

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
HUMBOLDT COUNTY FIRE CHIEF'S ASSOCIATION
FOR FISCAL YEAR 2019-2020**

This Memorandum of Understanding ("MOU"), entered into this ____ day of _____, 2019, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Humboldt County Fire Chief's Association, a California non-profit corporation, hereinafter referred to as "HCFCA," 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, without limitation, 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 cannabis 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 25, 2019, HCFCA submitted a Measure Z application, which is attached hereto as Exhibit A – Application for Measure Z Funding – and incorporated herein by reference as if set forth in full, to the Citizens' Advisory Committee requesting an allocation in the amount of Two Million Three Hundred Sixty-Six Thousand Seven Hundred Ninety-Four Dollars (\$2,366,794.00) for the purpose of paying the costs and expenses associated with purchasing fire-related equipment and other necessary supplies, including, without limitation, protective clothing, fire hoses and building materials necessary to construct fire stations and training facilities, compensating certain fire protection districts for the provision of Emergency Services and providing planning-related services regarding fire district boundaries; and

WHEREAS, on April 16, 2019, the Humboldt County Board of Supervisors approved the Measure Z application submitted by HCFCA in the amount of One Million Six Hundred Sixteen Thousand Seven Hundred Ninety-Five Dollars (\$1,616,795.00) through June 30, 2020.

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

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

1. DEFINITIONS:

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

2. COUNTY OBLIGATIONS:

- A. Payment of Equipment-Related Purchases. COUNTY shall directly pay vendors for the purchase of fire-related equipment and other necessary supplies, including, without limitation, protective clothing, fire hoses and building materials necessary to construct fire stations and training facilities, upon receipt of approved invoices and proof that either an informal bid process was utilized in accordance with any and all applicable local, state and federal laws, regulations and standards or that the requirements associated with sole source purchases were met.
- B. Payment of Dispatch Fees. COUNTY shall directly pay dispatch fees to the California Department of Forestry and Fire Protection upon receipt of approved invoices from HCFCA.
- C. Payment for Emergency Services. COUNTY shall directly pay HCFCA for Emergency Services provided in the Service Gap Area by the Blue Lake, Kneeland and Willow Creek Fire Protection Districts upon receipt of approved invoices from HCFCA.
- D. Payment of Planning-Related Services. COUNTY shall directly pay HCFCA for the provision of planning-related services regarding fire district boundaries upon receipt of approved invoices.

3. HCFCA OBLIGATIONS:

- A. Equipment-Related Purchases. HCFCA shall submit to COUNTY approved invoices which include, without limitation, the cost of each item purchased and the name and address of each fire district receiving such items, along with proof that either an informal bid process was utilized in accordance with any and all applicable local, state or federal laws, regulations and standards or that the requirements associated with sole source purchases were met, for each equipment-related purchase made hereunder. Any and all equipment and fixed assets purchased pursuant to the terms and conditions of this MOU shall become the property of HCFCA.
- B. Dispatch Fees. HCFCA shall submit to COUNTY approved invoices for any and all state dispatch fees incurred pursuant to the terms and conditions of this MOU.
- C. Emergency Services. HCFCA shall submit to COUNTY approved invoices for any and all Emergency Services provided in the Service Gap Area by the Blue Lake, Kneeland and Willow Creek Fire Protection Districts.
- D. Planning-Related Services. HCFCA shall submit to COUNTY approved invoices for any and all planning-related services regarding fire district boundaries provided pursuant to the terms and conditions of this MOU.

- E. Quarterly and Final Reports. HCFCFA shall 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 as if set forth in full. 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 as if set forth in full.
- F. Social Media. HCFCFA shall post summaries of the information contained in the quarterly and final reports submitted pursuant to the terms and conditions of this MOU on HCFCFA-maintained social media accounts as set forth in Exhibit D – Social Media Reporting Requirements – which is attached hereto and incorporated herein by reference as if set forth in full. For purposes of this MOU, the term social media includes, without limitation, Facebook, Twitter, Instagram and Snapchat.
- G. Recognition of Measure Z Funding. HCFCFA shall cooperate with COUNTY efforts to recognize Measure Z funding. Such recognition may take the form of press releases, photos and adhesives to equipment.

4. TERM:

This MOU shall begin on July 1, 2019 and shall remain in full force and effect until June 30, 2020, unless sooner terminated as provided herein.

5. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this MOU, if HCFCFA fails to adequately fulfill its obligations hereunder within the time limits specified herein, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination without Cause. COUNTY may terminate this MOU without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to 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, in its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide HCFCFA seven (7) 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, HCFCFA shall be entitled to compensation for uncompensated costs and expenses incurred 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 HCFCFA.

6. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for the costs and expenses incurred pursuant to the terms and conditions of this MOU is One Million Six Hundred Sixteen Thousand Seven Hundred Ninety-Five Dollars (\$1,616,795.00). HCFCFA 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 hereunder or terminate this MOU as provided herein.

- B. Schedule of Rates. HCFCA shall set forth the specific rates and costs applicable to 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 as if set forth in full.
- C. Additional Costs and Expenses. Any additional costs and expenses not otherwise provided for herein shall not be incurred by HCFCA, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of HCFCA. HCFCA shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which HCFCA estimates that the maximum payable amount will be reached.

