

Application for Reorganization

**Consisting of the consolidation of the remaining
County Service Area 40 territories known as
North Bay Fire into the
Gold Ridge Fire Protection District**

Submitted November 30, 2022
Shepley Schroth-Cary, Fire Chief
Gold Ridge Fire Protection District



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Applicant Information

Application Submittal Date: November 30, 2022

Name of Applicant: Gold Ridge Fire Protection District

Mailing Address: 4500 Hessel Rd. Sebastopol, CA 95472

Contact Person: Fire Chief Shepley Schroth-Cary

Contact Email: shepleyschroth-cary@goldridgefire.org

Title of Application: Application for Reorganization Consisting of the Consolidation of the County of Sonoma CSA-40 territory and fire agencies into the Gold Ridge Fire Protection District.

Project Description: As provided in the Concurrent Resolution County of Sonoma 22-0031 and Gold Ridge Fire Protection District 21/22-02, effective January 25, 2022, reorganization consisting of the detachment of Sonoma County CSA- 40 territory and the consolidation of the detached County of Sonoma CSA-40 territory and fire agencies into a reorganized Gold Ridge Fire Protection District.

Location/Area Involved: LAFCO is requested to approve the amended Sphere of Influence for the Gold Ridge Fire Protection District as depicted on the map provided on page 17 of this application. However, the boundary of the territory of the reorganized Gold Ridge Fire Protection District will be limited to the combined existing territories of County of Sonoma CSA-40 and the Gold Ridge Fire Protection in the southwest portion of Sonoma County, and will not include the Monte Rio Fire Protection District as part of the Gold Ridge Fire Protection District at this time.

THE WITHIN INSTRUMENT IS A
CORRECT COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE

County of Sonoma Resolution No. 22-0031

Gold Ridge Fire Protection District Resolution No. 21/22-02

ATTEST: January 25, 2022

SHERYL BRATTON, Clerk/Secretary

BY Noelle Francis

A Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, and The Board of Directors of the Gold Ridge Fire Protection District, Constituting The Parties Resolution Of Intent To Apply To the Sonoma Local Agency Formation Commission For Reorganization of the Subject Territory into the District

Whereas, the Board of Directors of the Gold Ridge Fire Protection District (District) and the Sonoma County Board of Supervisors, (collectively referred to as "the Parties"), desire to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with section 56000 of the California Government Code, with Sonoma Local Agency Formation Commission ("Sonoma LAFCO") for the reorganization of the Parties as specified herein; and

Whereas, the Parties have agreed to notify Sonoma LAFCO by adoption of this Concurrent Resolution of the intent to apply for the reorganization of Incident Response Plan (IRP) area 81 and the areas serviced by the Volunteer Fire Companies of Ft. Ross, Camp Meeker, Bloomfield, Bodega, Valley Ford, Two Rock, San Antonio, Wilmar, and Lakeville ("the VFC areas") (collectively referred to as the "Subject Territory") which are all located within County Service Area No. 40 (CSA-40), in portions of the unincorporated area of the County, consisting of detachment of the Subject Territory from CSA-40 and annexation of the Subject Territory into District ("the Proposed Reorganization"), resulting in an reorganized Gold Ridge Fire Protection District ("the Reorganized District"); and

Whereas, the boundaries of the territory included in the proposed Reorganized District will be the combined territories of the Subject Territory and the District, as shown in Exhibit "A", attached hereto and incorporated herein by reference; and

Whereas, the Parties have executed a tax exchange and supplementary revenue sharing agreement that provides sufficient funding to enable the District to annex the Subject Territory, resulting in the proposed Reorganized District, and includes the transference of special taxes levied by the Wilmar Community Facilities District within the Subject Territory to the Reorganized District; and

Whereas, the Proposed Reorganization requires a Municipal Services Review (MSR) be conducted, in addition to an amendment to District's sphere of influence to include the boundaries of the Subject Territory into in the Reorganized District, and the Parties agree this Resolution represents a formal request to Sonoma LAFCO to begin the proceedings necessary to complete a MSR and amend the District's Sphere of Influence; and

Now, Therefore, Be It Resolved, the Board of Directors of the Gold Ridge Fire Protection District and the Sonoma County Board of Supervisors hereby declare their intent to apply for the Proposed Reorganization and their support for the Reorganized District, and request Sonoma LAFCO begin the necessary proceedings to conduct a MSR and amend the District's Sphere of Influence.

County of Sonoma Resolution No. 22-0031

Gold Ridge Fire Protection District Resolution No. 21/22-02

This Concurrent Resolution can be executed in counterpart and is effective from the latest date of execution shown below.

Supervisors:

Passed, approved and adopted at a regular meeting of the Board of Supervisors of the County of Sonoma, State of California, by the following votes. Passed and adopted this January 25th, 2022.

Gorin: Aye Rabbitt: Aye Coursey: Aye Hopkins: Aye Gore: Aye

Ayes: 5 Noes: 0 Absent: 0 Abstain: 0

SO ORDERED.

Attest: Sheryl Bratton
Della Francis
Chair, Board of Supervisors,
County of Sonoma

ATTEST:

[Signature]
Chair
Clerk of the Board of Supervisors

Gold Ridge Fire Protection District:

Passed, approved and adopted at a special meeting of the Board of Directors of the Gold Ridge Fire Protection District, by the following votes. Passed and adopted this

January 12, 2022.

SO ORDERED.

[Signature]
President, Board of Directors

Ayes: 7

Noes: 0

Absent: 0

ATTEST:

[Signature]
Clerk of the Board of Directors

**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**

This Property Tax Allocation and Revenue Sharing Agreement ("Agreement") is entered into and effective January 12, 2022, between the Gold Ridge Fire Protection District ("District"), a fire district organized and operated pursuant to the Fire Protection District Law of 1987, and the County of Sonoma (the "County"), a political subdivision of the State of California, with respect to the following Recitals, which are incorporated as a substantive part of this Agreement.

RECITALS

WHEREAS, the Board of Directors of the District and the County Board of Supervisors, (collectively referred to as "the Parties"), desire to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with section 56000 of the California Government Code, with the Local Agency Formation Commission of the County of Sonoma ("Sonoma LAFCO") for the reorganization of Incident Response Plan (IRP) area 81 and the areas serviced by the Volunteer Fire Companies of Ft. Ross, Camp Meeker, Bloomfield, Bodega, Valley Ford, Two Rock, San Antonio, Wilmar, and Lakeville ("the VFC areas") (collectively referred to as the "Subject Territory") which are all located within County Service Area No. 40 (CSA-40) in portions of the unincorporated area of the County and which boundaries are reflected and included in Exhibit "A",

WHEREAS, the Parties provide fire suppression, prevention, rescue, emergency medical services and hazardous material emergency response and other services relating to the protection of lives and property ("Fire Protection Services"), and

WHEREAS, Fire Protection Services for the Subject Territory which is located within CSA-40 are a part of the services provided under the authority of the Board of Supervisors; and,

WHEREAS, a portion of property tax revenues allocated by law in CSA-40 for fire protection has supported Fire Protection Services for the Subject Territory; and,

WHEREAS, the Parties agree to approve and adopt a Concurrent Resolution, jointly requesting Sonoma LAFCO to approve the proposed reorganization and annexation of the Subject Territory within sixty (60) days after the execution of this agreement, and

WHEREAS, District will submit its "Application for Reorganization and Annexation with the Gold Ridge Fire Protection District" to Sonoma LAFCO within 120 days of the Sonoma LAFCO completion of a Municipal Services Review and adoption of a Sphere of Influence Amendment, and

