

COUNTY OF HUMBOLDT

AGENDA ITEM NO.  
**C-9**

For the meeting of: May 31, 2016

Date: May 13, 2016  
To: Board of Supervisors  
From: Amy S. Nilsen, County Administrative Officer *AN*  
Subject: Measure Z Contract with Kneeland, Blue Lake and Willow Creek Fire Protection Districts

RECOMMENDATION(S):

That the Board of Supervisors:

1. Authorize the Chair of the Board to execute agreements with Kneeland, Blue Lake and Willow Creek Fire Protection Districts for Measure Z funding, a local half-cent sales tax; and
2. Direct the Clerk of the Board to return two copies of all of the agreements to the County Administrative Office for processing.

SOURCE OF FUNDING: General Fund – Measure Z

DISCUSSION:

In November of 2014 the citizens of Humboldt County approved a half-cent local sales and use tax. After the passing of this tax, your Board created the Citizens' Advisory Committee on Measure Z expenditures. In May of 2015 the committee made recommendations to the County Administrative Office on the use of

Prepared by Elishia Hayes CAO Approval *Cheryl Dillingham*  
REVIEW: Auditor *he* County Counsel *JA* Human Resources *KL* Other \_\_\_\_\_

TYPE OF ITEM:  
 Consent  
 Departmental  
 Public Hearing  
 Other \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT**  
Upon motion of Supervisor Fennell Seconded by Supervisor Bass  
Ayes Sundberg, Fennell, Lovelace, Bass, Bohn  
Nays \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:

Board Order No. H-1  
Meeting of: 2/9/16

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: May 31, 2016  
By: *Kathy Hayes*  
Kathy Hayes, Clerk of the Board

these funds, included with these recommendations was a secondary list to be considered for allocation during mid-year budget review if remaining unspent Measure Z funding permitted. As a result of the mid-year review approved by the Board of Supervisors on February 9, 2016, those secondary recommendations were not sufficient to expend the remaining funding. The County Administrative Office (CAO) was instructed to accept one-time proposals from current Measure Z recipients that support and enhance service sustainability for the remaining unspent FY 2015-16 Measure Z funds.

The CAO returned to your Board on March 15, 2016 to present the supplemental applications received from the Humboldt County Fire Chiefs' Association (HCFCFA), Humboldt County Public Works Aviation Division, City of Rio Dell and Humboldt County Code Enforcement Unit. Your Board approved an allocation in the amount of \$63,214 to be distributed to HCFCFA to maintain Emergency Services through June 30, 2016, in the critical emergency Service Gap Area that has been identified through the sustainable fire services planning efforts associated with the current HCFCFA Measure Z project. Kneeland, Blue Lake and Willow Creek Fire Protection Districts are the agencies providing the response as described in the supplemental application. Before your Board today are those executed contracts for services allocating Kneeland Fire Protection District \$12,734, Blue Lake Fire Protection District \$23,741 and Willow Creek Fire Protection District \$26,739. The final step in the allocation of these funds is to approve the contract with Kneeland, Blue Lake and Willow Creek Fire Protection Districts.

The Kneeland, Blue Lake and Willow Creek Fire Protection District contracts are from January 1, 2016 to June 30, 2016 with a maximum compensation amount of \$63,214 for response to the critical emergency Service Gap Area.

All Measure Z contracts will be on a reimbursement basis. Kneeland, Blue Lake and Willow Creek Fire Protection Districts will submit monthly invoices to the County Administrative Office along with a monthly report in order to receive payment. In addition, each contractor will provide an annual report.

These contracts come to your Board after the effective date due to time constraints in preparing and reviewing the contract and allowing for a timeframe that permits for the full use of funding.

FINANCIAL IMPACT:

The total allocation of Measure Z dollars related to this contract is \$63,214. This funding is available due to salary savings from county departments.

This agenda item supports the Board's Strategic Framework by creating opportunities for improved health and safety and protecting vulnerable populations.

OTHER AGENCY INVOLVEMENT:       None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the contracts. This is not recommended as this will leave these outside agencies without any way to receive Board approved allocation of Measure Z funds.

ATTACHMENTS:

1. Kneeland Fire Protection District Measure Z contract
2. Blue Lake Fire Protection District Measure Z contract
3. Willow Creek Fire Protection District Measure Z contract

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
KNEELAND FIRE PROTECTION DISTRICT  
FOR FISCAL YEAR 2015-2016**

This Memorandum of Understanding ("MOU"), entered into this 31<sup>st</sup> day of May, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Kneeland Fire Protection District, hereinafter referred to as "KFPD," is made upon the following considerations:

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; and

WHEREAS, COUNTY placed a one-half (.5) cent local sales and use tax measure, known as "Measure Z," on the November 2014 ballot to maintain and improve essential services; and

WHEREAS, Measure Z was passed by the voters of Humboldt County on November 4, 2014 and became operative on April 1, 2015; and