7. PAYMENT:

HCFCA shall submit to COUNTY quarterly invoices itemizing any and all 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 as if set forth in full. HCFCA shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination of this MOU. Payment for the costs and expenses incurred pursuant to the terms and conditions of this MOU shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this MOU shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Administrative Office
Attention: Neftali Rubio-Mills, Senior Administrative Analyst
825 Fifth Street, Room 112
Eureka, California 95501

8. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions 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

HCFCA: Humboldt County Fire Chief's Association
Attention: Dale Unea, Vice President
P.O. Box 7014
Eureka, California 95502

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. HCFCA agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the costs and expenses incurred 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 books and records shall be original entry books with a general ledger itemizing all debits and credits for the equipment-related purchases made, dispatch fees incurred, and planning related 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 HCFCA, and its subcontractors, related to the costs and expenses incurred 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. HCFCA 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. HCFCA further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this MOU, including, without limitation, the costs of administering this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions related to the costs and expenses incurred pursuant to the terms and conditions of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of such audit. If the allowable expenditures cannot be determined because HCFCA's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

HCFCA agrees that COUNTY has the right to monitor any and all activities related to this MOU, including, without limitation, the right to review and monitor HCFCA's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this MOU. HCFCA will cooperate with a corrective action plan, if deficiencies in HCFCA's records, policies, procedures or overall performance hereunder are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of HCFCA's performance hereunder.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. HCFCA hereby agrees to protect all confidential information obtained pursuant to the terms and conditions of this MOU in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: 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, but not limited to, 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 Requirements. Each party hereby acknowledges 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 requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, HCFCFA, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age (over forty (40) years of age); sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any applicable local, state or federal laws, regulations or standards. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. HCFCFA further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws, regulations and standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations, are incorporated herein by reference as if set forth in full.

13. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this MOU, HCFCFA certifies that it is not a Nuclear Weapons Contractor, in that HCFCFA 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. HCFCFA agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if HCFCFA subsequently becomes a Nuclear Weapons Contractor.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. HCFCFA 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, HCFCA'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 HCFCA from liability under this provision. This provision shall apply to all claims for damages related to HCFCA's performance hereunder, 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 HCFCA hereunder.

15. INSURANCE REQUIREMENTS:

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

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

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability of no less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Office Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which HCFCA may be exposed to liability regarding the performance of its obligations hereunder. HCFCA shall require that such coverage be incorporated into its professional services agreements with any other entities.

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

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of HCFCA. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that HCFCA shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this MOU, HCFCA's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to HCFCA's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this MOU shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. HCFCA shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this MOU. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If HCFCA does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to HCFCA under this MOU.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and HCFCA shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this MOU shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

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

HCFCA: Humboldt County Fire Chief's Association
Attention: Dale Unea, Vice President - HCFCA
P.O. Box 7014
Eureka, California 95502

16. 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 HCFCA shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. HCFCA shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. HCFCA agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to its performance hereunder.
- B. Licensure Requirements. HCFCA agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements applicable to its performance hereunder.
- C. Accessibility Requirements. HCFCA agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. HCFCA agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the County of Humboldt's Conflict of Interest Code, all as may be amended from time to time.

18. PROVISIONS REQUIRED BY LAW:

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

19. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this MOU, the parties agree to comply with the amended provision as of the effective date thereof.

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 either party 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 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 which may then exist on the part of HCFCA. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and HCFCA shall promptly refund, any funds disbursed to HCFCA which COUNTY determines were not expended in accordance with the terms of this MOU.

24. 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.

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. STANDARD OF PRACTICE:

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

27. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this MOU prepared and/or submitted by HCFCA shall become the property of COUNTY. However, HCFCA may retain copies of such documents, information and reports for its records. In the event

this MOU is terminated, for any reason whatsoever, HCFCA shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

28. JURISDICTION AND VENUE:

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

29. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. COUNTY shall provide to HCFCA suggested language, and a Measure Z Logo, for all press releases. In addition, HCFCA 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 in accordance with the notice requirements set forth herein.

30. SUBCONTRACTS:

HCFCA shall obtain prior written approval from COUNTY before subcontracting any of the obligations set forth herein. 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. HCFCA shall remain legally responsible for the performance of all terms and conditions of this MOU, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

31. SURVIVAL OF PROVISIONS:

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

32. CONFLICTING TERMS OR CONDITIONS:

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

33. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

34. INDEPENDENT CONSTRUCTION:

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

35. FORCE MAJEURE:

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

36. ENTIRE AGREEMENT:

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

37. COUNTERPART EXECUTION:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

38. 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.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

HUMBOLDT COUNTY FIRE CHIEF'S ASSOCIATION:

By: Tob Van Date: 10-3-19

Name: Dale W. area

Title: Chief Seward Fire Vice Chair

By: Ray Stonebarger Date: 10/3/19

Name: Ray Stonebarger

Title: Chief Blue Lake Fire Protection District

COUNTY OF HUMBOLDT:

By: _____ Date: _____

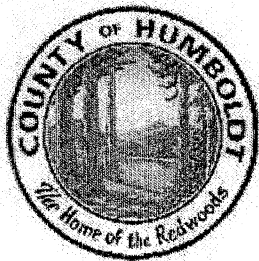
Amy S. Nilsen, County Administrative Officer
*(Pursuant to the authority granted by the Humboldt
 County Board of Supervisors on November 19,
 2019 [Item 19-1625])*

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____
 Risk Management

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



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: Humboldt County Fire Chiefs Association

Mailing Address: PO Box 7014, Eureka CA 95502

Contact Person: Dale Unea

Title: Vice President HCFCA

Telephone: (707) 443-9042

E-mail address: samoavfd@gmail.com

1. AMOUNT OF MEASURE Z FUNDING REQUESTED FOR FY 2019-20: \$ 2,366,794.00

2. ENTITY TYPE -- Please check appropriate box.

- | | | |
|---|-------------------------------------|--|
| a. Humboldt County Department | <input type="checkbox"/> | <p>RECEIVED</p> <p>FEB 25 2019</p> <p>CAO</p> |
| 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 | <input checked="" type="checkbox"/> | |
- X Humboldt County Fire Chiefs Association

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

The Humboldt County Fire Chiefs Association (HCFCA) is seeking funding in three areas that would directly benefit volunteer/rural fire agencies. Per the County's own information regarding Measure Z goals, "volunteer fire departments and firefighters play critical roles in protecting life and property here in Humboldt County. Additional resources will help maintain rural fire and ambulance protection services, allowing our first responders to better - and more safely - protect County residents". These funding requests will be utilized to directly support this stated goal for Measure Z funds as approved by our County voters.

