

**REVENUE SHARING AND BUDGET STABILIZATION AGREEMENT
BETWEEN THE KENWOOD FIRE PROTECTION DISTRICT AND
THE COUNTY OF SONOMA**

This Revenue Sharing and Budget Stabilization Agreement (“Agreement”) is entered into and effective this 25th day of January 2022 by and between the Kenwood Fire Protection District (“District”), a fire district organized and operated pursuant to the Fire Protection District Law of 1987, and the County of Sonoma (“County”), a political subdivision of the State of California. District and County are sometimes collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, District serves an area with an estimated full-time population of 4,000 residents and over forty square miles; and

WHEREAS, District has experienced revenue shortfalls over the years that are beginning to adversely impact fire and emergency medical services delivery within its territory; and

WHEREAS, these fiscal shortfalls are primarily attributable to the inadequacy of property taxes sufficient to meet the future costs of continuing to provide fire and emergency services, which have been exacerbated by the 2017 Tubbs Fire and the 2020 Glass Fire; and

WHEREAS, County is working with District and other fire districts to resolve these fiscal issues in order to facilitate possible consolidation of the District into another fire district and provide for more efficient, effective, and sustainable services; and

WHEREAS, County is seeking to place a Fire Sales Tax (“the Fire Sales Tax”) on the 2022 ballot to raise revenue to improve local fire prevention and protection services; and

WHEREAS, upon passage of the Fire Sales Tax, District is willing to explore possible consolidation efforts with another fire district; and

WHEREAS, to facilitate possible consolidation with another fire district, the County desires to provide ongoing supplemental funding to the District to ensure that the District has a sustainable source of revenue into the future; and

WHEREAS, in addition to the supplemental funding, District has requested additional stabilization funding for the purpose of bridging District’s budget gaps until revenue is received from the Measure E Parcel Tax and the County Board of Supervisors (“Board”) desires to provide stabilization funds to District to allow District to balance its budget without relying upon its fund balance to supplement revenue shortfalls; and

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

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

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

WHEREAS, District's resources are further impacted by the disproportionate demand that tourists place on its fire and emergency medical services; and

WHEREAS, the Board finds that it is in the best interests of the residents of Sonoma County to shore up District's finances until District can possibly be consolidated with another fire district; and

WHEREAS, the Board expressly finds that providing ongoing supplemental funding to District is a public purpose and in the public interest within the meaning of California Constitution article XVI, section 6; and

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

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

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

(a) "Reorganization" means the dissolution of the Kenwood Fire Protection District and consolidation of the territory in the dissolved District into another fire district.

(b) "Effective Date" means the date set forth in the preamble above.

3. **Purpose.** The purpose of this Agreement is to provide annual funding, consisting of two annual stabilization payments, beginning in Fiscal Year (FY) 2021-22, to help bridge District's ongoing budget gap, while also providing ongoing supplemental funding for fire services within District territory.

4. **Annual Revenue Sharing Payment.**

(a) The County agrees to make an annual payment to District as supplemental funding in an amount equal to \$180,000, as adjusted annually, which payment shall continue in perpetuity subject to the provisions of this Agreement. The Parties acknowledge and agree that the Revenue Sharing Payment is voluntarily made by the County. This initial dollar figure is a baseline amount, that shall be annually adjusted based on the percentage change in the annual San Francisco Area Consumer Price Index ("CPI") issued in January of each year, over the prior year.

(b) County will issue the initial Revenue Sharing Payment, prorated for the period from the Effective Date until the last day of the then-current fiscal year, to District within sixty (60) days of the Effective Date. Thereafter, for the Revenue Sharing Payment, District will invoice the County, subject to the annual adjustment, not sooner than September 15th of each year for the Revenue Sharing Payment. The County shall distribute the Revenue Sharing Payment to District not later than October 31 of each fiscal year. If the Revenue Sharing Payment is sent by the County after November 30 of any year, the payment is subject to a late fee of 5% the invoiced amount.

