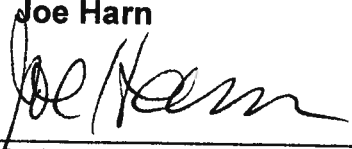


**EL DORADO COUNTY
BOARD OF SUPERVISORS
AGENDA TRANSMITTAL
MEETING OF October 9, 2001**

AGENDA TITLE: Amendment #1 to Supplement Funding Agreement for Rural Fire Districts

DEPARTMENT: Auditor-Controller	DATE: 10/04/01	CAO USE ONLY
CONTACT: Joe Harn 	PHONE: 621-5456	

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

The Auditor-Controller recommends the Board of Supervisors approve Amendment #1 to the Supplemental Funding Agreement for Rural Fire Districts for Enhanced Fire Protection and Emergency Medical Services.

CAO RECOMMENDATION:

CAO CONCURS

Financial impact? () Yes (X) No	Funding Source: () Gen Fund () Other
BUDGET SUMMARY:	CAO Office Use Only:
Total Est. Cost \$ _____	415's Vote Req'd. () Yes () No
Funding	Change in Policy () Yes () No
Budgeted \$ _____	New Personnel () Yes () No
New Funding \$ _____	CONCURRENCES:
Savings* \$ _____	Risk Management _____
Other \$ _____	County Counsel _____
Total Funding Available \$ _____	Other _____
Change in Net County Cost \$ -0-	

BOARD ACTIONS: 10/9/2001 - Chair authorized to sign.

Vote: Unanimous _____ Or _____

Ayes: Borelli, Baumann, Dupray, Humphreys, Solaro

Noes: None

Abstentions: None

Absent: None

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors.

Date: _____

Attest: DIXIE L. FOOTE, Board of Supervisors Clerk

By: _____



County of El Dorado
OFFICE OF AUDITOR-CONTROLLER

JOE HARN, CPA
Auditor-Controller

360 FAIR LANE
PLACERVILLE, CALIFORNIA 95667-4193
Phone: (530) 621-5487 Fax: (530) 295-2535

BOB TOSCANO
Assistant Auditor-Controller

October 4, 2001

El Dorado County
Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Subject: Amendment #1 to the Supplemental Funding Agreement for Rural Fire Districts for Enhanced Fire Protection and Emergency Medical Services

Dear Board Members:

Recommendation:

The Auditor-Controller recommends the Board of Supervisors approve Amendment #1 to the Supplemental Funding Agreement for Rural Fire Districts for Enhanced Fire Protection and Emergency Medical Services.

Reasons for Recommendation:

On August 28, 2001, your Board approved the Supplemental Funding Agreement for Rural Fire Districts for Enhanced Fire Protection and Emergency Medical Services based on the recommendation of the County Counsel, Mr. Green. The data used by Mr. Green in the preparation of Exhibit A to this contract was incorrect. I supplied this incorrect data directly to the County Counsel's Office. If your Board approves this item, the error will be corrected.

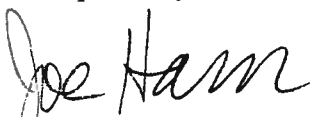
Fiscal Impact:

None.

Action to be Taken Following Approval:

The Board Chair will sign Amendment #1.

Respectfully,


Joe Harn
Auditor-Controller

**AMENDMENT I TO
AGREEMENT TO PROVIDE FUNDING FOR
FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES**

THIS FIRST AMENDMENT to Agreement To Provide Funding For Fire Protection and Emergency Medical Services, made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and the Fallen Leaf Lake Fire Protection District, Garden Valley Fire Protection District, Georgetown Fire Protection District, Latrobe Fire Protection District, Meeks Bay Fire Protection District, Mosquito Fire Protection District, Pioneer Fire Protection District, and the Rescue Fire Protection District (herein collectively referred to as "Districts").

WHEREAS, the County and the Districts hereto desire to amend the Agreement To Provide Funding For Fire Protection And Emergency Medical Services entered into on August 28, 2001.

