

Attachment 10:
K'ima:w Medical Center Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF HUMBOLDT
AND
K'IMA:W MEDICAL CENTER
FOR FISCAL YEAR 2017-2018**

This Memorandum of Understanding ("MOU"), entered into this 24th day of October 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and K'ima:w Medical Center, a duly chartered entity of the Hoopa Valley Tribe, a sovereign Tribal government, hereinafter referred to as "KMC," 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 17, 2017, KMC submitted a Measure Z application to the Citizens' Advisory Committee requesting an allocation in the amount of Three Hundred Fifty-Seven Thousand Eight Hundred One Dollars (\$357,801.00) for the purpose of paying the costs and expenses associated with providing emergency medical services in the eastern portion of Humboldt County, which is attached hereto as Exhibit A – Application for Measure Z Funding – and incorporated herein by reference; and

WHEREAS, on June 27, 2017, the Humboldt County Board of Supervisors approved the Measure Z application submitted by KMC in the amount of Three Hundred Twelve Thousand Eight Hundred One Dollars (\$312,801.00) through June 30, 2018; and

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

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

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1. COUNTY OBLIGATIONS:

COUNTY will provide KMC with an amount not to exceed Three Hundred Twelve Thousand Eight Hundred One Dollars (\$312,801.00) for the purpose of paying the costs and expenses associated with providing emergency medical services in the eastern portion of Humboldt County.

2. KMC OBLIGATIONS:

- A. General Requirements. KMC will continue to provide emergency medical services, including, without limitation, Advance Life Support services administered by appropriately trained paramedics, twenty-four (24) hours per day, seven (7) days per week, to the residents, vendors and visitors, within the service coverage area set forth in Exhibit G – Service Coverage Area, which is attached hereto and incorporated herein by reference.
- B. Willow Creek Ambulance Base. KMC will continue to operate and maintain one (1) ambulance in the Willow Creek Ambulance Base which shall provide emergency medical services to the eastern portion of Humboldt County.
- C. Quarterly and Final Reports. KMC 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 COUNTY’s standard Measure Z report form, which is attached hereto as Exhibit C – Quarterly and Final Report Form – and incorporated herein by reference.
- D. Social Media. KMC will post summaries of the information contained in the quarterly and final reports submitted pursuant to the terms and conditions of this MOU on KMC-maintained social media accounts as set forth in Exhibit D – Social Media Reporting Requirements – which is attached hereto and incorporated herein by reference. For purposes of this MOU, social media includes, but is not limited to, Facebook, Twitter, Instagram and Snapchat.
- E. Recognition of Measure Z Funding. KMC shall cooperate with COUNTY efforts to recognize Measure Z funding. Such recognition may take the form of press releases, photos and adhesives to equipment.

3. TERM:

This MOU shall begin on July 1, 2017 and shall remain in full force and effect until June 30, 2018, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. Either party may immediately terminate this MOU, upon written notice, in the event that the other party materially defaults in performing any obligation under this MOU, or violates any ordinance, regulation or other law applicable to its performance herein.
- B. Without Cause. Either party may terminate this MOU without cause by providing the other party with thirty (30) days advanced written notice. Receipt of such notice by either party shall begin the thirty (30) day period required for termination. KMC shall be entitled to an appeal to the Humboldt County Board of Supervisors upon receipt of the termination notice.
- 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 KMC thirty (30) days advance written notice of its intent to terminate this MOU due to insufficient funding.

- D. Compensation Upon Termination. In the event this MOU is terminated, KMC shall be entitled to compensation for uncompensated emergency medical services provided 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 KMC.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for the emergency medical services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU is Three Hundred Twelve Thousand Eight Hundred One Dollars (\$312,801.00). KMC agrees to perform all of its obligations hereunder 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 the emergency medical services provided hereunder, or terminate this MOU as provided herein.
- B. Schedule of Rates. KMC shall set forth the specific rates and costs applicable to the emergency medical services to be provided pursuant to the terms and conditions of this MOU using COUNTY's standard Measure Z budget form, which is attached hereto as Exhibit E – Schedule of Rates – and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by KMC, 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 KMC. KMC shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which KMC estimates that the maximum payable amount will be reached.

6. PAYMENT:

KMC shall submit to COUNTY quarterly invoices itemizing all emergency medical 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 F – Measure Z Invoice Form – which is attached hereto and incorporated herein by reference. KMC shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination date of this MOU. Payment for law enforcement 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 KMC shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Administrative Office
Attention: Elishia Hayes, Senior Administrative Analyst
825 Fifth Street, Room 112
Eureka, California 95501

7. 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: Amy S. Nilsen, County Administrative Officer
825 Fifth Street, Room 112
Eureka, California 95501

KMC: K'ima:w Medical Center
Attention: Emmet Chase, Chief Executive Officer
P.O. Box 1288
Hoopa, California 95546

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. KMC agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the emergency medical services provided pursuant to the terms and conditions of this MOU, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, 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. Such records shall be original entry books with a general ledger itemizing all debits and credits for the emergency medical 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 KMC, and its subcontractors, related to the emergency medical services provided pursuant to the terms and conditions of this MOU, 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 the date of final payment hereunder. KMC hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. COUNTY, and any other duly authorized local, state and/or federal agencies, may request interviews of KMC employees who have information related to such records. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the emergency medical services provided pursuant to the terms and conditions of this MOU, including, but not limited to, the costs of administering this MOU.
- C. Submittal of Records to North Coast Emergency Medical Services. KMC will continue to maintain and provide financial and performance records to North Coast Emergency Medical Services in accordance with COUNTY's record retention requirements.

9. MONITORING:

KMC agrees that COUNTY has the right to monitor all activities related to the Willow Creek ambulance service, including, without limitations the right to review and monitor records, programs or procedures related thereto, at any time, as well as the overall operation of KMC's programs in order to ensure compliance with the terms and conditions of this MOU. KMC will cooperate with a corrective action plan, if deficiencies in KMC'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 the emergency medical services provided by KMC pursuant to the terms and conditions of this MOU.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, KMC may receive information that is confidential under local, state or federal law. KMC 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.

11. COMPLIANCE WITH ANTI-DISCRIMINATION LAWS:

In connection with the execution of this MOU, KMC shall comply with any and all applicable local, state and federal anti-discrimination laws and regulations.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

KMC certifies by its signature below that it is not a Nuclear Weapons Contractor, in that KMC 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. KMC 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 KMC subsequently becomes a Nuclear Weapons Contractor.

13. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. KMC 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, KMC'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 the insurance required by this MOU shall not relieve KMC from liability under this provision. This provision shall apply to all claims for damages related

to the emergency medical services performed by KMC pursuant to the terms and conditions of this MOU, regardless of whether 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 KMC hereunder.