WHEREAS, due to the passage of Measure Z, COUNTY has additional funding to maintain and improve essential services, including, without limitation: law enforcement services; emergency response services; illegal marijuana cultivation enforcement and prevention; child abuse enforcement and prevention; crime investigation and prosecution; substance abuse rehabilitation; mental health treatment; rural fire protection, road repairs; and other necessary services relating to the areas of health, law enforcement and public safety; and

WHEREAS, COUNTY created a nine (9) member Citizens Advisory Committee to review Measure Z funding applications and make recommendations to the Humboldt County Board of Supervisors; and

WHEREAS, on February 26, 2016, the Humboldt County Fire Chief's Association ("HCFCA") submitted a supplemental proposal for unspent Measure Z funds requesting an allocation of Sixty Three Thousand Two Hundred Fourteen Dollars (\$63,214.00) to maintain Emergency Services, through June 30, 2016, in a critical emergency Service Gap Area that has been identified through the sustainable fire services planning efforts associated with the current HCFCA Measure Z project; and

WHEREAS, KFPD has been providing Emergency Services, including responding to traffic collisions and medical emergencies, in the Service Gap Area on a good-will basis; and

WHEREAS, HCFCA has proposed that Twelve Thousand Seven Hundred Thirty Four Dollars (\$12,734.00) of the Measure Z funding requested thereby be allocated to KFPD for the personnel, operational and travel costs incurred while providing Emergency Services to the Service Gap Area through June 30, 2016; and

WHEREAS, on March 15, 2016, the Humboldt County Board of Supervisors approved the supplemental proposal for unspent Measure Z funds submitted by HCFCA in the amount of Sixty Three Thousand Two Hundred Fourteen Dollars (\$63,214.00) through June 30, 2016; and

WHEREAS, COUNTY and KFPD desire to enter into an agreement which sets forth each party's rights and responsibilities regarding the expenditure of Measure Z funds allocated to HCFCFA.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the parties hereto mutually agree as follows:

1. DEFINITIONS:

- A. Service Gap Area. As used herein, the term "Service Gap Area" shall mean the geographic area bordering the Kneeland, Blue Lake and Willow Creek Fire Protection Districts, that does not fall within any of the aforementioned district boundaries, with the majority of the area being the Highway 299 corridor between Willow Creek and Blue Lake; and Maple Creek, Butler Valley, Snow Camp, Friday Ridge, Three Creeks, Horse Mountain, Chezem, and Redwood Valley areas.
- B. Emergency Services. As used herein, the term "Emergency Services" shall mean services provided by KFPD within the scope of its typical firefighter activities, including, without limitation, basic life support and physical rescue.

2. COUNTY OBLIGATIONS:

COUNTY will provide KFPD an amount not to exceed Twelve Thousand Seven Hundred Thirty Four Dollars (\$12,734.00) of Measure Z funding to allow for the continued provision of Emergency Services in the Service Gap Area.

3. KFPD OBLIGATIONS:

- A. Scope of Services. KFPD will continue to provide Emergency Services in the Service Gap Area as set forth in Exhibit A – Proposal for Excess Measure Z Funding, which is attached hereto and incorporated herein by reference.
- B. Quarterly and Final Reports. KFPD will provide quarterly and final reports to COUNTY as set forth in Exhibit B – Quarterly and Final Summary Reports, which is attached hereto and incorporated herein by reference. Any and all quarterly and final reports required hereunder shall be prepared using the COUNTY's standard Measure Z report form, which is attached hereto as Exhibit C – Quarterly and Final Report Form and incorporated herein by reference.
- C. Recognition of Measure Z Funding. KFPD shall cooperate with COUNTY efforts to recognize Measure Z funding. Such recognition may take the form of press releases, photos and adhesives to equipment.

4. TERM:

This MOU shall begin on January 1, 2016 and shall remain in full force and effect until June 30, 2016, unless sooner terminated as provided herein.

5. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, KFPD fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply

with the terms of this MOU, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this MOU immediately, upon notice.

- B. Without Cause. COUNTY may terminate this MOU without cause upon thirty (30) days advance written notice to KFPD. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this MOU are contingent upon the availability of local funding resulting from the sales and use tax established by Measure Z. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide KFPD seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this MOU, KFPD shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this MOU by KFPD.

6. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, including, but not limited to, the depreciation expense that is incurred by having the proper equipment available and prepared for the provision of Emergency Services in the Service Gap Area, pursuant to the terms and conditions of this MOU is Twelve Thousand Seven Hundred Thirty Four (\$12,734.00). KFPD agrees to perform all services required by this MOU for an amount not to exceed such maximum dollar amount. However, if the allocation of local funding resulting from the sales and use tax established by Measure Z is reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this MOU as provided herein.
- B. Schedule of Rates. KFPD shall set forth the specific rates and costs applicable to this MOU using the COUNTY's standard Measure Z budget form, which is attached hereto as Exhibit D – Schedule of Rates and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by KFPD, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of KFPD. KFPD shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which KFPD estimates that the maximum payable amount will be reached.