NOW THEREFORE, The County and the Districts mutually agree to amend Part 1. Payment, Part 2. Trust Fund, and Exhibit A of the agreement to provide funding for fire protection and emergency services to read as follows:

1. Payment. County hereby agrees to appropriate and disburse the Supplemental Funds to each District in Fiscal Year 2001-2002. Each year thereafter that this agreement is effective, the County agrees to appropriate and disburse to the Districts the Supplemental Funds; provided, that the County shall have no obligation if the Board of Supervisors determines that the allocation of such funds for the purposes set forth herein, considered in light of the competing demands for County resources, would impair the provision of other important services or the achievement of County objectives. The formula for determining the amount of Supplemental Funds to be disbursed to each individual District is attached hereto as Revised Exhibit A. The payment shall be made at the same time the property tax revenue is distributed to the Districts. The calculation of Supplemental Funds shall be made upon reasonable estimates based on the prior year's tax revenues and growth in assessed values. Each year during this Agreement a new allocation shall be made to the Districts to provide each District with total funding equal to thirteen percent of the property tax within the boundaries of the District. During the term of this Agreement, the County hereby directs its Chief Administrative Officer to include funding for this Agreement in the proposed budget.

5. Trust Fund. In addition to the funding provided in paragraph 1 for the current fiscal year, County hereby agrees, in the manner and from the sources set forth below, to appropriate and deposit a total of \$692,945 into a fire district trust fund (Trust Fund) to be used for the sole and exclusive purpose of providing funds to assist in a

09-0415 C.3 3 of 8

transition in the event of cancellation of this agreement by the County. The parties agree that \$692,945 is the amount of Supplemental Funds due in Fiscal Year 2001-2002. The Trust Fund is intended to provide the Districts with sufficient revenue to fund an additional year of service and to provide sufficient time for the Districts to seek alternative funding sources, adjust service levels, make appropriate staffing adjustments, and implement a phase-out period of the service, if necessary. Moneys in the Trust Fund shall be used only in the manner and for the purposes set forth herein.

The County shall make annual deposits to the Trust Fund as follows. The County presently maintains an impound account that contains the revenues of the County's 1993 increase of 2% in the transient occupancy tax (Impound Account). The County's annual deposit to the Trust Fund shall be the lesser of the funds that come available for use in the Impound Account that year, as determined by County Counsel, or the amount necessary to bring the Trust Fund balance to \$692,945. County Counsel has already determined that sums will come available in the Impound Account as follows:

Fiscal Year 2001-2002	\$272,884.46
Fiscal Year 2002-2003	\$139,320.08
Fiscal Year 2003-2004	\$199,227.46
Fiscal Year 2004-2005	\$203,393.36

Notwithstanding the foregoing, in any year during its budget approval process, the County may, in its sole and absolute discretion, provide funding for the Trust Fund in excess of the annual or total amounts set forth above. Any interest earned on moneys in the Trust Fund shall be credited to the Trust Fund balance. If at any time during the term of this agreement, the funds in the Trust Account exceed the Supplemental Funds scheduled to be paid to the Districts in the then-current fiscal year, interest accrued in the Trust Account may be transferred to the County's general fund for the County's unrestricted use, provided that the transfer of interest shall not cause the Trust Fund balance to fall below the amount of Supplemental Funds due for that fiscal year. Further, except as provided immediately below, at no time may the County withdraw moneys from the Trust Fund so that the Trust Fund balance falls below \$692,945.

If the County gives the Districts at least twenty-four (24) months advance notice of termination, and makes all payments of Supplemental Funds due prior to the termination date, then moneys in the Trust Fund shall be disbursed to the County for its unrestricted use upon the date of payment of the final Supplemental Funds due under the agreement. This provision recognizes that by giving such notice of termination and providing the required Supplemental Funds, the County has accomplished the Trust Fund's purpose of providing a transition period. Alternatively, if at least twenty-four (24) months notice of termination has been given, the County, in its sole discretion, may utilize the Trust Fund to complete its payments of Supplemental Funds.

Except as herein amended, all other parts and sections of the Agreement To Provide Funding For Fire Protection and Emergency Medical Services shall remain unchanged and in full force and effect. .

