ATTACHMENT B Contracts (two copies each)

AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND BLUE LAKE FIRE PROTECTION DISTRICT FOR FISCAL YEAR 2017-18 ALLOCATION OF FUNDS

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Blue Lake Fire Protection District (**Fire District**). The term of this agreement shall commence on the date this agreement is executed by the COUNTY and shall continue until June 30, 2018.

RECITALS

WHEREAS, On June 20, 1968, Samuel J. Mayberry, the Clerk of the Governing Board of the District certified that the District has completed a change of organization pursuant to the District Reorganization Act of 1965 as the Blue Lake Fire Protection District:

WHEREAS, the Fire District provides fire protection services in Humboldt County, California, under the Fire Protection District Law of 1987:

WHEREAS, the Fire District has requested funding, through the Humboldt County Fire Chiefs Association, for fire protection services;

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Fire-Districts for-fire-protection services in-Fiscal Year 2017-18; and

WHEREAS, the Humboldt County Fire Chiefs Association has submitted a distribution formula for the 2% appropriation.

- 1. The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2017-18 to recognized local fire protection districts;
- 2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula, as attached hereto, and incorporated herein;

- 3. The County agrees to make quarterly payments of 0.02337% of total County Proposition 172 revenue received during Fiscal Year 2017-18 to the Blue Lake Fire Protection District:
- 4. The Fire District agrees to utilize the funds only for the purpose of local fire protection services;
- 5. The Fire District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2017-18. Accounting records of Fire District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
- 6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify Fire District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, Fire District promises to take appropriate corrective action immediately;
- 7. The Fire District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
- 8. The Fire District agrees to indemnify, defend and hold harmless County, its
 Board of Supervisors, its officers, agents, employees, and volunteers from
 any and all claims and losses, whatsoever, accruing or resulting from any
 and all subcontractors, laborers, and any other person, firm or corporation
 furnishing or supplying work, services, materials, or supplies in connection
 with the performance of this agreement, and from any and all claims and
 losses accruing or resulting to any person, firm or corporation who may be
 injured or damaged as a result of the Fire District, its agents, employees,
 and volunteers pertaining to the performance of this agreement;
- 9. The Fire District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;

- 10. This agreement may only be modified by written agreement of the parties;
- 11. This agreement may be terminated by either party, with cause, upon thirty (30) days written notice from one party to the other. In the event of termination, Fire District shall return to County any unexpended funds;
- 12. The Fire District certifies by its signature below that Fire District is not a Nuclear Weapons. Contractor, in that Fire District 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. The Fire District agrees to notify the County immediately if it becomes a nuclear weapons contractor as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the Fire District becomes a nuclear weapons contractor;
- 1.3. The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2018;
- 14. The Fire District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire District and County;
- -15--- This-agreement-contains all-the terms and conditions-agreed upon by the parties for this fiscal year; and
 - 16. Fire District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Blue Lake Fire Protection District P. O. Box 245 Blue Lake, CA 95525

Notices shall be given to County:

County of Humboldt County Administrative Office 825 Fifth Street, Room 112 Eureka, CA 95501-1153

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this Loth _day of February, 2018.

COUNTY OF HUMBOLDT

Ryan Sundberg, Chair of the Board of Supervisors, County of Humboldt, State of California

Blue Lake Fire Protection District

Agency	% of County	FY 2017-18
	Receipts	Estimated
Arcata FD	0.08283%	\$7,937
Blue Lake FD	0.02337%	\$2,239
Samoa FD	0.00659%	\$632
Ferndale FD	0.05615%	\$5,380
Fortuna FD	0.18988%	\$18,193
Garberville FD	0.01506%	\$1,442
Humboldt FD	1.30896%	\$125,416
Kneeland FD	0.00865%	\$829
Loleta FD	0.01167%	\$1,118
Myers Flat FD	0.00667%	\$639
Petrolia FD	0.01181%	\$1,131
Redway FD	0.06437%	\$6,168
Rio Dell FD	0.01096%	\$1,050
Telegraph Ridge	0.00725%	\$695
–-Wįllow Creek FD	0.05909%	\$5,661
Whitethorn FD	0.00721%	\$691
FieldbrookCSD	0.01028%	\$985
Carlotta CSD	0.00791%	\$758
Miranda CSD	0.00712%	\$682
Orick CSD,	0.00766%	\$734
Orleans CSD	0.00680%	\$651
RID #1 -SC	0.08283%	\$7,936
Weott CSD	0.00687%	\$658
Totals	2.00000%	\$191,627

AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND FORTUNA FIRE PROTECTION DISTRICT FOR FISCAL YEAR 2017-18 ALLOCATION OF FUNDS

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Fortuna Fire Protection District (**Fire District**). The term of this agreement shall commence on the date this agreement is executed by the COUNTY and shall continue until June 30, 2018.

RECITALS

WHEREAS, Board of Supervisors Resolution No 85-40 was adopted by the Humboldt County Board of Supervisors on April 2, 1985, delegating powers to the Board of the Fortuna Fire Protection District to provide Fire Protection Services within the boundaries of the District:

WHEREAS, the Fire District provides fire protection services in Humboldt County, California, under the Fire Protection District Law of 1987;

WHEREAS, the Fire District has requested funding, through the Humboldt County Fire Chiefs Association, for fire protection services;

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Fire Districts for fire protection services in Fiscal Year 2017-18; and

WHEREAS, the Humboldt County Fire Chiefs Association has submitted a distribution formula for the 2% appropriation.

- 1. The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2017-18 to recognized local fire protection districts;
- 2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula as attached hereto and incorporated herein;

- 3. The County agrees to make quarterly payments of 0.18988% of total County Proposition 172 revenue received during Fisçal Year 2017-18 to the Fortuna Fire Protection District:
- 4. The Fire District agrees to utilize the funds only for the purpose of local fire protection services;
- 5. The Fire District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2017-18. Accounting records of Fire District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
- 6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify Fire District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, Fire District promises to take appropriate corrective action immediately;
- 7. The Fire District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
- 8. The Fire District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the Fire District, its agents, employees, and volunteers pertaining to the performance of this agreement;
- 9. The Fire District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;

- 10. This agreement may only be modified by written agreement of the parties;
- 11. This agreement may be terminated by either party, with cause, upon thirty (30) days written notice from one party to the other. In the event of termination, Fire District shall return to County any unexpended funds;
- 12. The Fire District certifies by its signature below that Fire District is not a Nuclear Weapons Contractor, in that Fire District 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. The Fire District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the Fire District becomes a nuclear weapons contractor:
- 13. The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2018;
- 14. The Fire District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire District and County;
- 15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
- 16. Fire District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Fortuna Fire Protection District P. O. Box 614 Fortuna, CA 95540 Notices shall be given to County:

County of Humboldt County Administrative Office 825 Fifth Street, Room 112 Eureka, CA 95501-1153

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this _____ day of <u>February</u>, 2018.

COUNTY OF HUMBOLDT

Ryan Sundberg, Chair of the Board of Supervisors, County of Humboldt, State of California

Fortuna Fire Protection District

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Title Board Mournion

Agency	% of County Receipts	FY 2017-18 Estimated	
Arcata FD	0.08283%	\$7,937	
Blue Lake FD	0.02337%	\$2,239	
Samoa FD	0.00659%	\$632	
Ferndale FD	0.05615%	\$5,380	
Fortuna FD	0.18988%	\$18,193	
Garberville FD	0.01506%	\$1,442	
Humboldt FD	1.30896%	\$125,416	
Kneeland FD	0.00865%	\$829	
Loleta FD	0.01167%	\$1,118	
Myers Flat FD	0.00667%	\$639	
Petrolia FD	0.01181%	\$1,131	
Redway FD	0.06437%	\$6,168	
Rio Dell FD	0.01096%	\$1,050	
Telegraph Ridge	0.00725%	\$695	
Willow Creek FD	0.05909%	\$5,661	
Whitethorn FD	0.00721%	\$691	
FieldbrookCSD	0.01028%	\$985	
Carlotta CSD	0.00791%	\$758	
Miranda CSD	0.00712%	\$682	
Orick CSD	0.00766%	\$734	
Orleans CSD	0.00680%	\$651	
RID #1 -SC	0.08283%	\$7,936	
Weott CSD	0.00687%	\$658	
Totals	2.00000%	\$191,627	

