COUNTY OF MENDOCINO
FUNDING AGREEMENT

This Agreement ("Agreement"), dated as of February 24, 2026, (the "Effective Date"), is by and between the COUNTY OF MENDOCINO, hereinafter referred to as "COUNTY", and the Mendocino County Fire Chiefs Association, a California Non-Profit Corporation, hereinafter referred to as "MCFCA".

WHEREAS, California Government Code section 26227 provides that the Board of Supervisors of any county may appropriate and expend money from the general fund of the county to establish county programs or to fund other programs deemed by the board of supervisors to be necessary to meet the social needs of the population of the county, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons; and

WHEREAS, in March 2020, Mendocino County voters approved Measure D, which imposed a transient occupancy tax on visitors staying in private campgrounds or recreational vehicle parks located in unincorporated areas of the County, and also approved Measure E, a non-binding measure advising the County to allocate the 25% of revenues raised by Measure D to be spent based on the recommendation of the fire chiefs of the recognized fire agencies in Mendocino County; and

WHEREAS, local fire agencies are defined as local government entities or tax exempt 501(c)(3) organizations authorized by California Statutes to provide fire response fire, rescue, and emergency medical services (EMS) public safety services to the general public in Mendocino County. Additionally, these agencies must (1) participate in the Mutual Aid Coordinating System (MACS) and have an assigned MACS ID Agency Designator, and (2) be regularly dispatched by the Emergency 911 dispatch center; and

WHEREAS, MCFCA exists to unite and strengthen the fire services of Mendocino County to protect the public's collective interests; and

WHEREAS, MCFCA promotes efficiency, education, communication and cooperation among fire service providers, members of the fire services and other agencies; and

WHEREAS, MCFCA Members may be any Chief Officer or Assistant Chief Officer of any local fire agency operating within Mendocino County and Members may vote on any voting matters; and

WHEREAS, COUNTY, consistent with the passage and intent of Measure E, has retained 25% of revenues raised by Measure D pending the recommendation of MCFCA on the expenditure of said funds; and

WHEREAS, on January 8, 2025, MCFCA voted unanimously to reconfirm its previous votes to withhold 25% of revenues raised by Measure D during fiscal years 2022-2023, 2023-2024 and

2024-2025 to be disbursed to the MCFCA in accordance with the provisions of Measures D and E.

NOW, THEREFORE, the parties agree as follows:

1. COUNTY agrees to grant MCFCA an amount not to exceed $292,977.75, which is 25% of the fiscal year amount collected through Measure D for Fiscal Years 2022-2023 and 2023-2024. Exhibit A, attached hereto and incorporated herein by this reference, includes a worksheet detailing the Measure D allocations for Fiscal Years 2022-2023 and 2023-2024. This disbursement shall occur at the earliest convenience or within 30 calendar days of the Effective Date of this Agreement unless otherwise agreed to in writing by both parties.

2. COUNTY agrees to grant MCFCA an amount not to exceed $168,723.44, which is 25% of the fiscal year amount collected through Measure D for Fiscal Year 2024-2025. Exhibit B, attached hereto and incorporated herein by this reference, includes a worksheet detailing the Measure D allocations for Fiscal Year 2024-2025. Funds shall be disbursed at the earliest convenience or within 30 days, unless otherwise agreed to in writing by both parties.

3. MCFCA shall utilize funds granted hereunder solely to (a) directly provide funds to local fire agencies to support fire prevention, suppression, rescue, emergency medical services, and directly related operational programs as authorized under Health and Safety Code section 13860 et seq.; (b) provide education, coordination or administrative services to local fire agencies to assist local fire agencies in meeting legal and financial requirements; or (c) the limited activities specified in paragraphs 4 and 5 herein ("Services").

4. MCFCA shall use no more than 10% of the funds granted by COUNTY under this Agreement for general administration costs, including but not limited to salaries, benefits, or office expenses.

5. MCFCA shall not use any funds granted by COUNTY under this Agreement for any political campaign activity, including supporting or opposing any candidate, ballot measure, or political party. Additionally, funds shall not be used for any lobbying activity at the local, state, or federal level, except as may be expressly authorized in writing by COUNTY, or consistent with the legislative platform or strategic plan approved by the COUNTY Board of Supervisors, and consistent with applicable law.