14. INSURANCE REQUIREMENTS:

The emergency medical services provided by KMC are covered by the Federal Tort Claims Act in accordance with Title 25 of the United States Code Sections 450f(d) and 458aaa-15.

15. RELATIONSHIP OF PARTIES:

It is understood that this MOU is 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 KMC 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. KMC shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

16. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

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

17. 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.

18. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or standard is 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 thereof.

19. LIMITED WAIVER OF TRIBAL SOVEREIGN IMMUNITY:

KMC does not waive its sovereign immunity or consent to suit in any court except as expressly stated in this section and subject to the limitations and considerations stated in this section.

A. Limited Waiver and Consent to Suit. KMC waives its sovereign immunity and consents to suit as to "Covered Claims" as defined in Section 17(B)(1) below. KMC's governing body has executed a formal resolution of Limited Waiver of Sovereign Immunity which is attached hereto as Exhibit H – Resolution of Limited Waiver of Sovereign Immunity – and incorporated herein by reference.

B. Conditions and Limitations. This waiver and consent is subject to the following conditions and limitations:

1. Covered Claims. This waiver and consent only applies to claims by COUNTY that KMC has violated any provision of this MOU or that seeks to resolve a dispute concerning the interpretation, implementation or enforcement of this MOU. It does not include tort claims, claims for exemplary or punitive damages, or any other claims not sounding in contract.
2. Covered Claimants. This waiver and consent only applies to COUNTY, and not to any other person, entity, including any commercial or governmental entity, or group.
3. Covered Courts. This consent to suit only applies to the California State Courts in Humboldt County, and appropriate state appellate courts. KMC does not consent to suit in any other court.
4. Remedies. This waiver and consent is specifically limited to an award of monetary damages constituting a reimbursement of funds for obligations not performed by KMC under the terms of this MOU. This waiver of immunity specifically does not allow for recovery of attorneys fees or other costs associated with litigation of Covered Claims.
5. Duration. Notwithstanding any applicable statute of limitations or other law, this limited waiver shall be enforceable only for such period as this MOU remains in effect, and only as to claims arising during the effective period of this MOU, except that this limited waiver of sovereign immunity shall remain effective for any proceeding then pending and all appeals therefrom until the underlying legal claim or claims have been finally determined.

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 either party 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 the parties 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 KMC. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default.

24. STANDARD OF PRACTICE:

KMC warrants that KMC has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. KMC'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. 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.

28. 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 KMC suggested language, and a Measure Z Logo, for all press releases. In addition, KMC 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 Humboldt County Administrative Officer.

29. SUBCONTRACTS:

KMC shall obtain prior written approval from COUNTY before subcontracting any of the emergency medical 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. KMC 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.

30. SURVIVAL:

The duties and obligations of the parties set forth in Section 4(D) – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 13 – Indemnification shall survive the expiration or termination of this MOU.

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31. 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.

32. 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 (1) party on the basis that the other party prepared it.

33. 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.

34. 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.

35. 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.

36. 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.

K'IMA:W MEDICAL CENTER:

By: Mary Benedict

Date: 10.02.2017

Name: Mary Benedict

Title: ICED Controller

COUNTY OF HUMBOLDT:

By: Virginia Bass

Date: 10/24/17

Virginia Bass
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: _____

LIST OF EXHIBITS:

- Exhibit A – Application for Measure Z Funding
- Exhibit B – Quarterly and Final Summary Reports
- Exhibit C – Quarterly and Final Report Form
- Exhibit D – Social Media Reporting Requirements
- Exhibit E – Schedule of Rates
- Exhibit F – Measure Z Invoice Form
- Exhibit G – Service Coverage Area
- Exhibit H – Resolution of Limited Waiver of Sovereign Immunity



CITIZENS' ADVISORY COMMITTEE ON MEASURE Z EXPENDITURES

(Advisory Committee will make recommendations to the Humboldt County Board of Supervisors as to expenditure of funds derived from *Measure Z*.)

APPLICATION FOR FUNDING

Agency Name: Hoopa Valley Tribal Council / K'ima:w Medical Center

Mailing Address: P.O. Box 1348, Hoopa, Ca. 95546

Contact Person: Ryan Jackson

Title: Chairman

Telephone: (530)625-4211

E-mail address: cbfdistrict@gmail.com

Alternate Contacts: Emmett Chase, MD, MPH, CEO- K'ima:w

emmett.chase@kimaw.org

Mary Benedict, Controller- K'ima:w

mary.benedict@kimaw.org

1. AMOUNT OF MEASURE Z FUNDING REQUESTED FOR FY 2017-18: \$ 357,801

2. ENTITY TYPE -- Please check appropriate box.

- | | |
|---|-------------------------------------|
| a. Humboldt County Department | <input type="checkbox"/> |
| b. Contract Service Provider to Humboldt County | <input type="checkbox"/> |
| c. Local Government Entity | <input type="checkbox"/> |
| d. Private Service Provider | <input type="checkbox"/> |
| e. Non-Profit Service Provider | <input type="checkbox"/> |
| f. Other: Tribe | <input checked="" type="checkbox"/> |

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FEB 17 2017
CAO

3. Please provide brief description of proposal for which you are seeking funding.

K'ima:w Medical Center, an entity of the Hoopa Valley Tribe, maintains an ambulance base in Willow Creek in addition to the ambulance base on the reservation. The Willow Creek base serves an estimated 1,710 residents of Willow Creek and surrounding areas (based on the 2010 Census), plus an Average Annual Daily Traffic volume of 3,950 vehicles on the Berry Summit to Humboldt/Trinity County Line segment of Highway 299 (per CalTrans Route 299 Transportation concept Report, December 2010). This segment experience a collision rate of 99, including 43 fatal and injury collisions. Actual fatal collision rate is 1.7 greater than the State average for similar areas. (Source: Traffic Accident Surveillance and Analysis System-TASAS for the period of July 2006 to January 2009).

The largest component of cost is staffing 24 hours per day, 365 days per year. The cost of maintaining meaningful emergency services in a largely rural, some might say frontier area requires substantial additional levels of training and stocking additional types of medical supplies and specialized equipment to sustain life in patients needing a transport to the nearest emergency room. The Willow Creek and Hoopa Bases are

equipped the same so that the services can respond to separate, simultaneous incidents. The Hoopa base is more than 15 minutes from Willow Creek and currently sits behind an active slide on Highway 96 (the detour to Willow Creek is approximately 40 minutes from Hoopa).

4. *Measure Z* funding is scheduled to "sunset" in 2020. How are you developing a plan for sustainability, including diversification of funding sources, in order for your proposal to carry on without reliance on future *Measure Z* funds?