First, HCFCA is seeking funding in order to purchase equipment for volunteer/rural firefighters in order to bring them up to a nationally recognized minimum level of safety equipment. Humboldt County is served by 38 individual fire departments, with 36 of these being made up entirely of volunteers. The members of these organizations, due to extremely limited revenue sources and resources struggle to provide safe adequate response services to their communities. There are unmet and ongoing equipment needs, including departments whose PPE was not replaced in previous funding cycles due to prioritizing the more significant of situations first. The four years of Measure Z funding has helped, but there are significant needs that still must be addressed.

If awarded, these funds would be utilized to purchase the recognized national standard for the minimum level of safety equipment needed to equip volunteer firefighters for performing the emergency response duties that they now perform and for the possibility of expanding services in connection with future County development.

The 2015-16 Measure Z funding cycle assisted local volunteer fire departments through the purchase of structural and wildland PPE, with additional PPE needs were addressed in 2016-17 and 2017-18. In the 2015-16 cycle, the HCFCA developed a PPE specification for both structural and wildland PPE to simplify ordering. This consistency of PPE specification and vendor allows PPE to continue to be replaced that had not previously reached the required date of replacement or was not yet worn out or damaged in previous funding cycles with consistent PPE, rather than each department ordering individually. Lifespan for structural PPE is 10 years. The price was held through the first two years, but due to industry-wide raw material cost increases, the price did increase 10% during the 2017-18 funding cycle. Fire shelter style for wildland fires has changed in recent years; the new style is the safety standard for wildland use now, and there is a need to upgrade to this style. Funding for replacement fire shelters was requested but cut from the 2017-18 funding application. Industry standards set forth under the NFPA regulate fire hose use based upon age, with fire hose manufactured in 1987 or prior to be removed from service. Many of our volunteer fire departments rely on firehose that pre-dates the 1987 requirement. This hose is prone to failure of the inner and outer jacket, causing a burst hose line, or separation of the interior liner, which causes significant loss of adequate fire flow, and can cause pump failure if the liner enters the fire pump. As awarded in 2016-17, Measure Z funding was utilized to obtain compliant fire hose through a purchase plan based upon a request for proposal. Unfortunately, not all hose replacement needs were able to be met due to reduction of the overall Measure Z funding in 2016-17, and a request for fire hose with the 2017-18 application was also cut. SCBA's were replaced for a large number of departments in the first funding cycle, but some departments did not receive Z funded SCBA's because theirs were serviceable. There is a need to replace a large number of various brand of existing SCBA bottles for these existing SCBA's. While the packs can continue in service, the bottles have a maximum lifespan of 15 years, and many departments have existing bottles that have undergone their final hydro and are in the final years of service. In late 2016-17, HCFCA was able to purchase 116 SCBA bottles with remaining funding from cost savings on other equipment purchases. In 2017-18, the funding request for the additional SCBA bottles needed (approximately 100) was cut. There is still a significant need to replace the identified SCBA bottles, with little to no funding ability through already impacted fire department budgets.

HCFCA is also requesting final funding to support the placement of one multi-use regional training facilities, and to provide upgrade support to a current training facility. The new facilities would be located geographically in the county to provide fire departments a place to train their personnel; departments struggle to meet ever increasing training mandates set down by the federal and state government, OSHA, NIOSH, NFPA, and even the County of Humboldt's workers comp insurance carrier to show training requirements as current and ongoing. The facilities would be available not only for fire department use, but would allow law enforcement training, CERT training, and other training uses. Fixed facilities have been placed in Redway to serve southern Humboldt, and is needed in Fortuna to serve the Eel River and Van Duzen areas. Upgrade to the drill facility on Hilfiker Lane in Eureka is also requested to allow an all-weather training surface (concrete/asphalt) to be placed to allow training in all weather conditions; unfortunately, departments using the facility must pull hose and equipment through gravel and mud for more than half of the year, which damages and wears the equipment. Since inception in 2004, this facility has been used by the majority of fire departments in the County (and other regions of the state), and by local law enforcement agencies.

HCFCA is requesting a continuation of support through funding in order to pay dispatch fees incurred by all volunteer fire departments and Arcata Fire. Currently Cal Fire, under a contract agreement, performs emergency dispatch services for nearly all of the fire agencies within Humboldt County. These dispatch and communication services are a key component for the successful response of volunteer/rural fire agencies to emergencies within the County. Without a reliable, unified and dedicated communications system, first responders would not receive timely notification of emergencies and would be unable to respond to calls for assistance. These funds would be utilized to directly support and maintain these dispatch services, ensuring that there is no disruption or lapse in critical communications and emergency services. As noted, this would be a continuation of fiscal support from the previous two Measure Z funding cycles.

The Humboldt County Fire Chiefs Association is requesting funding to be allocated towards the continuation of a formal planning effort to address the mismatch between fire-related district boundaries and where the fire service provides emergency response on a regular basis as well as other challenges that are impacting the sustainable provision of fire and rescue services throughout the county. Much work has been done to address these issues, but it is going to be a multiyear process. There are still important populated areas of the county that do not fall within the boundaries of any fire-related district and the sustainability of public safety services

from fire departments is still jeopardized in many areas. "Goodwill service" is still being provided from many district fire departments or non-district fire companies throughout the county. This goodwill service is not supported by any sustainable revenue source and requires district resources to respond outside of their jurisdictional boundary which puts additional strain on already overburdened resources. The non-district fire companies were established by their communities out of the need for fire service and do not receive tax revenue and survive on fundraising which can be unreliable. To ensure the continuation and improvement of this vital public safety service, where it is so clearly needed, the Fire Chiefs' Association seeks funding to expand district boundaries where appropriate to match their true service areas, to form new districts where non-district fire companies currently provide service, to coordinate with the County of Humboldt on the formation of County Service Areas (CSAs), to evaluate the feasibility of consolidations where appropriate, and to provide planning support to develop strategies to sustain and improve emergency and fire rescue services in Humboldt County. Many of these small volunteer fire departments do not have the administrative staff or expertise to start and complete the district formation and expansion process. Therefore, we recommend funding County staff to assist in this process. This work will not only benefit the local fire agencies and local communities by ensuring the continuation of critical public safety services but would benefit the County going forward by allowing planned subdivisions and new development to occur, which will generate additional property tax revenue.

