### AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND SAMOA PENINSULA FIRE DISTRICT FOR FISCAL YEAR 2020-21 ALLOCATION OF FUNDS

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Samoa Peninsula Fire District (**Fire District**). The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021.

### RECITALS

**WHEREAS**, the reorganized Samoa Peninsula Fire District was last approved by the Local Agency Formation Commission by Resolution No. 93-06 on August 2, 1993 to provide fire and life safety services to the citizens of Fairhaven and Samoa;

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

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

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Fire Districts for fire protection services in Fiscal Year 2020-21; and

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

- The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2020-21 to recognized local fire protection districts;
- The County accepts the Humboldt County Fire Chiefs Association's distribution formula as attached hereto and incorporated herein;
- The County agrees to make quarterly payments of 0.00659% of total County Proposition 172 revenue received during Fiscal Year 2020-21 to the Samoa Peninsula Fire District;

- The Fire District agrees to utilize the funds only for the purpose of local fire protection services;
- 5. The Fire District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2020-21. Accounting records of Fire District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
- 6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify Fire District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, Fire District promises to take appropriate corrective action immediately;
- The Fire District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
- 8. The Fire District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the Fire District, its agents, employees, and volunteers pertaining to the performance of this agreement;
- The Fire District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;
- This agreement may only be modified by written agreement of the parties;

- 11. This agreement may be terminated by either party, with cause, upon thirty (30) days written notice from one party to the other. In the event of termination, Fire District shall return to County any unexpended funds;
- 12. The Fire District certifies by its signature below that Fire District is not a Nuclear Weapons Contractor, in that Fire District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The Fire District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the Fire District becomes a nuclear weapons contractor;
- The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021;
- 14. The Fire District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire District and County;
- This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
- 16. Fire District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Samoa Peninsula Fire District 1982 Gass Street Samoa, CA 95564 Notices shall be given to County:

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this 15 day of 2020.

COUNTY OF HUMBOLDT

Estelle Fennell, Chair of the Board of Supervisors, County of Humboldt, State

of California

Samoa Peninsula Fire District

Page 4 of 4

### AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND SAMOA PENINSULA FIRE DISTRICT FOR FISCAL YEAR 2020-21 ALLOCATION OF FUNDS

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Samoa Peninsula Fire District (**Fire District**). The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021.

### RECITALS

**WHEREAS**, the reorganized Samoa Peninsula Fire District was last approved by the Local Agency Formation Commission by Resolution No. 93-06 on August 2, 1993 to provide fire and life safety services to the citizens of Fairhaven and Samoa;

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

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

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Fire Districts for fire protection services in Fiscal Year 2020-21; and

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

- The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2020-21 to recognized local fire protection districts;
- The County accepts the Humboldt County Fire Chiefs Association's distribution formula as attached hereto and incorporated herein;
- The County agrees to make quarterly payments of 0.00659% of total County Proposition 172 revenue received during Fiscal Year 2020-21 to the Samoa Peninsula Fire District;

- The Fire District agrees to utilize the funds only for the purpose of local fire protection services;
- 5. The Fire District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2020-21. Accounting records of Fire District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
- 6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify Fire District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, Fire District promises to take appropriate corrective action immediately;
- The Fire District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
- 8. The Fire District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the Fire District, its agents, employees, and volunteers pertaining to the performance of this agreement;
- The Fire District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;
- This agreement may only be modified by written agreement of the parties;

- 11. This agreement may be terminated by either party, with cause, upon thirty (30) days written notice from one party to the other. In the event of termination, Fire District shall return to County any unexpended funds;
- 12. The Fire District certifies by its signature below that Fire District is not a Nuclear Weapons Contractor, in that Fire District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The Fire District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the Fire District becomes a nuclear weapons contractor;
- 13. The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021;
- 14. The Fire District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire District and County;
- 15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
- 16. Fire District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Samoa Peninsula Fire District 1982 Gass Street Samoa, CA 95564 Notices shall be given to County:

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this <u>IS</u> day of <u>December</u>, 2020.

COUNTY OF HUMBOLDT

Estelle Fennell, Chair of the Board of Supervisors, County of Humboldt, State of California

Samoa Peninsula Fire District

Page 4 of 4

# AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND BLUE LAKE FIRE PROTECTION DISTRICT FOR FISCAL YEAR 2020-21 ALLOCATION OF FUNDS

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Blue Lake Fire Protection District (**Fire District**). The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021.