WHEREAS, should the reorganization and annexation be approved, District and County are desirous of facilitating successful Fire Protection Services in the Subject Territory by

entering into this Agreement relating to the real property tax revenue derived from the Subject Territory now allocated for fire protection within CSA-40, and the County desires to provide supplemental revenue to the reorganized District in order to ensure that the District has a sustainable financial plan moving forward, and

WHEREAS, the County is investing supplemental funds beyond property taxes in order to encourage a reduction in the number of fire agencies in 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, 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 (the “Board”) directed the Fire Services Ad Hoc Committee to work on the implementation of the Fire Services Deployment Plan in order to improve fire services in Sonoma County; and

WHEREAS, on April 1, 2019, the County approved \$600,000 in annual enhanced services funding to the District (the “Enhanced Services Payment”) to provide additional staffing, which funding was renewed by the County in June 2021, and continues through June 30, 2023 (collectively, the Enhanced Services Agreement); and

WHEREAS, the Parties mutually desire to modify the Enhanced Services Payment Agreement to provide for the termination of the Enhanced Services Payment upon the detachment of the IRP area 81 and VFC areas from CSA-40 and the annexation of the detached territory into District; and

WHEREAS, the County desires to facilitate the consolidation of the District and the Subject Territory to provide more effective and efficient fire services; and

WHEREAS, the County further 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, the Board finds that it is in the best interests of the residents of Sonoma County to support the reorganization and annexation of the District and the Subject Territory; and

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

WHEREAS, this Agreement is intended to specifically implement the proposed reorganization and annexation for the Subject Territory only.

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. Definitions. For purposes of this Agreement, except as otherwise provided or unless the context otherwise requires:
 - (a) "Reorganization" means the detachment of IRP area 81 and the VFC areas from CSA-40, and annexation of the territory in the detached area to the District.
 - (b) "ACTTC" means the Sonoma County Auditor-Controller Treasurer-Tax Collector.
 - (c) "Property Tax Assessed Values" means the taxable assessed values including homeowner's exemptions and excluding Aircraft as presented in the State Board of Equalization Final Utility Roll and the County Assessor's Certified Roll.
 - (d) "Effective Date" means the date of recordation of the LAFCO Executive Officer's Certificate of Completion for the Reorganization.
 - (e) "Subject Territory" means the area of IRP area 81, and the areas serviced by the Volunteer Fire Companies of Ft. Ross, Camp Meeker, Bloomfield, Bodega, Valley Ford, Two Rock, San Antonio, Wilmar, and Lakeville located within CSA-40.
 - (f) "Date of Execution" means the date on which all parties have fully executed the Agreement.
3. Allocation and Payment of Property Taxes. As soon as permitted by state law after the Effective Date, including, but not limited to Government Code Section 54900 et. seq. and Government Code Section 57204, the property tax revenues of the Subject Territory currently allocated to CSA-40 for Fire Protection Services shall be transferred to District, subject to the following:
 - (a) The Parties agree that the ACTTC shall make any adjustments to the gross allocations of property tax revenue to Subject Territory and the District as required by all applicable state law, which may cause the amount of the property tax revenue allocated to District to be different from that previously allocated to CSA-40. These adjustments include but are not limited to, applicable Educational Revenue Augmentation Fund calculations or allocations, any changes to withholdings the ACTTC may apply to property tax administration or property tax appeals. The ERAF shift computation will be based on the original ERAF factor(s) for fire services in the Subject Territory prior to the creation of CSA-40. Once the annexation is enrolled in the AB 8 allocation, the ERAF shift will be adjusted by the District's annual AB 8 allocation growth factor in accordance with Revenue and Taxation Code Section 97.4(a).

Property tax allocations to the District will be processed in December and April based on actual collections to-date. In July, a fiscal year true-up allocation will be processed to include any subsequent collections and the Teeter buyout of delinquent secured taxes. For Fiscal Year (FY) 2020-21, the Subject Territory generated \$537,374 in current year secured property taxes for fire services.

(b) The Parties acknowledge and agree that the special taxes levied by the Wilmar Community Facilities District #4 (CFD #4), whose boundaries are conterminous with the boundaries of the territory served by the Wilmar Volunteer Fire Company within the Subject Territory, shall be transferred to the District, subject to applicable state law. For FY 2020-21, CFD #4 generated approximately \$124,271 in special taxes. The Parties further acknowledge and agree that all authority over CFD #4 shall be transferred to the District as of the Effective Date.

(d) [INTENTIONALLY OMITTED.]

(c) The Parties acknowledge and agree that any fixed assets of the annexed territory shall remain with the annexed territory and not revert back to the County.

4. Transfer of Property Taxes in Interim Period. The ACTTC shall allocate to the District the prorated property tax revenues of the Subject Territory currently allocated to CSA-40 as set forth in Section 3(a) for the period between the Effective Date and the date the District first receives a direct allocation of property taxes from the Subject Territory in accordance with state law.

5. Annual Revenue Sharing Payment.

(a) The County agrees to make an annual payment to District as supplemental funding in an amount equal to \$3,862,626.00, as annually adjusted, which payment shall continue in perpetuity subject to the provisions of this Agreement ("Revenue Sharing Payment"). 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. The amount of the initial Revenue Sharing Payment will be \$3,862,626.00 plus any annual CPI adjustment accrued between the Date of Execution of the Agreement and the Effective Date of the Agreement. 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 B attached hereto provides an illustrative example of how the parties intend this provision to be applied.

(d) The County's obligations to make the annual Revenue Sharing Payment under this Agreement shall only take effect upon the County's receipt of the recorded Certificate of Completion filed by Sonoma LAFCO on the Reorganization and the Subject Territory has been annexed into District.

(e) The Parties acknowledge and agree that this Revenue Sharing Agreement is the only supplemental funding to be provided by the County for the Reorganization, 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 as a result of the Reorganization, District would seek additional revenue via a future tax measure or other revenue raising mechanism.

6. Local Debt Limit. Should a court determine that the payments under Sections 3 or 4 constitute County-issued debt made in violation of California Constitution Article XVI, section 18, then the Parties agree that such payments are made in satisfaction of their obligations under Revenue and Taxation Code Section 99. The payments will remain as annual lump sum payments made separately from the ACTTC's AB 8 allocation process.

7. Accounting. 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.

8. Termination.

(a) District Reorganization. This Agreement is contingent upon the final Reorganization. In the event the Parties do not submit a Concurrent Resolution jointly requesting Sonoma LAFCO to approve the proposed reorganization and annexation of the Subject Territory and District within 60 days following the execution of this agreement, or the Application for Reorganization with the District is denied by Sonoma LAFCO, or the Application for Reorganization does not occur within 120 days following the Sonoma LAFCO completion of a Municipal Services Review and adoption of a Sphere of Influence Amendment, the Parties agree

that this Agreement shall be null and void and no transfers of revenues will occur without a new agreement to do so.

(b) 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.

(c) 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, including but not limited to the Government Code and Revenue and Taxation Code, which negate or frustrate the fundamental tenets of this Agreement, the parties may discuss a termination or amendment of this Agreement.

(d) Termination of Enhanced Services Payment. The Parties acknowledge and agree that County's obligation to make the Enhanced Services Payment provided by County to District pursuant to that certain "Agreement by and between Gold Ridge Fire Protection District and the County of Sonoma for the Purposes of Providing Enhanced Services Funding for 2.0 Staffing dated May 14, 2019, as subsequently amended by that certain First Amendment dated June 8, 2021 (collectively, the "Enhanced Services Payment Agreement") shall terminate immediately upon the final Reorganization, and such termination shall satisfy the requirement to renegotiate the terms of the Enhanced Services Payment Agreement set forth in Paragraph 2.1 thereof. Notwithstanding the foregoing, the termination of the Enhanced Services Payment Agreement shall only apply prospectively, and District shall not be required to refund any portion of the Enhanced Services Payment made by County prior to its termination.