Coupled with the above-mentioned planning effort is a request to fund out of jurisdiction responses through Measure Z funding. This was brought as an application in 2016-17 by the CAO's Office as a method to fund out of jurisdiction responses in the 299/Redwood Creek/Mad River corridor areas where three fire departments currently provide coverage well outside of their response jurisdiction with no ongoing sustainable revenue source for that response. The cost of this "goodwill service" falls to the residents within the existing district boundaries. This is a complex issue that will take time to design the best funding framework, be that formation of a County Service Area (CSA), annexation, or designated funding source. This past year, the Board of Supervisors chose to utilize Measure Z funding for this service while a long-term solution is developed through County Planning, Fire Services Subcommittee, CAO's Office, and the affected jurisdictions. The Humboldt County Fire Chiefs Association was advised that moving forward through the 2017-18 funding cycle, the CAO's office would not be submitting a Measure Z application to support service for this area, so HCFCFA included the request in the 2017-18 funding application. This is a continuation of service from the 2016-17 and 2017-18 funding cycles. The request is being made to cover the mentioned area of 299/Redwood Creek/Mad River, as well as the area of the Avenue of the Giants, where one or two departments are covering the areas of neighboring jurisdictions when those jurisdictions cannot respond and where there are also important areas that are not within the boundaries of any fire related district. County Planning and LAFCo efforts are ongoing in these areas, but the responding jurisdictions and their community members continue to bear the cost of this ongoing response.

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?

Humboldt County's volunteer/rural Fire agencies are in need of immediate funding in order to continue to provide first responder emergency response services. Measure Z funding would be immediately applied towards purchasing and maintaining basic essential PPE, fire training facilities, replacement fire hose, and dispatch fee assistance to ensure that there will not be a reduction or degradation in current fire service responses.

HCFCFA, in collaboration with planning partners, is working to establish long-term sustainability by securing funding through fire district and CSA formation and expansion as well as through the identification of other strategies to sustain these critical services into the future. The allocation of a portion of Measure Z funds towards County staff to assist fire agencies in the process of becoming formal fire-related districts and/or annexing goodwill service areas, lays the groundwork for independence and financial sustainability. These efforts will also go a long way towards reducing further reliance on Measure Z funding when it sunsets in 2020. For example, the formation of the Fruitland Ridge, Bridgeville, and Briceland Fire Protection Districts and annexations completed by the Telegraph Ridge Fire Protection District and the fire service boundary of the

Fieldbrook Community Services District demonstrates that this planning effort can play a significant role in transitioning to a more sustainable emergency services delivery system.

In addition, fire-related districts are official government agencies that are eligible for grants such as the annual Federal Assistance to Firefighters grant program and pre- and post-disaster grant programs funded through FEMA. Currently, many fire agencies in the County are not official government organizations and therefore are ineligible to receive some grants and other types of funding and assistance. Assisting these agencies in forming districts would solve this problem.

Adding to the many good reasons for district formation is a newly passed State law that prohibits the creation of new subdivisions within County areas that are not within a fire-related district. Establishing new fire-related districts and increasing existing district boundaries to include goodwill service areas provides a three pronged solution, by:

1. Enabling fire agencies to be self-sufficient through formal funding and having, at least, a minimum level of safety equipment;
2. Becoming eligible for more grant funding and;
3. Supporting future subdivision and associated development within Humboldt County ensuring a source of revenue for not only local fire jurisdictions but also revenue for the County in the form of new property taxes and resulting economic development.

Coupled with the above mentioned planning effort is the need to fund out of jurisdiction responses through a long term method. Tremendous areas of Humboldt County fall under no fire department or fire protection district. These out of jurisdiction areas are often served by neighboring departments who receive no funding to offset the costs of response or wear and tear on vehicles and equipment. The total cost of this "goodwill service" falls to the residents living within the existing district boundaries. This is a complex issue and it will take time to design the best funding framework, be that formation of a County Service Area (CSA), annexation, or designated funding source to offset costs. In 2016-17 the Board of Supervisors began the process to utilize Measure Z funding (which continued in 2017-18) for this service while a long term solution is developed through County Planning, Fire Services Committee, CAO's Office, and the affected jurisdictions. County Planning efforts are ongoing in these areas, but many of the responding jurisdictions and their community members continue to bear the cost of this ongoing response. A HCFCA sub-committee is working with County staff to develop annexation options to increase county tax funding in annexed areas that were previously unprotected.

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?

The components of the Humboldt County Fire Chief's request for Measure Z funding that are a continuation of an existing program includes the funding of communication dispatch fees, continuation of the funding of the formal planning efforts with County planning partners, funding to continue to address PPE and fire hose needs within departments, and continuation of the out of jurisdiction responses. All have been supported by Measure Z funding in past funding cycles.

The communication dispatch fees paid to CALFIRE on behalf of all participating fire agencies for dispatch services is a continuation of service funding. Historically the County has paid 75% of this dispatch contract which amounts to approximately \$75,000 annually. Arcata Fire District also utilizes CALFIRE for dispatch services, with an annual projected cost of approximately \$120,000. HCFCA is requesting funding for the remaining 25% of the contract cost for these agencies, and approximately 50% of the contract cost for Arcata Fire District. Funding these costs allows HCFCA and the participating agencies to place funds not currently being used to pay dispatch fees into reserve to pay for future communications equipment maintenance and repair costs, unanticipated equipment repair costs, insurance costs, and staffing costs. Dispatch fees have been funded throughout the lifespan of Measure Z.

Currently, many fire districts and fire companies are called upon to provide emergency response services to areas outside of the district boundaries of any local agency. This currently happens throughout our county. These services are supported by revenue generated within existing districts and intended for services to those within district boundaries or through fundraising. The planning and district formation and annexation work that Measure Z will fund if this proposal is approved, will lead to a more sustainable and equitable financial support structure for countywide emergency services. Efforts have been underway in the 299/Redwood Creek/Mad River corridor, as well as various areas in southern Humboldt along the Avenue of the Giants. Other areas are also in need of assistance from the County Planning partners. This funding began in with Measure Z.