### RECITALS

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

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

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

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Fire Districts for fire protection services in Fiscal Year 2020-21; and

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

- The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2020-21 to recognized local fire protection districts;
- 2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula, as attached hereto, and incorporated herein;

- The County agrees to make quarterly payments of 0.02337% of total County Proposition 172 revenue received during Fiscal Year 2020-21 to the Blue Lake Fire Protection District;
- The Fire District agrees to utilize the funds only for the purpose of local fire protection services;
- 5. The Fire District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2020-21. Accounting records of Fire District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
- 6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify Fire District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, Fire District promises to take appropriate corrective action immediately;
- The Fire District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
- 8. The Fire District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the Fire District, its agents, employees, and volunteers pertaining to the performance of this agreement;
- The Fire District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;

- 10. This agreement may only be modified by written agreement of the parties;
- 11. This agreement may be terminated by either party, with cause, upon thirty (30) days written notice from one party to the other. In the event of termination, Fire District shall return to County any unexpended funds;
- 12. The Fire District certifies by its signature below that Fire District is not a Nuclear Weapons Contractor, in that Fire District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The Fire District agrees to notify the County immediately if it becomes a nuclear weapons contractor as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the Fire District becomes a nuclear weapons contractor:
- 13. The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021;
- 14. The Fire District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire District and County;
- 15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
- 16. Fire District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Blue Lake Fire Protection District P. O. Box 245 Blue Lake, CA 95525 Notices shall be given to County:

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this <u>15<sup>th</sup></u> day of <u>December</u>, 2020.

Estelle Fennell, Chair of the Board of Supervisors, County of Humboldt, State of California

Blue Lake Fire Protection District

By David. Varmey

Title Chief

# AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND BLUE LAKE FIRE PROTECTION DISTRICT FOR FISCAL YEAR 2020-21 ALLOCATION OF FUNDS

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Blue Lake Fire Protection District (**Fire District**). The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021.

### **RECITALS**

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

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

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

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Fire Districts for fire protection services in Fiscal Year 2020-21; and

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

- 1. The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2020-21 to recognized local fire protection districts;
- 2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula, as attached hereto, and incorporated herein;

- The County agrees to make quarterly payments of 0.02337% of total County Proposition 172 revenue received during Fiscal Year 2020-21 to the Blue Lake Fire Protection District;
- The Fire District agrees to utilize the funds only for the purpose of local fire protection services;
- 5. The Fire District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2020-21. Accounting records of Fire District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
- 6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify Fire District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, Fire District promises to take appropriate corrective action immediately;
- 7. The Fire District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
- 8. The Fire District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the Fire District, its agents, employees, and volunteers pertaining to the performance of this agreement;
- The Fire District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;

- 10. This agreement may only be modified by written agreement of the parties;
- 11. This agreement may be terminated by either party, with cause, upon thirty (30) days written notice from one party to the other. In the event of termination, Fire District shall return to County any unexpended funds;
- 12. The Fire District certifies by its signature below that Fire District is not a Nuclear Weapons Contractor, in that Fire District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The Fire District agrees to notify the County immediately if it becomes a nuclear weapons contractor as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the Fire District becomes a nuclear weapons contractor;
- The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021;
- 14. The Fire District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire District and County;
- 15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
- 16. Fire District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Blue Lake Fire Protection District P. O. Box 245 Blue Lake, CA 95525 Notices shall be given to County:

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this 15th day of 1000.

COUNTY OF HUMBOLDT

Estelle Fennell, Chair of the Board of Supervisors, County of Humboldt, State of California

**Blue Lake Fire Protection District** 

By DAVID VAINUKU
Title Chief

## AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND ORLEANS COMMUNITY SERVICES DISTRICT FOR FISCAL YEAR 2020-21 ALLOCATION OF FUNDS

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Orleans Community Services District (**District**). The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021.

