

**COUNTY OF MENDOCINO
FUNDING ALLOCATION AGREEMENT**

BOS AGREEMENT # 18-008

This Agreement, dated as of January 23, 2018, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Fort Bragg Fire Protection Authority, 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, 2018.

WHEREAS, the Fort Bragg Fire Protection Authority, 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 of over \$14.35 million 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 recognized by the Local Agency Formation Commission (LAFCo) for support of fire protection services in Fiscal Year 2017-18; 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 2017-18, to LAFCo recognized local fire protection agencies;
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 fifty-seven thousand four hundred eleven and 00/100 Dollars (\$57,411.00));
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 2017-18, 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: Fort Bragg Fire Protection Authority
141 N Main Street
Fort Bragg, CA 95437
ATTN: Joe Sutphin

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

Carmel J. Angelo 1-16-18
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 1940

Line Item: 863113

Grant: ☐ Yes ☒ No

Grant No.: N/A

CONTRACTOR/COMPANY NAME

**FOR CONTRACTOR'S SIGNATURE,
PLEASE SEE PAGE 5**

NAME AND ADDRESS OF AGENCY:

Fort Bragg Fire Protection Authority

141 N Main Street

Fort Bragg, CA 95437

COUNTY OF MENDOCINO

By: Dan Hamburg JAN 25 2018
DAN HAMBURG, Chair
BOARD OF SUPERVISORS

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:

CARMEL J. ANGELO, Clerk of said Board

By: Karla Van Hagen JAN 25 2018
Deputy

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

CARMEL J. ANGELO, Clerk of said Board

By: Karla Van Hagen JAN 25 2018
Deputy

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: K. Elliott
Deputy

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: Janette Rasmussen

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: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

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DEPARTMENT HEAD _____ DATE _____
Budgeted: ☒ Yes ☐ No
Budget Unit: 1940
Line Item: 863113
Grant: ☐ Yes ☒ No
Grant No.: N/A

CONTRACTOR/COMPANY NAME

By: Steve Oksi
Signature

By: STEVE OKSI
Print Name

By: FIRE CHIEF
Title

NAME AND ADDRESS OF AGENCY:

Fort Bragg Fire Protection Authority
141 N Main Street
Fort Bragg, CA 95437

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 OF MENDOCINO

By: _____
DAN HAMBURG, Chair
BOARD OF SUPERVISORS

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

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

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: _____
Risk Management

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: _____
Deputy

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: _____

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

Alternative Proposal v1.1

District Name	2016-17 Distrib	JPA's	Proposed 2017-18 Distrib	JPA's	Change 2017-18 vs 2016-17	JPA's	2017-18 Basic	Population	Population Distrib	JPA's
Albion-Little River FPD	13,154		14,482		1,328		10,000	1,392	4,482	
Anderson Valley CSD	19,411		19,879		468		10,000	3,068	9,879	
Brooktrails CSD	20,464		20,787		323		10,000	3,350	10,787	
Comptche CSD	9,830		11,613		1,783		10,000	501	1,613	
Covelo FPD	17,832		18,517		685		10,000	2,645	8,517	
Elk CSD	9,360		11,208		1,848		10,000	375	1,208	
Fort Bragg City FD	7,960		23,345		15,385		0	7,250	23,345	
Fort Bragg Rural FPD	35,856	43,816	34,066		-1,790	13,595	10,000	7,474	24,066	47,411
Hopland/Sanel V FPD	15,014		16,086		1,072		10,000	1,890	6,086	
Leggett Valley FPD	9,613		11,426		1,813		10,000	443	1,426	
Little Lake FPD	22,815		38,359		15,544		10,000	8,807	28,359	
Long Valley FPD	17,201		17,973		772		10,000	2,476	7,973	
Mendocino FPD	18,185		18,823		638		10,000	2,740	8,823	
Piercy FPD	8,430		10,406		1,976		10,000	126	406	
Potter Valley CSD	15,074		16,137		1,063		10,000	1,906	6,137	
Redwood Coast FPD	12,704		15,538		2,834		10,000	1,720	5,538	
Redwood V-Calpella FPC	33,475		33,475		0		10,000	6,836	22,012	
South Coast FPD	14,339		15,503		1,164		10,000	1,709	5,503	
Ukiah City Fire District	7,960	79,621	51,105		43,145	36,440	0	15,871	51,105	106,060
Ukiah Valley FPD	71,661		64,956	116,061	-6,705		10,000	17,067	54,956	
Westport VFC	8,957		10,860		1,903		10,000	267	860	
Whale Gulch VFC	8,706		10,644		1,938		10,000	200	644	
	398,001		485,187		87,186		200,000	88,113	283,724	

NOTES

- 1) Total allocations increase \$87,186. Incorporated city populations included this year. Minimum allocation increased. Per capita amount lower (\$3.22 vs \$3.72)
- 2) Redwood Valley was adjusted up \$1463 to maintain the same amount as previous year. Following the formula the allocation would have been \$32012.
- 3) Jointly run departments in Fort Bragg and Ukiah receive only a single basic allotment.
- 4) Fort Bragg Rural FPD and Ukiah Valley FPD allocations drop with the lower per capita distribution, but the amounts allocated for the JPAs are significantly higher.