9. 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.

10. Modification/Amendment. This Agreement may be modified or amended only by a writing duly authorized and executed by the parties to this Agreement Except as expressly provided by this Agreement, none of the revenue provisions set forth in this Agreement may be modified except by a subsequent written instrument signed by all Parties hereto, or their respective successors in interest, and approved by formal action of Sonoma LAFCO. Notwithstanding the foregoing, the Parties acknowledge and agree that the mapping boundaries of the Subject Territory may need to be modified to effectuate the intent of this agreement after execution, which only needs to be acknowledged in writing by representatives of the Parties, but must still be approved by Sonoma LAFCO.

11. Enforcement. The 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.

12. 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 the District and the County as to the subject matter of this Agreement.

13. 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

Gold Ridge Fire Protection District
4500 Hessel Rd,
Sebastopol, CA 95472

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.

14. 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.

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.

GOLD RIDGE FIRE PROTECTION DISTRICT:

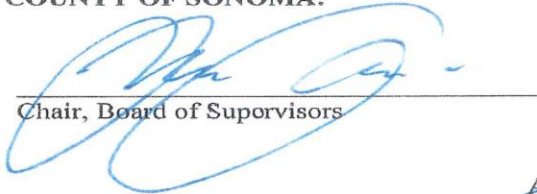


President, Board of Directors

1-13-22

Date



COUNTY OF SONOMA:



Chair, Board of Supervisors

1-28-2022

Date

ATTEST: 
 Deputy Clerk of the Board of Supervisors 1-28-2022

Date

APPROVED AS TO FORM:

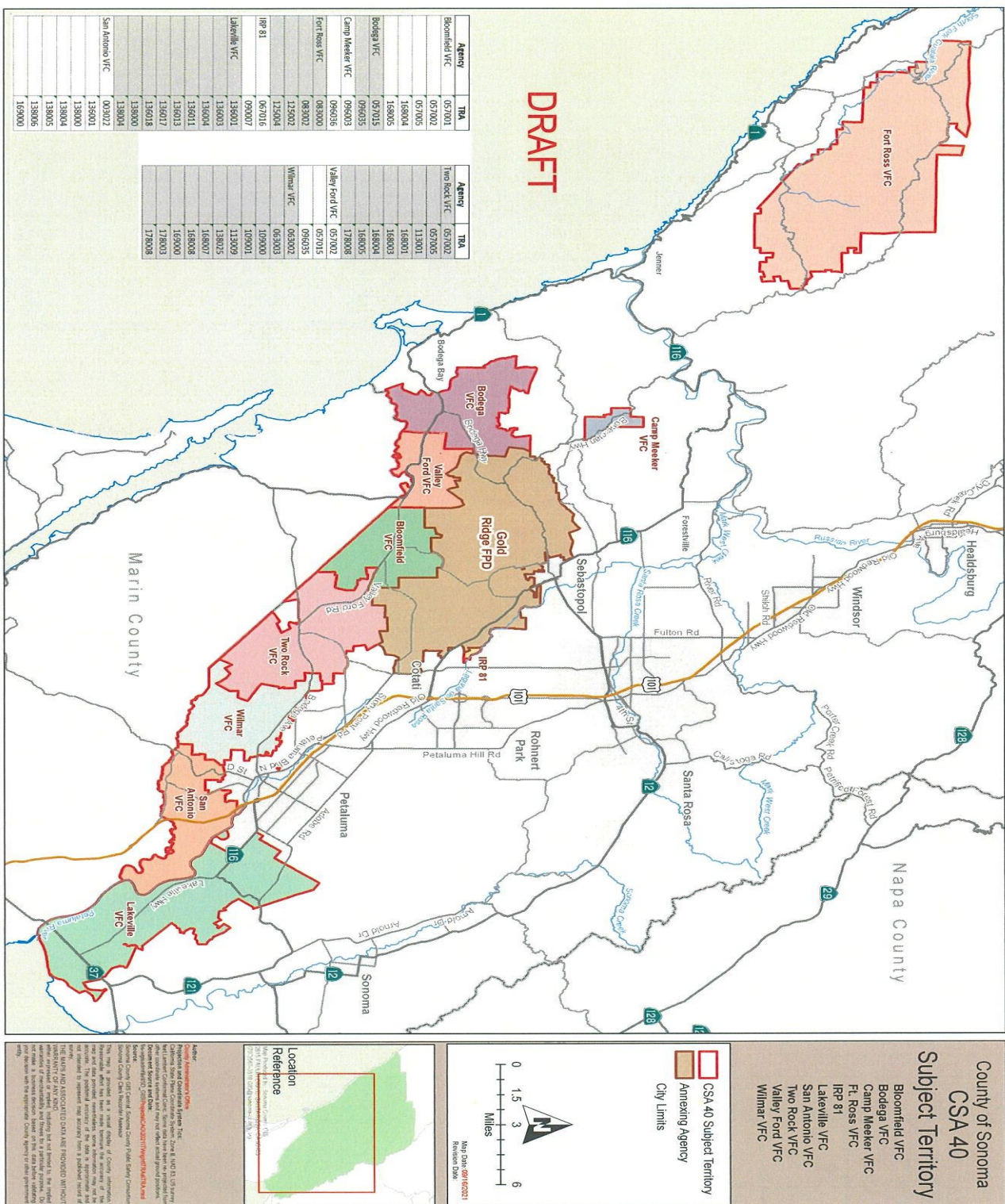


General Counsel for Districts Date

APPROVED AS TO FORM



Deputy County Counsel for COUNTY Date



Agency	TMA
Bloomfield VFC	057001
	057002
	057005
	168004
	168005
Bodiegn VFC	057015
	056035
Camp Meeker VFC	056003
	056036
Fort Ross VFC	083000
	083002
	125002
	125004
IRP 81	067016
	090007
Lakeville VFC	136001
	136003
	136004
	136011
	136013
	136017
	136018
	138000
	138004
San Antonio VFC	002022
	139001
	139000
	139004
	139005
	139006
	169000

Agency	TMA
Two Rock VFC	057002
	057005
	133001
	168001
	168003
	168004
	168005
	168007
	178008
Valley Ford VFC	057002
	057015
	056035
Wilmar VFC	063002
	063003
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	138003
	168007
	168008
	169000
	178003
	178008