We are continually requesting additional funding from the Indian Health Service. We have also requested funding assistance from neighboring Tribes to contribute to the cost of this vital life-saving service. By 2020, we will work with Humboldt County to design and implement a Community Safety District through the Local Agency Formation Commission (LAFCO) process to sustain the Willow Creek base. The financial feasibility to operate an ambulance service in this area is promising with the formation and support of a Community Safety District.

5. If this request is for the continuation, or expansion, of an existing program/service, what is the current source of funding for that program/service?

K'ima:w Medical Center funds the Willow Creek Ambulance base from Medi-Cal, Medicare, and private insurance reimbursement from other medical and dental services offered at our facility. In addition, we receive some additional reimbursement from the State of California Ground Emergency Medical Transport (GEMT) program for Medi-cal reimbursable services. Most of the GEMT funds are not generated in the Willow Creek Area, but the reimbursement improves our sustainability of the ambulance service as a whole.

6. If you are awarded *Measure Z* funds, how will you use them to leverage additional grants, contributions, or community support?

The *Measure Z* funds are being used to develop baseline costs for operating an ambulance service out of the Willow Creek Area. The Tribe has provided this service for many years without any contributions from outside agencies. The Hoopa Tribe can no longer fully fund the ambulance service solely. The *Measure Z* funds provide a stop-gap (continuation of the service) to assess the viability and support of a Community Safety District as determined by the County of Humboldt.

7. Will this proposal require new or expanded activity on the part of another entity to be fully functional and effective? If so, please describe.

This is not a new or expanded activity; this is an existing service.

ATTACHMENTS—Please include the following with your application

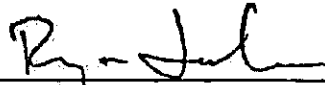
Proposal Narrative: Brief description of your request for *Measure Z* funds – Please explain how it is an essential service or for public safety. (one page maximum)

Prior Year Results: If your request is a continuation of a program funded with *Measure Z* in FY 15-16, please provide the results of implementation. (one page maximum)

Program Budget: Use budget form provided

I declare under penalty of perjury under the laws of the State of California that the above statements and all attachments are true and correct

DATE: 2/17/2017

SIGNATURE: 

SUBMIT THIS APPLICATION TO:

Humboldt County Citizens' Advisory Committee on *Measure Z* Expenditures
c/o County Administrative Office
825 Fifth Street, Suite 111
Eureka, CA 95501-1153.

Attachment 1: Proposal Narrative

The Hoopa Valley Tribe respectfully requests financial assistance through Measure Z for continued operation of its Willow Creek ambulance base. Our request is for \$357,801 for year three representing operational expenses and LIFEPAK equipment purchase. We understand that funding may be provided for additional periods through year 5; annual recurring funding will be needed to maintain the Willow Creek Ambulance Base.

The need for this funding has been a high level of concern of the citizens of Eastern Humboldt County. An article in the Times-Standard demonstrates the importance of emergency ambulance services in this remote area of Humboldt County: "Kim Willis was alone when she nearly lost her life. While staying at a friend's cabin in the Willow Creek Area in July, Willis had a heart attack. She said the symptoms came on suddenly. "I was sitting on the bed, and it felt like somebody poured a bucket on me, and then I started blacking out," Willis said. Eventually, she was able to get to the phone and call a neighbor. The neighbor called the Willow Creek Ambulance Service, which arrived in about 15 minutes. Willis, 57, said the call saved her life. "I just wouldn't have made it," she said. "It's really important to have the Willow Creek Ambulance service right there." Even though Willis lives in Eureka, she often visits Willow Creek and is concerned about the service leaving the area."

In a letter dated Feb 16, 2016, Lieutenant B.M. Fabbri, Acting Command for the Department of California Highway Patrol for Humboldt Area wrote: "The Hoopa Valley Ambulance Service is a critical element in the goals and objectives of the CHP to reduce death and injuries on state routes and county maintained roadways. Our success is incumbent upon an ambulance service with advanced life-saving equipment, and reliable response times as low as possible. The CHP supports your efforts and are hopeful that the Hoopa Valley Ambulance service receives the funding they need to maintain services to the Hoopa Valley and beyond." (Copy of letter available upon request)

In addition to serving Willow Creek, the ambulance service responds to car accidents along State Route 299 (from Redwood Creek to portions of Trinity County), and covers Weitchpec and Orleans. There is an average daily traffic volume of 3,950 vehicles; and this particular segment of highway has recently been recognized by the State, that Highway 299 is a high fatal and injury collision area, resulting in approximately 1.7 times higher than the state average for similar area.

The Hoopa/Willow Creek ambulances responded to 1,289 calls in 2016. Of the 1,289 calls, 310 of those calls generated from the Willow Creek, Burnt Ranch, and Salyer area. Of the (310) calls (49) calls were Motor Vehicle Accidents and of the (49) MVA's (23) were over-the-bank. Of the (49) MVA's (3) people were taken by helicopter. The result of losing the service that is based in Willow Creek could potentially be devastating; resulting in either a complete lack of coverage for the area or an increased wait time for an ambulance to arrive.

The Willow Creek satellite service, which has been in the area for about two decades, may come to an end if additional funding isn't secured since the Tribe can no longer financially support this area due to low reimbursement rates, increased expenses, low volume of runs, and other economic factors. Plans to sustain the project after Measure Z funding include more aggressive collection processes and the development and support from a Community Safety District.

Attachment 2: Prior Year Results

The funding K'ima:w Medical Center receives from Measure Z has enabled us to keep the Willow Creek base operational while Humboldt County staff work on the development of a Community Safety District. Our second ambulance (based in Willow Creek) is fully staffed with ALS coverage 24 hours per day, 365 days per year. The ambulance base is located just out of Willow Creek with ease of access to State Highway 299. The 2015 ambulances are equipped with the highly advanced ALS equipment, which includes 12-lead heart monitors, external pacing, auto blood pressure cuffs, and pulse oximeters, advanced intubation equipment, C-pap (advanced breathing equipment), and interosseous (advanced IV equipment). Our crews are trained in low angle rope rescue and the ambulance carries 800 foot of rope, hardware to descend/ascend with the patient, and equipment to extricate the patient when needed. We are also equipped with water rescue equipment.

Hoopla Ambulance has been based in the Willow Creek area for many years. The Measure Z monies are enabling us to maintain complete emergency ALS coverage in an area that is 50 minutes away from any advanced medical care. Hoopla is always looking into modern ways and new technology to improve care and meet the highest level of emergency care in a super rural area. Ambulance Paramedics maintain high skill levels and ongoing continuous education training consists of 48 hours every 2 years. Field care audits are conducted every 2 months, and ongoing patient care auditing done is performed internally.