7. PAYMENT:

KFPD shall submit to COUNTY quarterly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU. Invoices shall be in the format set forth in Exhibit E – Measure Z Invoice Form, which is attached hereto and incorporated herein by reference. KFPD shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination date of this MOU. Payment for services rendered, and costs and expenses incurred, including, but not limited to, the depreciation expense that is incurred by having the proper equipment available and prepared for the provision of Emergency Services in the

Service Gap Area, pursuant to the terms and conditions of this MOU will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by KFPD shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Administrative Office  
Attention: Elishia Hayes  
825 5<sup>th</sup> Street, Room 112  
Eureka, CA 95501

8. NOTICES:

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Administrative Office  
Attention: Cheryl Dillingham, Interim CAO  
825 Fifth Street, Room 112  
Eureka, CA 95501-1153

KFPD: Kneeland Fire Protection District  
Attention: Rick Hardin  
6201 Greenwood Heights  
Kneeland, CA 95549

9. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. KFPD agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this MOU.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of KFPD, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this MOU. KFPD hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. KFPD further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this MOU, including, but not limited to, the costs of administering this MOU.

- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of such audit. If the allowable expenditures cannot be determined because KFPD's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

KFPD agrees that COUNTY has the right to monitor all activities related to this MOU, including, without limitation, the right to review and monitor KFPD's records, programs or procedures, at any time, as well as the overall operation of KFPD's programs, in order to ensure compliance with the terms and conditions of this MOU. KFPD will cooperate with a corrective action plan, if deficiencies in KFPD's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by KFPD pursuant to the terms of this MOU.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, KFPD may receive information that is confidential under local, state or federal law. KFPD hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations, and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, KFPD, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status,

medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. KFPD further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51 et, seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this MOU by reference and made a part hereof as if set forth in full.

13. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

KFPD certifies by its signature below that it is not a Nuclear Weapons Contractor, in that KFPD is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. KFPD agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if KFPD subsequently becomes a Nuclear Weapons Contractor.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. KFPD shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, KFPD's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of insurance, if required by this MOU, does not relieve KFPD from liability under this provision. This provision shall apply to all claims for damages related to the services performed by KFPD pursuant to the terms and conditions of this MOU regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by KFPD hereunder.

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15. INSURANCE REQUIREMENTS:

This MOU shall not be executed by COUNTY, and KFPD is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting KFPD's indemnification obligations provided for herein, KFPD shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this MOU, and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in the State of California and with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of KFPD and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability of no less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which KFPD may be exposed to liability. KFPD shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of KFPD. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
  - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
  - c. Is the primary insurance with regard to COUNTY.
  - d. Does not contain a pro-rata, excess only and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that KFPD shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
  4. For claims related to this MOU, KFPD's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to KFPD's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the provisions of this MOU, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
  6. KFPD shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this MOU. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If KFPD does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this MOU, take out the necessary insurance, and KFPD agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to KFPD under this MOU.
  7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and KFPD shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this MOU shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

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COUNTY: County of Humboldt  
Attention: Risk Management  
825 5th Street, Room 131  
Eureka, California 95501

KFPD: Kneeland Fire Protection District  
Attention: Rick Hardin  
6201 Greenwood Heights  
Kneeland, CA 95549

16. RELATIONSHIP OF PARTIES:

It is understood that this is an MOU by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that KFPD shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. KFPD shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

KFPD agrees to comply with any and all local, state and federal laws and regulations applicable to the services provided pursuant to the terms and conditions of this MOU. KFPD further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this MOU is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

20. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by KFPD in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision

shall not be applicable to service agreements or other arrangements usually or customarily entered into by KFPD to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

23. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU. In no event shall any payment by COUNTY constitute a waiver of any breach of this MOU or any default which may then exist on the part of KFPD. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and KFPD shall promptly refund, any funds disbursed to KFPD, which in the judgment of COUNTY were not expended in accordance with the terms of this MOU.

24. STANDARD OF PRACTICE:

KFPD warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. KFPD's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this MOU.

26. AMENDMENT:

This MOU may be amended at any time during the term of this MOU upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.

27. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this MOU prepared and/or submitted by KFPD shall become the property of COUNTY. However, KFPD may retain copies of such documents and information for its records. In the event of termination of this MOU, for any reason whatsoever, KFPD shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

28. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in

the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

29. ADVERTISING AND MEDIA RELEASE:

All informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. COUNTY shall provide to KFPD suggested language for all press releases and a Measure Z logo. In addition, KFPD shall inform COUNTY of all requests for interviews by media related to this MOU before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to the County Administrative Officer.

30. SUBCONTRACTS:

KFPD shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this MOU, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. KFPD shall remain legally responsible for the performance of all terms and conditions of this MOU, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

31. SURVIVAL:

The duties and obligations of the parties set forth in Section 5(D) – Compensation Upon Termination, Section 9 – Record Retention and Inspection, Section 11 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this MOU.

32. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this MOU, the terms and conditions set forth herein shall have priority.

33. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

34. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this MOU are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this MOU.

35. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party.

Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

36. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

37. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this MOU as of the first date written above.

