shall have the authority to audit the receipt and expenditures as set forth in the annual reports submitted by Recipients.
11. Over Allocation. If COUNTY over allocates funds to SCFCA for any reason, SCFCA agrees to return the amount of such over allocation to COUNTY to be re-allocated per Section 12-66(D).
12. County Costs. As provided in Section 12-66(C)(5), the Parties agree COUNTY is authorized to allocate funds collected pursuant to the Ordinance to pay for expenses incurred which relate to the implementation of the tax, including payments necessary for the operation of the Oversight Committee and Ordinance reporting. The Parties further agree that any costs that exceed the County of Sonoma ACTTC Administrative Fee allocation as set forth in Section 12-66(D) shall be removed from the total tax proceeds prior to distribution of funds to all respective agencies.
13. Indemnification. SCFCA shall defend, indemnify and hold harmless COUNTY, its officers, officials, and employees, from and against any and all demands, claims, actions, litigation or other proceedings, liability, damages and costs (including but not limited to attorney fees), that arise out of, pertain to or relate in whole or in part to COUNTY'S obligations under this agreement, excepting only matters that are based upon the County's gross negligence or willful misconduct.
14. Notices. Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or

register mail, return receipt requested. to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

TO SCFCA: Sonoma County Fire Chiefs Association
 1596 S. Fitch Mountain Road
 Healdsburg 95448

TO COUNTY: County of Sonoma
 Auditor-Controller-Treasurer-Tax Collector
 585 Fiscal Drive, #100
 Santa Rosa, CA 95403

15. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.
16. Integration. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.
17. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
18. Independent Agencies. The Parties renders their services under this Agreement as independent agencies. None of either Party's agents or employees shall be agents or employees of the other Party.
19. Assignment. The Agreement may not be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other party.
20. Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the COUNTY or SCFCA as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above. Notwithstanding the foregoing, per Section 12-66(E)(2) of the Ordinance, in the event any enumerated entity in Section 12-66(D) consolidates with or is annexed by another entity, the successor agency shall receive the funds allocated to the enumerated entity.
21. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such

determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

22. Limitations

- a. All obligations of COUNTY under the terms of this Agreement are expressly subject to COUNTY'S continued authorization to collect and allocate the sales tax proceeds generated by the Ordinance. If for any reason COUNTY'S right to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, COUNTY shall promptly notify SCFCA, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of COUNTY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of COUNTY under all outstanding contracts, agreements to other obligations of COUNTY, of funds for such purposes.

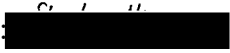
- b. All obligations of SCFCA under the terms of this Agreement are expressly subject to SCFCA's continued authorization to receive and spend the sales tax proceeds generated by the Ordinance. If for any reason SCFCA's right or ability to collect or expend such sales tax proceeds is terminated, suspended, or modified, in whole or in part, SCFCA shall promptly notify COUNTY, and the parties shall consult on a course of action. If, after twenty-five (25) business days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of SCFCA to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of SCFCA under all outstanding contracts, agreements to other obligations of SCFCA, of funds for such purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF SONOMA

SONOMA COUNTY FIRE CHIEFS ASSN

By: _____
Board of Supervisors, Chairperson

By:  _____
President

ATTEST:

By: _____
Clerk of the Board of Supervisors

By:  _____
Executive Director

APPROVED AS TO LEGAL FORM

FOR COUNTY:

FOR SCFCA:

County Counsel



Counsel

EXHIBIT A

ANNUAL REPORT TO MEASURE H OVERSIGHT COMMITTEE

Pursuant to the requirements of Sonoma County Code section 12-67(B), this is the annual report of the allocation of funds received by the reporting agency under the Sonoma County voter-approved Measure H, “The Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Transactions and Use Tax Ordinance” (the “Ordinance”).

Name of Agency receiving Measure H funds: _____

Reporting period: FY 24-25 (4/26/24 to 6/30/25 (with April-June proceeds received 9/10/25))

1. Detail of the activities related to the Ordinance this reporting period, based on attached budget to actual report, balance sheet, and fund balance report.
2. Summary of the positions and start up, equipment and facilities that were funded with revenue from the Ordinance.
3. The specific activities that support fire prevention, including vegetation management.
4. Update on the status of facility capital improvement projects that are funded with revenue from the Ordinance.
5. Demonstration of compliance with the requirement that revenue from the Ordinance shall be used for enhancing operations.

Proportional budget allocation for fire related services:

FY 21-22 \$ _____; FY 21-22 ____%; this reporting period: \$ _____; ____%.

Personnel expenditures: FY 21-22 \$ _____; this reporting period \$ _____.

6. Any material changes in service needs within the agency’s jurisdiction or countywide.
7. Any remaining funds from allocations provided in previous years, and an explanation for proposed use of such funds.

Required Attachments:

Annual Budget

Budget to Actual Report

Balance Sheet

Fund Balance Report

Most recent annual audit and/or other independent financial review

FY 21-22 budget documents showing baseline dollar figure for maintenance of effort and personnel expenditures.










Measure H Funding Agreement between County and SCFCA Final

Final Audit Report

2025-01-09

Created:	2025-01-09
By:	Jacqueline Schaap (jacqueline@wladamspc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAArfH2xqJmg_kLhIv7UhiCGNcCNXZ0aUq2

"Measure H Funding Agreement between County and SCFCA Final" History

-  Document created by Jacqueline Schaap (jacqueline@wladamspc.com)
2025-01-09 - 10:52:01 PM GMT
-  Document emailed to Steve Akre (stevea@sonomavalleyfire.org) for signature
2025-01-09 - 10:52:05 PM GMT
-  Document emailed to Dana Hampson (mcknightdana2@gmail.com) for signature
2025-01-09 - 10:52:06 PM GMT
-  Email viewed by Steve Akre (stevea@sonomavalleyfire.org)
2025-01-09 - 10:56:09 PM GMT
-  Signer Steve Akre (stevea@sonomavalleyfire.org) entered name at signing as Stephen Akre
2025-01-09 - 10:56:46 PM GMT
-  Document e-signed by Stephen Akre (stevea@sonomavalleyfire.org)
Signature Date: 2025-01-09 - 10:56:48 PM GMT - Time Source: server
-  Email viewed by Dana Hampson (mcknightdana2@gmail.com)
2025-01-09 - 10:57:45 PM GMT
-  Document e-signed by Dana Hampson (mcknightdana2@gmail.com)
Signature Date: 2025-01-09 - 10:58:15 PM GMT - Time Source: server
-  Agreement completed.
2025-01-09 - 10:58:15 PM GMT