The last two years of funding have kept the Willow Creek Base operational. Revenue recovery has improved with the service having its own biller dedicated to billing and collections. The program also bills the State of California and recovers some funds through the Ground Emergency Medical Transport (GEMT) program.

For 2016

Hoopla/Willow Creek Ambulances responded to 1,289 calls.

Of the 1,289 calls, 310 of those calls generated from the Willow Creek, Burnt Ranch, and Salyer area.

Of the 310 calls 49 calls were Motor Vehicle Accidents and of the (49) MVA's (23) were over-the-bank.

Of the (49) MVA's (3) people were taken by helicopter and 18 of the MVA's were code 3 transports.

The average transport time is 4 hours round trip. When both the Willow Creek and Hoopla ambulances are out of the response area due to transports to the hospital, K'ima:w Medical Center contracts with Arcata-Mad River Ambulance for response to the Willow Creek area with ALS standby coverage. Hoopla does their best to provide necessary coverage to meet the community's needs for our super rural response area.

The Measure Z funds provide a stop-gap while the County of Humboldt develops and analyzes the viability of a Community Safety District:

HOOPA VALLEY TRIBAL COUNCIL
WILLOW CREEK AMBULANCE BASE
MEASURE Z FUNDING REQUEST - FY 17/18

DESCRIPTION

PROJECTED REVENUE	200,000
(Less 5% Trinity County)	<u>10,000</u>
ESTIMATED HUMBOLDT COUNTY REVENUE	<u>190,000</u>
PERSONNEL EXPENSES	
WAGES	265,406
FRINGE BENEFITS	
FICA	20,304
STATE UNEMPLOYMENT INS	2,604
HEALTH INSURANCE	48,590
RETIREMENT (401K)	10,382
WORKERS COMPENSATION INS	<u>26,620</u>
TOTAL PERSONNEL COSTS	373,906
OPERATING EXPENSES	
AMBULANCE LEASE/REPAIRS	8,930
Equipment	35,000
Auto Expense	26,000
Standby Services-Arcata Amb	6,000
SUPPLIES	15,275
SUPPLIES-HOUSEHOLD ITEMS	2,500
RENT-Facility	8,100
UTILITIES	
ELECTRICITY	4,500
PROPANE	1,750
WATER	-
WASTE REMOVAL	-
COMMUNICATIONS AND DISPATCH	36,250
TRAINING /TRAVEL	2,500
MISCELLANEOUS	4,750
LEASES	1,932
ADMIN FEE (Excludes Equip)	<u>49,239</u>
TOTAL OPERATING EXPENSES	202,726
TOTAL PROJECTED EXPENSES	576,632
(Less 5% Trinity County)	<u>28,832</u>
ESTIMATED HUMBOLDT COUNTY EXPENSES	547,801
HUMBOLDT CO. DEFICIT - FUNDING REQUEST	<u>357,801</u>

EXHIBIT B
QUARTERLY AND FINAL SUMMARY REPORT

K'ima:w Medical Center
Fiscal Year 2017-2018

1. DUE DATES:

Quarterly reports are due one (1) 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. KMC must submit a quarterly report for each quarter in which the contract is active. The Final Summary Report is due one (1) 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 March31	April 30
4	April 1 through June 30	July 31
Final Summary Report	Based on contract term	One (1) month after MOU expiration

2. SUBMISSION OF REPORTS:

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

COUNTY: Humboldt County Administrative Office
Attention: Elishia Hayes, Senior Administrative Analyst
825 Fifth Street, Room 112
Eureka, California 95501

EXHIBIT C
QUARTERLY AND FINAL REPORT FORM
K'ima:w Medical Center
Fiscal Year 2017-2018

COUNTY OF HUMBOLDT – MEASURE Z
Report Form



Organization Name: _____ **Report Date:** _____

Contact Name: _____ **Phone:** _____

Please attach a narrative report addressing the items outlined in section I below. Feel free to attach any other relevant materials or reports.

I. QUARTERLY NARRATIVE (please attach a maximum of 1 page, exclusive of attachments)

A. Results/Outcomes

- 1. Please describe the Measure Z activities completed and/or total numbers served or reached.
- 2. What difference did Measure Z funding make in our community and for the population you are serving? Please discuss evidence of effect (e.g., community indicators, outcomes, etc.). *If you have evaluation materials that document outcomes and impacts of your work, feel free to attach them in lieu of answering this or other questions.*
- 3. Describe any unanticipated impacts of receiving Measure Z funding, positive or negative, not already described above.

II. FINAL SUMMARY REPORT (please attach a maximum of 2 pages, exclusive of attachments)

A. Lessons Learned

- 1. Describe what you learned based on the results/outcomes you reported in Section A above and what, if any, changes you will make based on your results/outcomes.
- 2. What overall public safety improvements has your organization seen as a result of receiving Measure Z funding?

EXHIBIT D
SOCIAL MEDIA REPORTING REQUIREMENTS

K'ima:w Medical Center
Fiscal Year 2017-2018

1. DUE DATES:

KMC will post Measure Z updates on KMC-maintained social media accounts within two (2) weeks of submitting quarterly and final reports to COUNTY pursuant to the terms and conditions of this MOU.

2. SOCIAL MEDIA ACCOUNT IDENTIFICATION:

Measure Z updates posted on social media accounts shall clearly identify the agency receiving Measure Z funds and the projects funded by the Measure Z funds that have been allocated thereto. Please indicate below the social media account(s) where KMC will post Measure Z updates:

Social Media (*ie, Facebook*) Account Name (*ie, County of Humboldt – Government*)

3. CONTENT OF SOCIAL MEDIA POSTS:

The social media posts required pursuant to the terms and conditions of this MOU are meant to inform the public of progress with projects funded by Measure Z. As such, KMC's social media posts should summarize the content included in each of the quarterly final reports submitted to COUNTY. Such posts can be done in text or video.

Posts will include “#MeasureZ” on Twitter and Facebook to help the public identify Measure Z posts.

Example Facebook post:

“#MeasureZ update: Over the last quarter we [____brief description of Measure Z activities completed and/or total numbers served____]. During our efforts this quarter we've seen [____brief description of the difference Measure Z funding has made in our community and for the population you are serving____].