PPE purchase remains a necessary funding item within departments as personnel come and go within an organization and properly sized equipment is not available, PPE is damaged through use, and PPE reaches the end of its 10-year life cycle based upon wear and industry standards. The original specification for PPE under Measure Z was developed with the fore thought to provide a standard to utilize for all departments from one manufacturer. Numerous departments outside of Humboldt have utilized the "Humboldt PPE Specification" to order PPE in their respective areas within California and Oregon. A industry-wide base fabric price increase occurred in 2017-18 which affected all manufacturers of PPE, so cost per set will increase slightly moving forward. This is a continued request for Measure Z support to allow purchase.

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

As noted above, funds obtained from Measure Z would be used for the establishment of fire-related districts that are officially recognized local governmental entities. The County has in the past years matched Measure Z funds with existing funding allocated to this effort up to \$10,000. The existing funds are limited and are not sufficient for achieving the goals explained in this proposal. Leveraging the two funding sources will ensure significant progress towards achieving the desired goals. In addition, hundreds of hours of volunteer fire department time will be contributed to the work described in this proposal as an In-Kind match. These matching funds and hours can be tracked and documented, upon request.

In addition, formal district formation will provide a constant and secure source of tax revenue that would be obtained from the collection of local parcel and property taxes and/or assessments paid directly by community members who reside within each of these newly formed jurisdictions. Once the district formation process has been completed, fire agencies would then be eligible to apply for and obtain both State and Federal grants that are only available to official local fire agencies.

Measure Z funds spent now would build the foundation for solving the long-standing problem of a lack of sustainable revenue for local fire agencies. Money invested toward the establishment of fire-related districts with taxing authorities serves the two-fold purpose of developing a source of local tax support on an annual basis and meeting the requirements for more grant programs which expands opportunities for grant funding into the future. Therefore, Measure Z funds spent to expand and establish fire-related districts or County Service Areas (CSA's) will leverage not just one, but a combination of strategies, such as: the establishment of new or increased tax revenue; increasing fire department eligibility for grant programs; and by gaining buy-in from the local community. The application also includes short term support for departments providing out of jurisdiction responses for which they are not currently funded. This buys time to allow a more permanent solution to be found and helps to ensure that "good will" service will not end to the numerous areas being served, which come at great cost to departments responding far outside their districts.

Support of the requested training facilities (3) and existing facility enhancements (1) open the door to grant-funded training class delivery. Many agencies, including State Office of Emergency Services, Department of Homeland Security, and others provide grant opportunities to fund training, but many require a facility and hands-on training location prior to funding a grant. Funding and placing these training facilities and improvements gives multiple venues where grant funded training could be given at, and hands-on learning could occur. Funding the personnel costs for the regional Training Officer positions lends to this grant funding, both from locating and submitting grant requests, but also through effective management and delivery of the grant funded training programs.

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.

A major component of the effort toward fire agency funding and self-sufficiency involves work performed by Humboldt County staff in support of establishing sustainable revenue sources for fire protection. The fire service has already forged a strong working relationship with County staff through the Humboldt County Fire Safe Council and previous efforts towards the establishment of specific fire districts including Briceland, Bridgeville, Fruitland Ridge and annexations including Telegraph Ridge and Fieldbrook. The County has already devoted funds towards finding solutions to issues related to the delivery of sustainable and equitable emergency services and directing Measure Z funds towards the continuation and expansion of this work would benefit both the County and local fire agencies together. The County would benefit by having a portion of the cost of supporting the fire service research paid for by Measure Z funds and the fire agencies would benefit from district formation and expansion and future self-sufficiency through localized tax revenue collection.

Additionally, as previously noted, the County is now facing issues related to changes to the state Subdivision Map Act that prohibits new sub-divisions in areas that are not located within the boundaries of a fire-related district or other agency that meets the standards of the law. Using Measure Z funds in support of the County's efforts to address this issue will ensure that formal fire agencies are established and remove a substantial obstacle for future development as well as provide for future property tax revenue for local agencies and the County.

The requested funds will also be used to cover costs associated with the necessary involvement of the Local Agency Formation Commission which has the role of receiving, reviewing, and approving applications for fire-related district formation and expansion. In addition, we propose to cover the fees associated with holding district formation elections and processing annexations to existing districts with the requested funds. Funding these costs to address this issue in the way proposed here has been prohibitive for communities in the past.

8. Are there recurring expenses associated to this application, such as personnel costs? Please check yes or no and if so, please detail those expenses. Yes No

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)

Humboldt County is served by 38 individual fire departments, with 36 of these being made up entirely of volunteers. The members of these organizations, due to extremely limited revenue sources and resources struggle to provide safe adequate response services to their communities. There are unmet and ongoing equipment needs even after four years of Measure Z funding, including departments whose PPE was not replaced in previous funding cycles due to prioritizing the more significant situations first. If awarded, these funds would be utilized to purchase the recognized national standard for the minimum level of safety equipment needed to equip volunteer firefighters for performing the emergency response duties that they now perform and for the possibility of expanding services in connection with future County development. The 2015/16 Measure Z funding cycle assisted local volunteer fire departments through the purchase of structural and wildland PPE, and additional PPE needs were addressed in 2016-17 and 2017-18, but additional PPE is needed. Fire shelters are a part of PPE, and recent changes to the standard fire shelter drive replacement of older shelters. Currently a minimum of 125 are identified for replacement. Funding was cut for fire shelters in the 2017-18 Measure Z request, and no shelters were purchased. Industry standards set forth under the NFPA regulate fire hose use based upon age, with fire hose manufactured in 1987 or prior to be removed from service; much hose is still in service This hose is prone to failure of the inner and outer jacket, causing a burst hose line, or separation of the interior liner, which causes significant loss of adequate fire flow, and can cause pump failure if the liner enters the fire pump. As awarded in 2016-17, Measure Z funding was utilized to obtain