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AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND LOLETA FIRE PROTECTION DISTRICT FOR FISCAL YEAR 2017-18 ALLOCATION OF FUNDS

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Loleta Fire Protection District (**Fire District**). The term of this agreement shall commence on the date this agreement is executed by the COUNTY and shall continue until June 30, 2018.

RECITALS

WHEREAS, Board of Supervisors Resolution No 85-40 was adopted by the Humboldt County Board of Supervisors on April 2, 1985, delegating powers to the Board of the Loleta Fire Protection District to provide Fire Protection Services within the boundaries of the District;

WHEREAS, the Fire District provides fire protection services in Humboldt County, California, under the Fire Protection District Law of 1987;

WHEREAS, the Fire District has requested funding, through the Humboldt County Fire Chiefs Association, for fire protection services;

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Fire Districts for fire protection services in Fiscal Year 2017-18; and

WHEREAS, the Humboldt County Fire Chiefs Association has submitted a distribution formula for the 2% appropriation.

- 1. The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2017-18 to recognized local fire protection districts;
- 2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula as attached hereto and incorporated herein;

- 3. The County agrees to make quarterly payments of 0.01167% of total County Proposition 172 revenue received during Fiscal Year 2017-18 to the Loleta Fire Protection District;
- 4. The Fire District agrees to utilize the funds only for the purpose of local fire protection services;
- 5. The Fire District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2017-18. Accounting records of Fire District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
- 6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify Fire District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, Fire District promises to take appropriate corrective action immediately;
- 7. The Fire District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
- 8. The Fire District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may/be injured or damaged as a result of the Fire District, its agents, employees, and volunteers pertaining to the performance of this agreement;
- 9. The Fire District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;

- 10. This agreement may only be modified by written agreement of the parties;
- 11. This agreement may be terminated by either party, with cause, upon thirty(30) days written notice from one party to the other. In the event of termination, Fire District shall return to County any unexpended funds;
- 12. The Fire District certifies by its signature below that Fire District is not a Nuclear Weapons Contractor, in that Fire District 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. The Fire District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the Fire District becomes a nuclear weapons contractor;
- 13. The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2018;
- 14. The Fire District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire District and County;
- 15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
- 16. Fire District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Loleta Fire Protection District P. O. Box 57 Loleta, CA 95551 Notices shall be given to County:

County of Humboldt County Administrative Office 825 Fifth Street, Room 112 Eureka, CA 95501-1153

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this <u>loth</u> day of <u>Fcbruary</u>, 2018.

COUNTY OF HUMBOLDT

Ryan Sundberg, Chair of the Board of Supervisors, County of Humboldt, State of California

Loleta Fire Protection District

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Agency	% of County Receipts	FY 2017-18 Estimated
Arcata FD	0.08283%	\$7,937
Blue Lake FD	0.02337%	\$2,239
Samoa FD	0.00659%	\$632
Ferndale FD	0.05615%	\$5,380
Fortuna FD	0.18988%	\$18,193
Garberville FD	0.01506%	\$1,442
Humboldt FD	1.30896%	\$125,416
Kneeland FD	0.00865%	\$829
Loleta FD	0.01167%	\$1,118
Myers Flat FD	0.00667%	\$639
Petrolia FD	0.01181%	\$1,131
Redway FD	0.06437%	\$6,168
Rio Dell FD	0.01096%	\$1,050
Telegraph Ridge	0.00725%	\$695
Willow Creek FD	0.05909%	\$5,661
Whitethorn FD	0.00721%	\$691
FieldbrookCSD	0.01028%	\$985
Carlotta CSD	0.00791%	\$758
Miranda CSD	0.00712%	\$682
Orick CSD	0.00766%	\$734
Orleans CSD	0.00680%	\$651
RID #1 -SC	0.08283%	\$7,936
Weott CSD	0.00687%	\$658
Totals	2.00000%	\$191,627