ATTACHMENT II - EXHIBIT E
Budget
Agency Name

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

Descriptions	Amounts	Approved Budget	Remaining Balance	
A. Personnel Costs				
Title: Salary and Benefits Calculation:			0.00	
Duties Description:				
Title: Salary and Benefits Calculation:			0	
Duties Description:				
Title: Salary and Benefits Calculation:			0	
Duties Description:				
Title: Salary and Benefits Calculation:			0	
Duties Description:				
Total Personnel:		0.00	0.00	0.00
B. Operational Costs (Rent, Utilities, Phones, etc.)				
Title:				
Description:				
Title:				
Description:				
Title:				
Description:				
Title:				
Description:				
Total Operating Costs:		0	0	0
C. Consumables/Supplies (Supplies and Consumables should be separate)				
Title:				
Description:				
Title:				
Description:				
Title:				
Description:				
Title:				
Description:				
Total Consumable/Supplies:		0	0	0

ATTACHMENT II - EXHIBIT E
 Budget
 Agency Name

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

Descriptions	Amounts	Approved Budget	Remaining Balance
D. Transportation/Travel (Local and Out-of-County should be separate)			
Title: _____			
Description: _____			
Title: _____			
Description: _____			
Title: _____			
Description: _____			
Total Transportation/Travel Costs:	0	0	0
E. Fixed Assets			
Title: _____			
Description: _____			
Title: _____			
Description: _____			
Total Other Costs:	0	0	0
Invoice Total:	0.00		

ATTACHMENT II - EXHIBIT F

Measure Z - Invoice

Agency Name Coordinator/Contact Address Phone
--

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

Description	Cost	Total Amount Due
Personnel Costs (Wages and Benefits)	\$0.00	
Operational Costs (Rent, Utilities, Phones, etc.)	\$0.00	
Consumables/Supplies (Supplies and Consumables should be separate)	\$0.00	
Transportation/Travel (Local and out of county should be separate)	\$0.00	
Other (Indirect Costs, Contracts, etc.)	\$0.00	
		\$0.00

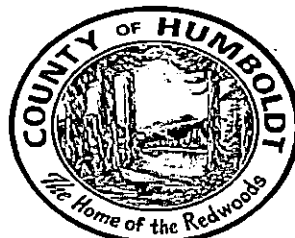
I certify that the information provided above is, to the best of my knowledge, complete and accurate; the expenditures are in accordance with the approved Agreement cited for services provided under the provision of that agreement. Full justification and backup records for the expenditures are maintained in our office at the address indicated.

Signature and date: _____

Print Name and Title: _____

Send invoice to:

COUNTY OF HUMBOLDT
 County Administrative Office
 825 Fifth Street, Room 112
 Eureka Ca 95501



(707) 445-7266

_____ Date

_____ Date

ALS PROVIDER DEFINED ZONES FOR THE NORTH COAST EMS REGION

Please indicate the zone where your call is run by either a two or three letter identifier:

- First letter identifies the provider
- The second letter identifies the provider's defined zone
- The third letter, if required, identifies:
 1. Calls run "H" on a highway with a speed limit equal or greater than 55 MPH
 2. Calls originating in outdoor bodies of water "W" (including pools, etc.)
 3. Calls requiring a medevac "M"

i.e. A call run in Del Norte Ambulance's "Gasquet" zone would be identified as EC. If that same call was run on a highway it would be identified as ECH. Note: The "Zone" field is not case sensitive.

Del Norte County**Del Norte Ambulance - E**

<u>EA</u>	Oregon:	All calls run into Oregon
<u>EB</u>	Siskiyou	All calls run into Siskiyou County
<u>EC</u>	Klamath:	All of Klamath township
<u>ED</u>	Gasquet:	All of Gasquet township
<u>EE</u>	Hiouchi:	All of Hiouchi township
<u>EG</u>	Smith River:	All of Smith River township
<u>EH</u>	Fort Dick:	All of Fort Dick township
<u>EI</u>	Crescent City:	All areas of Crescent City except the Birch Tract
<u>EJ</u>	Birch Tract:	Birch Tract located out by Elk Valley Casino

Humboldt County**Arcata Ambulance - R**

<u>RA</u>	Orick:	101 North of Big Lagoon to Bald Hills Road
<u>RB</u>	Trinidad:	101 North of Crannel to Big Lagoon
<u>RC</u>	McKinleyville:	101 at Mad River Bridge to Crannel Exit
<u>RD</u>	Arcata:	101 at Indianola North to Mad River Bridge – 299 including Bayside AND 299 East to first Glendale Exit
<u>RE</u>	Manila:	Highway 255 South at V Street to Peninsula Drive
<u>RF</u>	Prairie Creek	101 North of Bald Hills Road to Del Norte County Line

<u>RG</u>	Blue Lake	299 East of first Glendale exit to Blue Lake scales including Blue Lake, Korbel and Maple Creek
<u>RH</u>	Lord Ellis	299 East of scales to Redwood Creek Bridge

Hoopa – Ki'ma:w - I

<u>EB</u>	Points North:	Mutual aid north of the Orleans Fire zone (Siskiyou County)
<u>IA</u>	Orleans Fire:	South from the Highway 96/169 junction to the Somes Bar Store in the North. Includes Orleans Proper and Ishi Pishi Road in the west and Red Cap road in the south. Includes the north east area along the Klamath River to the area of Forks of the Salmon.
<u>IB</u>	Hoopa:	Boundaries begin from Sugar Bowl area in the south along Highway 299 to Wietchpec Bridge to Highway 169/96 intersection. The Hoopa Valley twelve mile square including the following main roads: Pine Creek/Redwood Creek Road, Bald Hills Road/Bloody Camp Road, east on Big Hill Road and Tish Tang Road. The southern areas of Highway 169 along the Klamath River, including Pecwan and Johnsons.
<u>IC</u>	Willow Creek:	From the Redwood Creek Bridge (Highway 299) and east to the Trinity County Line
<u>ID</u>	Trinity 299:	Trinity County Line east

City Ambulance - T

<u>TA</u>	Humboldt Bay:	Samoa north to Peninsula Drive, including Indian and Islands
<u>TB</u>	North-West Eureka:	City Ambulance 1 response area east to Harrison Avenue (including Harrison Avenue)
<u>TC</u>	North-East Eureka:	West to Harrison Avenue (does not include Harrison Avenue) and East to Indianola Cut Off
<u>TD</u>	South-West Eureka:	City Ambulance 2 response area east to Harrison Avenue and South to Ridgewood Drive (includes Ridgewood Drive)
<u>TE</u>	Humboldt Hill Zone:	City Ambulance 2 response area north to Ridgewood Drive and south to Hookton Road (including Hookton Road)
<u>TF</u>	Loleta Zone:	North to Hookton Road (does not include Hookton Road), west to the ocean, east to the county line, south to the Eel River at Fernbridge (includes Fernbridge)
<u>TG</u>	Ferndale Zone:	North to the Humboldt Bay, west to the end of Centerville Road and the beginning of the Wildcat, east to Eel River Road, south to Blue Slide Road