### **RECITALS**

**WHEREAS**, the Orleans Community Services District was approved by a vote of the people of Orleans on November 15, 1977 to provide, among other things, fire protection services within District boundaries;

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

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

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Districts for fire protection services in Fiscal Year 2020-21; and

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

- The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2020-21 to recognized local fire protection districts;
- 2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula as attached hereto and incorporated herein;

- The County agrees to make quarterly payments of 0.00680% of total County Proposition 172 revenue received during Fiscal Year 2020-21 to the Orleans Community Services District;
- The District agrees to utilize the funds only for the purpose of local fire protection services;
- 5. The District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2020-21. Accounting records of District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
- 6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, District promises to take appropriate corrective action immediately;
- 7. The District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
- 8. The District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the District, its agents, employees, and volunteers pertaining to the performance of this agreement;
- 9. The District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;

- 10. This agreement may only be modified by written agreement of the parties;
- This agreement may be terminated by either party, with cause, upon thirty
   (30) days written notice from one party to the other. In the event of termination, District shall return to County any unexpended funds;
- 12. The District certifies by its signature below that District is not a Nuclear Weapons Contractor, in that District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the District becomes a nuclear weapons contractor;
- 13. The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021;
- 14. The District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between District and County;
- 15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
- 16. District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Orleans Community Services District P. O. Box 312 Orleans, CA 95556 Notices shall be given to County:

County of Humboldt County Administrative Office 825 Fifth Street, Room 1112 Eureka, CA 95501-1153

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this \_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2020.

**COUNTY OF HUMBOLDT** 

Estelle Fennell, Chair of the Board of Supervisors, County of Humboldt, State of California

**Orleans Community Services District** 

By 12 Title President Loand of directors

# AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND ORLEANS COMMUNITY SERVICES DISTRICT FOR FISCAL YEAR 2020-21 ALLOCATION OF FUNDS

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Orleans Community Services District (**District**). The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021.

### **RECITALS**

**WHEREAS**, the Orleans Community Services District was approved by a vote of the people of Orleans on November 15, 1977 to provide, among other things, fire protection services within District boundaries;

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

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

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Districts for fire protection services in Fiscal Year 2020-21; and

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

- 1. The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2020-21 to recognized local fire protection districts;
- 2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula as attached hereto and incorporated herein;

- 3. The County agrees to make quarterly payments of 0.00680% of total County Proposition 172 revenue received during Fiscal Year 2020-21 to the Orleans Community Services District;
- The District agrees to utilize the funds only for the purpose of local fire protection services;
- 5. The District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2020-21. Accounting records of District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
- 6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, District promises to take appropriate corrective action immediately;
- 7. The District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
- 8. The District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the District, its agents, employees, and volunteers pertaining to the performance of this agreement;
- The District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;

- 10. This agreement may only be modified by written agreement of the parties;
- 11. This agreement may be terminated by either party, with cause, upon thirty (30) days written notice from one party to the other. In the event of termination, District shall return to County any unexpended funds;
- 12. The District certifies by its signature below that District is not a Nuclear Weapons Contractor, in that District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the District becomes a nuclear weapons contractor;
- 13. The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021;
- 14. The District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between District and County;
- This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
- 16. District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Orleans Community Services District P. O. Box 312 Orleans, CA 95556 Notices shall be given to County:

County of Humboldt County Administrative Office 825 Fifth Street, Room 1112 Eureka, CA 95501-1153

COUNTY OF HUMBOLDT

Estelle Fennell, Chair of the Board of Supervisors, County of Humboldt, State of California

**Orleans Community Services District** 

By mn

Title President board of Lirators

## AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND GARBERVILLE FIRE PROTECTION DISTRICT FOR FISCAL YEAR 2020-21 ALLOCATION OF FUNDS

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Garberville Fire Protection District (**Fire District**). The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021.

### **RECITALS**

WHEREAS, A Resolution was introduced, adopted, and passed by the Humboldt County Board of Supervisors on January 9, 1940, declaring the formation of the Garberville Fire Protection District to provide Fire Protection Services within the boundaries of the District;

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

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

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Fire Districts for fire protection services in Fiscal Year 2020-21; and

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

- The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2020-21 to recognized local fire protection districts;
- 2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula as attached hereto and incorporated herein;

- The County agrees to make quarterly payments of 0.01506% of total County Proposition 172 revenue received during Fiscal Year 2019-19 to the Garberville Fire Protection District;
- The Fire District agrees to utilize the funds only for the purpose of local fire protection services;
- 5. The Fire District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2020-21. Accounting records of Fire District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
- 6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify Fire District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, Fire District promises to take appropriate corrective action immediately;
- 7. The Fire District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
- 8. The Fire District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the Fire District, its agents, employees, and volunteers pertaining to the performance of this agreement;
- The Fire District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;

- 10. This agreement may only be modified by written agreement of the parties;
- This agreement may be terminated by either party, with cause, upon thirty
   (30) days written notice from one party to the other. In the event of termination, Fire District shall return to County any unexpended funds;
- The Fire District certifies by its signature below that Fire District is not a Nuclear Weapons Contractor, in that Fire District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The Fire District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the Fire District becomes a nuclear weapons contractor;
- 13. The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021;
- 14. The Fire District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire District and County;
- 15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
- 16. Fire District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Garberville Fire Protection District P.O. Box 288 Garberville, CA 95542

Notices shall be given to County:

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this 15th day of December, 2020.