**KNEELAND FIRE PROTECTION DISTRICT:**

By: Michael E. Davis

Date: 4/9/16

Name: MICHAEL E. DAVIS

Title: PRESIDENT KFPD

**COUNTY OF HUMBOLDT:**

By: Mark Lovelace

Date: 5-31-16

Mark Lovelace  
Chair Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: R. G. Gaudin  
Risk Analyst

Date: 5/24/16

**LIST OF EXHIBITS:**

- Exhibit A – Proposal for Excess Measure Z Funding
- Exhibit B – Quarterly and Final Summary Reports
- Exhibit C – Quarterly and Final Report Form
- Exhibit D – Schedule of Rates
- Exhibit E – Measure Z Invoice Form

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
BLUE LAKE FIRE PROTECTION DISTRICT  
FOR FISCAL YEAR 2015-2016**

This Memorandum of Understanding ("MOU"), entered into this 31<sup>st</sup> day of May, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Blue Lake Fire Protection District, hereinafter referred to as "BLFPD," is made upon the following considerations:

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; and

WHEREAS, COUNTY placed a one-half (.5) cent local sales and use tax measure, known as "Measure Z," on the November 2014 ballot to maintain and improve essential services; and

WHEREAS, Measure Z was passed by the voters of Humboldt County on November 4, 2014 and became operative on April 1, 2015; and

WHEREAS, due to the passage of Measure Z, COUNTY has additional funding to maintain and improve essential services, including, without limitation: law enforcement services; emergency response services; illegal marijuana cultivation enforcement and prevention; child abuse enforcement and prevention; crime investigation and prosecution; substance abuse rehabilitation; mental health treatment; rural fire protection, road repairs; and other necessary services relating to the areas of health, law enforcement and public safety; and

WHEREAS, COUNTY created a nine (9) member Citizens Advisory Committee to review Measure Z funding applications and make recommendations to the Humboldt County Board of Supervisors; and

WHEREAS, on February 26, 2016, the Humboldt County Fire Chief's Association ("HCFCA") submitted a supplemental proposal for unspent Measure Z funds requesting an allocation of Sixty Three Thousand Two Hundred Fourteen Dollars (\$63,214.00) to maintain Emergency Services, through June 30, 2016, in a critical emergency Service Gap Area that has been identified through the sustainable fire services planning efforts associated with the current HCFCA Measure Z project; and

WHEREAS, BLFPD has been providing Emergency Services, including responding to traffic collisions and medical emergencies, in the Service Gap Area on a good-will basis; and

WHEREAS, HCFCA has proposed that Twenty Three Thousand Seven Hundred Forty One Dollars (\$23,741.00) of the Measure Z funding requested thereby be allocated to BLFPD for the personnel, operational and travel costs incurred while providing Emergency Services to the Service Gap Area through June 30, 2016; and

WHEREAS, on March 15, 2016, the Humboldt County Board of Supervisors approved the supplemental proposal for unspent Measure Z funds submitted by HCFCA in the amount of Sixty Three Thousand Two Hundred Fourteen Dollars (\$63,214.00) through June 30, 2016; and



WHEREAS, COUNTY and BLFPD desire to enter into an agreement which sets forth each party's rights and responsibilities regarding the expenditure of Measure Z funds allocated to HCFCA.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the parties hereto mutually agree as follows:

1. DEFINITIONS:

- A. Service Gap Area. As used herein, the term "Service Gap Area" shall mean the geographic area bordering the Kneeland, Blue Lake and Willow Creek Fire Protection Districts, that does not fall within any of the aforementioned district boundaries, with the majority of the area being the Highway 299 corridor between Willow Creek and Blue Lake; and Maple Creek, Butler Valley, Snow Camp, Friday Ridge, Three Creeks, Horse Mountain, Chezem, and Redwood Valley areas, excluding the Korbel contract area.
- B. Emergency Services. As used herein, the term "Emergency Services" shall mean services provided by BLFPD within the scope of its typical firefighter activities, including, without limitation, basic life support and physical rescue.

2. COUNTY OBLIGATIONS:

COUNTY will provide BLFPD an amount not to exceed Twenty Three Thousand Seven Hundred Forty One Dollars (\$23,741.00) of Measure Z funding to allow for the continued provision of Emergency Services in the Service Gap Area.

3. BLFPD OBLIGATIONS:

- A. Scope of Services. BLFPD will continue to provide Emergency Services in the Service Gap Area as set forth in Exhibit A – Proposal for Excess Measure Z Funding, which is attached hereto and incorporated herein by reference.
- B. Quarterly and Final Reports. BLFPD will provide quarterly and final reports to COUNTY as set forth in Exhibit B – Quarterly and Final Summary Reports, which is attached hereto and incorporated herein by reference. Any and all quarterly and final reports required hereunder shall be prepared using the COUNTY's standard Measure Z report form, which is attached hereto as Exhibit C – Quarterly and Final Report Form and incorporated herein by reference.
- C. Recognition of Measure Z Funding. BLFPD shall cooperate with COUNTY efforts to recognize Measure Z funding. Such recognition may take the form of press releases, photos and adhesives to equipment.

