

**COUNTY OF MENDOCINO
FUNDING ALLOCATION AGREEMENT**

This Agreement, dated as of August 6th, 2019, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Ukiah Valley 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, 2020.

WHEREAS, the Ukiah Valley 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 2019-20. 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 2019-20, 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 One Thousand and Sixty Three Dollars (\$51,063);
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 2019-20, 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: Ukiah Valley Fire District
1500 S State Street
Ukiah, CA 95482
ATTN: Fire Chief

IN WITNESS WHEREOF

COUNTY OF MENDOCINO:

Carmel J. Angelo 7/15/19
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 1940

Line Item: 863113

Grant: ☐ Yes ☒ No

Grant No.: N/A

UKIAH VALLEY FIRE DISTRICT

By: [Signature]
Signature

By: DOUGLAS P. HORTONSON
Print Name

Title: FIRE CHIEF

NAME AND ADDRESS OF AGENCY:

Ukiah Valley Fire District

1500 South State Street

Ukiah, CA 95482

COUNTY OF MENDOCINO

By: [Signature]
CARRE BROWN, Chair
BOARD OF SUPERVISORS

Date: AUG 07 2019

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: [Signature]
Deputy AUG 07 2019

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: [Signature]
Deputy AUG 07 2019

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: [Signature]
Deputy

Date: 7/16/19

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 7-19-19

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO

Date: 7-19-19

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 - PROPOSED CALCULATION SPREADSHEET (approximations)

Approved 2017/18 funding 485,522 Approved 2018/19 funding 488,000
 Implemented decrease for 2019/20 -73,522 <== (enter number to auto calculate)
 Percent decrease calc -15%
 New Total \$ 412,000

\$ 200,000 = Total Basic \$ \$ 212,000 = Total Population \$

calculated amounts ==>	10,000	= Basic amount	2.41	= per capita amount			
District Name	Basic	JPA's	Population	Population Distrib	JPA's	Total 2019-20 Distrib	JPA's
Albion-Little River FPD	10,000		1,392	3,349		13,349	
Anderson Valley CSD	10,000		3,068	7,382		17,382	
Brooktrails CSD	10,000		3,350	8,060		18,060	
Comptche CSD	10,000		501	1,205		11,205	
Covelo FPD	10,000		2,645	6,364		16,364	
Elk CSD	10,000		375	903		10,903	
Fort Bragg City FD	0	10,000	7,250	17,444	35,426	17,444	45,426
Fort Bragg Rural FPD	10,000		7,474	17,982		27,982	
Hopland/Sanel V FPD	10,000		1,890	4,547		14,547	
Leggett Valley FPD	10,000		443	1,066		11,066	
Little Lake FPD	10,000		8,807	21,190		31,190	
Long Valley FPD	10,000		2,476	5,957		15,957	
Mendocino FPD	10,000		2,740	6,592		16,592	
Piercy FPD	10,000		126	303		10,303	
Potter Valley CSD	10,000		1,906	4,586		14,586	
Redwood Coast FPD	10,000		1,720	4,138		14,138	
Redwood V-Calpella FPD	10,000		6,836	16,448		26,448	
South Coast FPD	10,000		1,709	4,112		14,112	
Ukiah City FD	0	10,000	15,871	38,186	79,249	38,186	89,249
Ukiah Valley FPD	10,000		17,067	41,063		51,063	
Westport VFC	10,000		267	642		10,642	
Whale Gulch VFC	10,000		200	481		10,481	

Totals: 200,000 88,113 212,000 412,000
 49%

- 1.) Total allocations to decrease by -73,522 -15% from FY 2017/2018
- 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