

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

This agreement is entered into this 28th day of August, 2001, by and between the County of El Dorado ("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 Districts receive a disproportionately small percentage of the property tax base and of the property tax increment as a result of the property tax allocation formula dictated under Proposition 13; and

WHEREAS, the Districts serve large, rural areas of the County and providing the best possible fire protection and emergency medical services for the areas is of the highest priority to the County and the Districts; and

WHEREAS, providing additional funding for fire protection and emergency medical services helps preserve life, property, and the property tax base; and

WHEREAS, the County has agreed to provide additional funding for fire protection and emergency medical services to the Districts so that the amount of property tax revenues received by each District, plus the revenues received under this agreement, will equal approximately thirteen percent (13%) of the property tax revenue within the respective District's tax rate areas. (The amount of funds contributed annually under this agreement will be based on estimates utilizing the prior year's tax revenues and growth in assessed values. Therefore, references in this agreement to amounts equaling 13% of tax revenues should be recognized as approximations.) For purposes of this agreement, said amount of additional funding shall be referred to as the Supplemental Funds; and

WHEREAS, the Districts have agreed to use such additional funding to enhance the level of service to its residents; and

WHEREAS, it is the County's desire to assist the Districts in achieving long-term stability. This agreement constitutes an expression of intent by the County to make the payments called for in this agreement. However, the Districts recognize that the County is responsible for all aspects of the public welfare, that the County's revenue sources are themselves unpredictable, and that the County cannot commit legally to make appropriations beyond the current fiscal year; and

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WHEREAS, in recognition of the County's legal inability to make appropriations beyond the current fiscal year, the County has agreed to establish a reserve fund as set forth in this agreement to provide for a transition in the event of termination of this agreement, and the Districts recognize that in the event of termination of this agreement the availability of the reserve fund then in existence will be the full extent of County's financial obligations under this agreement.

NOW THEREFORE, for due consideration, receipt of which is hereby acknowledged, the parties hereto agree 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 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.
2. Use of Funds. The Districts agree to use the funds provided herein for improving fire protection and emergency medical services to the residents of the Districts. The funds received by the Districts shall be used exclusively for the purpose of providing equipment and manpower to provide enhanced fire protection and emergency medical services within the Districts.
3. Term. This Agreement shall continue until canceled as provided in paragraph 4. It is the intent of the parties hereto that this Agreement shall be effective for a period of at least five years.
4. Cancellation. Any party may, by majority vote of its governing Board, elect to cancel this Agreement to Provide Funding for Fire Protection Services as to such party, by providing written notice of termination to all other parties. Termination shall be effective upon giving of notice in the manner prescribed in Paragraph 6, or such later date as may be specified in the notice. A District may terminate this agreement by giving notice at any time. County may terminate this agreement effective as to any fiscal year by

giving notice not later than ten (10) days after adoption of the final budget for that year by the Board of Supervisors. County shall not cancel this agreement without making a specific finding that the allocation of Supplemental 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. Within thirty (30) days of cancellation, County shall pay to Districts the funds retained in Trust as set forth in Paragraph 5. The trust funds shall be allocated among the Fire Districts in the same proportion as the Supplemental Funds which would have been received by each Fire District bears to the total Supplemental Funds which would have been distributed to all of the Fire Districts under this agreement during the fiscal year had the agreement remained in effect. Cancellation of this Agreement by one District shall not affect the agreement between the County and the remaining Districts. No distribution of trust funds shall be made in connection with termination by any or all Fire Districts.

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 \$585,326 into a fire district trust fund (Trust Fund) to be used for the sole and exclusive purpose of providing funds to assist in a transition in the event of cancellation of this agreement by the County. The parties agree that \$585,326 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 \$585,326. 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 \$585,326.

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.

6. Notice. All notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

County: Chief Administrative Officer
County of El Dorado
330 Fair Lane
Placerville, CA 95667

County Auditor
County of El Dorado
330 Fair Lane
Placerville, CA 95667

With a copy to: County Counsel
County of El Dorado
330 Fair Lane
Placerville, CA 95667

Districts: See List of Districts attached as Exhibit B

With a copy to: William M. Wright
Law Offices of William M. Wright
2828 Easy Street, Suite 1
Placerville, CA 95667

Nothing hereinabove shall prevent either the Districts or the County from personally delivering any such notices to the other.

