



AGENDA ITEM NO.

C-4

COUNTY OF HUMBOLDT

For the meeting of: June 7, 2016

Date: May 13, 2016

To: Board of Supervisors

From: Amy S. Nilsen, County Administrative Officer *[Signature]*

Subject: Local Fire District Allocations for Fiscal Year 2015-16 for the Rio Dell and Telegraph Ridge Fire Protection Districts, and Samoa Peninsula Fire District

RECOMMENDATION(S):

That the Board of Supervisors:

- 1) Authorize the Chair of the Board to execute agreements with Rio Dell and Telegraph Ridge Fire Protection Districts, and Samoa Peninsula Fire District for revenue-sharing of the county's Fiscal Year 2015-16 Proposition 172 (Prop 172) funding; and
- 2) Direct the Clerk of the Board to submit one copy of the agreement to the County Administrative Office for processing.

SOURCE OF FUNDING:

General Fund (Prop 172)

Prepared by Elishia Hayes, Administrative Services Officer

CAO Approval *[Signature: Cheryl Dillingham]*

REVIEW:	<u><i>[Signature]</i></u>	County Counsel	<u><i>[Signature]</i></u>	Human Resources	Other
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TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other

PREVIOUS ACTION/REFERRAL:

Board Order No. F-2

Meeting of: 10/18/05

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

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

Dated: June 7, 2016
 By: *[Signature: Kathy Hayes]*
 Kathy Hayes, Clerk of the Board

DISCUSSION:

Prop 172 of 1993 enacted a one-half cent sales tax statewide, dedicated to public safety purposes. It was intended as partial compensation to counties and cities for property tax revenue that was shifted from local government to the State Education Revenue Augmentation Fund (ERAF). In October 2005, the Board of Supervisors voted to contribute Prop 172 funding to the recognized fire districts in the county.

The Fire Chiefs Association provided the county with an allocation formula for distribution of 2.0 percent of the Prop 172 revenue between the 23 fire districts. County Administrative Office staff prepared draft agreements with each fire district, based upon the fire chiefs' allocation formula. Rio Dell and Telegraph Ridge Fire Protection Districts, and Samoa Peninsula Fire District have returned signed copies of their revenue-sharing agreements to the county.

The following revenue-sharing agreements have not yet been returned to the County Administrative Office: Myers Flat and Whitethorn Fire Protection Districts, and Miranda Community Service Districts.

FINANCIAL IMPACT:

Pursuant to the allocation formula developed by the Fire Chiefs' Association, Rio Dell and Telegraph Ridge Fire Protection Districts, and Samoa Peninsula Fire District will receive the following percentages of total county Proposition 172 revenue:

Rio Dell FD	0.01096%
Telegraph Ridge	0.00725%
Samoa FD	0.00659%

These percentages represent approximately \$2,574 of the \$207,582 expected to be allocated to the fire districts during FY 2015-16. These funds are currently budgeted in Fund 1100, Budget Unit 199 (Contributions to Other Funds) for FY 2015-16.

The recommendation before you supports your Board's strategic framework of creating opportunities for improved safety and health.

OTHER AGENCY INVOLVEMENT:

Arcata, Blue Lake, Samoa, Ferndale, Fortuna, Garberville, Humboldt, Kneeland, Loleta, Myers Flat, Petrolia, Redway, Rio Dell, Willow Creek, Whitethorn and Telegraph Ridge Fire Protection Districts, and Fieldbrook, Carlotta, Miranda, Orick and Orleans Community Service Districts, and Shelter Cove Resort Improvement District (RID).

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the revenue-sharing agreements for the county's FY 2015-16 Prop 172 funding. This is not recommended as it would leave fire districts with reduced resources.

