

## **ASSET TRANSFER AGREEMENT BETWEEN THE SONOMA COUNTY FIRE DISTRICT AND THE COUNTY OF SONOMA**

This Asset Transfer Agreement ("Agreement") is entered into and effective June 13, 2022, between the Sonoma County District, which is a fire district organized and operated pursuant to the Fire Protection District Law of 1987 (the "District"); and the County of Sonoma (the "County"), with respect to the following Recitals, which are incorporated as a substantive part of this Agreement.

### **RECITALS**

**WHEREAS**, in 2018, the Board of Supervisors, on behalf of the Mountain Volunteer Fire Company (VFC) in County Service Area 40 (CSA-40) along with the Board of Directors of the Windsor Fire Protection District, Rincon Valley Fire Protection District and Bennett Valley Fire Protection District (the "Parties"), adopted a concurrent resolution supporting the reorganization of the Windsor Fire Protection District; and

**WHEREAS**, on December 12, 2018, the Application for Reorganization, titled "Windsor Fire Protection District Reorganization No. 2018-01 Consisting of Dissolution of the Bennett Valley Fire Protection District and Rincon Valley Fire Protection District; Detachment from County Service Area No. 40 (Fire Services) of the Mountain Volunteer Fire Department Service Area; and annexation of the Same Territory to the Windsor Fire Protection District" was submitted to Sonoma Local Agency Formation Commission (LAFCO), with the Reorganized District to be renamed Sonoma County Fire District ("the Reorganization"); and

**WHEREAS**, in early 2019, the Parties entered into a Property Tax Allocation Agreement for the Reorganization; and

**WHEREAS**, on February 6, 2019, LAFCO adopted Resolution No. 2700 approving the Reorganization; and

**WHEREAS**, on April 4, 2019, LAFCO's Executive Officer recorded the Certificate of Completion confirming successful resolution of the Reorganization; and

**WHEREAS**, as part of the Reorganization, all assets, unrestricted, restricted or fiduciary, held by the Parties were to be transferred to and become assets of the Reorganized District; and

**WHEREAS**, the LAFCO Certificate of Completion stated that all assets, unrestricted, restricted or fiduciary, and all liabilities of the Bennett Valley Fire Protection District and Rincon Valley Fire Protection District shall be transferred to the Windsor Fire Protection District, to be known as the Sonoma County Fire District; and

**WHEREAS**, all of the assets, unrestricted, restricted or fiduciary, of the Bennett Valley Fire Protection District and Rincon Valley Fire Protection District were transferred to the Sonoma County Fire District; and

**WHEREAS**, it was the desire and intent of all Parties that the Mountain VFC Fire Station real property and improvements (Mountain Station), located at 5198 Sharp Rd, Calistoga,

California (APN 120-220-023), which title is currently held by the County of Sonoma, be transferred to the Sonoma County Fire District as part of the Reorganization; and

**WHEREAS**, a recent audit of CSA-40 determined that the County still holds title to the Mountain Station; and

**WHEREAS**, Sonoma County Fire District has had possession and control of the Mountain Station (now operated as Sonoma County Fire District Station 6) since April 4, 2019; and

**WHEREAS**, the County desires to quitclaim, and the Sonoma County Fire District desires to accept, the Mountain Station.

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

### **AGREEMENT**

1. Effect of Recitals. The foregoing Recitals are incorporated into and are a part of this Agreement.
2. Transfer of Mountain Station to District. Upon execution of this Agreement, County agrees to convey and quitclaim to the Sonoma County Fire District (District) the Mountain VFC Fire Station real property and improvements (Mountain Station), located at 5198 Sharp Rd, Calistoga, California (APN 120-220-023), in the form conveyed in the Quitclaim Deed, attached as Exhibit A. District agrees to execute a Certificate of Acceptance and to accept and record the Quitclaim Deed and Certificate of Acceptance for the Mountain Station. The District further agrees to accept the Mountain Station in its "as is" condition.
3. Effect of Transfer of Mountain Station to District. Upon recordation of the Quitclaim Deed and Certificate of Acceptance, District will have all right, title and interest in the Mountain Station as quitclaimed, and will be solely responsible for all associated costs, upkeep and maintenance, including purchasing and maintaining all required insurance.
4. Waiver and Release of Liability. The District waives and releases any and all claims against County related to the Mountain Station whether known or unknown which accrued or may have accrued since April 4, 2019. It is understood and agreed that each party to this Agreement hereby waives any and all rights under Section 1542 of the Civil Code of the State of California 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 SETTLEMENT WITH THE DEBTOR. District understands that Section 1542 gives it the right not to release existing claims of which it is not aware, unless it voluntarily chooses to do so. Having been so informed, District nevertheless hereby elects to voluntarily waive and relinquish the rights described in Section 1542, and elects to assume all risks

for existing claims that exist in its favor, known or unknown, which arise from or relate to the subject matter of this Release.

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

6. 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

Sonoma County Fire District  
PO Box 530  
Windsor, CA 95492

COUNTY

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

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

7. 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.

8. Approval. The Parties represent and warrant that that they have authority to enter into this Agreement, and to execute the Quitclaim Deed and Certificate of Acceptance of the Quitclaim Deed.

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

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

**DISTRICT:**

_____ President, Board of Directors, Sonoma County Fire District	_____ Date
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**COUNTY OF SONOMA:**

_____ Chair of the Board of Supervisors	_____ Date
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APPROVED AS TO FORM:

APPROVED AS TO FORM

\_\_\_\_\_  
General Counsel for District      Date

\_\_\_\_\_  
Deputy County Counsel for COUNTY      Date

**Exhibit A**  
**Quitclaim Deed**