COUNTY OF HUMBOLDT

Estelle Fennell, Chair of the Board of Supervisors, County of Humboldt, State

of California

Garberville Fire Protection District

# AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND GARBERVILLE FIRE PROTECTION DISTRICT FOR FISCAL YEAR 2020-21 ALLOCATION OF FUNDS

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Garberville Fire Protection District (**Fire District**). The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021.

### RECITALS

WHEREAS, A Resolution was introduced, adopted, and passed by the Humboldt County Board of Supervisors on January 9, 1940, declaring the formation of the Garberville Fire Protection District to provide Fire Protection Services within the boundaries of the District;

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

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

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Fire Districts for fire protection services in Fiscal Year 2020-21; and

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

- The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2020-21 to recognized local fire protection districts;
- 2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula as attached hereto and incorporated herein;

- The County agrees to make quarterly payments of 0.01506% of total County Proposition 172 revenue received during Fiscal Year 2019-19 to the Garberville Fire Protection District;
- 4. The Fire District agrees to utilize the funds only for the purpose of local fire protection services;
- 5. The Fire District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2020-21. Accounting records of Fire District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
- 6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify Fire District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, Fire District promises to take appropriate corrective action immediately;
- The Fire District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
- 8. The Fire District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the Fire District, its agents, employees, and volunteers pertaining to the performance of this agreement;
- The Fire District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;

- 10. This agreement may only be modified by written agreement of the parties;
- This agreement may be terminated by either party, with cause, upon thirty
   (30) days written notice from one party to the other. In the event of termination, Fire District shall return to County any unexpended funds;
- 12. The Fire District certifies by its signature below that Fire District is not a Nuclear Weapons Contractor, in that Fire District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The Fire District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the Fire District becomes a nuclear weapons contractor:
- The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021;
- 14. The Fire District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire District and County;
- 15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
- 16. Fire District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Garberville Fire Protection District P.O. Box 288 Garberville, CA 95542 Notices shall be given to County:

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this 15th day of 1000.

COUNTY OF HUMBOLDT

Estelle Fennell, Chair of the Board of Supervisors, County of Humboldt, State of California

Garberville Fire Protection District

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# AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND RIO DELL FIRE PROTECTION DISTRICT FOR FISCAL YEAR 2020-21 ALLOCATION OF FUNDS

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Rio Dell Fire Protection District (**Fire District**). The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021.

### RECITALS

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

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

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

**WHEREAS**, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Fire Districts for fire protection services in Fiscal Year 2020-21; and

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

- The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2020-21 to recognized local fire protection districts;
- 2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula as attached hereto and incorporated herein;
- The County agrees to make quarterly payments of 0.01096% of total County Proposition 172 revenue received during Fiscal Year 2020-21 to the Rio Dell Fire Protection District;

- The Fire District agrees to utilize the funds only for the purpose of local fire protection services;
- 5. The Fire District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2020-21. Accounting records of Fire District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
- 6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify Fire District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, Fire District promises to take appropriate corrective action immediately;
- The Fire District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
- 8. The Fire District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the Fire District, its agents, employees, and volunteers pertaining to the performance of this agreement;
- The Fire District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;
- 10. This agreement may only be modified by written agreement of the parties;

- 11. This agreement may be terminated by either party, with cause, upon thirty (30) days written notice from one party to the other. In the event of termination, Fire District shall return to County any unexpended funds;
- 12. The Fire District certifies by its signature below that Fire District is not a Nuclear Weapons Contractor, in that Fire District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The Fire District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the Fire District becomes a nuclear weapons contractor;
- 13. The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021;
- 14. The Fire District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire District and County;
- 15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
- 16. Fire District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this 15th day of December, 2020.

**COUNTY OF HUMBOLDT** 

Estelle Fennell, Chair of the Board of Supervisors, County of Humboldt, State of California

**Rio Dell Fire Protection District** 

Page 4 of 4

## AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND RIO DELL FIRE PROTECTION DISTRICT FOR FISCAL YEAR 2020-21 ALLOCATION OF FUNDS

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Rio Dell Fire Protection District (**Fire District**). The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021.