Exhibit B CPI Adjustment Example

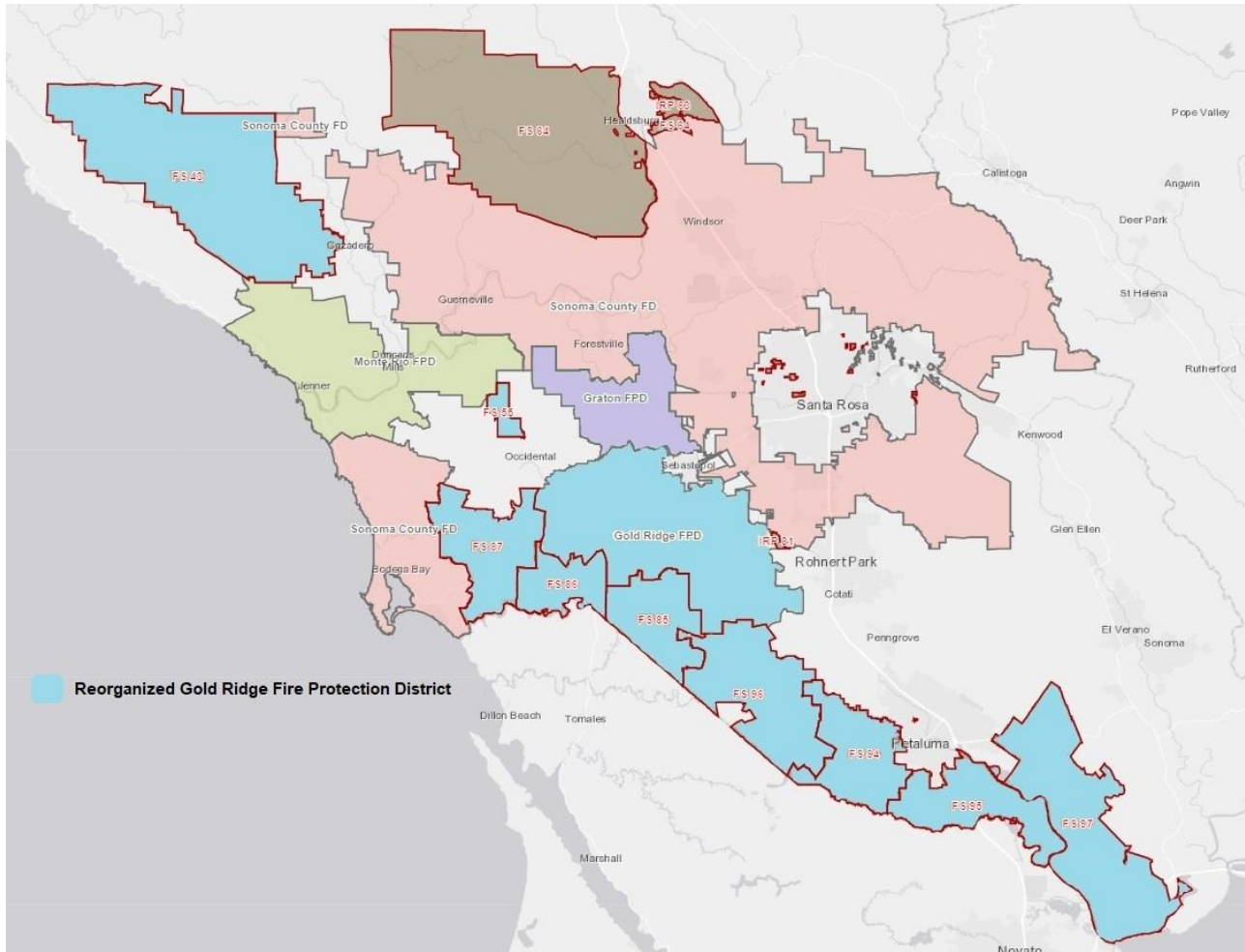
Year	Property Tax Change	CPI Change %	Agreement Adjustment %*
Year 2	Positive	3.0%	3.0%
Year 3	Positive	2.0%	2.0%
Year 4	Positive	3.0%	3.0%
Year 5	Positive	3.0%	3.0%
Year 6	Negative	1.0%	0.0%
Year 7**	Positive	2.0%	2.0%
Year 8	Positive	3.0%	3.0%
Year 9	Positive	3.0%	3.0%
Year 10	Positive	3.0%	3.0%
Year 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 20	Positive	3.0%	3.0%

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.

MAP OF REORGANIZED DISTRICT BOUNDARDARIES



History of the Consolidating Agencies

Gold Ridge Fire Protection District

The Gold Ridge Fire Protection District (“Gold Ridge” or the “District”) serves 75 square miles of territory including the unincorporated region generally west, south, and southeast of Sebastopol. The District was formed as a consolidation of the Hessel and Twin Hills Fire Protection Districts in 1993. Gold Ridge serves a population of about 23,000 residents within district boundaries. Gold Ridge shares borders with ten other fire and emergency services agencies. These include County Service Area 40 – Fire Services territory served by four Volunteer Fire Companies (Bodega, Valley Ford, Bloomfield, and Two Rock); two cities (Sebastopol and a sliver of Santa Rosa); and four Districts (Occidental Community Services District, Graton Fire Protection District, Sonoma County Fire District, and Rancho Adobe Fire Protection District). Territory served by the District is primarily rural residential and agricultural, with very limited commercial activity. The District does include sections of Highway 116 and Bodega Highway, as well as portions of many east/west rural roads.

Gold Ridge is a combination Fire District consisting of 14 full-time firefighters, 3 battalion chiefs, a fire chief, 3 administrators and approximately 50 volunteers. The full-time fire suppression staff at Gold Ridge works a 48 hour on-duty, 96 hour off-duty schedule covering three rotating shifts.

Gold Ridge volunteers contribute to the organization in several important ways. They are available for response whenever needed, fill stipend daytime and sleeper shifts, staff engine companies during large wildland fire response, and provide station coverage. Gold Ridge volunteers are comprised of district residents and out of district members.

The District recruits interns from the Santa Rosa Junior College who make a year-long commitment to the organization. After their year-long internship, they have the option to become volunteers. Additionally, Gold Ridge has an Explorer Post which provides a pathway for new volunteers.

Gold Ridge operates two staffed stations, the headquarters on Hessel Road and the Twin Hills station on Watertrough Road. The District also has a small station in Freestone that houses an engine and water tender, and is staffed by on-call local volunteers.

Gold Ridge has been in contract with the County of Sonoma to provide Administrative and Operational Management of North Bay Fire since 2019. This contract for service ends June 2023.

North Bay Fire

Consolidation of the County's numerous Volunteer Fire Companies ("VFCs") has been recommended by numerous County-wide studies conducted since the 1980's. Until approximately 2016, the County provided fire and emergency services for a significant portion of the incorporated area through Fire Services Agreement with the VFCs. Over the past seven years, there has been a series of consolidations of VFCs into reorganized and expanded fire districts, including North Sonoma Coast Fire Protection District in 2016; Sonoma County Fire District in 2019; Sonoma Valley Fire District in 2020; and Northern Sonoma County Fire Protection District in 2021. All of these consolidations and reorganizations began with shared services agreements and collaborations between the VFCs and the fire agency they joined through consolidation.

North Bay Fire ("NBF") is a nonprofit organization that was formed in 2018 to provide fire and emergency shared services with the VFCs serving the communities of Knights Valley, Mountain, Mayacamas, Fort Ross, Camp Meeker, Bodega, Valley Ford, Bloomfield, Two Rock, Wilmar, San Antonio, and Lakeville. NBF has several IRP (Integrated Response Areas) for which it maintains agreements with neighboring districts for emergency response in the Geysers, Fitch Mountain, Sotoyome, Sweet Water Springs, and unincorporated Santa Rosa.

NBF was formed as an umbrella organization with the mandate to ultimately consolidate its service area into one or more fire districts. Prior to the formation of NBF, the County maintained a separate Fire Services Agreement MOU with each VFC, identifying them as individual departments. Early on, Mountain VFC was consolidated into Sonoma County Fire District; and shortly following, Knights Valley VFC became part of Northern Sonoma County Fire Protection District, and Mayacamas VFC was annexed to the Sonoma Valley Fire District. Additionally, San Antonio VFC was integrated into Wilmar VFC, and Bloomfield VFC was integrated into Two Rock VFC.. These VFCs have a long history of providing the best community-based fire protection they could with little resources. This reorganization of GRFPD to consolidate the remaining VFCs is the final step in this multiyear County-wide process.

NBF provides “all-risk” emergency services to their communities across an area of roughly 178 square miles, responding to all types of emergency and non-emergency incidents including, but not limited to, medical emergencies, structure/vehicle/wildland fires, vehicle accidents, water emergencies, rescue, and hazardous material incidents. NBF station 97 (Lakeville) provides maritime response to the Petaluma River, San Pablo Bay, and The Greater Bay Area. The maritime program is an important service and has been recognized for its level of excellence.