<u>TH</u>	Fortuna Zone:	North to Fernbridge, west to the Eel River, east to the bottom of Wolverton Gulch, south to the Van Duzen River
<u>TI</u>	Hydesville Zone:	North to Headwaters, west to the bottom of the Wolverton Gulch, east to Fisher Road (includes Fisher Road), south to the Van Duzen River
<u>TJ</u>	Carlotta Zone:	North to Headwaters, west to Fisher Road (does not include Fisher Road) east to Swains Flat, south to the Van Duzen River
<u>TK</u>	Rio Dell/Scotia Zone:	North to the Van Duzen River and Blue Slide Road, east to the Eel River, west to Monument, south to Shively Road (does not include Shively Road)
<u>TL</u>	South Fork Zone:	North to Shively Road (includes Shively Road), west to Big Hill, east to the county line, south to south end of the Dyresville Loop Bridge
<u>TM</u>	Mattole Zone:	North to the north end of the Wildcat, west to the ocean, east to Big Hill, south to Eppersburg Bridge (does not include the bridge)

SHAR - O

<u>OA</u>	Garberville:	Garberville and Redway proper, from the north end of the Creek off/on ramps to and including the south end of the Benbow off/on ramps; Benbow Drive up to the Benbow State Park Road; Alderpoint Road up to Quarry Road; Sprowel Creek Road to the south end of the airport, and NOT including Old Briceland Road; and west on Briceland Road to the middle of the 3 rd Redwood Creek bridge.
<u>OB</u>	Myers Flat:	North of the Garberville zone to the north end of the Highway 101 on/off ramps at Myers Flat; Elk Creek Road to Four Corners (intersection with Dyerville Loop/Mail Ridge Road and Whitlow Road.
<u>OC</u>	Dyerville:	North of Myers Flat (zone), up to the middle of the Dyerville Bridge; All of Dyerville Loop/Mail Ridge Road from the north end at Avenue of the Giants, south to, and including the Fort Seward Road (the part that is west of the Eel River).
<u>OD</u>	Alderpoint:	All areas east of Garberville (zone) and south of Dyerville (zone) on the Alderpoint road to and including Old Harris Road, and south on Bell Springs (Mail Ridge) Road to Old Harris Road.
<u>OE</u>	East Border:	All areas east of Alderpoint (zone) to the Humboldt-Trinity County line.
<u>OF</u>	South Border:	All areas south of Garberville (zone) and Alderpoint (zone) to The Humboldt-Mendocino County line.
<u>OG</u>	Briceland:	All areas west of Garberville (zone) on Sprowel Creek Road

and including Old Briceland Road; All areas west of zone 1 on Briceland Road to the intersection of Paradise Ridge Road; South on the Whitethorn Road to the Humboldt-Mendocino County line; North on the Ettersburg Road to the Doodyville Road intersection.

OH North Briceland: All areas west to the Ettersburg Bridge, including the bridge (begin City Ambulance response area)

OI Mendocino: Mendocino County

Southern Trinity County

STAR - U

UA Larabee: From Deerfield Ranch east to the South Fork Van Duzen River Bridge on Hwy 36

UB Buck Mountain: From South Fork Van Duzen River Bridge on Hwy 36 to the Dinsmore Bridge on Hwy 36 on Hwy 37

UC Dinsmore: From the Dinsmore Bridge to the top of Low Gap on Hwy 36

UD Van Duzen: From the intersection of the Van Duzen Road and Hwy 36 to Lost Bridge eight miles south of Hwy 36

UE Hetten: From Lost Bridge south to the Zenia USFS Guard Station east of Zenia

UF Zenia/
Kettenpom: From the Zenia Guard Station to the intersection of the Zenia Road with the Zenia Road with the Zenia/Covelo Road northwest to the Humboldt county line and south to the Mendocino county line

UG Mad River: Along Hwy 36 from the top of Low Gap to the top of South Fork Mountain and from the intersection of Hwy 36 and the Ruth Road south to the Ruth Lake Dam

UH Ruth: From the Ruth Dam south to the Yolla Bolly Wilderness Area

Lake County

Upper Lake Fire - P

OA Mendocino: Mendocino County

OB Zone 1: Upper Lake Proper, Highway 20 at Mendenhall North to Elk Mountain Road to the Ranger Station (US Forest Service) back to Middle Creek Road. To Clover Drive following it to Clover Valley Road, back towards Upper Lake past the High School, to First Street to Government Street. Then to

Highway 20 West to Mendenhall. This will take in Bridge Arbor.

- OC Zone 2: Hwy 20 at Main Street east on Hwy 20 to the Robenson Ranchera Bingo Parlor and side roads off Hwy 20.
- OD Zone 3: Hwy 20 at Main Street west on Hwy 20 to Hwy 29 to the Nice Lucerne cut off and all the side roads off Hwy 29 and Hwy 20.
- OE Zone 4: Hwy 20 and Hwy 29 West on hwy 20 Taking in Bachelor Valley and all side roads off Hwy 20. Scotts Valley Road to 6200 Scoots Valley Road. Hwy 20 west into Blue Lakes area. West on Hwy 20 past the county line to the gravel pit on Hwy 20.
- OF Zone 5: Starting at the US Forest Service north on Elk Mountain Road to the CC camp and all the side roads off of ELK Mountain on Road including White Rock Canyon Road. From the CC the Camp North Elk Mountain Road to the top of the mountain. Through end of the pavement and all the side roads and dirt roads off of Elk Mountain Road.

Nice - C

- OA Nice: Nice
- OB Robinson Rancheria: The reservation

Lucerne - N

- NA Zone 1: Town of Lucerne, and outlying areas, starting at Hwy 20 and Bartlett Springs Road, proceeding east on Hwy 20 to Rosemont Drive. This area includes all of Lucerne, north to Foothill Drive and west to Roland Drive. This area also includes the portion of Clearlake (lake) within the department's jurisdiction.
- NB Zone 2: Hwy 20 proceeding east to Bender Drive, including the Pepperwood Cove and Kono Tayee Heights Subdivision
- NC Zone 3: Those areas of Barlett Springs that Lucerne Fire Department is responsible for from Hwy 20 proceeding roughly north, north west up Bartlett Springs Road to the northern thrid of the Indian Valley Reservoir.
- NE Zone 4: North and west of Roland Drive and Foothill Drive, including the areas Designated as Clearlake Beach Subdivision.

Clearlake Oaks - L

- LA Colusa County Zone: Any runs into Colusa County
- LB Clearlake Oaks Zone: Clearlake Oaks proper runs from Pingree Road to the west of

the main station to the Highway 20/53 intersection east of the main station. From both directions on Highway 20 this will include all properties from the water's edge to the hillside homes, "The Keys" and all of High Valley sub-division. From Highway 20 south on Sulpher Bank Road up to North Drive and west to the ELEM Colony.