4. TERM:

This MOU shall begin on January 1, 2016 and shall remain in full force and effect until June 30, 2016, unless sooner terminated as provided herein.

5. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, BLFPD fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply

with the terms of this MOU, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this MOU immediately, upon notice.

- B. Without Cause. COUNTY may terminate this MOU without cause upon thirty (30) days advance written notice to BLFPD. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this MOU are contingent upon the availability of local funding resulting from the sales and use tax established by Measure Z. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide BLFPD seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this MOU, BLFPD shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this MOU by BLFPD.

6. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU is Twenty Three Thousand Seven Hundred Forty One Dollars (\$23,741.00). BLFPD agrees to perform all services required by this MOU for an amount not to exceed such maximum dollar amount. However, if the allocation of local funding resulting from the sales and use tax established by Measure Z is reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this MOU as provided herein.
- B. Schedule of Rates. BLFPD shall set forth the specific rates and costs applicable to this MOU using the COUNTY's standard Measure Z budget form, which is attached hereto as Exhibit D – Schedule of Rates and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by BLFPD, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of BLFPD. BLFPD shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which BLFPD estimates that the maximum payable amount will be reached.

7. PAYMENT:

BLFPD shall submit to COUNTY quarterly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU. Invoices shall be in the format set forth in Exhibit E – Measure Z Invoice Form, which is attached hereto and incorporated herein by reference. BLFPD shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination date of this MOU. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by BLFPD shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Administrative Office  
Attention: Elishia Hayes  
825 5<sup>th</sup> Street, Room 112  
Eureka, CA 95501

8. NOTICES:

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Administrative Office  
Attention: Cheryl Dillingham, Interim CAO  
825 Fifth Street, Room 112  
Eureka, CA 95501-1153

BLFPD: Blue Lake Fire Protection District  
Attention: Ray Stonebarger  
PO Box 245  
Blue Lake, CA 95525

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. BLFPD agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this MOU.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of BLFPD, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this MOU. BLFPD hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. BLFPD further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this MOU, including, but not limited to, the costs of administering this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of such audit. If the allowable expenditures cannot be determined because BLFPD's documentation is

nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

BLFPD agrees that COUNTY has the right to monitor all activities related to this MOU, including, without limitation, the right to review and monitor BLFPD's records, programs or procedures, at any time, as well as the overall operation of BLFPD's programs, in order to ensure compliance with the terms and conditions of this MOU. BLFPD will cooperate with a corrective action plan, if deficiencies in BLFPD's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by BLFPD pursuant to the terms of this MOU.

11. CONFIDENTIAL INFORMATION:

A. Disclosure of Confidential Information. In the performance of this MOU, BLFPD may receive information that is confidential under local, state or federal law. BLFPD hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations, and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

12. NON-DISCRIMINATION COMPLIANCE:

A. Professional Services and Employment. In connection with the execution of this MOU, BLFPD, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require employment of

unqualified persons.

- B. Compliance with Anti-Discrimination Laws. BLFPD further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51 et, seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this MOU by reference and made a part hereof as if set forth in full.

13. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

BLFPD certifies by its signature below that it is not a Nuclear Weapons Contractor, in that BLFPD is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. BLFPD agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if BLFPD subsequently becomes a Nuclear Weapons Contractor.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. BLFPD shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, BLFPD's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of insurance, if required by this MOU, does not relieve BLFPD from liability under this provision. This provision shall apply to all claims for damages related to the services performed by BLFPD pursuant to the terms and conditions of this MOU regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by BLFPD hereunder.

15. INSURANCE REQUIREMENTS:

This MOU shall not be executed by COUNTY, and BLFPD is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting BLFPD's indemnification obligations provided for herein, BLFPD shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this MOU, and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in the State of California and with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of BLFPD and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability of no less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which BLFPD may be exposed to liability. BLFPD shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of BLFPD. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
  - a. Includes contractual liability.
  - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."

- c. Is the primary insurance with regard to COUNTY.
  - d. Does not contain a pro-rata, excess only and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that BLFPD shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
  4. For claims related to this MOU, BLFPD's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to BLFPD's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the provisions of this MOU, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
  6. BLFPD shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this MOU. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If BLFPD does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this MOU, take out the necessary insurance, and BLFPD agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to BLFPD under this MOU.
  7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and BLFPD shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this MOU shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt  
 Attention: Risk Management  
 825 5th Street, Room 131  
 Eureka, California 95501

BLFPD: Blue Lake Fire Protection District  
 Attention: Ray Stonebarger

16. RELATIONSHIP OF PARTIES:

It is understood that this is an MOU by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that BLFPD shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. BLFPD shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

BLFPD agrees to comply with any and all local, state and federal laws and regulations applicable to the services provided pursuant to the terms and conditions of this MOU. BLFPD further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this MOU is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

20. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by BLFPD in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by BLFPD to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.



23. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU. In no event shall any payment by COUNTY constitute a waiver of any breach of this MOU or any default which may then exist on the part of BLFPD. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and BLFPD shall promptly refund, any funds disbursed to BLFPD, which in the judgment of COUNTY were not expended in accordance with the terms of this MOU.

24. STANDARD OF PRACTICE:

BLFPD warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. BLFPD's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this MOU.

26. AMENDMENT:

This MOU may be amended at any time during the term of this MOU upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.

27. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this MOU prepared and/or submitted by BLFPD shall become the property of COUNTY. However, BLFPD may retain copies of such documents and information for its records. In the event of termination of this MOU, for any reason whatsoever, BLFPD shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

28. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

29. ADVERTISING AND MEDIA RELEASE:

All informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. COUNTY shall provide to BLFPD suggested language for all press

releases and a Measure Z logo. In addition, BLFPD shall inform COUNTY of all requests for interviews by media related to this MOU before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to the County Administrative Officer.

30. SUBCONTRACTS:

BLFPD shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this MOU, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. BLFPD shall remain legally responsible for the performance of all terms and conditions of this MOU, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

31. SURVIVAL:

The duties and obligations of the parties set forth in Section 5(D) – Compensation Upon Termination, Section 9 – Record Retention and Inspection, Section 11 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this MOU.

32. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this MOU, the terms and conditions set forth herein shall have priority.

33. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

34. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this MOU are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this MOU.

35. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

36. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or

to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

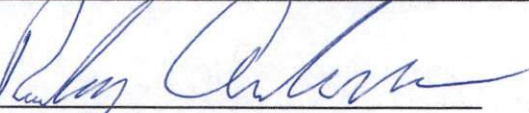
37. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this MOU as of the first date written above.

**BLUE LAKE FIRE PROTECTION DISTRICT:**


By: 

Date: 4-25-2016

Name: Rodney Anderson

Title: Chairman

**COUNTY OF HUMBOLDT:**

By: 

Date: 5-31-16

Mark Lovelace  
Chair Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: 

Date: 5/24/16

Risk Analyst

**LIST OF EXHIBITS:**

- Exhibit A – Proposal for Excess Measure Z Funding
- Exhibit B – Quarterly and Final Summary Reports
- Exhibit C – Quarterly and Final Report Form
- Exhibit D – Schedule of Rates
- Exhibit E – Measure Z Invoice Form

**EXHIBIT B**  
**QUARTERLY AND FINAL SUMMARY REPORT**  
Blue Lake Fire Protection District  
Fiscal Year 2015-2016

1. DUE DATES:

Quarterly reports are due one month after the end of each quarter. Quarterly reports will be based on COUNTY fiscal year quarters. The table below shows each fiscal year quarter and the report due dates. BLFPD must submit a quarterly report for each quarter in which the contract is active. The Final Summary Report is due one month after completion of the contract term.

Quarter	Dates Included	Date Report Due to County
1	July 1 through September 30	October 31
2	October 1 through December 31	January 31
3	January 1 through March 31	April 30
4	April 1 through June 30	July 31
Final Summary Report	Based on contract term	One month after term end

2. SUBMISSION OF REPORTS:

All reports should be emailed to [cao@co.humboldt.ca.us](mailto:cao@co.humboldt.ca.us) or sent by U.S. mail to the following address:

COUNTY: County of Humboldt  
County Administrative Office, Room 112  
825 Fifth Street  
Eureka, CA 95501

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
WILLOW CREEK FIRE PROTECTION DISTRICT  
FOR FISCAL YEAR 2015-2016**

This Memorandum of Understanding ("MOU"), entered into this 31<sup>st</sup> day of May, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Willow Creek Fire Protection District, hereinafter referred to as "WCFPD," is made upon the following considerations:

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; and

WHEREAS, COUNTY placed a one-half (.5) cent local sales and use tax measure, known as "Measure Z," on the November 2014 ballot to maintain and improve essential services; and

WHEREAS, Measure Z was passed by the voters of Humboldt County on November 4, 2014 and became operative on April 1, 2015; and

WHEREAS, due to the passage of Measure Z, COUNTY has additional funding to maintain and improve essential services, including, without limitation: law enforcement services; emergency response services; illegal marijuana cultivation enforcement and prevention; child abuse enforcement and prevention; crime investigation and prosecution; substance abuse rehabilitation; mental health treatment; rural fire protection, road repairs; and other necessary services relating to the areas of health, law enforcement and public safety; and

WHEREAS, COUNTY created a nine (9) member Citizens Advisory Committee to review Measure Z funding applications and make recommendations to the Humboldt County Board of Supervisors; and

WHEREAS, on February 26, 2016, the Humboldt County Fire Chief's Association ("HCFCFA") submitted a supplemental proposal for unspent Measure Z funds requesting an allocation of Sixty Three Thousand Two Hundred Fourteen Dollars (\$63,214.00) to maintain Emergency Services, through June 30, 2016, in a critical emergency Service Gap Area that has been identified through the sustainable fire services planning efforts associated with the current HCFCFA Measure Z project; and