compliant fire hose through a purchase plan based upon a request for proposal. Unfortunately, not all hose replacement needs were able to be met due to the reduction of the overall Measure Z funding to HCFCFA in 2016-17 and 2017-18. SCBA's were replaced for a large number of departments in the first funding cycle, but other departments did not receive Z-funded SCBA's because theirs were serviceable. While the packs can continue in service, the bottles have a maximum lifespan of 15 years. Many departments have existing bottles that are in the final years of service. 116 SCBA bottles were replaced at the end of 2016-17 through remaining Measure Z funds under HCFCFA due to savings on fire engine purchases. There remain 138 SCBA bottles that are identified for replacement in the next year, with departments not having the funding to make that purchase. Funding to complete construction of one new and necessary basic upgrades to an existing training facility are requested. These facilities will be used by fire departments to meet mandatory training requirements, to improve firefighter skills and knowledge, to support grant funded training and firefighter training academies, and utilized by law enforcement, CERT, and other applicable training uses. If awarded, these funds would be utilized to purchase additional needed PPE, fire shelters, additional compliant fire hose, SCBA bottles, and training facilities. We are requesting \$2,255,817 to support this effort.

HCFCFA is requesting a continuation of support through funding in order to pay dispatch fees incurred by thirty-six of the thirty-eight fire agencies within the County. Currently Cal Fire, under a contract agreement, performs emergency dispatch services for nearly ALL volunteer/rural fire agencies within Humboldt County. These dispatch and communication services are a key component for the successful response of fire agencies to emergency and non-emergency incidents within the County. Without a reliable, unified and dedicated communications system, first responders would not receive timely notification of emergencies and would be unable to respond to calls for assistance. As noted, this would be a continuation of fiscal support from the previous three Measure Z funding cycles. We are requesting \$87,620 to support continuation of this effort for the 2019-20 funding cycle.

The Humboldt County Fire Chiefs Association is requesting funding to be allocated towards the continuation of a formal planning effort to address the mismatch between fire-related district boundaries and where the fire service provides emergency response on a regular basis as well as other challenges that are impacting the sustainable provision of fire and rescue services throughout the county. Much work has been done to address these issues but it is going to be a multiyear process. There are still important populated areas of the county that do not fall within the boundaries of any fire-related district and the sustainability of public safety services from fire departments is still jeopardized in many areas. "Goodwill service" is still being provided from many nearby district fire departments or non-district fire companies throughout the county. This goodwill service is not supported by any sustainable revenue source and requires district resources to respond outside of their jurisdictional boundary which puts additional strain on already overburdened resources. The non-district fire companies were established by the community out of their need for fire service and do not receive tax revenue and survive on fundraising which can be unreliable. To ensure the continuation and improvement of this vital public safety service, where it is so clearly needed, the Fire Chiefs' Association seeks funding to expand district boundaries where appropriate to match their true service areas, to form new districts where non-district fire companies currently provide service, to coordinate with the County of Humboldt on the formation of County Service Areas (CSAs), to evaluate the feasibility of consolidations where appropriate, and to provide planning support to develop strategies to sustain and improve emergency and fire rescue services in Humboldt County. Many of these small volunteer fire departments do not have the administrative staff or expertise to start and complete the district formation and expansion process. Therefore, we recommend funding County staff to assist in this process. This work will not only benefit the local fire agencies and local communities by ensuring the continuation of critical public safety services, but would benefit the County going forward by allowing planned subdivisions and new development to occur, which will generate additional property tax revenue.

Significant effort has been put into addressing the challenges associated with sustaining and improving the delivery of fire and rescue services provided by local resources to communities in Humboldt county. One of the many lessons learned through this effort has been the need for a more robust and ongoing volunteer recruitment and retention strategy. All local fire departments in the County depend fully or partially on volunteers and many have indicated that recruiting and retaining these volunteers is their biggest challenge. Local residents and businesses depend on these fire and rescue services and there is a need to involve more community resources in contributing to their survival by fostering increased volunteerism. As firefighter numbers fall, services suffer in our communities. In just the past few years, we have seen fire companies close their doors, and neighboring departments become impacted as they try to pick up the coverage for these areas

as is discussed in the next paragraph. We are requesting \$90,980 to support the continuation of the planning effort for the 2018-19 funding cycle.

Coupled with the above mentioned planning effort is a request to fund out of jurisdiction responses through Measure Z funding. This was brought as an application in 2016-17 by the CAO's Office, and supported by the Board of Supervisors, as a method to fund out of jurisdiction responses in the 299/redwood Creek/Mad River corridor areas where three fire departments currently provide coverage well outside of their response jurisdiction with no ongoing sustainable revenue source for that response. The cost of this "goodwill service" falls to the residents living within the existing formal district boundaries. This is a complex issue that will take time to design the best funding framework, be that formation of a County Service Area (CSA), annexation, or designated funding source. This past year, the Board of Supervisors chose to utilize Measure Z funding for this service while a long term solution is developed through County Planning, Fire Services Committee, CAO's Office, and the affected jurisdictions. The Humboldt County Fire Chiefs Association was advised that moving forward through this funding cycle, the CAO's office would not be submitting a Measure Z application to support service for this area, so the Chiefs is including the request with this application. The request is being made to cover the mentioned area of 299/Redwood Creek/Mad River, and to fund also for the area of the Avenue of the Giants, where one or two departments are covering the areas of neighboring jurisdictions when those jurisdictions cannot respond. County Planning effort are ongoing in these areas, but the responding jurisdictions and their community members continue to bear the cost of this ongoing response. We are requesting \$453,000 to work to support the various areas currently identified where out of district response is a critical issue.

