

**COUNTY OF MENDOCINO
FUNDING ALLOCATION AGREEMENT**

This Agreement, dated as of August 21st, 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, 2019.

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 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 2018-19. 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 2018-19, 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 Fifty Seven Thousand Nine Hundred Twenty Two Dollars (\$57,922));
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 2018-19, 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

COUNTY OF MENDOCINO:

Carmel J. Angelo 8-10-18
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: MS

Line Item: 863113

Grant: ☐ Yes ☒ No

Grant No.: N/A

COUNTY OF MENDOCINO

By: Dan Hamburg
DAN HAMBURG, Chair
BOARD OF SUPERVISORS

Date: AUG 23 2018

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Karla Vant Hagen
Deputy
AUG 23 2018

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 Vant Hagen
Deputy
AUG 23 2018

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

Date: 8-13-18

FORT BRAGG FIRE PROTECTION DISTRICT

Signature
For the Fort Bragg Fire Protection District
signature, please see page 4A

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 COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: K. Elliott
Deputy

Date: 8/10/18

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO

Date: 8/13/18

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

COUNTY OF MENDOCINO:

DEPARTMENT HEAD _____ DATE 8-10-18

Budgeted: ☒ Yes ☐ No

Budget Unit: ms

Line Item: 863113

Grant: ☐ Yes ☒ No

Grant No.: N/A

COUNTY OF MENDOCINO

By: _____
DAN HAMBURG, Chair
BOARD OF SUPERVISORS

Date: _____

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: Carmel J. Angelo
Risk Management

Date: 8-13-18

FORT BRAGG FIRE PROTECTION DISTRICT

By: Joseph E. Sutphin
Signature

By: Joseph E. Sutphin
Print Name

Title: Board member at large

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 COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: K. Elliott
Deputy

Date: 8/10/18

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO

Date: 8/13/18

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: _____

ATTACHMENT A

Fire Funding Allocations

FY 2018-2019

8/9/18

District Name	Basic	JPA's	Population	Population Distrib	JPA's	Total 2018-19 Distrib	JPA's
Albion-Little River FPD	10,000		1,392	4,531		14,531	
Anderson Valley CSD	10,000		3,068	9,985		19,985	
Brooktrails CSD	10,000		3,350	10,903		20,903	
Comptche CSD	10,000		501	1,631		11,631	
Covelo FPD	10,000		2,645	8,609		18,609	
Elk CSD	10,000		375	1,221		11,214	(see note #4)
Fort Bragg City FD	0		7,250	23,597		23,597	
Fort Bragg Rural FPD	10,000	10,000	7,474	24,326	47,922	34,326	57,922
Hopland/Sanel V FPD	10,000		1,890	6,151		16,151	
Leggett Valley FPD	10,000		443	1,442		11,442	
Little Lake FPD	10,000		8,807	28,664		38,664	
Long Valley FPD	10,000		2,476	8,059		18,059	
Mendocino FPD	10,000		2,740	8,918		18,918	
Piercy FPD	10,000		126	410		10,410	
Potter Valley CSD	10,000		1,906	6,203		16,203	
Redwood Coast FPD	10,000		1,720	5,598		15,598	
Redwood V-Calpella FPD	10,000		6,836	22,249		33,475	(see note #2)
South Coast FPD	10,000		1,709	5,562		15,562	
Ukiah City Fire District	0	10,000	15,871	51,655	107,203	51,655	117,203
Ukiah Valley FPD	10,000		17,067	55,548		65,548	
Westport VFC	10,000		267	869		10,869	
Whale Gulch VFC	10,000		200	651		10,651	
Totals:	200,000		88,113	286,781		488,000	

- 1.) Total allocations increase \$2,813 over 2017/18. Incorporated city populations included this year.
Minimum allocation remains \$10,000. With the total estimated County population included, the per capita distribution is: 3.269 less RVCFD adjustment from #2 below: 3.255
- 2.) Redwood Valley was adjusted to maintain the same amount as previous year - this results in a slightly lower per capita distribution for all other Agencies
RVCFD pop adj: 1,219 equals per capita adj: 0.014
- 3.) Jointly run departments (JPA's) in Fort Bragg and Ukiah receive only a single basic allotment.
- 4.) Elk CSD number was reduced slightly to account for rounding