

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

This Asset Transfer Agreement ("Agreement") is entered into and effective _____, 2020, between the Sonoma Valley Fire 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, on February 20, 2013, the County entered into a lease purchase agreement ("Lease") with Kansas State Bank of Manhattan ("Obligee") for the financed purchase of two fire engines. The Lease requires two annual payments of \$18,162.44 until the Lease matures on February 20, 2023. The Lease is attached hereto as Exhibit A.

WHEREAS, one of the fire engines financed by the Lease is a 2014 Quick Attack Fire Truck, VIN: 1FD0W5HT1EEA26705 ("Engine"), which the County obtained for County Service Area No. 40 ("CSA-40") to use in the territory served by the Mayacamas Volunteer Fire Department ("Mayacamas VFD"). CSA-40 has used the proceeds of the special tax imposed by Community Facilities District #7-Mayacamas ("Mayacamas Special Tax") to pay the portion of the Lease that represents the Engine.

WHEREAS, CSA-40 has also used the proceeds of the Mayacamas Special Tax to purchase additional assets, which are represented on Exhibit B. CSA-40 further possesses approximately [\$X] in unspent funds generated by the Mayacamas Special Tax.

WHEREAS, on March 4, 2020, the Sonoma County Local Agency Formation Commission ("LAFCO") adopted Resolution No. 2723 approving a reorganization of territory involving dissolution of the Valley of the Moon Fire Protection District and subsequent annexation of that territory to the Glen Ellen Fire Protection District ("GEFPD"), and annexation to the GEFPD and detachment from CSA-40 of territory served by Mayacamas VFD (the "Reorganization"). GEFPD was subsequently renamed the Sonoma Valley Fire District.

WHEREAS, on June 15, 2020, LAFCO's Executive Officer recorded the Certificate of Completion confirming successful resolution of the Reorganization.

WHEREAS, the County desires to transfer, and the District desires to accept, ultimate ownership of the Engine upon satisfaction of the Lease payments. The County also desires to transfer, and the District desires to accept, ultimate ownership of the assets represented on Exhibit B, and all unspent funds generated by the Mayacamas Special Tax.

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 Assets to District. Upon execution of this Agreement, County agrees to transfer to the District the assets represented on Exhibit B and any unspent funds in CSA-40's Mayacamas fund.
3. County Payoff of Lease. Upon execution of this Agreement, County agrees to exercise its option under the Lease to pay off the Lease entirely by paying \$88,304.90 to Oblige on February 20, 2021.
4. Transfer of Engine to District. Upon Oblige's release of all its rights, title and interest in the Engine to the County, County will transfer ownership of the Engine to District. District will have sole rights, title and interest in the Engine, and will be solely responsible for purchasing and maintaining all required insurance with respect to the Engine.
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 Valley Fire District
[]

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 that this Agreement was approved by their respective governing boards at a properly noticed meeting.
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.

[Remainder of page intentionally left blank]

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

DISTRICT:

President, Board of Directors, SVFD Date

COUNTY OF SONOMA:

Chair, 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
(Lease)