

**FIRST AMENDMENT
TO
PROPERTY TAX ALLOCATION AGREEMENT BETWEEN THE SONOMA VALLEY
FIRE DISTRICT AND COUNTY OF SONOMA**

This First Amendment ("Amendment"), dated as of February ____, 2025, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and the Sonoma Valley Fire District, a fire district organized and operated pursuant to the Fire Protection District Law of 1987, hereinafter referred to as ("District").

RECITALS

WHEREAS, County and District entered into that certain Agreement (Agreement), dated February 11, 2020, for the reorganization of territory for fire services; and

WHEREAS, the Agreement provided the County make an annual revenue sharing payment into perpetuity to the District; and

WHEREAS, the Agreement contemplated an amendment to the Agreement in the event the electorate voted in favor of a countywide revenue measure intended to fund fire protection services in 2020; and

WHEREAS, the 2020 countywide fire sales tax failed; and

WHEREAS, on March 5, 2024, the electorate voted in favor of a countywide revenue measure intended to fund fire protection services through the passage of Measure H, known as the "Improved and Enhanced Local Fire Protection, Paramedic Services and Disaster Response Initiative" and accordingly County and District desire to amend the Agreement; and

WHEREAS, County and District desire to amend the Agreement to reduce the amount of County's revenue sharing payment to Districts by a total amount of one million dollars annually, as provided for in the Agreement, to begin in Fiscal Year 2025/2026; and

WHEREAS, District's annual revenue sharing payment is not sufficient for County to reduce it by a total amount of one million annually and therefore, in addition to District's annual revenue sharing payment being reduced to \$0.00, that amount will offset the annual revenue sharing payment to the Sonoma County Fire District, a fire district organized and operated pursuant to the Fire Protection District Law of 1987, to allow the County to reduce the amount of its annual revenue sharing payment by one million annually; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Paragraph 5(d) shall be amended to read as follows :

As a result of the electorate voting in favor of a countywide revenue measure intended to fund fire protection services, in calendar year 2024, the County shall reduce the amount of

the annual supplemental revenue sharing payment to the District, beginning in Fiscal Year 2025-26, resulting in a \$0.00 revenue sharing payment to District. Sections 5(b) and 5(c) shall be deleted.

2. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

3. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND DISTRICT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

SONOMA VALLEY FIRE DISTRICT:

By: 
President, Board of Directors

Date: 1/14/2025

COUNTY OF SONOMA:

By: _____
County Executive

Date: _____

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:


Counsel for District

APPROVED AS TO FORM:

Deputy County Counsel