## EO-25-06

### COUNTY OF MENDOCINO FIRE AGENCY FUNDING AGREEMENT

This Agreement ("Agreement"), dated as of <u>July 22nd</u>, 20 <u>24</u> (the "Effective Date"), is by and between the COUNTY OF MENDOCINO, hereinafter referred to as "COUNTY", and WESTPORT VOLUNTEER FIRE DEPARTMENT, INC., hereinafter referred to as "FIRE AGENCY".

WHEREAS, FIRE AGENCY, based in Mendocino County, has been identified to provide the inhabitants, within Agency Boundaries/Service areas, with fire protection services listed in California Health and Safety Code section 13862; and

WHEREAS, FIRE AGENCY is authorized by law to provide fire protection services; and

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 1992 the State of California, in response to a severe budget deficit, met its budget obligation to fund schools by diverting specified amounts of property taxes into an Education Revenue Augmentation Fund (ERAF). Although this "shift" was intended as a temporary measure, it remains in effect. This reduced city, county, and some special districts' (including fire districts) revenue to provide funding for schools, causing an annual revenue loss to cities and some special districts including fire districts; and

WHEREAS, in November 1993 the voters of California approved Proposition 172 to partially replace property taxes shifted from local agencies to schools as part of the State's 1993-94 Budget agreement. This Proposition provides a permanent sales tax for support of local public safety activities and is provided directly to the County for police protection, prosecution, corrections, probation, fire protection and/or coastal life guard services; and

WHEREAS, following negotiations with the Mendocino County Association of Fire Districts, and consistent with California Attorney General 2004 opinion #03-804, beginning in FY 2016-17, the Board of Supervisors of Mendocino County (the "Board") authorized a portion of Proposition 172 revenues to be allotted to recognized local fire agencies within the county; 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 nonbinding measure advising the County to allocate the revenues raised by Measure D to recognized fire agencies; and WHEREAS, in any given fiscal year the Board may appropriate funding from its Proposition 172 or Measure D revenues to certain local fire agencies for support of fire protection services. Local fire agencies are defined as local government entities or tax exempt 501(c)(3) organizations authorized by California Statutes to provide first 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, on February 27, 2024, the Mendocino County Board of Supervisors approved an allocation of Measure D and Proposition 172 revenues for Quarter 1 of Fiscal Year 2023-2024 to FIRE AGENCY and local fire agencies within the County.

NOW, THEREFORE, the parties agree as follows:

- 1. COUNTY agrees to grant FIRE AGENCY the amount of Twelve Thousand Three Hundred Fifty-Two Dollars and Eighty-Three Cents (\$12,352.83). Exhibit A, attached hereto and incorporated by this reference, includes worksheet(s) detailing the allocations of funding sources by COUNTY for Quarter 1 of Fiscal Year 2023-2024.
- FIRE AGENCY agrees to utilize any of the funds so appropriated, allocated and disbursed by COUNTY only for the purpose of providing the services listed in Health and Safety Code section 13860 et seq. ("Services"), and in accordance with the terms of this Agreement.
- The term of this Agreement shall be from the Effective Date and shall continue through September 30, 2024, or the end of the fourth fiscal year following the fiscal year in which the grant was made (the "Termination Date").
- 4. FIRE AGENCY 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 FIRE AGENCY utilizes the funds granted to it. The funds provided to FIRE AGENCY 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 the Services in accordance with the provisions of Health and Safety Code section13860 et seq.
- FIRE AGENCY agrees to provide COUNTY with a copy of its budget and revenue and expenditure detail which includes a clear accounting of where the funding is appropriated in FIRE AGENCY's budget and its intended use.
- 6. FIRE AGENCY shall maintain a full set of accounting records in accordance with the Governmental Accounting Standards Board or generally accepted accounting principles and procedures for all funds received under this Agreement. FIRE AGENCY agrees to comply with all audit, inspection, record-keeping and fiscal reporting

requirements mandated by COUNTY or the State. The COUNTY shall notify the FIRE AGENCY of any records it deems in its reasonable judgment to be insufficient. FIRE AGENCY shall have 15 calendar days from such notice to correct any specified deficiency in the records, or, if more than 15 days shall be reasonably necessary to correct the deficiency, FIRE AGENCY shall begin to correct the deficiency within 15 days and correct the deficiency as soon as reasonably possible. FIRE AGENCY must maintain such records for a period of four years following the Termination Date.