Prior Year Results: If your request is a continuation of a program funded with Measure Z in prior fiscal years, please provide the results of implementation. (one page maximum)

If awarded, this will be the fifth year of funding to support efforts to improve sustainability and equity in how emergency services are supported in Humboldt County. Annually, HCFCA (assisted significantly by County Planning) compiles a fire service report for the County Board of Supervisors detailing the fire departments in the county. Included with this is a breakdown of the challenges facing fire departments. Recent reports have also detailed how Measure Z funding has assisted fire departments throughout the county. Through this report, the Board has recognized that there are emergency service delivery challenges and directed staff to identify funding to support ongoing services while long-term solutions are being sought. In addition, the Board directed staff to evaluate the feasibility of establishing CSAs as appropriate to address out of jurisdiction response areas. Fire service representatives, County staff, Board of Supervisors, and LAFCo staff have participated in many meetings and calls as work is completed to address this issue. Areas that have received detailed evaluation to date include what is being referred to as the Mad River/Redwood Creek Study Area, which includes the Highway 299 corridor. In addition, work to establish sustainable and equitable service delivery has been completed for areas along the Avenue of the Giants where one or two departments are typically responding into neighboring jurisdictions or non-district areas to provide public safety services. Options have been evaluated for the possible formation of a fire protection district or a consolidation to support the efforts of the Honeydew Fire Company and the Redcrest Fire Company. Shively has developed response capability, and currently partners with Redcrest Fire. In addition, staff have assisted the Garberville Fire Protection District in evaluating options for annexing it's out of district service area. This work is ongoing and the right solution for each area must still be identified and agreed on before moving forward. This is a complex issue that is likely going to take years to address. Additionally, areas involving recruitment and retention of volunteers is being worked on. With dwindling numbers of responders, services will suffer or go away altogether; the county saw this occur when the Weott Volunteer Fire Department was disbanded. It is worth the investment now to ensure that the future level of emergency services for the citizens of Humboldt County are not compromised.

This will also be the fifth year of funding to continue to support and sustain payment of dispatch fees incurred by 36 of the 38 fire agencies in the County. Currently CALFIRE, under a contract agreement, performs emergency dispatch services for nearly all fire agencies within Humboldt County. These dispatch and communication services are a key component for the successful response of the majority of fire agencies to emergencies within the County. Without a reliable, unified and dedicated communications system, first responders do not receive timely notification of emergencies and are unable to respond to calls for assistance.

With the County historically paying 75% of this dispatch contract annually, departments have paid the remaining 25% of the contract cost. Continuing to fund this remaining 25% in year four by the County as it was funded in all other years of Measure Z has allowed HCFCFA the ability to place funds previously dedicated to dispatch fees into a reserve account to help pay for future communications equipment maintenance and repair costs. Over time this fund could then be developed to pay for communications systems repairs and upgrades thereby increasing the self-sufficiency of the fire agencies to manage communication system change requirements into the future. Continued funding of 50% of Arcata's dispatch fees will ease potential reduction in staffing.

Funding in 2016-17 through an application submitted by the CAO's office began to address out of jurisdictional response for the 299/Redwood Creek/Mad River areas. This funding provided Blue Lake Fire, Willow Creek Fire, and Kneeland fire with monies to offset standby, readiness, and responses out of their jurisdiction into the mentioned areas. The application will not be made by the CAO's office this year. There has been a desire by the Board of Supervisors to utilize Measure Z funding for this project while a more permanent funding mechanism is developed. Adding to the previously funded area is the Avenue zone where one or two departments currently are responding across an area normally covered by five to six departments between Phillipsville and Weott, and even to the Redcrest area as needed. Numerous other areas also exist where this occurs across our county. Departments responding out of jurisdiction do not receive funds from the areas responded to, and the expense is carried by their department and district. This has pushed some to look toward suspending response due to cost.

Though not a true continuation of a funding program, over the previous four years of Measure Z the County funded purchase of structural and wildland PPE. A specification for PPE was established with the successful vendor, which has provided consistency for the first three years. A raw materials cost increase affecting all vendors occurred in 2017-18. The cost per unit set will increase by 10% going forward. HCFCFA has determined the need for an additional 85 sets of structural PPE and 92 additional sets of wildland PPE this year. These needs come from changes and addition of personnel within departments, and from required replacement at the end of PPE service life that was not purchased in the first three years of Measure Z funding because the garments had not yet reached their service life. The service life for structural and wildland PPE is 10 years as defined by NFPA 1851: Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting. Frequency of use also directly affects the lifespan of PPE. Ongoing is the need to finish replacement of fire hose begun with the 2016-17 funding cycle, but cut in the 2017-18 funding cycle. With a reduction of available funding by \$392,000 in the 2016-16 funding cycle, and a reduction of \$931,000 in the 2017-18 funding cycle, purchase of hose was prioritized or put off, and not all out of compliance hose was able to be replaced as needed.

Program Budget: Attached

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: February 25, 2019 _____

SIGNATURE: _____



SUBMIT THIS APPLICATION TO:

Humboldt County Citizens' Advisory Committee on Measure Z Expenditures
c/o County Administrative Office
825 Fifth Street, Room 112
Eureka, CA 95501-1153

FY 19-20 Measure Z Budget Proposal
Humboldt County Fire Chiefs Association

Date: 2/25/19

19-20

Descriptions	Amounts	Approved Budget	Remaining Balance
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A. Personnel Costs

Title: Salary and Benefits Calculation:			
Duties Description:			
Title: Salary and Benefits Calculation:			
Duties Description:			
Title: Salary and Benefits Calculation:			
Duties Description:			
Title: Salary and Benefits Calculation:			
Duties Description:			

Total Personnel:

B. Operational Costs (Rent, Utilities, Phones, etc.)

Title: County Planning Contractual Services	\$	91,000.00	
County Planning contractual services including staff time to facilitate work sessions, draft documents and LAFCo application materials, general project management, coordinate stakeholder meetings, data analysis, GIS map preparation, LAFCo support and time as needed. Cover applicable submittal fees including LAFCo application fees, Board of Equalization mapping fees, election fees, and/or other			
Description: applicable fees.			
Title: County Dispatch Fees	\$	87,620.00	
Annual dispatch fees, Chiefs Association 25% share that was			
Description: Department cost, plus adding 50% of Arcata cost (\$62,620 added).			
Title: Out of Jurisdiction Response - 299 Corridor/Maple Creek	\$	252,855.00	
As per Board of Supervisors request to use Measure Z funding as a gap measure to fund out jurisdiction response while a long term solution is achieved, and as per the CAO application from 2016-17, funding breakdown is as follows: Willow Creek Fire -- \$106,954; Blue Lake Fire -			
Description: - \$94,963; Kneeland Fire -- \$50,938.			
Title:			
Description:			