Today, NBF is a single organization with seven response areas consisting of Fort Ross, Camp Meeker, Bodega, Valley Ford, Two Rock, Wilmar, and Lakeville administered, supported and operationally overseen by the GRFPD command staff. This ongoing successful shared services relationship over the past four years has prepared both Gold Ridge and NBF for this next step of consolidation.

Plan and Description of Services

Description of Current Services

Since 2019, NBF has contracted with Gold Ridge to manage all aspects of fire department operations including but not limited to training, volunteer recruitment and retention, facility maintenance, equipment maintenance, equipment purchasing, budgeting, and contract agreements. Gold Ridge provides two full-time Firefighters, a part-time Volunteer Coordinator, a part-time Administrative Assistant, a Battalion Chief, and a Fire Chief as part of the County-funded contractual agreement with NBF.

Response Time

Gold Ridge responds to an average of 1,200 calls per year and maintains a response time that is better than the NFPA standard.

NBF response times vary by response area and are dependent upon the size of the response area and availability of Volunteers. Over the past three years, NBF has reduced the response times with the implementation of a Stipend program and two 40-hour employees provided to NBF through contract with Gold Ridge. Response times for NBF now exceed NFPA standards. The service to the CSA 40 territories has dramatically improved over the past three years that GRFPD has managed the VFCs through NBF, including reduction of response times throughout the CSA 40 area by at least 2 minutes.

Improved response time, fiscal efficiency, diverse volunteer opportunities, and collaboration have strengthened NBF. The communities served by NBF have a better fire service since the inception of NBF and the contractual relationship with the Gold Ridge.

Response Time Statistics NBF

Year	Average Response Times (Dispatched to "Arrived On Scene")
2019	10 minutes 10 seconds
2020	8minutes 50 seconds
2021	8 minutes 3 seconds

Response Time Statistics Gold Ridge Fire

Year	Average Response Times (Dispatched to "Arrived On Scene")
2019	6 minutes 57 seconds
2020	6 minutes 56 seconds
2021	6 minutes 49 seconds

Consolidation - Plan for Services

The reorganized District will continue to improve the level of service offered to the communities currently served by NBF. After reorganization, several services will be added District-wide including additional staffing, a dedicated training bureau, fire prevention, community education, and fire investigation. The implementation of additional services will be phased in as the revenue becomes available, and after facilities are improved to house additional staffing.

Gold Ridge and NBF both have active Volunteer Firefighter programs with a combined 200 members. The Volunteers provide primary response in most of the NBF territories. The Volunteers also provide surge capacity during widespread disasters to their primary response areas as well as County and Statewide. A continued investment in recruitment and retention of volunteers will be necessary. The continued recruitment and retention of volunteers has improved with the dedicated Volunteer Coordinator position

An Amador contract is in place with CAL FIRE to provide response from the CAL FIRE Petaluma Station. This contract is renewed on an annual basis. The Amador engine provides supplemental response to the Wilmar, Lakeville, San Antonio, and Two Rock response areas. After reorganization, additional staffing will be housed at the Wilmar Station to serve the communities of Wilmar, Lakeville, San Antonio, and Two Rock. This would ultimately replace the current Amador contract.

The expansion of stipend shifts to all stations will continue to decrease response times and add capacity for other fire department functions, such as facility and equipment maintenance, fire prevention education, and community outreach. The use of stipends shift coverage during planned, as well as unexpected events will also provide additional protection to these communities.

A dedicated Training Division will be established to ensure required training standards are met throughout the district. The training officers would be response personnel who would augment the daily response in the role of Safety Officer and Incident Commander. Fire prevention and community outreach will be improved through the implementation of a Fire Prevention Captain and a Fire Investigator will be available 24/7/365. Currently, GRFPD maintains Fire Investigation coverage throughout the Fire District, and, after reorganization, the additional territory and call volume would not surpass the capabilities of our fire investigation staff.

APPARATUS REPLACEMENT PLAN

The Gold Ridge Fire Protection District follows an apparatus replacement policy which incorporates purchasing new apparatus on a 10,15, 20, and 25 year timeline, depending on the type of vehicle. Upon completion of specifications. bids are solicited from five vendors. Bids are reviewed for best value, lowest price, whether specifications have been met, and acceptability of exceptions and substitutions.

We have utilized lease-purchasing funds amortized over a ten-year period. Occasionally a down payment has been put up to pre-pay a chassis, but in recent years, due to 9-12 month build times, the pre-payment savings are not substantial enough to warrant this. Rather, we more often pay down or pay off the balance on the note with surplus revenue.

Fire apparatus are replaced as follows:

Command Vehicles- 10 years. Battalion Chief's unit runs 3-4 years front-line, then is moved into utility use for the balance.

Type 1 Engine- 20 years. No reserves.

Type 3 Engine- 20 years. One reserve, so most reliable unit retired from front-line is moved into reserve capacity.

Type 6 Engine- 15 years. No reserves.

Water Tender- 25 years. No reserves.

Disposal of surplus apparatus depends on the unit's reliability. A reliable unit is offered for sale to other fire agencies. Apparatus with known reliability issues are sold through auction.

Gold Ridge along with NBF has an apparatus replacement committee who has developed a plan to bring all apparatus within the above replacement policy. The committee has also identified excess apparatus and has already reduced the fleet.

Funding the replacement of apparatus will be much easier once consolidation is completed. The County has purchased new apparatus for North Bay Fire but is unwilling to use lease purchasing as a funding mechanism.

LAFCO Fire and EMS Agency Sphere of Influence Amendment Criteria

The requested GRFPD Sphere of Influence amendment shown in the map on page 17 includes not only GRFPD and the CSA-40 VFCs of North Bay Fire, but also the Monte Rio Fire Protection District (MRFPD), at the written request of MRFPD. However, although included in the amended Sphere of Influence, MRFPD is not included in the GRFPD's consolidation and reorganization application at this time.

Because Sphere of Influence criteria are distinct from the reorganization application, as approved by LAFCO in September 2019 LAFCO, the following six criteria specifically address Sphere of Influence amendments for fire and emergency medical services agencies. :

1. Operational Fit – Does the proposed SOI make sense from an operational perspective?

Yes. For the past three years, GRFPD has successfully exercised operational command, control, training, and support of the CSA 40 VFCs of North Bay Fire. The ultimate enhancements and efficiencies of MRFPD in any future reorganization application need to be identified if, and when, such an application concerning MRFPD is submitted to LAFCO.

2. Financial Sustainability – Will a future reorganization offer opportunities to increase revenues or decrease costs?

Yes, including at page 6 of this application is the January 2022 revenue sharing agreement between GRFPD and the County of Sonoma for sustainable funding for the CSA 40 territory and VFCs. An updated financial analysis regarding MRFPD in any future reorganization application will be needed if, and when, such an application concerning MRFPD is submitted to LAFCO.

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3. Advanced Life Support / Ambulance Service Territory – Is the SOI amendment consistent with existing ambulance service territories, if applicable?

Currently, GRFPD is largely in EOA-1 and does not pay public provider agencies for ALS emergency ambulance service. As documented by the public comment at the LAFCO workshop on October 5, 2022 by the Chiefs of all adjacent fire agencies which provide ALS ambulance services, GRFPD and these agencies are negotiating shared services/staffing and other operational coordination, which will not require payments by GRFPD.

4. Agency Request/Preference – Do the subject agencies support the sphere amendment, with

the understanding that it predicts eventual reorganizations?

Yes, all participating agencies support the sphere amendment.

5. Elimination of CSA 40 Territory – Does the sphere amendment address remaining CSA 40 and IRP territory in the region?

Yes, this sphere amendment and reorganization will include all remaining CSA 40 VFCs in the County.

6. Preservation of Further Consolidation Opportunities – does the sphere amendment preclude other options for future reorganizations?