7. Warranty of Authority. The parties signing this agreement warrant to the other that the persons executing this Agreement on behalf of the respective parties have been duly authorized to sign this Agreement and perform its terms.

8. Entire Agreement. This agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and no addition to or modification of any term or provisions shall be effective unless set forth in writing by all parties hereto.

9. Severability. If any phrase, sentence, clause or provision of this agreement is held invalid, the balance of the agreement shall not be affected and the agreement shall be construed to the fullest extent of the law to effectuate the terms of this agreement.

10. California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California

11. Waivers. No waiver by any party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

12. Counterparts. This Agreement shall be valid upon approval by the County as to each individual District that has approved the agreement. Failure of one or more individual Districts to approve this Agreement shall not affect the validity of this Agreement with respect to the Districts that have approved the Agreement.

This Agreement and any and all other agreements, documents or certificates to be entered into by the parties with respect to the subject matter hereof, may be executed in multiple counterparts. Each such executed counterpart shall be considered an original, and taken together, shall constitute one and the same document. Any signature, notice or other communication with respect to the subject matter hereof may be given by telex, telecopy or other facsimile transmission, the transmission of which shall be concurrently or immediately followed by delivery (personal or by express mail) of any original thereof, and the party receiving a facsimile transmission shall be entitled to rely upon such facsimile to the same extent as if it were an original.

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This agreement shall not be modified, amended or revised without the mutual agreement of all parties hereto.

IN WITNESS WHEREOF: This agreement is executed on the date first above written.

COUNTY OF EL DORADO

Date: August 28, 2001

By Penny Humphreys
PENNY HUMPHREYS

ATTEST: DIXIE L. FOOHE, Clerk
of the Board of Supervisors
By Margaret E. Moody
SECRETARY

Date: November 11, 2001

By Steve R. Mitchell
Fallen Leaf Lake Fire Protection District

Date: _____

By _____
Garden Valley Fire Protection District

Date: _____

By _____
Georgetown Fire Protection District

Date: _____

By _____
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

This agreement shall not be modified, amended or revised without the mutual agreement of all parties hereto.

IN WITNESS WHEREOF: This agreement is executed on the date first above written.

COUNTY OF EL DORADO

Date: August 28, 2001

By *Penny Humphreys*
PENNY HUMPHREYS

ATTEST: DIXIE L. FORTNE, Clerk
of the Board of Supervisors
By *Margaret E. Moody*
DEPUTY

Date: _____

By _____
Fallen Leaf Lake Fire Protection District

Date: 11-7-01

By *Nancy E. Allen*
Garden Valley Fire Protection District

Date: _____

By _____
Georgetown Fire Protection District

Date: _____

By _____
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

This agreement shall not be modified, amended or revised without the mutual agreement of all parties hereto.

IN WITNESS WHEREOF: This agreement is executed on the date first above written.

COUNTY OF EL DORADO

Date: August 28, 2001

By *Penny Humphreys*
PENNY HUMPHREYS

ATTEST: DIXIE L. FOOHE, Clerk
of the Board of Supervisors
By *Margaret E. Moody*
DEPUTY

Date: _____

By _____
Fallen Leaf Lake Fire Protection District

Date: _____

By _____
Garden Valley Fire Protection District

Date: 3/13/02

By *[Signature]*
Georgetown Fire Protection District

Date: _____

By _____
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

This agreement shall not be modified, amended or revised without the mutual agreement of all parties hereto.

IN WITNESS WHEREOF: This agreement is executed on the date first above written.

COUNTY OF EL DORADO

Date: August 28, 2001

By Penny Humphreys
PENNY HUMPHREYS

ATTEST: DIXIE L. FOGGIE, Clerk
of the Board of Supervisors
By Margaret E. Moody

Date: _____

By _____
Fallen Leaf Lake Fire Protection District

Date: _____

By _____
Garden Valley Fire Protection District

Date: _____

By _____
Georgetown Fire Protection District

Date: Oct 08/01

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

This agreement shall not be modified, amended or revised without the mutual agreement of all parties hereto.

IN WITNESS WHEREOF: This agreement is executed on the date first above written.