- LC Glenhaven Zone: From Pingree Road to Bruner Drive along Highway 20. Includes all properties from the water's edge to the hillside Homes including "Paradise Cove" and "Kona Tave" sub-divisions
- LD Spring Valley: Spring Valley sub-division only. Begins from Highway 20 and proceeds northwest into the sub-division.
- LE Double Eagle: Double Eagle sub-division only. Begins east of Clearlake Oaks from Highway 20 and proceeds north into the sub-division.
- LF Other Areas: Remainder of undeveloped areas of the Clearlake Oaks Fire Protection District.

Lake County Fire Protection District - A

- AA Clearlake: City of Clearlake proper and includes East and West side of the City Limits. This extends from Hwy 53 at Dam Road 53 (Wal-Mart) Southbound and Hwy 53 and Ogulin Canyon Road to the North. Hwy 53 East in the area of the Chatman Tract (14th Ave. to 45th Ave "Davis" land fill). To the west Lakeshore Drive to the Gooseneck 12200 block of LSD.
- AB Clearlake Park: Lakeshore Drive (Gooseneck) to Windflower Pt. and Sulfur Bank Dr. and North Dr. to Crestview through the "Fire Roads" to Windflower Pt.
- AC Lower Lake: Hwy 53 and Dam Road (Wal-Mart) to North and through Hwy #53 and #29 intersection to Twin Lakes subdivision. Then Hwy 29 North to Lakeport at CC27 Manning Flat. Eastbound Morgan Valley Road 5 miles near the Christmas tree farm.
- AD Other Areas: Includes the remainder of all other undeveloped areas of the Fire District

Kelseyville Fire - S

- SA Kelseyville – Big Valley: Kelseyville proper and includes all areas of Big Valley. This extends from Bottle Rock Road and Hi-way 29 in the East and along the base of Mount Konocti to / and including the Clearlake State Park then along the shore of Clearlake to the district boundary with Lakeport Fire District in the west continuing on the west boundary to Bell Hill Road then along Bell Hill Road to Gold Dust Drive and then following Gold Dust Drive to Kelsey Creek drive and then following Kelsey

Creek Drive to Grosses Cut Off then on Live Oak Drive to Cole Creek Road to Bottle Rock Road and then to Hi-way 29.

- SB Soda Bay – Buckingham: This Zone includes all inhabited areas from east of the Bay Clearlake State Park to the north fence at Konocti Harbor Inn on Soda Road. The following areas are included: Soda Bay, Soda Bay Terraces, Riviera Heights, Buckingham and Riviera West.
- SC Konocti Bay: This Zone includes inhabited areas of Konocti Harbor Inn, Konocti Bay Resorts, Konocti Bay Road Resorts and all residences in the Konocti Bay area.
- SD Clearlake Riviera: This Zone includes the Clearlake Riviera solely.
- SE Other Areas: Includes the remainder of all other undeveloped areas of the fire district.

South Lake County Fire – Y

- YA Napa zone: All call run in Napa County
- YB ZONE 60-00 MIDDLETOWN PROPER:
North Highway 175 at Dry Creek Road
North Big Canyon at Dry Creek
North Highway 29 at St. Helena Creek
South Highway 29 at Central Park Road
East to the end of St. Helena Creek Road
West to the end of Santa Clara Avenue.
- YC ZONE 60-01 NORTH MIDDLETOWN: (BIG CANYON AND HIGHWAY 29 NORTH)
North Big Canyon at Ettawa Springs
South Big Canyon Road at Dry Creek
North Highway 29 at the Bar X Ranch
South Highway 29 at St. Helena Creek
- YD ZONE 60-02 SOUTH MIDDLETOWN: HIGHWAY 29 the MOUNT SAINT HELENA CORRIDOR)
North Highway 29 at Central Park Road
South Highway 29 at the Napa County Line
West to the end of Dry Creek Road
West Ida Clayton Road at the Sonoma County Line
- YE ZONE 60-03 EAST MIDDLETOWN: (BUTTS CANYON ROAD)
East Butts Canyon Road at the Napa County Line West Butts Canyon Road at

Highway 29

- YF ZONE 60-04 WEST MIDDLETOWN: (ANDERSON SPRINGS)
West Middletown and Anderson Springs
North Highway 175 at Neft Road
West Socrates Mine Road at the Sonoma County Line
West to the end of Hot Springs Road
South Dry Creek cut off road at Dry Creek
South Highway 175 at Dry Creek
- YG ZONE 62-00 COBB PROPER:
North Highway 175 to Summit Drive
South Highway 175 to Whispering Pines
East to the top of Ponderosa Road
East Cobb Blvd. To Gifford Springs Road
West Bottle Rock Road to Pine Grove
- YH ZONE 62-01 NORTH COBB: (PINE SUMMIT SUBDIVISION)
North Highway 175 and Harrington Flat Road
North Harrington Flat at Sulpher Bank Road
South Highway 175 at Summit Drive
East Boggs State Forest
West Pine Summit Subdivision
- YI ZONE 62-02 SOUTH COBB: (WHISPERING PINES)
North Highway 175 at Whispering Pines
South Highway 175 at Neft Road
- YJ ZONE 62-03 EAST COBB: (STARVIEW SUBDIVISION)
West Cobb Blvd. at Gifford Springs Road
East end of Starview Subdivision
North end of Starview Subdivision
- YK ZONE 62-04 WEST COBB: (GLENBROOK)
East Bottle Rock Road at Pine Grove
East Harrington Flat Road to Sulpher Bank Road
West Saw Mill Road and High Valley into Cal Pine
West Bottle Rock Road at Cold Water Creek Road
West Harrington Flat Road at Boggs Lake
- YL ZONE 63-00 HIDDEN VALLEY SUBDIVISION:
North to the end of Hidden Valley Subdivision at the top of Eagle Rock Road
South to Putah Creek
East Spruce Grove Road at Eagle Rock
East to the end of Stinson Ranch Road
East to the end of Hidden Valley Rancho/Yankee Valley Road
West Hartman Road at Highway 29