FIRE AGENCY must make available at FIRE AGENCY'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 FIRE AGENCY 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 FIRE AGENCY in general, throughout the term of this Agreement and for four (4) years following the Termination Date.

- 7. FIRE AGENCY agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of COUNTY.
- FIRE AGENCY must immediately inform COUNTY of any information or complaints involving criminal fraud, waste, abuse, or other criminal activity in connection with this Agreement.
- 9. As this Agreement is merely for purposes of providing a grant to FIRE AGENCY, the provisions of this section are intended to apply to the fullest extent permitted by law. FIRE AGENCY 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 FIRE AGENCY, or by any of FIRE AGENCY's subcontractors, any person employed under FIRE AGENCY, 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. FIRE AGENCY shall also, at FIRE AGENCY'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 FIRE AGENCY providing the Services, or any of FIRE AGENCY's subcontractors, any person employed under FIRE AGENCY, or under any subcontractor, or in any capacity. The provisions of this section shall survive the termination, expiration, or cancellation of this Agreement.
- 10. FIRE AGENCY shall comply with any and all applicable federal, state and local laws affecting the services covered by this Agreement.

- 11. FIRE AGENCY 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.
- 12. The occurrence of any of the following shall constitute a material default and breach of this Agreement by FIRE AGENCY:
  - a. Improper use or reporting of funds provided under this Agreement by FIRE AGENCY or its employees or agents;
  - Substantial failure by FIRE AGENCY to observe and perform any other provision of this Agreement;
  - c. FIRE AGENCY'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 FIRE AGENCY 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 30 calendar days from the mailing of the notice, by which such action to cure, if a cure is possible, must be undertaken. FIRE AGENCY shall not be in default if FIRE AGENCY cures such default within the specified cure period, or, if such default is not reasonably capable of cure within the specified period, FIRE AGENCY begins to cure the default within the cure period and thereafter diligently pursues the cure to completion.

- Upon an event of default that has not been cured by FIRE AGENCY, COUNTY, in its discretion, may take any of the following actions:
  - a. Terminate this Agreement, in whole or in part;
  - Demand immediate reimbursement of any funds disbursed under this Agreement;
  - c. Bring an action for equitable relief (a) seeking the specific performance by FIRE AGENCY of the terms and conditions of the Agreement, and/or (b)

enjoining, abating, or preventing any violation of said terms and conditions, and/or (c) seeking declaratory relief;

- d. Bar FIRE AGENCY from future funding by COUNTY; and/or
- e. Pursue any other remedy allowed at law or in equity.
- 14. 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.
- 15. This Agreement constitutes the entire agreement between COUNTY and FIRE AGENCY 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.
- 16. Both COUNTY and FIRE AGENCY 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 12 and 13 of this Agreement, in the event that COUNTY terminates 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.
- 17. This Agreement contains all the terms and conditions agreed upon by the parties that pertain to the appropriation of Proposition 172 or Measure D revenues by COUNTY to FIRE AGENCY.
- 18. 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
FIRE AGENCY:	Westport Volunteer Fire Department, Inc. P.O. Box 67 Westport, CA 95488 Attn: Daniel Maxey

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.

- 19. 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.
- 20. If any claim for damages is filed with FIRE AGENCY or if any lawsuit is instituted concerning FIRE AGENCY'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, FIRE AGENCY shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.

- 21. 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.
- 22. 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.
- 23. FIRE AGENCY 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 FIRE AGENCY.

цă.