This sphere amendment does not preclude further consolidations by other fire agencies. The spheres of influence for other fire agencies in the northwest and south eastern regions of the County or the lower Russian River area could be revised to address options for future reorganizations.

Schedule for Providing Services in the Reorganized Territory

Based on consultations with Sonoma County LAFCO staff and the County of Sonoma, with a submittal date in November 2022, LAFCO could move through the application review, consideration, and approval process, including any protest proceedings, to complete approval of this application by the regular LAFCO meeting on May 3, 2023. For the past four years, the CSA-40 fire agencies, through North Bay Fire, have been integrated in policy, procedure, and implementation training, as well as cross training personnel and developing operational deployment policies. Based on this ongoing coordination and timeline, the consolidation of the CSA-40 territory and fire agencies into the reorganized Gold Ridge Fire Protection District would be completed not later than June 30, 2023, for a “go live” date of July 1, 2023.

Facilities Status

A brief overview of the facilities throughout NBF illustrates the various ownership, condition, and capabilities of each structure. GRFPD will have confirmed ownership transfer or long-term lease agreements by the hearing on the merits of this application. Over the past three years that GRFPD has managed the CSA-40 VFCs of NBF, the facilities and equipment have been evaluated and many improvements have been made to both the fleet and facilities. For example, many of the bigger purchases have been made to set the annexing agency up for success, including SCBA's, turnouts, generators, exhaust removal systems, 2 type 3 engines, 1 medium Rescue, 3 light fleet pick up trucks, and radios. While there are needed repairs, upgrades, and potential relocation or elimination of facilities, a comprehensive District-wide Standards of Coverage study will be conducted within two years of reorganization to guide those decisions.

Lakeville Station - 5090 Lakeville Highway



Lakeville Apparatus Storage-5022 Lakeville Hwy



Year Built: 2015

Square Footage: 2958

Apparatus: One Type 1 Engine, 2 Type 3 Engines, one UTV, 2 Utility Vehicles, and 3 Boats

Sleeping Quarters: Yes, can sleep 4

Ownership: Craig Jacobsen

Recently improved concrete slab.

Additional garage space is necessary in the future to house water rescue assets.

Wilmar Station - 3825 Bodega Ave. (Station 94)



Year Built: 1973

Square Footage: 5760

Apparatus: One Type 1 Engine, 2 Type 3 Engines, one tactical water tender, one Type 6 Engine,
one logistics pickup, one utility pickup, one chief's pickup

Sleeping Quarters: Yes, can sleep 2

Ownership: Building owned by Wilmar Fire, Inc.; current ground lease with adjacent
Wilson School, being renewed for 10 years

Future needs:

New mezzanine in the apparatus bay

Updated sleeping quarters to accommodate 3 people

Remodel and update kitchen Leased

Houses 4 apparatus, office space, training room and sleeping quarters.

Logistics Warehouse - 1290 Bodega Ave. Suite B

Leased by NBF

Two Rock Apparatus Storage - 7599 Valley Ford Rd. (Station 96)



Year Built: 2020

Square Footage: 5400

Apparatus: One Type 6 Engine, one Water Tender, one utility vehicle

Sleeping Quarters: None

Ownership: Two Rock Fire Department, Inc.

Two Rock Social Hall - 7618 Valley Ford Rd.



Year Built: 1932

Square Footage: 2200

Sleeping Quarters: Yes

Ownership: Two Rock Fire Department, Inc.

Valley Ford Station - 14445 Hwy 1 (Station 86)



Year Built: 2003

Square Footage: 3450

Apparatus: One Type 6 Engine, one Water Tender, one utility vehicle

Sleeping Quarters: None at present; design in progress submitted for County review

Will result about 1250 square feet: 3 bedrooms, office, kitchen, meeting lounge, mezzanine storage areas.

Owned by Valley Ford Volunteer Fire Department, Inc.

Bodega Station - 17240 Bodega Hwy (Station 87)



Year Built: 2013

Square Footage: 4568

Apparatus: One Type 1 Engine, one Type 3 Engine, one Water Tender, one utility vehicle

Sleeping Quarters: Yes

Ownership: Bodega Volunteer Fire, Inc.

Bodega Post Office - 17208 Bodega Hwy

Revenue source for the Bodega Volunteer Firefighters Association leased to the Federal Government Post Office.

Bodega - McCaughey Hall - 17184 Bodega Hwy

Houses a utility truck, is a community gathering point and meeting hall.

Camp Meeker Station - 5240 Bohemian Hwy (Station 55)



Year Built: 1976

Square Footage: 1500

Apparatus: Two Type 1 Engine, one Type 6 Engine, one utility pickup

Sleeping Quarters: None

Ownership: Camp Meeker Park and Recreation District

Improvements to the apparatus bay will be necessary to make overhead space to fit modern fire apparatus.

Fort Ross Response Area

Due to the rural nature and rough terrain, there are fire apparatus strategically spread throughout the area in order to reduce response times and increase the likelihood of staffing.

Fort Ross Station 1 - 24110 Fort Ross Rd.



Year Built: 1987

Square Footage: 980

Apparatus: One rescue vehicle and one Type 3 Engine

Sleeping Quarters: None

Ownership: James McCrumb

Fort Ross Station 2 - 20775 Fort Ross Rd.

Year Built: 1980

Square Footage: 1200

Apparatus: One Type 3 Engine

Sleeping Quarters: None

Ownership: Navarro Ranch Association

Fort Ross Station 3 - 30908 Bohan Dillon Rd.

Year Built: 1989

Square Footage: 700

Apparatus: One rescue vehicle and one Type 3 Engine

Sleeping Quarters: None

Ownership: Boar's View Vineyard

Fort Ross Station 4 - 23125 Fort Ross Rd. (Station 43)



Year Built: 1964

Square Footage: 2500

Apparatus: One Type 6 Engine and one Water Tender

Sleeping Quarters: None

Ownership: Padmasambhava Peace Institute

Future Facility Needs:

Station 1 – one exterior wall still needs siding, bay door needs replacement, solar power upgrades,
Interior wall needed plumbing and finishing

Station 2 – Exterior siding, bay doors need repair, wall alignment, PG&E power backup

Station 3 – Siding repair, bay door height increase, solar power upgrades, diesel fuel tank

Station 4 – Bay door repair, hydrant repair

Current Financial Position and Five-Year Projection

Budget and Background

The Gold Ridge Fire Protection District seven-member elected board passes a balanced budget each fiscal year. The District's current operating budget for FY 2022-23 is \$5,078,269. Property tax revenue accounts for 63% of total revenue, approximately 26% is composed of intergovernmental revenue, i.e. county contracts for services, and the remaining 11% is made up of rental income. Salaries and employee benefits make up 62% of the expenditures, approximately 14% is dedicated to operating supplies and services, 6% is made up of building and equipment assets and loans, and 18% is set aside for contingencies. It is a fundamental goal of the District to provide the highest level of service to our residents, using state of the art equipment, while maintaining a high level of fiscal responsibility. Currently NBF operates within its own budget which is managed and administered by Gold Ridge. The three year partnership between Gold Ridge and NBF has already proven effective with improved response times because of increased operational and financial efficiencies.

Summary of Gold Ridge Fire Protection District Tax Revenue Sources

Gold Ridge Fire Protection District's tax revenue is generated from three voter-approved taxes. The 1997 tax approved in District Ordinance 96-97-1 is a unit of risk assessment at \$5.00 per unit of risk. A typical residential home is 4 units of risk equaling a total charge of \$20.00. The 2008 tax approved in District Ordinance 08-09-1-R is a simple tax applied to improved parcels at the rate of \$45.00/parcel. Finally, the 2018 tax approved in District Ordinance 2019/20-1 is a special tax that is applied the following way:

USE CODE SUMMARY GROUP	RATE PER APN	RATE PER ADDITIONAL UNIT	CHARGE BASE
Residential	\$200.00	\$100.00	Residence
Commercial	\$300.00	\$0.14	Sq Ft
Other Parcels	\$100.00	N/A	Parcel

Currently, these three taxes combined when applied to a typical residential home generates \$265 annually. However, District Ordinance 2019/20-1 has an inflation adjustment which is applied each year and can be levied at a higher rate.