West Spruce Grove Road at Highway 29
West Hidden Valley Road at Highway 29

- YM ZONE 63-01 NORTH HIDDEN VALLEY: (HIGHWAY 29 NORTH)
North Highway 29 to Hoffacker South Highway 29 to Hartman Road
- YN ZONE 63-02 SOUTH HIDDEN VALLEY: (HIGHWAY 29 SOUTH
AND GRANGE ROAD)
North Highway 29 at Hartman
South Highway 29 at the Bar X Ranch
East to the end of Grange Road
- YO ZONE 63-03 EAST HIDDEN VALLEY: (SPRUCE GROVE ROAD EAST AND
JERUSALEM VALLEY)
West Spruce Grove Road at Eagle Rock Road
East Spruce Grove Road one mile east of Jerusalem Valley Road
East to the end of Jerusalem Valley Road
- YP ZONE 63-04 WEST HIDDEN VALLEY: (SPRUCE GROVE
EXTENSION)
North Spruce Grove Extension at Highway 29
South spruce Grove Extension at Highway 29
West to the end of U. S. S. Liberty Lane
- YQ ZONE 64-00 LOCH LOMOND PROPER
North Highway 175 at Western Pine Road
South Highway 175 at Adams Springs
East Loch Lomond Road at Sycamore Road
West Rockys Road To The Top of The Ridge
- YR ZONE 64-01 NORTH LOCH LOMOND: (SALMINIA AND MOUNT
HANNAH)
North Highway 175 at Mount Hannah
North Salmina Road at Diener Road
South Highway 175 at Western Pine Road
East Rosa Trail Road at The End
- YS ZONE 64-02 SOUTH LOCH LOMOND: (SOUTH HIGHWAY 175 INTO
COBB)
North Highway 175 at Adams Springs South Highway 175 into Station 62

Response Area)

YT ZONE 64-03 EAST LOCH LOMOND: (SEIGLER AND HOWARD SPRINGS)

North Seigler Springs Road at Gray Road
South Big Canyon Road at Ettawa Springs
East Loch Lomond Road at Seigler Canyon Road
West Loch Lomond Road at Sycamore Road

YW ZONE 64-04 WEST LOCH LOMOND: (AIRSTRIP ROAD)

East Rockys Road at The Top of The Ridge West Airstrip Road at Harrington
Flat Road

Lakeport Fire - K

KA Scotts Valley/
Cow Mountain:

All inhabited areas west of the Lakeport Zone (see Lakeport Zone) to the Lake County line, and to the north to the district boundary line with Station 90. South to State Highway 175 and the Finley/Highland Spring Zone (see Highland Springs/Finley Zone. Includes Martin Street starting at the intersection Keck Road.

KB Highland Springs/
Finley:

All inhabited areas south of the Lakeport Zone (see Lakeport Zone) and the Scotts Valley/Cow Mountain Zone to the Lake County line and east to the district boundary with Station 55. Includes the Finley area, Mission Rancheria area, Lampson Airport, and Highland Springs Reservoir.

KC Lakeport:

All areas within the city limits of Lakeport. Includes some inhabited areas outside the city limits, starting at the intersection of Lakeshore Boulevard and Beach Lane, running north along Lakeshore Boulevard to the intersection of Parkway, west along Parkway to the intersection Hill Road, south along Hill Road to the intersection of Hill Road East, south along hill road to the intersection of Scott Valley Road, Scotts Valley Road to the intersection of Riggs Road, south to to the intersection Mathews Road and State Highway 175, along Mathews Road to the intersection of Highland Springs Road, north along Highland Springs Road to the intersection of Soda Bay Road, north to the city limits of Lakeport.

Zone includes the following roads, Martin Street up to the intersection of Keck Road, Keck Road, Sandy Lane, Diane Way, Creekside Drive, Linda Lane, City of Lakeport Sewer Plant, Dixon Drive, State Highway 175 from State Highway 29 to the intersection of Mathews Road.

KD **North Lakeport:** **All the area north of Parkway to the district boundary of Station 90 and Station 85, running south along State Highway 29 to the Hill Road underpass of Parkway, running east along Parkway to the intersection of Lakeshore Boulevard. Zone includes the Hill Road Jail and Juvenile Hall, North West Sewer Treatment Plant.**

RESOLUTION OF THE HOOPA VALLEY TRIBE
K'IMA:W MEDICAL CENTER
HOOPA, CALIFORNIA

RESOLUTION NO: 17-004

DATE APPROVED: SEPTEMBER 19, 2017

A RESOLUTION OF LIMITED WAIVER OF SOVEREIGN IMMUNITY FOR THE AGREEMENT BETWEEN THE COUNTY AND K'IMA:W MEDICAL CENTER RELATING TO THE EAST HUMBOLDT COUNTY AMBULANCE SERVICES- MEASURE Z

WHEREAS: The Hoopa Valley Tribe did on June 20, 1972, adopt a Constitution and Bylaws which was approved by the Commissioner of Indian Affairs on August 18, 1972 and ratified by Act of Congress on October 31, 1988, and, by tribal law, the sovereign authority of the Tribe over the matter described herein is delegated to the Hoopa Valley Tribal Council; and

WHEREAS: Pursuant to Article IX, section 1 of the Constitution, the Tribal Council is empowered to and did charter the K'ima:w Medical Center as a separate governmental entity authorized to develop and administer health programs on behalf of the Hoopa Valley Tribe; and

WHEREAS: Section 3.3.5 of the K'ima:w Medical Center charter authorizes K'ima:w to enter into contracts, subject to Hoopa Valley Tribal Council approval, that are necessary for the conduct of K'ima:w Medical Center business; and

WHEREAS: Pursuant to policy direction from the Hoopa Valley Tribal Council the K'ima:w Medical developed and operates an ambulance service that services the reservation and surrounding region

WHEREAS: On September 19, 2017 the K'ima:w Medical Board approved a motion to enter into an agreement with the County of Humboldt (County), by which the County will provide contributing funds from Measure Z in an amount not to exceed \$357,801.00 to supplement the ambulance services provided to eastern Humboldt County; and

WHEREAS: K'ima:w and the County are entering into an MOU entitled "MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF HUMBOLDT AND K'IMA:W MEDICAL CENTER" for purposes of defining the parties responsibilities and legal obligations; and

WHEREAS: Said MOU requires in paragraph 19(A) that K'ima:w execute and attach as an exhibit a formal Resolution of Limited Waiver of Sovereign Immunity; and

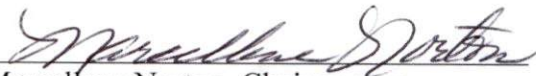
NOW THEREFORE BE IT RESOLVED: That the K'ima:w Medical Center grants the County a limited waiver of its sovereign immunity pursuant to the terms and conditions expressed in paragraph 15 of said Agreement.

BE IT FURTHER RESOLVED: That the K'ima:w Medical Center hereby incorporates this Resolution by reference into the above referenced Agreement and authorizes its attachment thereto as an exhibit.


CERTIFICATION

I, the undersigned, as Chairman of the K'ima:w Medical Center Governing Board, do hereby certify that the K'ima:w Medical Center Governing Board is composed of seven members of which six were present, constituting a quorum, at a regular meeting thereof, duly and regularly called, noticed, convened and held this 19th day of September, 2017; and that this Resolution was adopted by a vote of six FOR and zero AGAINST, and that said Resolution has not been rescinded or amended in any way.

Dated this 19th day of September, 2017


Marcellene Norton, Chairwomen
K'ima:w Medical Center Governing Board

ATTEST:


Jessica Mosier, Executive Secretary