COUNTY OF EL DORADO

Date: August 28, 2001

By *Penny Humphreys*
PENNY HUMPHREYS

ATTEST: DIXIE L. FOCHE, Clerk
of the Board of Supervisors

By *Margaret E. Moody*
DEPUTY

Date: *9/2*

By _____
Fallen Leaf Lake Fire Protection District

Date: _____

By _____
Garden Valley Fire Protection District

Date: _____

By _____
Georgetown Fire Protection District

Date: _____

By _____
Latrobe Fire Protection District

Date: Sept 27, 2001

By *Jake B. Page*
Meeks Bay Fire Protection District

Date: _____

By _____
Mosquito Fire Protection District

Date: _____

By _____
Pioneer Fire Protection District

Date: _____

By _____
Rescue Fire Protection District

This agreement shall not be modified, amended or revised without the mutual agreement of all parties hereto.

IN WITNESS WHEREOF: This agreement is executed on the date first above written.

COUNTY OF EL DORADO

Date: August 28, 2001

By *Penny Humphreys*
PENNY HUMPHREYS

ATTEST: DIXIE L. FOOBLE, Clerk
of the Board of Supervisors

By *Margaret E. Moody*
DEPUTY

Date: _____

By _____
Fallen Leaf Lake Fire Protection District

Date: _____

By _____
Garden Valley Fire Protection District

Date: _____

By _____
Georgetown Fire Protection District

Date: _____

By _____
Latrobe Fire Protection District

Date: _____

By _____
Meeks Bay Fire Protection District

Date: Oct 11, 2001

By *D. T. Stone*
Mosquito Fire Protection District

Date: _____

By _____
Pioneer Fire Protection District

Date: _____

By _____
Rescue Fire Protection District

This agreement shall not be modified, amended or revised without the mutual agreement of all parties hereto.

IN WITNESS WHEREOF: This agreement is executed on the date first above written.

COUNTY OF EL DORADO

Date: August 28, 2001

By *Penny Humphreys*
PENNY HUMPHREYS

ATTEST: DIXIE L. FOGGIE, Clerk
of the Board of Supervisors

By *Margaret E. Moody*
DEPUTY

Date: _____

By _____
Fallen Leaf Lake Fire Protection District

Date: _____

By _____
Garden Valley Fire Protection District

Date: _____

By _____
Georgetown Fire Protection District

Date: _____

By _____
Latrobe Fire Protection District

Date: _____

By _____
Meeks Bay Fire Protection District

Date: _____

By _____
Mosquito Fire Protection District

Date: October 9, 2001

By *[Signature]*
Pioneer Fire Protection District

Date: _____

By _____
Rescue Fire Protection District

This agreement shall not be modified, amended or revised without the mutual agreement of all parties hereto.

IN WITNESS WHEREOF: This agreement is executed on the date first above written.

COUNTY OF EL DORADO

Date: August 28, 2001

By Penny Humphreys
PENNY HUMPHREYS

ATTEST: DIXIE L. FOGGIE, Clerk
of the Board of Supervisors

By Margaret E. Moody
SECRETARY

Date: _____

By _____
Fallen Leaf Lake Fire Protection District

Date: _____

By _____
Garden Valley Fire Protection District

Date: _____

By _____
Georgetown Fire Protection District

Date: _____

By _____
Latrobe Fire Protection District

Date: _____

By _____
Meeks Bay Fire Protection District

Date: _____

By _____
Mosquito Fire Protection District

Date: _____

By _____
Pioneer Fire Protection District

Date: Sept 16, 2001

By F Carpintero
Rescue Fire Protection District

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 6.53% 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 6.47% 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 7.05% 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 5.95% 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 11.67% 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 1.33% 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 7.03% 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 5.97% 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 7.34% 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 5.66% 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 9.99% 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 3.01% 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 9.17% 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 3.83% 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 10.23% 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 2.77% 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.

EXHIBIT B

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

LIST OF DISTRICTS

Fallen Leaf Lake Fire Protection District
P.O. Box 9415
South Lake Tahoe, CA 96158

Garden Valley Fire Protection District
4860 Marshall Road
Garden Valley, CA 95633

Georgetown Fire Protection District
P.O. Box 420
Georgetown, CA 95634

Latrobe Fire Protection District
7660 South Shingle Road
Shingle Springs, CA 95682

Meeks Bay Fire Protection District
P.O. Box 189
Tahoma, CA 96142

Mosquito Fire Protection District
2300 Mosquito Cut-Off Road
Placerville, CA 95667

Pioneer Fire Protection District
P.O. Box 128
Somerset, CA 95684

Rescue Fire Protection District
P.O. Box 102
5221 Deer Valley Road
Rescue, CA 95672