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AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND RIO DELL FIRE PROTECTION DISTRICT FOR FISCAL YEAR 2017-18 ALLOCATION OF FUNDS

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Rio Dell Fire Protection District (**Fire District**). The term of this agreement shall commence on the date this agreement is executed by the COUNTY and shall continue until June 30, 2018.

RECITALS

WHEREAS, the Rio Dell Fire Protection District Board of Commissioners adopted Resolution No. 2, electing to bring the Rio Dell Fire Protection District under the Fire Protection District Law of 1961, to provide Fire Protection services;

WHEREAS, the Fire District provides fire protection services in Humboldt County, California, under the Fire Protection District Law of 1987;

WHEREAS, the Fire District has requested funding, through the Humboldt County Fire Chiefs Association, for fire protection services;

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Fire Districts for fire protection services in Fiscal Year 2017-18; and

WHEREAS, the Humboldt County Fire Chiefs Association has submitted a distribution formula for the 2% appropriation.

- 1. The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2017-18 to recognized local fire protection districts;
- 2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula as attached hereto and incorporated herein;
- 3. The County agrees to make quarterly payments of 0.01096% of total County Proposition 172 revenue received during Fiscal Year 2017-18 to the Rio Dell Fire Protection District;

- 4. The Fire District agrees to utilize the funds only for the purpose of local fire protection services;
- 5. The Fire District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2017-18. Accounting records of Fire District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
- 6. County shall have the right to monitor_and_audit expenditures made with funds distributed pursuant to this agreement. County will notify Fire District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, Fire District promises to take appropriate corrective action immediately;
- 7. The Fire District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
- 8. The Fire District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the Fire District, its agents, employees, and volunteers pertaining to the performance of this agreement;
- 9. The Fire District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;
- 10. This agreement may only be modified by written agreement of the parties;

- 11. This agreement may be terminated by either party, with cause, upon thirty (30) days written notice from one party to the other. In the event of termination, Fire District shall return to County any unexpended funds;
- 12. The Fire District certifies by its signature below that Fire District is not a Nuclear Weapons Contractor, in that Fire District 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. The Fire District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the Fire District becomes a nuclear weapons contractor;
- 13. The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2018;
- 14. The Fire District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire District and County;
- 15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
- 16. Fire District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Rio Dell Fire Protection District 50 W. Center Street Rio Dell, CA 95562 Notices shall be given to County:

County of Humboldt County Administrative Office 825 Fifth Street, Room 112 Eureka, CA 95501-1153

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this <u>lith</u> day of <u>February</u>, 2018.

COUNTY OF HUMBOLDT

Ryan Sundberg, Chair of the Board of Supervisors, County of Humboldt, State of California

Rio Dell Fire Protection District

Title Chaleman of Board

Agency	% of County	FY 2017-18	
-	Receipts	Estimated	
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Arcata FD	0.08283%	\$7,937	
Blue Lake FD	0.02337%	\$2,239	
Samoa FD	0.00659%	\$632	
Ferndale FD	0.05615%	\$5,380	
Fortuna FD	0.18988%	\$18,193	
Garberville FD	0.01506%	\$1,442	
Humboldt FD	1.30896%	\$125,416	
Kneeland FD	0.00865%	\$829	
Loleta FD	0.01167%	\$1,118	
Myers Flat FD	0.00667%	\$639	
Petrolia FD	0.01181%	\$1,131	,
Redway FD	0.06437%	\$6,168	
Rio Dell FD	0.01096%	\$1,050	
Telegraph Ridge	0.00725%	\$695	•
Willow Creek FD	0.05909%	\$5,661	
Whitethorn FD	0.00721%	\$691	
FieldbrookCSD	0.01028%	\$985	
Carlotta CSD	0.00791%	\$758	
Miranda CSD	0.00712%	\$682	
Orick CSD	0.00766%	\$734	
Orleans CSD	0.00680%	\$651	
RID #1 -SC	0.08283%	\$7,936	
Weott CSD	0.00687%	\$658	
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Totals	2.00000%	\$191,627	
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AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND WHITETHORN FIRE PROTECTION DISTRICT FOR FISCAL YEAR 2017-18 ALLOCATION OF FUNDS