Revenue Sharing Agreement

In January of 2022 Gold Ridge Fire Protection District entered a Property Tax Allocation and Revenue Sharing Agreement with the County of Sonoma for the reorganization of the North Bay Fire territories located within CSA40. The revenue sharing payment will generate approximately \$4M which includes an annual CPI adjustment. The NBF territories will generate approximately \$537K of additional tax revenue. Annexation would allow Gold Ridge to apply its tax rate over these areas resulting in approximately \$600K of additional revenue. Combined, this revenue will total approximately \$5.1M.

Financial Projection with Applied Gold Ridge Fire Protection Tax Rates

Fiscal Year	Existing GR Property Tax and Special Tax Rev	Property Tax Revenue from Annexed Terr.	Special Tax Revenue from Annexed Terr.	Supplemental Funding from County Agreement	Totals
2022-23	3,270,538			1,275,000	4,545,538
2023-24	3,323,351	537,374	600,000	4,024,856	8,485,581
2024-25	3,377,749	553,495	600,000	4,105,353	8,636,597
2025-26	3,433,780	570,100	600,000	4,187,460	8,791,340
2026-27	3,491,491	587,203	600,000	4,271,209	8,949,903
2027-28	3,550,933	604,819	600,000	4,356,634	9,112,386

Gold Ridge Fire Protection District 5 year Financial Projection of Consolidated Fire District						
	2022-23 Preliminary	2023-24 Year 1	2024-25 Year 2	2025-26 Year 3	2026-27 Year 4	2027-28 Year 5
Total 10 · Tax Rev	3,270,538	4,460,725	4,531,245	4,603,880	4,678,694	4,755,752
Total 17 · Use of Money/Property	27,506	27,506	27,506	27,506	27,506	27,507
Total 20 · Intergovernmental Revenues	1,310,100	4,064,956	4,145,453	4,227,560	4,311,309	4,396,734
Total 30 · Charges for Services	560	560	560	560	560	560
Total 40 · Miscellaneous Revenues	20,840	20,840	20,840	20,840	20,840	20,840
Total Revenue	4,629,544	8,574,587	8,725,604	8,880,346	9,038,909	9,201,393
Total 50 · Salaries/Emp Benefits	3,380,000	6,002,211	6,107,923	6,216,242	6,327,237	6,440,975
Total 60 · Services/Supplies	711,044	1,028,950	1,047,072	1,065,642	1,084,669	1,104,167
Total 75 · LT Debt	60,000	200,000	200,000	200,000	200,000	200,000
Total 85 · Assets	478,500	200,000	200,000	200,000	200,000	200,000
Grand Total Expenditures	4,629,544	7,431,161	7,554,995	7,681,884	7,811,906	7,945,142
Operating Surplus/Deficit	-	1,143,426	1,170,609	1,198,462	1,227,004	1,256,251

Financial Benefits & Opportunities of Consolidation

- Cost reductions from shared Management, Fire Prevention and Administrative positions.
- Combining fleet into one available pool will reduce the need to purchase certain vehicles.
- Better positioned as a larger agency when competing for grants or when seeking a new parcel tax.
- Increased purchasing power through volume purchases, competitive bid processes, and standardization of vendors.
- Administrative, indirect, and operative cost savings.
- Service improvement will include enhanced community risk reduction services, community outreach services, dedicated training officer, enhanced disaster preparedness and response, depth of operational resources, enhanced command and control of major incidents.

Appropriations Limit for the reorganized Gold Ridge Fire Protection District

As agreed by the County and District in the Concurrent Resolution and Revenue Sharing Agreement, LAFCO is requested to establish the initial appropriations limit for the reorganized Gold Ridge Fire Protection District based on the total of the combined existing appropriations limits of GRFPD, and CSA-40 areas, as well as the anticipated increased tax collections projected from the extension of GRFPD's special tax throughout the reorganized Gold Ridge Fire Protection District. Accordingly, based on the five-year financial projection above, it is requested that the initial appropriations limit for the reorganized Gold Ridge Fire Protection District be established at \$15 million plus, to provide long-term flexibility.

Identification of Existing Fire Service Providers Affected by Reorganization

As set forth in the Concurrent Resolution effective January 25, 2022 and included in this application; the reorganization includes the consolidation of the County Service Area 40 territory and fire agencies into the Gold Ridge Fire Protection District.

There are also Cal Fire manned and seasonal stations in the area.

Any existing automatic and mutual aid agreements with neighboring cities and fire districts will remain in place. An improved level of service will be achieved by consolidation and be realized by neighboring cities and fire districts.

Proposal for the Structure of the Board of Directors

The Gold Ridge Fire Protection District Board of Directors is comprised of seven Directors elected to four-year terms of office. The formation of the Board of Directors is pursuant to the provisions of the California Health and Safety Code section 13842 and Government Code section 56886(n). The seven member Board of Directors will continue after reorganization of Gold Ridge Fire Protection District.

The terms of three Directors expire in December of 2024. A District wide election will be held at the General Election in November 2024.

Impacts of Reorganization on Current Employees and Volunteers

Gold Ridge Fire Protection District is a combination Fire District consisting of 14 full-time firefighters, 3 battalion chiefs, a fire chief, 3 administrators and approximately 50 volunteers. The full-time fire suppression staff at Gold Ridge are represented by Local 1401 of the International Association of Fire Fighters, and work a 48 hour on-duty, 96 hour off-duty schedule covering three rotating shifts. Daily staffing model of a 2-person engine company with volunteer stipends to achieve a 3-person engine company better than 90 percent of the time.

Gold Ridge Fire Protection District provides two 40-hour firefighters to North Bay Fire, these 2 employees have primary duties of materials handler and data specialist, they also provide response when available. There is an opportunity to use these employees to staff an additional engine within the reorganized district.

Gold Ridge and North Bay Fire have been working together for the past three years. This has proven to be a winning arrangement with reduced response times and operational efficiencies. Once additional funding becomes available, there are plans to staff another station in the reorganized response area following the District's current staffing model. Consolidation will create more employment and volunteer opportunities. Training Captains and a Deputy Chief, addition of more stipend opportunities, and specialized regional response programs will all be beneficial to current and future members.

AT-COST FEE AGREEMENT

This Agreement is entered into by and between GOLD RIDGE FIRE PROTECTION DISTRICT ("Applicant"), and the Sonoma Local Agency Formation Commission ("LAFCO").

RECITALS

WHEREAS, Applicant has filed an application ("the Application") with LAFCO for the following proposal ("the Proposal"):

- Proposal Location: The boundary of the territory of the reorganized District will combine the existing territories of the Gold Ridge Fire Protection and County of Sonoma CSA-40 territory and fire agencies in the southwest portion of Sonoma County, as identified in the map provided at page 14 of application for reorganization.
- Proposal Description: Gold Ridge Fire Protection District Reorganization 2022-01; as provided in Concurrent Resolution County of Sonoma 22-0031 and Gold Ridge Fire Protection District 21/22-02, effective January 25, 2022; consisting of the detachment of unincorporated areas of Sonoma County CSA-40 and consolidation of the detached territory of the detached territory into the reorganized Gold Ridge Fire Protection District.