### RECITALS

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

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

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

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Fire Districts for fire protection services in Fiscal Year 2020-21; and

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

- 1. The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2020-21 to recognized local fire protection districts;
- 2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula as attached hereto and incorporated herein;
- 3. The County agrees to make quarterly payments of 0.01096% of total County Proposition 172 revenue received during Fiscal Year 2020-21 to the Rio Dell Fire Protection District:

- 4. The Fire District agrees to utilize the funds only for the purpose of local fire protection services;
- 5. The Fire District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2020-21. Accounting records of Fire District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
- 6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify Fire District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, Fire District promises to take appropriate corrective action immediately;
- The Fire District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
- 8. The Fire District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the Fire District, its agents, employees, and volunteers pertaining to the performance of this agreement;
- The Fire District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;
- 10. This agreement may only be modified by written agreement of the parties;

- 11. This agreement may be terminated by either party, with cause, upon thirty (30) days written notice from one party to the other. In the event of termination, Fire District shall return to County any unexpended funds;
- 12. The Fire District certifies by its signature below that Fire District is not a Nuclear Weapons Contractor, in that Fire District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The Fire District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the Fire District becomes a nuclear weapons contractor;
- 13. The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021;
- 14. The Fire District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire District and County;
- 15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
- 16. Fire District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

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

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

COUNTY OF HUMBOLDT

Estelle Fennell, Chair of the Board of Supervisors, County of Humboldt, State of California

**Rio Dell Fire Protection District** 

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## AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND FORTUNA FIRE PROTECTION DISTRICT FOR FISCAL YEAR 2020-21 ALLOCATION OF FUNDS

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Fortuna Fire Protection District (**Fire District**). The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021.

### RECITALS

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

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

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

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Fire Districts for fire protection services in Fiscal Year 2020-21; and

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

- 1. The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2020-21 to recognized local fire protection districts;
- 2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula as attached hereto and incorporated herein;

- The County agrees to make quarterly payments of 0.18988% of total County Proposition 172 revenue received during Fiscal Year 2020-21 to the Fortuna Fire Protection District;
- The Fire District agrees to utilize the funds only for the purpose of local fire protection services;
- 5. The Fire District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2020-21. Accounting records of Fire District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
- 6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify Fire District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, Fire District promises to take appropriate corrective action immediately;
- 7. The Fire District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
- 8. The Fire District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the Fire District, its agents, employees, and volunteers pertaining to the performance of this agreement;
- The Fire District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;

- 10. This agreement may only be modified by written agreement of the parties;
- This agreement may be terminated by either party, with cause, upon thirty
   (30) days written notice from one party to the other. In the event of termination, Fire District shall return to County any unexpended funds;
- 12. The Fire District certifies by its signature below that Fire District is not a Nuclear Weapons Contractor, in that Fire District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The Fire District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the Fire District becomes a nuclear weapons contractor;
- The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021;
- 14. The Fire District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire District and County;
- 15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
- 16. Fire District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this <u>15th</u> day of <u>December</u>, 2020.

**COUNTY OF HUMBOLDT** 

Estelle Fennell, Chair of the Board of Supervisors, County of Humboldt, State of California

Fortuna Fire Protection District

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## AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND FORTUNA FIRE PROTECTION DISTRICT FOR FISCAL YEAR 2020-21 ALLOCATION OF FUNDS

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Fortuna Fire Protection District (**Fire District**). The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021.

### RECITALS

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

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

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

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Fire Districts for fire protection services in Fiscal Year 2020-21; and

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

- 1. The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2020-21 to recognized local fire protection districts;
- 2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula as attached hereto and incorporated herein;

- The County agrees to make quarterly payments of 0.18988% of total County Proposition 172 revenue received during Fiscal Year 2020-21 to the Fortuna Fire Protection District;
- The Fire District agrees to utilize the funds only for the purpose of local fire protection services;
- 5. The Fire District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2020-21. Accounting records of Fire District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
- 6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify Fire District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, Fire District promises to take appropriate corrective action immediately;
- 7. The Fire District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
- 8. The Fire District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the Fire District, its agents, employees, and volunteers pertaining to the performance of this agreement;
- The Fire District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;

- 10. This agreement may only be modified by written agreement of the parties;
- This agreement may be terminated by either party, with cause, upon thirty
   (30) days written notice from one party to the other. In the event of termination, Fire District shall return to County any unexpended funds;
- 12. The Fire District certifies by its signature below that Fire District is not a Nuclear Weapons Contractor, in that Fire District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The Fire District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the Fire District becomes a nuclear weapons contractor:
- 13. The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021;
- 14. The Fire District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire District and County;
- 15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
- Fire District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this <u>15th</u> day of <u>December</u>, 2020.

