

**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 ___ day of _____ 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

APPROVED AS TO FORM FOR
KENWOOD:

District Counsel, Kenwood FPD Date

