FIRST AMENDED
AGREEMENT BY AND BETWEEN NORTHERN SONOMA COUNTY FIRE PROTECTION DISTRICT AND THE COUNTY OF SONOMA FOR THE PURPOSES OF PROVIDING ENHANCES SERVICES FUNDING FOR 2.0 STAFFING

This First Amended Agreement is made and entered into on June 8, 2021, by and between NORTHERN SONOMA COUNTY FIRE PROTECTION DISTRICT, a California special district ("Recipient") and the COUNTY OF SONOMA ("County").

RECITALS

A. COUNTY is engaged in a multi-year Fire Services Project to improve the efficiency, effectiveness, and sustainability of fire services in Sonoma County.

C. The Board of Supervisors directed the Fire Implementation Ad Hoc to coordinate with Fire Chiefs' Association Strategic Leadership Group (SLG) to provide guidance towards implementing the Sonoma County Fire Services Deployment Plan (Silver Plan) on August 14, 2018.

D. The Board of Supervisors accepted the Fire Chiefs' Association Strategic Leadership Group (SLG's) recommendation to pursue a countywide fire tax and analyze consolidation strategies, on January 29, 2019.

E. At its March 19, 2019, Board meeting, the County of Sonoma's Board of Supervisors approved of the Council's recommendation to provide $275,000 in funding to Recipient.

F. The County entered into the "Agreement By and Between Geyserville Fire Protection District and the County of Sonoma for the Purposes of Providing Enhanced Services Funding for 2.0 Staffing" on May 14, 2019 (herein after the "Agreement"). Geyserville Fire Protection District is now known as Northern Sonoma County Fire Protection District.

G. As a result of the failure of Measure G, it is the judgment of the County's Board of Supervisors it is necessary and desirable for the County to extend the terms of the Agreement for a further two years to provide additional time to identify new revenue measures to support consolidation efforts.

H. At its June 8, 2021 Board meeting, the County of Sonoma's Board of Supervisors approved amending the Agreement for add an additional two years.

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

AGREEMENT

1. The Recitals listed above are true and correct and are incorporated herein.

2. Paragraph 2.1 is added to the Agreement with the following language:

> 2.1 In the event a countywide sales tax measure to fund fire services passes, or if Recipient consolidates with another entity, the parties agree to renegotiate the terms of this Agreement.

3. Paragraph 3 of the Agreement is deleted in its entirety and replaced with the following language:

> Term of Agreement. The term of this agreement shall be from April 1, 2019 until June 30, 2023, unless terminated earlier in accordance with the provisions of Article 4 below.

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

5. Recipient warrants the person affixing his or her signature hereto is authorized to execute this agreement on behalf of Recipient.

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

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

NORTHERN SONOMA COUNTY FIRE PROTECTION DISTRICT

_____

By: _____

Name:
Title:

Date: _____

COUNTY OF SONOMA

AGREEMENT EXECUTED:

By: _____
Sheryl Bratton,
County Administrator

Date: _____ APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date:_
CERTIFICATES OF INSURANCE REVIEWED AND ON FILE:

By:_____

Date: _____