REVISED EXHIBIT A

TO AGREEMENT TO PROVIDE FUNDING FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES

ALLOCATION OF PROPERTY TAX REVENUE BY COUNTY FOR INDIVIDUAL DISTRICTS

Currently each of the Districts under this agreement receives a percentage of the property tax revenue that is less than 13%. The County agrees to provide each District with sufficient revenue to provide the District with revenues equal to approximately 13% of the property tax revenue within the District's boundaries. The amount to be provided is set forth as follows:

1. **Fallen Leaf Lake Fire Protection District:** District currently receives approximately 2.84% of the property tax revenue within the District boundaries. Therefore, under this agreement, County agrees to provide the District with Supplemental Funds equal to approximately 10.16% of the property tax revenue within the boundaries of the District in order to increase the District's revenues to be equal to approximately 13% of the property tax revenue.
2. **Garden Valley Fire Protection District:** District currently receives approximately 7.95% of the property tax revenue within the District boundaries. Therefore, under this agreement, County agrees to provide the District with Supplemental Funds equal to approximately 5.05% of the property tax revenue within the boundaries of the District in order to increase the District's revenues to be equal to approximately 13% of the property tax revenue.
3. **Georgetown Fire Protection District:** District currently receives approximately 11.70% of the property tax revenue within the District boundaries. Therefore, under this agreement, County agrees to provide the District with Supplemental Funds equal to approximately 1.3% of the property tax revenue within the boundaries of the District in order to increase the District's revenues to be equal to approximately 13% of the property tax revenue.

4. **Latrobe Fire Protection District:** District currently receives approximately 5.41% of the property tax revenue within the District boundaries. Therefore, under this agreement, County agrees to provide the District with Supplemental Funds equal to approximately 7.59% of the property tax revenue within the boundaries of the District in order to increase the District's revenues to be equal to approximately 13% of the property tax revenue.

5. **Meeks Bay Fire Protection District:** District currently receives approximately 8.96% of the property tax revenue within the District boundaries. Therefore, under this agreement, County agrees to provide the District with Supplemental Funds equal to approximately 4.04% of the property tax revenue within the boundaries of the District in order to increase the District's revenues to be equal to approximately 13% of the property tax revenue.

6. **Mosquito Fire Protection District:** District currently receives approximately 10.29% of the property tax revenue within the District boundaries. Therefore, under this agreement, County agrees to provide the District with Supplemental Funds equal to approximately 2.71% of the property tax revenue within the boundaries of the District in order to increase the District's revenues to be equal to approximately 13% of the property tax revenue.

7. **Pioneer Fire Protection District:** District currently receives approximately 8.65% of the property tax revenue within the District boundaries. Therefore, under this agreement, County agrees to provide the District with Supplemental Funds equal to approximately 4.35% of the property tax revenue within the boundaries of the District in order to increase the District's revenues to be equal to approximately 13% of the property tax revenue.

8. **Rescue Fire Protection District:** District currently receives approximately 10.55% of the property tax revenue within the District boundaries. Therefore, under this agreement, County agrees to provide the District with Supplemental Funds equal to approximately 2.45% of the property tax revenue within the boundaries of the District in order to increase the District's revenues to be equal to 13% of the property tax revenue.

IN WITNESS WHEREOF: Amendment I to Agreement To Provide Funding For Fire Protection And Emergency Medical Services is executed on the date first above written.

COUNTY OF EL DORADO

Date: October 9, 2001

By *Penny Humphreys*
PENNY HUMPHREYS

ATTEST: DIXIE L. FOOTE, Clerk
of the Board of Supervisors
*Mara... L. M...
By*

Date: _____
District

By _____
Fallen Leaf Lake Fire Protection



Date: _____

By _____
Garden Valley Fire Protection District



Date: _____

By _____
Georgetown Fire Protection District



Date: 13 NOVEMBER 2001

By *[Signature]*
Latrobe Fire Protection District



Date: _____

By _____
Meeks Bay Fire Protection District



Date: _____

By _____
Mosquito Fire Protection District



Date: _____

By _____
Pioneer Fire Protection District



Date: _____

By _____
Rescue Fire Protection District