COUNTY OF HUMBOLDT

Estelle Fennell, Chair of the Board of Supervisors, County of Humboldt, State of California

Fortuna Fire Protection District

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Title BOARD CNAIRMAN

# AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND FERNDALE FIRE PROTECTION DISTRICT FOR FISCAL YEAR 2020-21 ALLOCATION OF FUNDS

This agreement is entered into by the County of Humboldt (County), a political subdivision of the State of California, and the Ferndale Fire Protection District (Fire District). The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021.

### RECITALS

**WHEREAS**, the Ferndale Fire Protection District was reorganized as a fire protection district under Division 12, part 2.7, of the Health and Safety Code, namely the Fire Protection District Law of 1961;

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

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

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Fire Districts for fire protection services in Fiscal Year 2020-21; and

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

- The County agrees to appropriate 2% of the County's Proposition 172 revenue, in Fiscal Year 2020-21, to recognized local fire protection districts;
- The County accepts the Humboldt County Fire Chiefs Association's distribution formula, as attached hereto, and incorporated herein;
- The County agrees to make quarterly payments of 0.05615% of total County Proposition 172 revenue received during Fiscal Year 2020-21 to the Ferndale Fire Protection District;

- The Fire District agrees to utilize the funds only for the purpose of local fire protection services;
- 5. The Fire District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2020-21. Accounting records of Fire District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
- 6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify Fire District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, Fire District promises to take appropriate corrective action immediately;
- The Fire District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
- 8. The Fire District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the Fire District, its agents, employees, and volunteers pertaining to the performance of this agreement;
- The Fire District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;
- 10. This agreement may only be modified by written agreement of the parties;

- 11. This agreement may be terminated by either party, with cause, upon thirty (30) days written notice from one party to the other. In the event of termination, Fire District shall return to County any unexpended funds;
- 12. The Fire District certifies by its signature below that Fire District is not a Nuclear Weapons Contractor, in that Fire District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The Fire District agrees to notify the County immediately if it becomes a nuclear weapons contractor as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the Fire District becomes a nuclear weapons contractor;
- The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021;
- 14. The Fire District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire District and County;
- 15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
- 16. Fire District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Ferndale Fire Protection District P. O. Box 412 Ferndale, CA 95536 Notices shall be given to County:

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_. 2020.

**COUNTY OF HUMBOLDT** 

Estelle Fennell, Chair of the Board of Supervisors, County of Humboldt, State of California

By Welliam & Revenue

# AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND FERNDALE FIRE PROTECTION DISTRICT FOR FISCAL YEAR 2020-21 ALLOCATION OF FUNDS

This agreement is entered into by the County of Humboldt (County), a political subdivision of the State of California, and the Ferndale Fire Protection District (Fire District). The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021.

### **RECITALS**

WHEREAS, the Ferndale Fire Protection District was reorganized as a fire protection district under Division 12, part 2.7, of the Health and Safety Code, namely the Fire Protection District Law of 1961;

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

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

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Fire Districts for fire protection services in Fiscal Year 2020-21; and

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

- The County agrees to appropriate 2% of the County's Proposition 172 revenue, in Fiscal Year 2020-21, to recognized local fire protection districts;
- The County accepts the Humboldt County Fire Chiefs Association's distribution formula, as attached hereto, and incorporated herein;
- The County agrees to make quarterly payments of 0.05615% of total County Proposition 172 revenue received during Fiscal Year 2020-21 to the Ferndale Fire Protection District;

- 4. The Fire District agrees to utilize the funds only for the purpose of local fire protection services;
- 5. The Fire District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2020-21. Accounting records of Fire District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
- 6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify Fire District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, Fire District promises to take appropriate corrective action immediately;
- The Fire District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
- 8. The Fire District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the Fire District, its agents, employees, and volunteers pertaining to the performance of this agreement;
- The Fire District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;
- 10. This agreement may only be modified by written agreement of the parties;

- 11. This agreement may be terminated by either party, with cause, upon thirty (30) days written notice from one party to the other. In the event of termination, Fire District shall return to County any unexpended funds;
- 12. The Fire District certifies by its signature below that Fire District is not a Nuclear Weapons Contractor, in that Fire District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The Fire District agrees to notify the County immediately if it becomes a nuclear weapons contractor as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the Fire District becomes a nuclear weapons contractor;
- The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021;
- 14. The Fire District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire District and County;
- 15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
- 16. Fire District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Ferndale Fire Protection District P. O. Box 412 Ferndale, CA 95536 Notices shall be given to County:

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this <u>15th</u> day of <u>December</u>, 2020.