6. The term of this Agreement shall be from the Effective Date and shall continue through June 30, 2029 (the "Termination Date").

7. MCFCA agrees that all Measure D funds granted under this Agreement must be expended in accordance with the terms of this Agreement prior to the Termination Date. Any funds remaining unexpended as of the Termination Date shall be subject to immediate return to COUNTY, unless COUNTY, at its sole discretion, authorizes in writing the retention of unexpended funds for a specified period of time. COUNTY reserves the right to reclaim any unexpended funds upon termination of this Agreement.

8. MCFCA is a separate legal entity from COUNTY with respect to all matters set forth in this Agreement. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow COUNTY to exercise discretion or control over the manner in which MCFCA utilizes the funds granted to it. The funds provided to MCFCA pursuant to this Agreement are a grant and not a payment for any services provided to COUNTY. The sole interest of COUNTY is that the funds be used to provide services in accordance with the terms of this Agreement.

9. MCFCA agrees to provide COUNTY with a written report by within six (6) months after the Effective Date or as otherwise agreed to in writing between the COUNTY and MCFCA, outlining the use of the funding specified in accordance with section 2 including a copy of its budget and revenue and expenditure detail which includes a clear accounting of where the funding is appropriated in MCFCA's budget and its intended use. Upon request, MCFCA agrees to present said report at a regularly scheduled meeting of the Board of Supervisors.

10. MCFCA shall maintain a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement. MCFCA agrees to comply with all audit, inspection, record-keeping and fiscal reporting requirements mandated by COUNTY or the State. The COUNTY shall notify MCFCA of any records it deems in its reasonable judgment to be insufficient. MCFCA shall have fifteen (15) calendar days from such notice to correct any specified deficiency in the records, or, if more than fifteen (15) days shall be reasonably necessary to correct the deficiency, MCFCA shall begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible. MCFCA must maintain such records for a period of four (4) years following the Termination Date.

    MCFCA must make available at MCFCA's office for examination at reasonable intervals and during normal business hours to COUNTY's representatives, all books, accounts, reports, files, financial records, and other papers or property with respect to all matters covered by this Agreement, as well as the financial condition of MCFCA in general, and shall permit these representatives to audit, examine, and make copies, excerpts or transcripts from such records. The COUNTY's representatives may make audits of any conditions relating to this Agreement, as well as the financial condition of MCFCA in general, throughout the term of this Agreement and for four (4) years following the Termination Date.

11. MCFCA agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of COUNTY.

12. MCFCA must immediately inform COUNTY of any information or complaints involving criminal fraud, waste, abuse, or other criminal activity in connection with this Agreement.

13. As this Agreement is merely for purposes of providing a grant to MCFCA, the provisions of this section are intended to apply to the fullest extent permitted by law. MCFCA shall indemnify and hold harmless COUNTY, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by COUNTY, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from any services performed by the MCFCA, or by any of MCFCA's subcontractors, any person employed under MCFCA, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of COUNTY. MCFCA shall also, at MCFCA's own expense, defend the COUNTY, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against COUNTY, its elected officials, officers, employees, agents, and volunteers, arising from MCFCA providing the services, or any of MCFCA's subcontractors, any person employed under MCFCA, or under any subcontractor, or in any capacity. The provisions of this section shall survive the termination, expiration, or cancellation of this Agreement.

14. MCFCA shall comply with any and all applicable federal, state and local laws affecting the services covered by this Agreement.

15. MCFCA shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS), physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

16. The occurrence of any of the following shall constitute a material default and breach of this Agreement by MCFCA:

    a. Improper use or reporting of funds provided under this Agreement by MCFCA or its employees or agents;

    b. Substantial failure by MCFCA to observe and perform any other provision of this Agreement;

    c. MCFCA's (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or 60 days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or 60 days after the filing; (4) insolvency; or (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

    COUNTY shall give written notice to MCFCA of any default by specifying (a) the nature of the event or deficiency giving rise to the default; (b) the action required to cure the deficiency, if an action to cure is possible; and (c) a date, which shall be not less than thirty (30) calendar days from the mailing of the notice, by which such action to cure, if a cure is possible, must be undertaken. MCFCA shall not be in default if MCFCA cures such default within the specified cure period, or, if such default is not reasonably capable of cure within the specified period, MCFCA begins to cure the default within the cure period and thereafter diligently pursues the cure to completion.