(c) Notwithstanding the foregoing, in any year in which the County's secured property tax revenues decrease from the prior year's totals, the Parties agree that no increase in CPI shall be made to the Revenue Sharing Payment for that year, regardless of any percentage increase in the CPI over the prior year. However, any suspension of the CPI based on this subparagraph shall have no effect on the cumulative new baseline amount of the annual Revenue Sharing Payment as set forth in section (a) above. In the event there is a State or Federal economic stimulus or bailout type funding package that is directed towards the cause of the County's reduction in secured property tax revenues, then the Parties agree to meet to discuss whether such funds can be used to backfill the missed CPI increases and if so, the Parties shall use their best efforts to negotiate the amount of any backfill. In the event the County's secured property tax revenues decrease from the prior year's totals lasts for more than two consecutive years, the parties agree to renegotiate the CPI terms for the affected period in good faith. Exhibit A attached hereto provides an illustrative example of how the parties intend this provision to be applied.

(d) [INTENTIONALLY OMITTED]

(e) [INTENTIONALLY OMITTED]

(f) The Parties acknowledge and agree that this Revenue Sharing Agreement is the only supplemental funding to be provided by the County for the potential Reorganization with another fire district, and no further supplemental funding will be provided to District under any circumstances. The Parties further acknowledge and agree that in the event supplemental funding is needed in the future to support Reorganization, District would seek additional revenue via a future tax measure or other revenue raising mechanism.

5. Annual Stabilization Payment.

(a) County shall provide two stabilization payments to District of \$120,000 annually, beginning in FY 2021/22 ("Stabilization Payments"). The Parties acknowledge and agree that the Stabilization Payments are intended to plug revenue shortfalls that may arise until the until District begins to receive revenue from the Measure E parcel tax that passed in November, 2021.

(b) County shall make the Stabilization Payments annually in lump sum payments. , County shall issue the payment for FY 2021/22 within sixty (60) days of the execution of this Agreement. For FY 2022/23, County shall issue the stabilization payment by September 30, 2023.

6. Accounting and Audit. The designated representatives of County and District shall have the right to audit any records and supporting documentation pertaining to the performance of this Agreement. County and District shall maintain such records for a minimum

of four (4) years from the Effective Date and to allow access to such records during normal business hours.

a. Survival. The accounting and audit provisions set forth in this Section 7 shall survive both the termination of this Agreement and the completion of the Reorganization.

7. Termination.

a. Revenue Sharing Payment. The Parties acknowledge and agree that the Annual Revenue Sharing Payment shall be made into perpetuity. Notwithstanding the foregoing, the Parties acknowledge and agree that if District is consolidated with another fire district, the County and that consolidating fire district may enter into a new Revenue Sharing Agreement and this Agreement shall be void and have no further effect.

b. Stabilization Payment. The Parties acknowledge and agree that the County is obligated to make two annual stabilization payments, beginning in FY 2021/22.

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

d. Termination Due to Change in Law. Should substantial changes occur in the statutory scheme or successor statutory schemes (whether by legislative or judicial action) governing this Agreement, which negate or frustrate the fundamental tenets of this Agreement, the Parties may discuss a termination or amendment of this Agreement.

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

9. Modification/Amendment. This Agreement may be modified or amended only by a writing duly authorized and executed by the parties to this Agreement.

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

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

12. Notice. All notices, requests, determinations or other correspondence required or allowed by law or this Agreement to be provided by the parties shall be in writing and shall be

deemed given and received when delivered to the recipient by first-class mail (or an equal or better form of delivery including electronic mail) at the following addresses:

DISTRICT:

Kenwood Fire Protection District
9045 Sonoma Hwy,
Kenwood, CA 95452

COUNTY:

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

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

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

14. Successors. This Agreement shall be binding upon, and inures to the benefit of, the Parties and their respective successors and assigns.

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

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

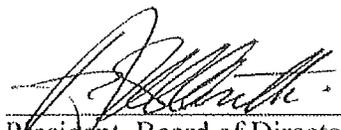
17. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of California. Venue for actions and proceedings between the parties related to this Agreement shall be in the Northern District of California for any federal action and, unless otherwise agreed by the parties, in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

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

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

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

KENWOOD FIRE PROTECTION DISTRICT:



President, Board of Directors

Date: 1/11/2022

COUNTY OF SONOMA:

Chair, Board of Supervisors

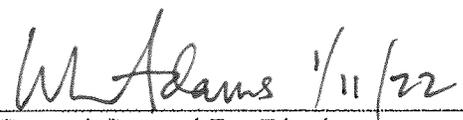
Date

ATTEST:

Clerk of the Board of Supervisors Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:



General Counsel For District Date

Deputy County Counsel for County Date

EXHIBIT A
CPI ADJUSTMENT EXAMPLE

Year	Property Tax Change	CPI Change %	Agreement Adjustment %*
Year 2	Positive	3.0%	3.0%
Year 3	Positive	2.0%	2.0%
Year 4	Positive	3.0%	3.0%
Year 5	Positive	3.0%	3.0%
Year 6	Negative	1.0%	0.0%
Year 7**	Positive	2.0%	2.0%
Year 8	Positive	3.0%	3.0%
Year 9	Positive	3.0%	3.0%
Year 10	Positive	3.0%	3.0%
Year 11	Positive	3.0%	3.0%
Year 12	Negative	2.0%	0.0%
Year 13	Negative	3.0%	0.0%
Year 14**	Positive	2.0%	2.0%
Year 15	Positive	3.0%	3.0%
Year 16	Positive	2.0%	2.0%
Year 17	Positive	3.0%	3.0%
Year 18	Positive	3.0%	3.0%
Year 19	Positive	2.0%	2.0%

Year	Payment Due
Year 1	\$ 3,000,000
Year 2	\$ 3,090,000
Year 3	\$ 3,182,700
Year 4	\$ 3,278,181
Year 5	\$ 3,376,526
Year 6	\$ 3,376,526
Year 7**	\$ 3,444,057
Year 8	\$ 3,547,379
Year 9	\$ 3,653,800
Year 10	\$ 3,763,414
Year 11	\$ 3,876,316
Year 12	\$ 3,876,316
Year 13	\$ 3,876,316
Year 14**	\$ 3,953,843
Year 15	\$ 4,072,458
Year 16	\$ 4,153,907
Year 17	\$ 4,278,524
Year 18	\$ 4,406,880
Year 19	\$ 4,495,018
Year 20	\$ 4,629,868

* CPI is calculated pursuant to Section 5c, reflecting no CPI increase due to the decrease in County secured property tax revenues from the prior year's totals.

** Payment is calculated on the change based on the previous 12 months, which in these examples is 2% following a negative revenue period.

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

This Global Agreement (“Agreement”) is entered into and effective this 25th day of January 2022 (the “Effective Date”), by and between the County of Sonoma, a political subdivision of the State of California (“County”), and the Sonoma County Fire District, a fire district organized and operated pursuant to the Fire Protection District Law of 1987 (California Health and Safety Code Section 13800 *et seq.*) (“SCFD”), the Northern Sonoma County Fire Protection District, a fire district organized and operated pursuant to the Fire Protection District Law of 1987 (“NSCFPD”), the Gold Ridge Fire Protection District, a fire district organized and operated pursuant to the Fire Protection District Law of 1987 (“Gold Ridge”), and the Kenwood Fire Protection District, a fire district organized and operated pursuant to the Fire Protection District Law of 1987 (“Kenwood”). SCFD, NSCFPD, Gold Ridge, and Kenwood are sometimes collectively referred to herein as the “Partners.”

RECITALS

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

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

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

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

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

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

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

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

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

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

Financial Condition.

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

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

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

County: _____ SCFD: _____ NSCFPD: _____ Gold Ridge: _____ Kenwood: 

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

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

County: _____ SCFD: _____ NSCFPD: _____ Gold Ridge: _____ Kenwood: 

6. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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[SIGNATURES BEGIN ON NEXT PAGE]

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

COUNTY OF SONOMA:

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board of Supervisors Date

APPROVED AS TO FORM FOR COUNTY:

Robert H. Pittman, County Counsel Date

SONOMA COUNTY FIRE DISTRICT:

President, Board of Directors

Date

APPROVED AS TO FORM FOR SCFD:

District Counsel, SCFD Date

**NORTHERN SONOMA COUNTY
FIRE PROTECTION DISTRICT:**

President, Board of Directors

Date

APPROVED AS TO FORM FOR NSCFPD:

Special Counsel, NSCFPD

Date

**GOLD RIDGE FIRE PROTECTION
DISTRICT:**

President, Board of Directors

Date

APPROVED AS TO FORM FOR GOLD
RIDGE:

District Counsel, Gold Ridge FPD

Date

**KENWOOD FIRE PROTECTION
DISTRICT:**



President, Board of Directors

Date

1/11/2022

APPROVED AS TO FORM FOR
KENWOOD:



District Counsel, Kenwood FPD

Date