÷,

#### IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Dancie andle

DEPARTMENT HEAI

Date: 07/18/2024

Budgeted: Xes No

Budget Unit: Measure D: 2610 - 86-3113

Prop 172: MS - 86-3113

Grant: Yes Xo

Grant No.: N/A

FIRE AGENCY NAME By: WVFO Board Prevident and Aust. F.re chie JEFFA Date:

NAME AND ADDRESS OF FIRE AGENCY:

Westport Volunteer Fire Department, Inc. P.O. Box 67 Westport, CA 95488

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

#### COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

Bv

COUNTY COUNSEL

07/18/2024 Date:

#### INSURANCE REVIEW:

By: **Risk Management** 

07/18/2024 Date:

EXECUTIVE OFFICE/FISCAL REVIEW: By:

Deputy CEO or Designee

07/18/2024 Date:

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors Exception to Bid Process Required/Completed IN/A Mendocino County Business License: Valid I Exempt Pursuant to MCC Section: Fire Department

Frop 175 Fire Funding Allocations <sup>10</sup> QUARTERLY Calcs <sup>10</sup> 2023-24       Frop 17         5408.633.14 $\leftarrow$ sost: Fradered Annul Frojection									5						updated:	2/6/	2/6/2024
S 403,633.14 ← INS FF Budgread Annual Projection	Prop 172 Fire Fundir	IR All	ocatio	(I) SU		QUA	RTERLY	Calcs	17				202	3-24	α.	rop 17	2
20         Agendia (% and all constant)         Opr 1         Opr 2         Opr 4         (Ture-up)         TOTAL OTRS           134,454.00         Instantial constant         134,454.00         Instantial constant         134,454.00         134	* * *	lgeted A D) allotn otal Basi	nnual Proj nent per A c allotmer	ection gency ts <sup>(4)</sup>	2023-24	91,601	] <b>←</b> 2020 C	ensus Count	y Populat	(on <sup>(3)</sup>	Fund	ing basis letter - I	: Mendoc May 26,2(	cino Count 016 "Propo	y Board o sition 17:	f Superv 2 Funds"	isors'
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	¥			ţ			Qtr 2						Qtr 4 <sup>(tru</sup>	e-up)	TOTAI	- QTRS	to Date
Instrument         Instrum	QTR Revenues derived Allocati [holding open]	<b>* * *</b>	and management	134,454.	8 g											134,454.1 134,454.1	8 8
CITR proces Basic & Pop alloc         66,000         66,454         13,400         0,75         53,00         0,75         53,00         0,75         53,00         0,75         53,00         0,75         53,00         0,75         53,00         0,75         53,00         0,75         53,00         0,75         53,00         0,75         53,00         0,75         53,00         0,75         53,00         0,74         Besit         Population         TOTAL         Besit         Population         TOTAL         Besit         Population         TOTAL         Besit         Population         20,01         20,33         3,00         2,03         3,300         2,033         2,030	ALL LUID AUDIO		Basic	Population	S	Basic	Population		Basic	Population	8 <u>121.046</u>	Basic	Population		Basic	Population	
District/Agency         Dray         word         Solution         TOTAL         Basic         Perponetion         TOTAL         Basic <th< td=""><td>0</td><td>1.22</td><td>66,000 3,300</td><td>68,454 0.75</td><td>134,454.00</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>66,000</td><td>68,454 0.75</td><td>134,454.00</td></th<>	0	1.22	66,000 3,300	68,454 0.75	134,454.00										66,000	68,454 0.75	134,454.00
International         Interna         International         International<	District/Anency JPA	1000	Basic	Population	TOTAL	Basic	Population	TOTAL	Basic			Basic	Population	TOTAL	Basic	Population	TOTALS
1m         3.00         2.383         5,683.15         3.00         2.383         5,683.15         3.00         2.383         5,683.15         3.00         2.063         3.300         2.014         3.300         2.014         3.300         2.014         3.300         2.014         3.300         2.014         3.300         2.014         3.300         2.014         3.300         2.014         3.300         2.014         3.300         2.014         3.300         2.014         3.300         2.014         3.300         2.014         3.300         2.014         <			3 300	1 081	4 381 35					- C - C - C - C - C - C - C - C - C - C					3,300	1,081	4,381.35
M0         180         3,300         2,603         5,902,86         3,300         2,603         3,300         2,603         3,300         2,603         3,300         2,603         3,300         2,033         3,300         2,033         3,300         2,033         3,300         2,033         3,300         2,033         3,300         2,035         3,300         2,035         3,300         2,033         3,300         2,033         3,300         2,033         3,300         2,033         3,300         2,033         3,300         2,035         3,300         2,035         3,300         2,033         3,300         2,033         3,300         2,033         3,300         3			3,300	2,383	5,683.15										3,300	2,383	5,683.16