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Whitethorn Fire Protection District (**Fire District**). The term of this agreement shall commence on the date this agreement is executed by the COUNTY and shall continue until June 30, 2018:

RECITALS

WHEREAS, Resolution No. 67-111, adopted by the Humboldt County Board of Supervisors on December 19, 1967, declared the formation of the Whitethorn Fire Protection District (following a vote of the people in the proposed District) to provide Fire Protection Services within the boundaries of the District;

WHEREAS, the Fire District provides fire protection services in Humboldt County, California, under the Fire Protection District Law of 1987;

WHEREAS, the Fire District has requested funding, through the Humboldt County Fire Chiefs Association, for fire protection services;

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Fire Districts for fire protection services in Fiscal Year 2017-18; and

WHEREAS, the Humboldt County Fire Chiefs Association has submitted a distribution formula for the 2% appropriation.

- 1. The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2017-18 to recognized local fire protection districts;
- 2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula as attached hereto and incorporated herein;

- 3. The County agrees to make quarterly payments of 0.00721% of total County Proposition 172 revenue received during Fiscal Year 2017-18 to the Whitethorn Fire Protection District;
- 4. The Fire District agrees to utilize the funds only for the purpose of local fire protection services;
- 5. The Fire District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2017-18. Accounting records of Fire District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Gontroller-at-any-time during-business hours-for-the-purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
- 6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify Fire District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, Fire District promises to take appropriate corrective action immediately;
- 7. The Fire District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
- 8. The Fire District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the Fire District, its agents, employees, and volunteers pertaining to the performance of this agreement;
- 9. The Fire District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;

- 10. This agreement may only be modified by written agreement of the parties;
- 11. This agreement may be terminated by either party, with cause, upon thirty (30) days written notice from one party to the other. In the event of termination, Fire District shall return to County any unexpended funds;
- 12. The Fire District certifies by its signature below that Fire District is not a Nuclear Weapons Contractor, in that Fire District 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.
 The Fire District agrees-to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the Fire District becomes a nuclear weapons contractor:
- 13. The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2018;
- 14. The Fire District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire District and County;
- 15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
- 16. Fire District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Whitethorn Fire Protection District P. O. Box 485 Whitethorn, CA 95589 Notices shall be given to County:

County of Humboldt County Administrative Office 825 Fifth Street, Room 112 Eureka, CA 95501-1153

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this <u>loth</u> day of <u>February</u>, 2018.

COUNTY OF HUMBOLDT

Ryan Sundberg, Chair of the Board of Supervisors, County of Humboldt, State of California

Whitethorn Fire Protection District

Bv

Title FIRE CHIEF

Agency	% of County Receipts	FY 2017-18 Estimated		
Arcata FD	0.08283%	\$7,937		
Blue Lake FD	0.02337%	\$2,239		
Samoa FD	0.00659%	\$632		
Ferndale FD	0.05615%	\$5,380		
Fortuna FD	0.18988%	\$18,193		
Garberville FD	0.01506%	\$1,442	_	
Humboldt FD	1.30896%	\$125,416	·	
Kneeland FD	0.00865%	\$829		
Loleta FD	0.01167%	\$1,1.18		
Myers Flat FD	0.00667%	\$639		
Petrolia FD	0.01181%	\$1,131		
Redway FD	0.06437%	\$6,168		
Rio Dell FD	0.01096%	\$1,050		
Telegraph Ridge	0.00725%	\$695		
Willow Creek FD	0.05909%	\$5,661		
Whitethorn FD	0.00721%	\$691		
FieldbrookCSD	0.01028%	\$985		
Carlotta CSD	0.00791%	\$758		
Miranda CSD	0.00712%	\$682		
Orick CSD	0.00766%	\$734		
Orleans CSD	0.00680%	\$651		
RID #1 -SC	0.08283%	\$7,936		
Weott CSD	0.00687%	\$658		
Totals	2.00000%	\$191,627		