COUNTY OF HUMBOLDT

Estelle Fennell, Chair of the Board of Supervisors, County of Humboldt, State of California

Ferndale Fire Protection District

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### AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND REDWAY FIRE PROTECTION DISTRICT FOR FISCAL YEAR 2020-21 ALLOCATION OF FUNDS

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Redway Fire Protection District (**Fire District**). The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021.

### **RECITALS**

**WHEREAS**, the Redway Fire Protection District was certified to exist by the Secretary of the State of California on the 30<sup>th</sup> day of January, 1959, pursuant to Section 14016 of the Health and Safety Code, as a Local Fire District;

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

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

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Fire Districts for fire protection services in Fiscal Year 2020-21; and

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

- The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2020-21 to recognized local fire protection districts;
- 2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula as attached hereto and incorporated herein;
- The County agrees to make quarterly payments of 0.06437% of total County Proposition 172 revenue received during Fiscal Year 2020-21 to the Redway Fire Protection District;

- The Fire District agrees to utilize the funds only for the purpose of local fire protection services;
- 5. The Fire District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2020-21. Accounting records of Fire District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
- 6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify Fire District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, Fire District promises to take appropriate corrective action immediately;
- 7. The Fire District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
- 8. The Fire District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the Fire District, its agents, employees, and volunteers pertaining to the performance of this agreement;
- The Fire District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;
- 10. This agreement may only be modified by written agreement of the parties;

- This agreement may be terminated by either party, with cause, upon thirty
   (30) days written notice from one party to the other. In the event of termination, Fire District shall return to County any unexpended funds;
- 12. The Fire District certifies by its signature below that Fire District is not a Nuclear Weapons Contractor, in that Fire District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The Fire District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the Fire District becomes a nuclear weapons contractor;
- 13. The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021;
- 14. The Fire District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire District and County;
- 15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
- 16. Fire District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Redway Fire Protection District P. O. Box 695 Redway, CA 95560 Notices shall be given to County:

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this \_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2020.

COUNTY OF HUMBOLDT

Estelle Fennell, Chair of the Board of Supervisors, County of Humboldt, State of California

**Redway Fire Protection District** 

By\_

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## AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND REDWAY FIRE PROTECTION DISTRICT FOR FISCAL YEAR 2020-21 ALLOCATION OF FUNDS

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Redway Fire Protection District (**Fire District**). The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021.

### **RECITALS**

**WHEREAS**, the Redway Fire Protection District was certified to exist by the Secretary of the State of California on the 30<sup>th</sup> day of January, 1959, pursuant to Section 14016 of the Health and Safety Code, as a Local Fire District;

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

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

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Fire Districts for fire protection services in Fiscal Year 2020-21; and

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

- The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2020-21 to recognized local fire protection districts;
- 2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula as attached hereto and incorporated herein;
- 3. The County agrees to make quarterly payments of 0.06437% of total County Proposition 172 revenue received during Fiscal Year 2020-21 to the Redway Fire Protection District:

- 4. The Fire District agrees to utilize the funds only for the purpose of local fire protection services;
- 5. The Fire District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2020-21. Accounting records of Fire District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
- 6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify Fire District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, Fire District promises to take appropriate corrective action immediately;
- 7. The Fire District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
- 8. The Fire District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the Fire District, its agents, employees, and volunteers pertaining to the performance of this agreement;
- The Fire District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;
- 10. This agreement may only be modified by written agreement of the parties;

- This agreement may be terminated by either party, with cause, upon thirty
   (30) days written notice from one party to the other. In the event of termination, Fire District shall return to County any unexpended funds;
- The Fire District certifies by its signature below that Fire District is not a Nuclear Weapons Contractor, in that Fire District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The Fire District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the Fire District becomes a nuclear weapons contractor;
- The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021;
- 14. The Fire District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire District and County;
- 15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
- 16. Fire District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Redway Fire Protection District P. O. Box 695 Redway, CA 95560

Notices shall be given to County:

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be 15th day of December, 2020. executed by their duly authorized officers, on this \_\_\_\_

COUNTY, OF HUMBOLDT

Estelle Fennell, Chair of the Board of Supervisors, County of Humboldt, State of California

Redway Fire Protection District

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## AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND FIELDBROOK COMMUNITY SERVICES DISTRICT FOR FISCAL YEAR 2020-21 ALLOCATION OF FUNDS

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Fieldbrook Community Services District (**District**). The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021.