11         1300         3300         3300         3300         3300         3300         3300         3300         205         3350         3300         205         3300         205         3300         205         3300         205         3300         205         3300         205         3300         205         3300         205         3300         205         3300         205         3300         205         3300         205         3300         205         3300         205         3300         205         3300         205         3300         205         3300         205         3300         205         3300         14436         3300         14436         3300         205         3300         205         3300         205         3300         205         3300         205         3300         205         3300         205         3300         205         3300         206         205         3300         206         205 <td></td> <td></td> <td>3,300</td> <td>2,603</td> <td>5,902.86</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>3,300</td> <td>2,603</td> <td>5,902.87</td>			3,300	2,603	5,902.86										3,300	2,603	5,902.87
278         100         3,300         2,055         5,355.09         3,300         2,055           8         6.416         7,391         1,1439         1,1735.64         1         3,300         2,911         3,300         2,913         3,300         2,914         3,300         2,914         3,300         2,914         3,300         2,914         3,300         2,914         3,300         2,914         3,300         2,914         3,300         1,439         1,4,1439         4,1768,45         3,300         1,4439         1,4,1439         4,1439         1,4,1468         1,4,168         1,4,168<			3,300	389	3,689.34										3,300	389	3,689.35
Image         0.413         3,300         291         3,300         291         3,300         291           Fort Brage         1,300         1,439         1,4738.64         1         3,300         1,439         1,1,439         3,300         1,4439         1,1,439         1,1,439         3,300         1,4468         4,768.45         3,300         1,4468         4,768.45         3,300         1,4458         4,768.45         3,300         1,4458         3,300         1,4458         3,300         1,4468         3,300         1,4468         3,300         1,4458         3,300         1,4468         3,300         1,4468         3,300         1,4468         3,300         1,4468         3,300         1,4468         3,300         1,4468         3,300         1,4468         3,300         1,4468         3,300         1,4468         3,300         1,4468         3,300         1,4468         3,300         1,4468         3,300         1,4468         3,300         1,448         3,300         1,448         3,300         1,448         3,300         1,448         3,300         1,448         3,300         1,448         3,300         1,448         3,300         1,448         3,300         1,448         3,300         1,448         3,300			3,300	2,055	5,355.09										3,300	2,055	5,355.09
fort Bragg         3310         11,433         14,438         11,438         11,438         11,438         11,438         11,438         11,438         11,438         11,438         13,300         13,468         13,300         13,468         13,300         13,468         13,468         14,68         13,600         14,68         13,600         14,68         13,600         14,68         13,600         14,68         13,600         14,68         13,600         13,648         13,600         13,648         13,600         13,648         13,600         13,648         13,600         13,648         13,600         13,648         13,600         13,648         13,600         13,648         13,600         13,648         13,648         13,648         13,648         13,648         13,648         13,648         13,648         13,648         13,648         13,648         13,648         13,648         13,648         13,648         13,648         13,600         13,648		1	3,300	291	3,591.44										3,300	291	3,591.45
1.86         2.151         3.300         1.468         4.768.45         3.300         1.468         3.300         1.468         3.300         1.468         3.300         1.468         3.300         3.445         3.300         3.445         3.300         3.445         3.300         3.445         3.300         3.445         3.300         3.445         3.300         3.445         3.300         3.445         3.300         3.445         3.300         3.445         3.300         3.445         3.300         3.445         3.300         3.445         3.300         3.458         3.300         3.458         3.300         3.458         3.300         3.458         3.300         3.458         3.300         3.468         3.300         3.468         3.300         <	Fort Bragg Fire Authority <sup>(4)</sup>			11,439	14,738.64		12								3,300	11,439	14,738.64