Total Operating Costs: \$ 431,475.00

C. Consumables/Supplies (Supplies and Consumables should be separate)

Title:			
Description:			
Title:			

FY 19-20 Measure Z Budget Proposal
Humboldt County Fire Chiefs Association

Date: 2/25/19

19-20

Descriptions	Amounts	Approved Budget	Remaining Balance
Description:			
Title:			
Description:			
Title:			
Description:			
Total Consumable/Supplies: \$			

D. Transportation/Travel (Local and Out-of-County should be separate)

Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Total Transportation/Travel			

E. Fixed Assets

Title: Fire Shelters For Wildland PPE	\$ 9,700.00		
Description: Fire Shelter replacement to compliant shelter, 25 shelters			
Title: Communication- Radios	\$ 575,619.00		
Description: Handheld and Mobile			
Title: Personal Protective Equipment - Structural (45 Sets)	\$ 107,500.00		
Description: 45 sets Structural PPE, \$2377.79 per set.			
Title: Personal Protective Equipment - Wildland (61 sets)	\$ 59,500.00	0	0
Description: 61 Sets Wildland PPE, \$974.61 per set			
Title: Fire Hose	\$ 67,035.00		
Replacement of pre-1987 fire hose per NFPA standard. 80 lengths 2.5" At \$147 per; 48 lengths 1.75" at \$111 per; 40 lengths 1.5" at \$96 per. 40 Description: lengths 3" at \$204 per, 30 lengths 1.5" wildland at \$120 per.			
Title: SCBA Packs	\$ 435,365.00	0	0
Description: 97 @ 4488.26			
Title: SCBA Bottles	\$ 111,000.00		
Replacement of SCBA bottle, for departments with SCBA's that were not replaced by Measure Z. Bottles have a 15 year service life (hydro tests every 3 years, maximum of 5 tests). Bottles must be replaced no later than 3 years after final hydro. There are a large number of bottles (150+) in this category county-wide. Price per bottle of various Description: manufacturer approximately \$1,000 per unit.			
Title: Training Facility Upgrade -- Eureka	\$ 250,000.00		

FY 19-20 Measure Z Budget Proposal
Humboldt County Fire Chiefs Association

Date: 2/25/19

19-20

Descriptions	Amounts	Approved Budget	Remaining Balance
Provide funding for paving to establish an all-weather/all-season training surface at the Chris Kemp Regional Training Center on Hilliker Lane. Current training area is primarily gravel and soil, turning to mud in Fall. Description: Winter, and Spring, Provide paving.			
Title: Fixed Training Facility	\$ 319,600.00		
Fund one fixed training facility in Fortuna. Cost as follows: Predesigned and built fixed training tower package, \$282,100 (tax inc), Engineering report with site plans: \$5000; Permitting: \$2500; foundation materials and electrical: \$25,000. Total cost allocation per location \$319,600.			
Total Fixed Assets:	\$ 1,935,319.00		
	Total: \$	2,366,794.00	

EXHIBIT B
QUARTERLY AND FINAL SUMMARY REPORTS
Humboldt County Fire Chief's Association
Fiscal Year 2019-2020

1. DUE DATES:

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

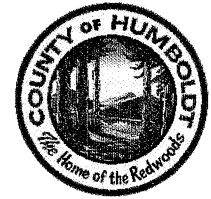
Quarter	Dates Included	Date Report Due to County
1	July 1 through September 30	October 31
2	October 1 through December 31	January 31
3	January 1 through March 31	April 30
4	April 1 through June 30	July 31
Final Summary Report	Based on MOU term	One month after term end

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: Neftali Rubio-Mills, Senior Administrative Analyst
825 Fifth Street, Room 112
Eureka, California 95501

EXHIBIT C
QUARTERLY AND FINAL REPORT FORM
Humboldt County Fire Chief's Association
Fiscal Year 2019-2020



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.
- 2. How many people have been served and how?
- 3. Who has benefited from the enhanced services?
- 4. 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.*
- 5. Describe any unanticipated impacts of receiving Measure Z funding, positive or negative, not already described above.
- 6. 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
Humboldt County Fire Chief's Association
Fiscal Year 2019-2020

1. DUE DATES:

HCFCA will post Measure Z updates on HCFCA-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 HCFCA will post Measure Z updates:

Social Media (*i.e., Facebook*) Account Name (*i.e., 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, HCFCA'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**

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

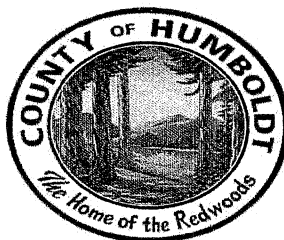
I certify that the information provided above is, to the best of my knowledge, complete and accurate; the expenditures are in accordance with the approved Agreement cited for services provided under the provision of that agreement. Full justification and backup records for the expenditures are maintained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



_____ Date

_____ Date

(707) 445-7266

Notes on using the invoice template

- We prefer this form over others but other invoice formats may be used as long as all requested information is provided
- 1 provided
 - 2 Be sure to sign the invoice. Electronic submissions still need signatures.
 - 3 Invoices may be submitted electronically to cao@co.humboldt.ca.us
 - 4 All invoice categories and items should match the approved project budget
 - 5 Do not submit receipts, bills or other documentation with invoices, but do keep those for your records
 - 6 Invoices can be submitted at any time but should not be submitted more frequently than monthly

The invoice worksheet has been created to assist in the completion of the invoice. The worksheet will self populate the invoice except on highlighted cells. The worksheet is a tool to use to insure that all expenditures are accurately represented.