### **RECITALS**

WHEREAS, the Fieldbrook Community Services District assumed responsibility for Fire Protection Services within its boundaries upon the passage of LAFCo Resolution No. 72-13, approving the transfer of property and fire protection responsibility from the Arcata Fire District to the Fieldbrook Community Services District, adopted on the 20<sup>th</sup> day of November 1972, pursuant to the provisions of Government Code Section 54797.1;

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

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

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Districts for fire protection services in Fiscal Year 2020-21; and

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

- 1. The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2020-21 to recognized local fire protection districts;
- 2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula as attached hereto and incorporated herein;

- The County agrees to make quarterly payments of 0.01028% of total County Proposition 172 revenue received during Fiscal Year 2020-21 to the Fieldbrook Community Services District;
- 4. The District agrees to utilize the funds only for the purpose of local fire protection services;
- 5. The District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2020-21. Accounting records of District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
- 6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, District promises to take appropriate corrective action immediately;
- 7. The District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
- 8. The District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the District, its agents, employees, and volunteers pertaining to the performance of this agreement;
- The District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;

- 10. This agreement may only be modified by written agreement of the parties;
- 11. This agreement may be terminated by either party, with cause, upon thirty (30) days written notice from one party to the other. In the event of termination, District shall return to County any unexpended funds;
- 12. The District certifies by its signature below that District is not a Nuclear Weapons Contractor, in that District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the District becomes a nuclear weapons contractor;
- The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021;
- 14. The District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between District and County;
- 15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
- 16. District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Fieldbrook Community Service District 4584 Fieldbrook Road McKinleyville, CA 95519 Notices shall be given to County:

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this 15th day of 1200.

COUNTY OF HUMBOLDT

Estelle Fennell, Chair of the Board of Supervisors, County of Humboldt, State of California

Fieldbrook Community Services District

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## AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT AND FIELDBROOK COMMUNITY SERVICES DISTRICT FOR FISCAL YEAR 2020-21 ALLOCATION OF FUNDS

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Fieldbrook Community Services District (**District**). The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021.

### **RECITALS**

WHEREAS, the Fieldbrook Community Services District assumed responsibility for Fire Protection Services within its boundaries upon the passage of LAFCo Resolution No. 72-13, approving the transfer of property and fire protection responsibility from the Arcata Fire District to the Fieldbrook Community Services District, adopted on the 20<sup>th</sup> day of November 1972, pursuant to the provisions of Government Code Section 54797.1;

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

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

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Districts for fire protection services in Fiscal Year 2020-21; and

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

- 1. The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2020-21 to recognized local fire protection districts;
- 2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula as attached hereto and incorporated herein;

- 3. The County agrees to make quarterly payments of 0.01028% of total County Proposition 172 revenue received during Fiscal Year 2020-21 to the Fieldbrook Community Services District;
- The District agrees to utilize the funds only for the purpose of local fire protection services;
- 5. The District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2020-21. Accounting records of District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
- 6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, District promises to take appropriate corrective action immediately;
- 7. The District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
- 8. The District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the District, its agents, employees, and volunteers pertaining to the performance of this agreement;
- The District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;

- 10. This agreement may only be modified by written agreement of the parties;
- This agreement may be terminated by either party, with cause, upon thirty
   (30) days written notice from one party to the other. In the event of termination, District shall return to County any unexpended funds;
- 12. The District certifies by its signature below that District is not a Nuclear Weapons Contractor, in that District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the District becomes a nuclear weapons contractor;
- The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2021;
- 14. The District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between District and County;
- 15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
- District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Fieldbrook Community Service District 4584 Fieldbrook Road McKinleyville, CA 95519 Notices shall be given to County:

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ 2020.

COUNTY OF HUMBOLDT

Estelle Fennell, Chair of the Board of Supervisors, County of Humboldt, State of California

**Fieldbrook Community Services District** 

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