usi         5,300         345         3,644.50         3,300         345         3,644.50         3,300         345         3,44.50         3,300         345         3,300         345         3,300         345         3,300         345         3,300         5,423.35         3,300         1,924         3,300         1,926         3,300         1,926         3,300         1,326         3,300         1,326         3,300         1,326         3,300         1,326         3,300         1,326         3,300         1,326         3,30		1	3,300	1,468	4,768.45							1000			3,300	1,468	4,768.46
418       918       3.300       6,842       10,141.96       3.300       6,842       3.300       6,842         244       5,23.56       3,300       1,924       5,23.56       3,300       1,924         245       3,300       1,924       5,23.56       3,300       2,128       5,428.32         11       0,48       3,300       2,128       5,428.32       3,300       2,128       3,300       1,924         11       0,48       3,300       1,480       4,704.41       3,300       1,480       4,704.41       3,300       1,336       4,656.18       3,300       1,336       4,656.18       3,300       1,336			3,300	345	3,644.50										3,300	345	3,644.51
vville)         237         3300         1,924         5,223.56         3,300         1,924         5,223.56         3,300         1,924         5,223.56         3,300         1,924         5,320         1,324         3,300         2,320         2,320         2,320         2,320         2,320         2,320         2,320         2,320         2,320         2,320         2,320         2,320         2,330         2,330         2,330         2,330         2,330         2,330         2,330         2,330         2,330         2,330         1,326         4,636.18         3,300         1,326         3,300         1,326         3,300         1,480         3,300         1,480         3,300         1,480         3,300         1,326         3,300         1,326         3,300         1,326         3,300         1,326         3,300         1,326         3,300         1,326         3,300         1,326         3,300         1,326         3,300         1,328         3,300         1,328         3,300         1,328         3,300         1,328         3,300         1,328         3,300         1,328         3,300         1,328         3,300         1,328         3,300         1,328         3,300         1,328         3,300         1,328			3,300	6,842	10,141.96										3,300	6,842	10,141.96
248       111       3,300       2,128       5,428.32       3,300       2,128       5,428.32         11       0.441       3,300       98       3,300       1,480       4,780.41         128       1,551       3,300       1,336       4,636.18       3,300       1,336       3,300       1,336         177       1460       7,786       3,300       1,336       4,636.18       3,300       1,336       3,300       1,336         177       1466       3,300       1,336       4,636.18       3,300       1,336       3,300       1,336         1,777       1466       3,300       1,336       4,636.18       3,300       1,336       3,300       1,336         1,777       1466       3,300       1,328       4,627.96       3,300       1,336       3,300       1,336 <i>Mich Valley</i> 5454       3,300       1,328       4,627.96       3,300       1,328       3,300       1,328 <i>Mich Valley</i> 545       3,300       25,899       28,889.37       3,300       1,328       3,300       1,328 <i>Mich Valley</i> 545       3,300       25,589       28,889.37       28,889.37       3,300 <t< td=""><td></td><td></td><td>3,300</td><td>1,924</td><td>5,223.56</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>3,300</td><td>1,924</td><td>5,223.57</td></t<>			3,300	1,924	5,223.56										3,300	1,924	5,223.57
11         0.14         3,300         98         3,300         1,480         4,780.41         3,300         1,480         3,300         1,480         3,300         1,480         3,300         1,480         3,300         1,480         3,300         1,480         3,300         1,336         4,636.18         3,300         1,480         3,300         1,336         4,636.18         3,300         1,336         4,636.18         3,300         1,336         4,636.18         3,300         1,336         3,300         1,336         3,300         1,336         3,300         1,336         3,300         1,336         3,300         1,336         3,300         1,336         3,300         1,336         3,300         1,336         3,300         1,336         3,300         1,338         3,300         1,338         3,300         1,338         3,300         1,338         3,300         1,338         3,300         1,338         3,300         1,338         3,300         1,338         3,300         1,338         3,300         1,338         3,300         1,338         3,300         1,338         3,300         1,338         3,300         1,338         3,300         1,338         3,300         1,338         3,300         1,338         3,300			3,300	2,128	5,428.32										3,300	2,128	5,428.33