WHEREAS, WCFPD has been providing Emergency Services, including responding to traffic collisions and medical emergencies, in the Service Gap Area on a good-will basis; and

WHEREAS, HCFCFA has proposed that Twenty Six Thousand Seven Hundred Thirty Nine Dollars (\$26,739.00) of the Measure Z funding requested thereby be allocated to WCFPD for the personnel, operational and travel costs incurred while providing Emergency Services to the Service Gap Area through June 30, 2016; and

WHEREAS, on March 15, 2016, the Humboldt County Board of Supervisors approved the supplemental proposal for unspent Measure Z funds submitted by HCFCFA in the amount of Sixty Three Thousand Two Hundred Fourteen Dollars (\$63,214.00) through June 30, 2016; and

WHEREAS, COUNTY and WCFPD desire to enter into an agreement which sets forth each party's rights and responsibilities regarding the expenditure of Measure Z funds allocated to HCFCA.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the parties hereto mutually agree as follows:

1. DEFINITIONS:

- A. Service Gap Area. As used herein, the term "Service Gap Area" shall mean the geographic area bordering the Kneeland, Blue Lake and Willow Creek Fire Protection Districts, that does not fall within any of the aforementioned district boundaries, with the majority of the area being the Highway 299 corridor between Willow Creek and Blue Lake; and Maple Creek, Butler Valley, Snow Camp, Friday Ridge, Three Creeks, Horse Mountain, Chezem, and Redwood Valley areas.
- B. Emergency Services. As used herein, the term "Emergency Services" shall mean services provided by WCFPD within the scope of its typical firefighter activities, including, without limitation, basic life support and physical rescue.

2. COUNTY OBLIGATIONS:

COUNTY will provide WCFPD an amount not to exceed Twenty Six Thousand Seven Hundred Thirty Nine Dollars (\$26,739.00) of Measure Z funding to allow for the continued provision of Emergency Services in the Service Gap Area.

3. WCFPD OBLIGATIONS:

- A. Scope of Services. WCFPD will continue to provide Emergency Services in the Service Gap Area as set forth in Exhibit A – Proposal for Excess Measure Z Funding, which is attached hereto and incorporated herein by reference.
- B. Quarterly and Final Reports. WCFPD will provide quarterly and final reports to COUNTY as set forth in Exhibit B – Quarterly and Final Summary Reports, which is attached hereto and incorporated herein by reference. Any and all quarterly and final reports required hereunder shall be prepared using the COUNTY's standard Measure Z report form, which is attached hereto as Exhibit C – Quarterly and Final Report Form and incorporated herein by reference.
- C. Recognition of Measure Z Funding. WCFPD shall cooperate with COUNTY efforts to recognize Measure Z funding. Such recognition may take the form of press releases, photos and adhesives to equipment.

4. TERM:

This MOU shall begin on January 1, 2016 and shall remain in full force and effect until June 30, 2016, unless sooner terminated as provided herein.

5. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, WCFPD fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply

with the terms of this MOU, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this MOU immediately, upon notice.

- B. Without Cause. COUNTY may terminate this MOU without cause upon thirty (30) days advance written notice to WCFPD. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this MOU are contingent upon the availability of local funding resulting from the sales and use tax established by Measure Z. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide WCFPD seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this MOU, WCFPD shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this MOU by WCFPD.

6. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU is Twenty Six Thousand Seven Hundred Thirty Nine Dollars (\$26,739.00). WCFPD agrees to perform all services required by this MOU for an amount not to exceed such maximum dollar amount. However, if the allocation of local funding resulting from the sales and use tax established by Measure Z is reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this MOU as provided herein.
- B. Schedule of Rates. WCFPD shall set forth the specific rates and costs applicable to this MOU using the COUNTY's standard Measure Z budget form, which is attached hereto as Exhibit D – Schedule of Rates and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by WCFPD, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of WCFPD. WCFPD shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which WCFPD estimates that the maximum payable amount will be reached.

7. PAYMENT:

WCFPD shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU. Invoices shall be in the format set forth in Exhibit E – Measure Z Invoice Form, which is attached hereto and incorporated herein by reference. WCFPD shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination date of this MOU. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by WCFPD shall be sent to COUNTY at the following address:



COUNTY: Humboldt County Administrative Office  
Attention: Elishia Hayes  
825 5<sup>th</sup> Street, Room 112  
Eureka, CA 95501

8. NOTICES:

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Administrative Office  
Attention: Cheryl Dillingham, Interim CAO  
825 Fifth Street, Room 112  
Eureka, CA 95501-1153

WCFPD: Willow Creek Fire Protection District  
Attention: Nathan Falk  
PO Box 762  
Willow Creek, CA 95573

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. WCFPD agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this MOU.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of WCFPD, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this MOU. WCFPD hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. WCFPD further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this MOU, including, but not limited to, the costs of administering this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of such audit. If the allowable expenditures cannot be determined because WCFPD's documentation is

nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

WCFPD agrees that COUNTY has the right to monitor all activities related to this MOU, including, without limitation, the right to review and monitor WCFPD's records, programs or procedures, at any time, as well as the overall operation of WCFPD's programs, in order to ensure compliance with the terms and conditions of this MOU. WCFPD will cooperate with a corrective action plan, if deficiencies in WCFPD's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by WCFPD pursuant to the terms of this MOU.