WHEREAS, LAFCO has established and approved a fee schedule whereby the costs for the processing of applications for certain types of proposals ("at-cost proposals") are to be borne by the applicant, including all costs of staff time, professional and technical consultant services, legal services, and all other direct and indirect costs determined necessary by LAFCO for the processing of such applications.

WHEREAS, LAFCO's processing of applications for at-cost proposals includes, but is not limited to: verification that the application is complete; review of relevant policies; analysis of the application by the Executive Officer for conformance with standards and identification of issues; development of recommendations; coordination with the applicant and/or the applicant's representatives; preparation or review of environmental review documentation, determinations, and notices; public hearing noticing, posting of information, and response to public inquiries regarding the application; preparation of staff reports, presentation graphics, resolutions, and accompanying exhibits; presentations before LAFCO; and post-approval recording with the county recorder and post-approval filings with the State Board of Equalization, county assessor, and county auditor-controller.

WHEREAS, LAFCO requires applications for at-cost proposals to be accompanied by an initial deposit, to be paid when the application is submitted.

WHEREAS, the Executive Officer has determined that the Proposal is an at-cost proposal.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants contained herein, the parties hereto agree as follows:

1. Payment of Costs.

Applicant hereby agrees to pay all costs incurred or associated with the processing of the Application, including, but not limited to:

- a. All staff hours for reviewing files, conducting research and analysis, evaluating relevant policies and statutory requirements, and consultation with legal counsel and other agencies.
- b. All staff hours for coordination with Applicant and/or Applicant's representatives, and in responding to public inquiries.

- c. All staff hours for preparation of staff reports and presentation graphics; preparation or review of environmental documents, determinations, and notices; making presentations, attending meetings and public hearings before LAFCO; preparing resolutions and conditions of approval; and post approval filing and processing.
- d. Any consultant costs or technical assistance associated with conducting peer reviews of technical reports submitted by Applicant or in obtaining any studies that may be required and contracted for by LAFCO in connection with processing the Application.
- e. Any consultant costs required for preparation of environmental documents that may be required. All costs of post-approval recording with the county recorder and post- approval filings with the State Board of Equalization, county assessor, and county auditor-controller.
- f. All costs of legal review and consultation in connection with the processing of the Application and preparation of related environmental documents.
- g. Applicant shall be solely liable for payment of all costs of processing the Application, including, but not limited to, those costs referenced herein, even if the Application is withdrawn or denied. In the event that the Application is withdrawn or denied, Applicant agrees to pay all costs incurred for all processing work undertaken to the date of withdrawal or denial, whether or not such work is complete and whether or not the costs have previously been billed.

2. Deposits.

Applicant understands and agrees that the Application will not be accepted for filing without payment of an initial deposit in accordance with LAFCO's approved fee schedule. Applicant further understands and agrees that additional deposits may be required during the course of the processing of the Application, in such amounts and at such times as deemed necessary by the Executive Officer to cover LAFCO's incurred and projected costs of processing the Application. Applicant shall pay all requested additional deposits within 30 days of receipt of a written request from the Executive Officer. All deposits will be placed in LAFCO's processing fees revenue account maintained by the Sonoma County Auditor- Controller.

3. Monthly Status Review.

The Executive Officer shall review the status of the processing of the Application and the deposits on file monthly to determine if additional deposits are required to ensure sufficient funds to complete the processing of the Application. The Executive Officer shall promptly request in writing to Applicant any additional deposits required under this Agreement.

4. Charges Against Deposits.

- a. Only the actual costs incurred in connection with the processing of the Application will be charged against the deposits received from Applicant.

- b. The Executive Officer shall provide Applicant a statement of account approximately every 60 days. The statement of account shall include a listing of all deposits received and a brief description of all charges incurred in connection with the Application during the billing period.
- c. Applicant shall notify the Executive Officer in writing of any error in the statement of account within 30 days after the date of mailing of the statement. Failure to notify the Executive Officer of any error within the 30-day period shall be deemed a waiver of such error. Only the Executive Officer may authorize adjustments to correct invoicing errors. Any decision of the Executive Officer may be appealed to LAFCO.

5. Failure to Make Required Payment or Deposit.

In addition to any other remedy available under this Agreement, Applicant understands and agrees that nonpayment of requested deposits or processing costs billed pursuant to this Agreement may, at the Executive Officer's sole discretion, result in temporary or permanent cessation of processing of the Application and, after a noticed hearing, may result in the denial of the Application. The Executive Officer may, at his or her sole discretion, cease all processing of the Application and withhold scheduling of hearing dates and/or recording and filing of post-approval documentation until all processing costs have been paid in full and all requested deposits made. Applicant understands and agrees that no approval issued in connection with the Application shall become effective or vested until all associated processing costs have been paid in full.

6. Delinquent Accounts.

In addition to any other remedy available under this Agreement, if at any time costs incurred by LAFCO exceed the amount on deposit, the Executive Officer may request an additional deposit from Applicant. Applicant shall pay all amounts owing within 30 days of invoice. If the invoice for the additional deposit and/or any past due amounts is not paid within 30 days, the Executive Officer may notify Applicant in writing that the account is delinquent. The Executive Officer may, at his or her sole discretion, cease all processing of the Application. If not paid within 30 days thereafter, the past due account may be sent to collections.

7. Final Accounting.

- a. If, at any time, Applicant wishes to withdraw the Application, Applicant shall send a written request for withdrawal of the Application to the

Executive Officer. Upon receipt of the letter requesting withdrawal, the Executive Officer shall cease all processing of the Application. Within 90 days of receipt of the letter requesting withdrawal, the Executive Officer shall issue a final statement indicating the charges and balance remaining on deposit through the withdrawal date and shall issue a refund of any unused deposits. Applicant understands and agrees that, in the event of withdrawal of the Application, Applicant will be liable for and will pay all costs incurred for all processing work undertaken on behalf of the Proposal, whether or not such work is complete and whether or not the costs have previously been billed.

- b. In the event that the Application is denied, the Executive Officer shall, within 90 days of denial, issue a final statement indicating the charges and balance remaining on deposit through the denial date and shall issue a refund of any unused deposits. Applicant understands and agrees that, in the event of denial of the Application, Applicant will be liable for and will pay all costs incurred for all processing work undertaken to the date of denial, whether or not such work is complete and whether or not the costs have previously been billed.
- c. In the event that the Application is approved, the Executive Officer shall, within 90 days of final approval, issue a final statement indicating the charges and balance remaining on deposit through the date of final approval and shall issue a refund of any unused deposits.

8. Owner Authorization and Assumption of Obligation.

Applicant hereby represents that he or she either personally owns the subject property or is a duly authorized agent of the owner with full authority to execute this Agreement on behalf of the owner. Applicant agrees to notify the Executive Officer in writing prior to any change in ownership or status of any option agreements and to submit a written request for withdrawal of the Application or provide a written assumption of the obligations under this Agreement signed by the new owner or his or her authorized agent.

9. Applicable Law and Forum.

This Agreement shall be construed and interpreted according to California law. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Sonoma County.

10. Executive Officer.

Wherever used herein, the term Executive Officer, and any pronoun used in place thereof, shall mean and include the Executive Officer of LAFCO and his or her duly authorized representatives.

IN WITNESS WHEREOF, Applicant and LAFCO have executed this Agreement as set forth below.

APPLICANT:

Applicant's Name (Please Print): S H E P L E Y S C H R O T H - C A R Y

Title: FIRE CHIEF, GOLD RIDGE FIRE PROTECTION DISTRICT

Mailing Address: GOLD RIDGE FIRE PROTECTION DISTRICT,
4500 Hessel Rd., Sebastopol, CA 95472

Signature: _____

Date: 11/30/2022

LAFCO:

By: _____ Date: _____
Executive Officer