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AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND CARLOTTA COMMUNITY SERVICES DISTRICT FOR FISCAL YEAR 2017-18 ALLOCATION OF FUNDS

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Carlotta Community Services District (**District**). The term of this agreement shall commence on the date this agreement is executed by the COUNTY and shall continue until June 30, 2018.

RECITALS

WHEREAS, the Carlotta Community Services District was duly organized by the Humboldt County Board of Supervisors on April 6, 1965, following an election held on March 30, 1965, to provide the inhabitants, within District Boundaries, with protection against fire;

WHEREAS, the District provides fire protection services in Humboldt County, California, under the Fire Protection District Law of 1987;

WHEREAS, the District has requested funding, through the Humboldt County Fire Chiefs Association, for fire protection services;

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Districts for fire protection services in Fiscal Year 2017-18; and

WHEREAS, the Humboldt County Fire Chiefs Association has submitted a distribution formula for the 2% appropriation.

- 1. The County agrees to appropriate 2.0 % of the County's Proposition 172 revenue in Fiscal Year 2017-18 to recognized local fire protection districts;
- 2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula, as attached hereto, and incorporated herein;

- 3. The County agrees to make quarterly payments of 0.00791% of total County Proposition 172 revenue received during Fiscal Year 2017-18 to the Carlotta Community Services District;
- 4. The District agrees to utilize the funds only for the purpose of local fire protection services 4;
- 5. The District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2017-18. Accounting records of District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph;
- 6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, District promises to take appropriate corrective action immediately;
- 7. The District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
- 8. The District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the District, its agents, employees, and volunteers pertaining to the performance of this agreement;
- 9. The District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;

- 10. This agreement may only be modified by written agreement of the parties;
- 11. This agreement may be terminated by either party, with cause, upon thirty (30) days written notice from one party to the other. In the event of termination, District shall return to County any unexpended funds;
- 12. The District certifies by its signature below that District is not a Nuclear Weapons Contractor, in that District 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. The District agrees to notify the County immediately if it becomes a nuclear weapons contractor as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the District becomes a nuclear weapons contractor;
- 13. The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2018;
- 14. The District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between District and County;
- 15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
- 16. Fire District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Carlotta Community Service District P. O. Box 38 Carlotta, CA 95528 Notices shall be given to County:

County of Humboldt County Administrative Office 825 Fifth Street, Room 112 Eureka, CA 95501-1153

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this _____ day of February, 2018.

COUNTY OF HUMBOLDT

Ryan Sundberg, Chair of the Board of Supervisors, County of Humboldt, State of California

Carlotta Community Services District

By William 10. W.

Agency	% of County	FY 2017-18		
	Receipts	Estimated		
Arcata FD	0.08283%	\$7,937		
Blue Lake FD	0.02337%	\$2,239		
Samoa FD	0.00659%	\$632		
Ferndale FD	0.05615%	\$5,380		
Fortuna FD	0.18988%	\$18,193		
Garberville FD	0.01506%	\$1,442		
Humboldt FD	1.30896%	\$125,416		
Kneeland FD	0.00865%	\$829		•
Loleta FD	0.01167%	\$1,118		
Myers Flat FD	0.00667%	\$639		
Petrolia FD	0.01181%	\$1,131		
Redway FD	0.06437%	\$6,168	1	
Rio Dell FD	0.01096%	\$1,050		
Telegraph Ridge	0.00725%	\$695		
Willow Creek FD	0.05909%	\$5,661		
Whitethorn FD	0.00721%	\$691		
FieldbrookCSD	0.01028%	\$985		
Carlotta CSD	0.00791%	\$758		,
Miranda CSD	0.00712%	\$682		·
Orick CSD	0.00766%	\$734		
Orleans CSD	0.00680%	\$651		
RID #1 -SC	0.08283%	\$7,936		
Weott CSD	0.00687%	\$658		

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AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND ORICK COMMUNITY SERVICES DISTRICT FOR FISCAL YEAR 2017-18 ALLOCATION OF FUNDS

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Orick Community Services District (**District**). The term of this agreement shall commence on the date this agreement is executed by the COUNTY and shall continue until June 30, 2018.