11. CONFIDENTIAL INFORMATION:

A. Disclosure of Confidential Information. In the performance of this MOU, WCFPD may receive information that is confidential under local, state or federal law. WCFPD hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations, and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

12. NON-DISCRIMINATION COMPLIANCE:

A. Professional Services and Employment. In connection with the execution of this MOU, WCFPD, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require employment of

unqualified persons.

- B. Compliance with Anti-Discrimination Laws. WCFPD further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51 et, seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this MOU by reference and made a part hereof as if set forth in full.

13. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

WCFPD certifies by its signature below that it is not a Nuclear Weapons Contractor, in that WCFPD is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. WCFPD agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if WCFPD subsequently becomes a Nuclear Weapons Contractor.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. WCFPD shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, WCFPD's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of insurance, if required by this MOU, does not relieve WCFPD from liability under this provision. This provision shall apply to all claims for damages related to the services performed by WCFPD pursuant to the terms and conditions of this MOU regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by WCFPD hereunder.

15. INSURANCE REQUIREMENTS:

This MOU shall not be executed by COUNTY, and WCFPD is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting WCFPD's indemnification obligations provided for herein, WCFPD shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this MOU, and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in the State of California and with a current A.M. Best's rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of WCFPD and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
  2. Automobile/Motor Liability Insurance with a limit of liability of no less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
  3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
  4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which WCFPD may be exposed to liability. WCFPD shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of WCFPD. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
    - a. Includes contractual liability.
    - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."

- c. Is the primary insurance with regard to COUNTY.
  - d. Does not contain a pro-rata, excess only and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that WCFPD shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
  4. For claims related to this MOU, WCFPD's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to WCFPD's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the provisions of this MOU, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
  6. WCFPD shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this MOU. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If WCFPD does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this MOU, take out the necessary insurance, and WCFPD agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to WCFPD under this MOU.
  7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and WCFPD shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this MOU shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt  
 Attention: Risk Management  
 825 5th Street, Room 131  
 Eureka, California 95501

WCFPD: Willow Creek Fire Protection District  
 Attention: Nathan Falk

16. RELATIONSHIP OF PARTIES:

It is understood that this is an MOU by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that WCFPD shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. WCFPD shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

WCFPD agrees to comply with any and all local, state and federal laws and regulations applicable to the services provided pursuant to the terms and conditions of this MOU. WCFPD further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this MOU is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

20. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by WCFPD in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by WCFPD to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

23. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU. In no event shall any payment by COUNTY constitute a waiver of any breach of this MOU or any default which may then exist on the part of WCFPD. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and WCFPD shall promptly refund, any funds disbursed to WCFPD, which in the judgment of COUNTY were not expended in accordance with the terms of this MOU.

24. STANDARD OF PRACTICE:

WCFPD warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. WCFPD's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this MOU.

26. AMENDMENT:

This MOU may be amended at any time during the term of this MOU upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.

27. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this MOU prepared and/or submitted by WCFPD shall become the property of COUNTY. However, WCFPD may retain copies of such documents and information for its records. In the event of termination of this MOU, for any reason whatsoever, WCFPD shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

28. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

29. ADVERTISING AND MEDIA RELEASE:

All informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. COUNTY shall provide to WCFPD suggested language for all press

releases and a Measure Z logo. In addition, WCFPD shall inform COUNTY of all requests for interviews by media related to this MOU before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to the County Administrative Officer.

30. SUBCONTRACTS:

WCFPD shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this MOU, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. WCFPD shall remain legally responsible for the performance of all terms and conditions of this MOU, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

31. SURVIVAL:

The duties and obligations of the parties set forth in Section 5(D) – Compensation Upon Termination, Section 9 – Record Retention and Inspection, Section 11 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this MOU.

32. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this MOU, the terms and conditions set forth herein shall have priority.

33. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

34. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this MOU are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this MOU.

35. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

36. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or



to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

37. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this MOU as of the first date written above.

**WILLOW CREEK FIRE PROTECTION DISTRICT:**

By: Russell B. Pace III

Date: 5/12/16

Name: RUSSELL B. PACE III

Title: Chair of the Board

**COUNTY OF HUMBOLDT:**

By: Mark Lovelace

Date: 5-31-16

Mark Lovelace  
Chair Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: K. Hyatt

Date: 5/24/16

Risk Analyst

**LIST OF EXHIBITS:**

- Exhibit A – Proposal for Excess Measure Z Funding
- Exhibit B – Quarterly and Final Summary Reports
- Exhibit C – Quarterly and Final Report Form
- Exhibit D – Schedule of Rates
- Exhibit E – Measure Z Invoice Form