

**COUNTY OF MENDOCINO  
FUNDING ALLOCATION AGREEMENT**

This Agreement, dated as of May 28, 2020, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Westport Volunteer Fire District, hereinafter referred to as "FIRE AGENCY". The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021.

WHEREAS, the Westport Volunteer Fire District, has been identified to provide the inhabitants, within Agency Boundaries, with protection against fire; and

WHEREAS, in 1992 the State of California implemented the Education Revenue Augmentation Fund (ERAF) "shift", which reduced city, county, and some special districts' revenue to provide funding for schools, causing an annual revenue loss to cities and some special districts and over \$14.35 million loss to Mendocino County;

WHEREAS, in an effort to reduce the impact of the ERAF shift the voters of California passed Proposition 172 in 1993, which provides public safety funding to cities and counties that provide police protection, prosecution, corrections, probation, fire protection, and/or coastal life guard services;

WHEREAS, the Mendocino County Board of Supervisors allocated the Proposition 172 revenue to the eligible functions that are provided directly by the County, which are the Sheriff, Jail, District Attorney, and Probation;

WHEREAS, Fire Agency is authorized by law to provide fire protection;

WHEREAS, California Government Code section 26227 provides that the Board of Supervisors of any county may appropriate and expend money from the county's general fund to finance programs deemed 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 and public safety;

WHEREAS, Fire Agency has requested funding from the County, through the Mendocino County Association of Fire Districts, for support of fire protection (Attachment A);

WHEREAS, the Mendocino County Board of Supervisors has agreed to appropriate a portion of the total County Proposition 172 public safety sales tax revenue to certain local fire agencies for support of fire protection services in Fiscal Year 2020-21. 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 EMS public safety services to the general public. Additionally, these agencies must (1) participate in the Mutual Aid Coordinating System and have an assigned MACS ID Agency Designator, and (2) be regularly dispatched by the Emergency 911 dispatch center; and

WHEREAS, the Mendocino County Association of Fire Districts has submitted a distribution formula, to which the Board of Supervisors has agreed and approved, for the appropriation based on a minimum distribution for each Fire Agency plus a variable distribution based on estimated population in the area serviced by the agency.

NOW, THEREFORE, the parties agree as follows:

1. The County agrees to appropriate a portion of the County's Proposition 172 revenue and other funding, in Fiscal Year 2020-21, to local fire protection agencies as defined above;
2. The County accepts the Mendocino County Association of Fire Districts' distribution formula, as attached hereto, and incorporated herein (refer to Attachment A);
3. The County agrees to make a lump-sum, one-time payment to Fire Agency (for an amount not to exceed Ten Thousand Six Hundred One Dollars (\$10,601));
4. The Fire Agency agrees to utilize the funds only for the purpose of local fire protection services;
5. The Fire Agency agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2020-21, which includes a clear accounting of where the funding is appropriated in the Fire Agency budget and its intended use. Accounting records of Fire Agency shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required;
6. The term of this agreement shall commence on the date executed by the County, but only for the purposes of providing funding support for fire protection services by the Fire Agency in the current fiscal year;
7. The Fire Agency is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire Agency and County;
8. The Fire Agency agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
9. The Fire Agency shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities,

and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the Fire Agency's performance or its obligations as a provider of fire protection services, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Fire Agency's performance of its obligations as a provider of fire protection services.

10. The Fire Agency's shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;
11. This agreement may only be modified by written agreement of the parties;
12. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year;
13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing as follows:

To COUNTY: COUNTY OF MENDOCINO  
Executive Office  
501 Low Gap Road, Room 1010  
Ukiah, CA 95482

To FIRE AGENCY: Westport Volunteer Fire District  
P.O. Box 67  
Westport, CA 95488  
ATTN: Bill Knapp

IN WITNESS WHEREOF

COUNTY OF MENDOCINO: 07/20/2020

WESTPORT VOLUNTEER FIRE DISTRICT

Janelle Rau  
DEPARTMENT HEAD

By: [Signature]  
Signature

Budgeted:  Yes  No

By: DANIEL W. MAXEY  
Print Name

Budget Unit: 1940

Title: CHIEF

Line Item: 863113

NAME AND ADDRESS OF AGENCY:

Grant:  Yes  No

Westport Volunteer Fire District

Grant No.: N/A

P.O. Box 67

Westport, CA 95488

CARMEL J. ANGELO, Chief Executive Officer

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

By: Janelle Rau  
PURCHASING AGENT

Date: 07/20/2020

COUNTY COUNSEL REVIEW:

INSURANCE REVIEW:

APPROVED AS TO FORM:

By: Carmel J. Angelo  
Risk Management

CHRISTIAN M. CURTIS,  
County Counsel

Date: 07/20/2020

By: Matthew Kiedrowski  
Deputy

Date: 07/20/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Andle  
Deputy CEO

Date: 07/20/2020

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: \_\_\_\_\_

**Fire Funding Allocations - PROPOSED CALCULATION SPREADSHEET (approximations)**

Approved 2017/18 funding	485,522	Approved 2018/19 funding	488,000
Approved 2019/20 funding	412,000	Approved 2020/21 funding	398,252
Implemented decrease for 2020/21	-13,748	<== (enter number to auto calculate)	
Percent decrease calc	-3%		
New Total	\$ 398,252		

\$ 200,000 = Total Basic \$                      \$ 198,252 = Total Population \$

calculated amounts ==>	10,000	= Basic amount		2.25	= per capita amount		
District Name	Basic	JPA's	Population	Population Distrib	JPA's	Total 2020-21 Distrib	JPA's
Albion-Little River FPD	10,000		1,392	3,132		13,132	
Anderson Valley CSD	10,000		3,068	6,903		16,903	
Brooktrails CSD	10,000		3,350	7,537		17,537	
Comptche CSD	10,000		501	1,127		11,127	
Covelo FPD	10,000		2,645	5,951		15,951	
Elk CSD	10,000		375	844		10,844	
Fort Bragg City FD	0		7,250	16,312		16,312	
Fort Bragg Rural FPD	10,000	10,000	7,474	16,816	33,129	26,816	43,129
Hopland/Sanel V FPD	10,000		1,890	4,252		14,252	
Leggett Valley FPD	10,000		443	997		10,997	
Little Lake FPD	10,000		8,807	19,816		29,816	
Long Valley FPD	10,000		2,476	5,571		15,571	
Mendocino FPD	10,000		2,740	6,165		16,165	
Piercy FPD	10,000		126	283		10,283	
Potter Valley CSD	10,000		1,906	4,288		14,288	
Redwood Coast FPD	10,000		1,720	3,870		13,870	
Redwood V-Calpella FPD	10,000		6,836	15,381		25,381	
South Coast FPD	10,000		1,709	3,845		13,845	
Ukiah City FD	0		15,871	35,709		35,709	
Ukiah Valley FPD	10,000	10,000	17,067	38,400	74,110	48,400	84,109
Westport VFC	10,000		267	601		10,601	
Whale Gulch VFC	10,000		200	450		10,450	

Totals:	200,000	88,113	198,252	398,252
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50%

- 1.) Total allocations to decrease by -13,748 -3% from FY 2019/20
- 2.) Jointly run departments (JPA's) in Fort Bragg and Ukiah receive only a single basic allotment.
- 3.) Redwood Valley-Calpella FD numbers are now calculated using the same formulas as all other agencies