RECITALS

WHEREAS, the Orick Community Services District was duly organized by the Humboldt County Board of Supervisors on the 12th day of December 1955, following an election held on December 6th, 1955, to provide the inhabitants within District Boundaries with protection against fire;

WHEREAS, the District provides fire protection services in Humboldt County, California, under the Fire Protection District Law of 1987;

WHEREAS, the District has requested funding, through the Humboldt County Fire Chiefs Association, for fire protection services;

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Districts for fire protection services in Fiscal Year 2017-18; and

WHEREAS, the Humboldt County Fire Chiefs Association has submitted a distribution formula for the 2% appropriation.

- 1. The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2017-18 to recognized local fire protection districts;
- 2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula as attached hereto and incorporated herein;

- 3. The County agrees to make quarterly payments of 0.00766% of total County Proposition 172 revenue received during Fiscal Year 2017-18 to the Orick Community Services District;
- 4. The District agrees to utilize the funds only for the purpose of local fire protection services;
- 5. The District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2017-18. Accounting records of District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-
 - Controller at any time-during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
- 6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, District promises to take appropriate corrective action immediately;
- 7. The District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
- 8. The District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subconfractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the District, its agents, employees, and volunteers pertaining to the performance of this agreement;
- 9. The District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;

10. This agreement may only be modified by written agreement of the parties;

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- 11. This agreement may be terminated by either party, with cause, upon thirty (30) days written notice from one party to the other. In the event of termination, District shall return to County any unexpended funds;
- 12. The District certifies by its signature below that District is not a Nuclear Weapons Contractor, in that District 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. The District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the District becomes a nuclear weapons contractor;
- 13. The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2018;
- 14. The District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between District and County;
- 15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
- 16. District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Orick Community Service District P. O. Box 96 Orick, CA 95555

Notices shall be given to County:

County of Humboldt County Administrative Office 825 Fifth Street, Room 112 Eureka, CA 95501-1153

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this ______ day of February, 2018.

COUNTY OF HUMBOLDT

Ryan Sundberg, Chair of the Board of Supervisors, County of Humboldt, State of California

Orick Community Services District

Agency	% of County	FY 2017-18	
	Receipts	Estimated	
	-		
4	0.0000004		
Arcata FD	0.08283%	\$7,937	
Blue Lake FD	0.02337%	\$2,239	
Samoa FD	0.00659%	\$632	
Ferndale FD	0.05615%	\$5,380	
Fortuna FD	0.18988%	\$18,193	
Garberville FD	0.01506%	\$1,442	
Humboldt FD	1.30896%	\$125,416	
Kneeland FD	0.00865%	\$829	
Loleta FD	0.01167%	\$1,118	
Myers Flat FD	0.00667%	\$639	
Petrolia FD	0.01181%	\$1,131	
Redway FD	0.06437%	\$6,168	
Rio Dell FD	0.01096%	\$1,050	
Telegraph Ridge	0.00725%	\$695	
Willow Creek FD	0.05909%	\$5,661	
Whitethorn FD	0.00721%	\$691	
FieldbrookCSD	0.01028%	\$985	
Carlotta CSD	0.00791%	\$758	
Miranda CSD	0.00712%	\$682	
Orick CSD	0.00766%	\$734	
Orleans CSD	0.00680%	\$651	
RID #1 -SC	0.08283%	\$7,936	
Weott CSD	0.00687%	\$658	
Totals	2.00000%	\$191,627	

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