Instration         1,812         1,168         3,300         1,480         4,780,41         3,300         1,480         3,300         1,336         4,636,18         3,300         1,336         3,300         1,336         3,300         1,336         3,300         1,336         3,300         1,336         3,300         5,310         8,610,33         3,300         5,310         8,610,35         3,300         1,328         4,627,96         3,300         1,328         4,627,96         3,300         1,328         4,627,96         3,300         1,328         3,300         1,328         3,300         1,328         3,300         1,328         3,300         1,328         3,300         1,328         3,300         1,328         3,300         1,328         3,300         1,328         3,300         1,328         3,300         1,328         3,300         1,328         3,300         1,328         3,300         1,328         3,300         1,328         3,300         2,5,899         3,300         2,5,899         3,300         2,5,899         3,300         2,5,589         3,300         2,5,589         3,300         2,5,589         3,300         2,5,589         3,300         2,5,589         3,300         2,5,589         3,300         2,5,589 <th< td=""><td></td><td></td><td>3,300</td><td>98</td><td>3,397.89</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>3,300</td><td>98</td><td>3,397.90</td></th<>			3,300	98	3,397.89										3,300	98	3,397.90
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $			3,300	1,480	4,780.41										3,300	1,480	4,780.41
Title       7/16       7/16       7/16       7/16       7/16       7/16       7/16       7/10       5/310 </td <td></td> <td></td> <td>3,300</td> <td>1,336</td> <td>4,636.18</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>3,300</td> <td>1,336</td> <td>4,636.18</td>			3,300	1,336	4,636.18										3,300	1,336	4,636.18
1.777       1 94%       3,300       1,328       4,627.96       3,300       1,328         Ukich Valley       16,499       16,499       16,496       17,348       4,627.96       3,300       1,328         Fire Authority <sup>(4)</sup> 17,344       3,300       25,589       28,889.37       3,300       25,589       28,889.37         Fire Authority <sup>(4)</sup> 17,344       3,300       25,589       28,889.37       3,300       25,589       28,889.37         Fire Authority <sup>(4)</sup> 17,344       3,300       25,589       28,889.37       3,300       25,589       28,589       28,589         Rise Authority <sup>(4)</sup> 3,300       155       3,507.75       3,300       25,589       3,300       26,569       3,300       25,589         Model and Line Authority <sup>(4)</sup> 13,4454.00       0.1100       3,300       155       3,454.40       3,300       155         Model and Line Authority <sup>(4)</sup> 1008       1008,454       0.1100       0.1100       66,000       68,454       134,454.00       66,000       68,454       136,454.40       166,000       66,454       136,454.41       136,454.41       136,454.41       155       155       155       155       156,000       66,454.4       136,454.			3,300	5,310	8,610.35										3,300	5,310	8,610.36
Ukiah Valley         16.449         16.449         17.344         37.300         25,589         28,889.37         25,589         28,889.37         33.300         25,589         28,889.37         25,589         28,889.37         25,589         26,500         26,000         25,589         3,300         25,589         26,000         68,454         3,300         155         3,300 <th< td=""><td></td><td></td><td>3,300</td><td>1,328</td><td>4,627.96</td><td></td><td></td><td></td><td>0.750</td><td></td><td></td><td></td><td></td><td></td><td>3,300</td><td>1,328</td><td>4,627.96</td></th<>			3,300	1,328	4,627.96				0.750						3,300	1,328	4,627.96
278         0.300         208         3,507.75         3,300         208         3,507.75         3,300         208         3,300         208         3,300         208         3,300         155         3,300	Ukiah Valley Fire Authority <sup>(4)</sup>	1.000		25,589	28,889.37										3,300	25,589	28,889.26
xolu         xolu <th< td=""><td></td><td>1</td><td>3,300</td><td>208</td><td>3,507.75</td><td></td><td></td><td></td><td>1</td><td></td><td></td><td>-</td><td></td><td></td><td>3,300</td><td>208</td><td>3,507.75</td></th<>		1	3,300	208	3,507.75				1			-			3,300	208	3,507.75
Itranention manual adj. UVFA-A- cents to beliance as indicated)	20 Whale Gulch VFC			155	3,455.43										3,300	155	3,455.44
91,601 100% 66,000 68,454 134,454.00 68,454 134,454.00 68,454	ftrancation manual adj: UVFA */- cents to balance	as indicated) 🎐			0.1100												0.11
		,601 100%			134,454.00	_									66,000	68,454	134,454.00