17. Upon an event of default that has not been cured by MCFCA, COUNTY, in its discretion, may take any of the following actions:

    a. Terminate this Agreement, in whole or in part;

    b. Demand immediate reimbursement of any funds disbursed under this Agreement;

    c. Bring an action for equitable relief (1) seeking the specific performance by MCFCA of the terms and conditions of the Agreement, and/or (2) enjoining, abating, or preventing any violation of said terms and conditions, and/or (3) seeking declaratory relief;

    d. Bar MCFCA from future funding by COUNTY; and/or

    e. Pursue any other remedy allowed at law or in equity.

18. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or

remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

19. This Agreement constitutes the entire agreement between COUNTY and MCFCA relating to the COUNTY's grant of funds made in section 1 of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the COUNTY's grant of funds made in section 1 of this Agreement. This Agreement may not be modified except by a written document signed by both parties.

20. Both COUNTY and MCFCA have the right to terminate this Agreement without cause at any point in time upon giving written notice to the other. Such notice may be issued by any COUNTY officer authorized to execute or amend this Agreement, the COUNTY Chief Executive Officer, or any other person designated by the COUNTY Board of Supervisors. Except as provided in sections 16 and 17 of this Agreement, in the event that COUNTY should terminate this Agreement, such termination shall not affect amounts disbursed by COUNTY prior to the date of termination. The obligations of this Agreement, which by their nature would continue shall survive the termination, expiration, or cancellation of this Agreement.

21. This Agreement contains all the terms and conditions agreed upon by the parties that pertain to the appropriation of Measure D revenues by COUNTY to MCFCA.

22. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

    Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

    First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

    Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

    Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

COUNTY:	COUNTY OF MENDOCINO Executive Office 501 Low Gap Road, Room 1010 Ukiah, CA 95482
MCFCA:	Mendocino County Fire Chiefs Association PO Box 901 Mendocino, CA 95460

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

23. Any dispute between the Parties, and the interpretation of this Agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Mendocino County.

24. If any claim for damages is filed with MCFCA or if any lawsuit is instituted concerning MCFCA's compliance with the terms of this Agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect COUNTY, MCFCA shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this Agreement.

25. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

26. It is agreed and understood by the parties that this Agreement has been arrived at through negotiation and that neither party is to be deemed the party which created any uncertainty in this Agreement within the meaning of section 1654 of the Civil Code.

27. MCFCA shall at all times during the term of this Agreement maintain in force sufficient insurance policies to cover liability and loss that pertain to the expenditure and use of the grant funds under this Agreement and the services provided by MCFCA.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Darcie Antle
DEPARTMENT HEAD

Date: 02/06/2026

Budgeted: Yes
Budget Unit: 2610
Line Item: 86-3113
Org/Object Code: FSC
Grant: No
Grant No.: N/A

CONTRACTOR/COMPANY NAME

By: Doug Hutchison
SIGNATURE

Date: 09 Feb 2026

NAME AND ADDRESS OF CONTRACTOR:

Mendocino County Fire Chiefs Association
PO Box 901
Mendocino, CA 95460

COUNTY OF MENDOCINO

By: _____
Bernie Norvell, Chair
BOARD OF SUPERVISORS

Date: 02/24/2026

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 02/24/2026

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy 02/24/2026

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 02/06/2026

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 02/06/2026

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 02/06/2026

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ N/A - BOS Allocation
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: MCFCA - Exempt from County Business Licensing

Exhibit A

Mendocino County Measure D Camping TOT
Fiscal Years 2022-23 and 2023-24

Fiscal Year	Period	Amount	FY Total	Total 22/23 and 23/24
22/23	Round 1	$ 105,000.00		
22/23	Round 2	$ 32,055.89	$ 137,055.89	
23/24	Q1	$ 58,967.25		
23/24	Q2	$ 38,313.59		
23/24	Q3	$ 15,267.16		
23/24	Q4	$ 43,373.86	$ 155,921.86	**$ 292,977.75**

Exhibit B

Mendocino County Measure D Camping TOT
Fiscal Year 2024-25

Fiscal Year	Period	Amount	FY Total
24/25	Q1	$ 47,970.20	
24/25	Q2	$ 41,124.76	
24/25	Q3	$ 16,666.46	
24/25	Q4	$ 62,962.02	**$ 168,723.44**