# NOTES:

Prop 172 allocations above are based on a MCAFD funding formula approved 4-20-16 and utilized since fire agency funding began 2016-17. (Funding source is a "public safety" safes tax and only revenues received by County, not cities.)
 Converted to quarterity distribution format in F2 2023-24

Agency population numbers adjusted to match County's 2020 Census total, uniformly each agency increased by 3.96% over previous agreed upon agency and County numbers [88,113 to 91,601], per 2022 agreement
 Agency population numbers adjusted to match County's 2020 Census total, uniformly each agency increased by 3.96% over previous agreed upon agency and County numbers [88,113 to 91,601], per 2022 agreement
 Jointly-run Fort Bragg and Uklah (JPA) departments receive a single basic allotment because Cities receive and Uklah (JPA) departments receive a single basic allotment because Cities receive and the single basic allotment because Cities receive and the single basic allotment because Cities receive and the single basic allotment because Cities receives and to include City populations in 2017-18 calculations when BOS offered to raise total funding by 87,000 thereby not reducing other agencies' proportional allotments from 2016-17 levels.

print date: 2/6/2024 Page 9 of 10

by;

Page 1 of 1

0 ← BOS FY Budgeted A 00 ← 75% Fire Agencies 00 ← 25% Fire Chiefs ma			QUARTERLY Calcs	Y Calcs	7073-74 IME89 D (101)
•	ojection 1 portion <sup>(2) (3)</sup> 3.commendation p	2023-24 ortion <sup>(2) (3)</sup>			Funding basis: Mendocino County, 2020 Ballot Measures D & E, 10% TOT on Campgrounds and RV Parks in unincorporated areas
OTR Meas D Actual Revenues  235.869.00	Qtr 2	Qtr 3	Qtr 4 (true-up)	YTD QTRS 235,869.00	
QTR Fire Chiefs recom percent → 25% QTR Fire Chiefs allocation → 58,967.25				58,967.25	
QTR Fire Agencies NET allocation → 176,901.75 QTR Net per Agency → 8,845.09	ſŌ			176,901.75 8,845.09	
	Allocations	Allocations	Allocations	TOTALS	
er FPD	J			8,845.08	
Anderson Valley CSD 8,845.08				8,845.08 8,845.08	
Brooktralls CSU 6,043,00 Comptche CSD 8,845.08				8,845.08	
				8,845.08	
Elk CSD 8,845.08				0,041,00	
PD Fi				0,040.00	
				8,845.08	
Leggett Valley FPD 8,845.08				8,845.08 8,845.08	
In Little Lake FPD 0,043.00 8.845.08 8.845.08 8.845.08				8,845.08	
				8,845.08	
Piercy FPD 8,845.08				8,845.08 8,845.08	
is Potter valley Courses EDD 8.845.08				8,845.08	
Ð				8,845.08	
South Coast FPD 8,845.08				8,845.08	
Ukiah Valley				8,845.23	
PD Fire Authority				8.845.08	
IN WESTPORT VFC 0,043,000 0,043,000 0,043,000 0,044,000				8,845.08	
adi: UVFA +/- cents to balance as indicated) 🏵				0.15	
17	2			176,901.75	3
Proportion of total budgeted funding: 26.0%				<sub>w</sub> 26.0%	
NOTES: 1) Meas D allocations above follow a funding formula detailed in voter-approved Meas E and in place since 2021-22. (Funding source is a general fund TOT tax on campgrounds and RV Parks outside of in	wed Meas E and in place	since 2021-22. (Fundir	ng source is a general fu	ind TOT tax on campgr	OTES: 1) Mass D allocations above follow a funding formula detailed in voter-approved Meas E and in place since 2021-22. (Funding source is a general fund TOT tax on campgrounds and RV Parks outside of incorporated Cities that aren't eligible to receive basic allocations.)

Frm - MCAFD - Meas D Quarterly Allocations Template v3.1.xisx

Page 1 of 1

Page 10 of 10 print date: 2/6/2024