ATTACHMENTS:

- A. Allocation spreadsheet
- B. Contracts (two copies each)

Agency	% of County Receipts	FY 2015-16 Estimated
Arcata FD	0.08283%	\$8,598
Blue Lake FD	0.02337%	\$2,425
Samoa FD	0.00659%	\$685
Ferndale FD	0.05615%	\$5,828
Fortuna FD	0.18988%	\$19,708
Garberville FD	0.01506%	\$1,563
Humboldt FD	1.30896%	\$135,858
Kneeland FD	0.00865%	\$898
Loleta FD	0.01167%	\$1,211
Myers Flat FD	0.00667%	\$693
Petrolia FD	0.01181%	\$1,226
Redway FD	0.06437%	\$6,681
Rio Dell FD	0.01096%	\$1,137
Telegraph Ridge	0.00725%	\$752
Willow Creek FD	0.05909%	\$6,133
Whitethorn FD	0.00721%	\$748
FieldbrookCSD	0.01028%	\$1,067
Carlotta CSD	0.00791%	\$821
Miranda CSD	0.00712%	\$739
Orick CSD	0.00766%	\$795
Orleans CSD	0.00680%	\$706
RID #1 -SC	0.08283%	\$8,597
Weott CSD	0.00687%	\$713
Totals	2.00000%	\$207,582

**AGREEMENT BETWEEN
THE COUNTY OF HUMBOLDT
AND
RIO DELL FIRE PROTECTION DISTRICT
FOR
FISCAL YEAR 2015-16 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, 2016.

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 2015-16; and

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

NOW, THEREFORE, the parties agree as follows:

1. The County agrees to appropriate 2% of the County's Proposition 172 revenue, in Fiscal Year 2015-16, 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 2015-16 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 2015-16. Accounting records of Fire District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify Fire District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, Fire District promises to take appropriate corrective action immediately;
7. The Fire District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
8. The Fire District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the Fire District, its agents, employees, and volunteers, pertaining to the performance of this agreement;
9. The Fire District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;
10. This agreement may only be modified by written agreement of the parties;

11. This agreement may be terminated by either party, with cause, upon thirty (30) days written notice from one party to the other. In the event of termination, Fire District shall return to County any unexpended funds;
12. The Fire District certifies by its signature below that Fire District is not a Nuclear Weapons Contractor, in that Fire District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The Fire District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the Fire District becomes a nuclear weapons contractor;
13. The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2016;
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.

Notices shall be given to Fire District:

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 7 day of June, ~~2015~~ 2016

COUNTY OF HUMBOLDT



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

Rio Dell Fire Protection District

By Jim Barante
Title chairman

**AGREEMENT BETWEEN
THE COUNTY OF HUMBOLDT
AND
TELEGRAPH RIDGE FIRE PROTECTION DISTRICT
FOR
FISCAL YEAR 2015-16 ALLOCATION OF FUNDS**

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Telegraph Ridge 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, 2016.

RECITALS

WHEREAS, the Telegraph Ridge Fire Protection District was certified as to completion by the Local Agency Formation Commission, pursuant to Government Code Section 57200.

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 2015-16; and

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

NOW, THEREFORE, the parties agree as follows:

1. The County agrees to appropriate 2% of the County's Proposition 172 revenue, in Fiscal Year 2015-16, 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 0.00725% of total County Proposition 172 revenue received during Fiscal Year 2015-16 to the Telegraph Ridge 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 2015-16. Accounting records of Fire District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify Fire District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, Fire District promises to take appropriate corrective action immediately;
7. The Fire District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
8. The Fire District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the Fire District, its agents, employees, and volunteers, pertaining to the performance of this agreement;
9. The Fire District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;
10. This agreement may only be modified by written agreement of the parties;

11. This agreement may be terminated by either party, with cause, upon thirty (30) days written notice from one party to the other. In the event of termination, Fire District shall return to County any unexpended funds;
12. The Fire District certifies by its signature below that Fire District is not a Nuclear Weapons Contractor, in that Fire District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The Fire District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the Fire District becomes a nuclear weapons contractor;
13. The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2016;
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.

Notices shall be given to Fire District:

Telegraph Ridge Fire Protection District
P. O. Box 1803
Redway, CA 95560

Notices shall be given to County:

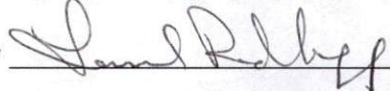
County of Humboldt
County Administrative Office
825 Fifth Street, Room 112
Eureka, CA 95501-1153

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this 7 day of June, ~~2015~~ 2016

COUNTY OF HUMBOLDT

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

Telegraph Ridge Fire Protection District

By 
Title TRFPD Board Chair

**AGREEMENT BETWEEN
THE COUNTY OF HUMBOLDT
AND
SAMOA PENINSULA FIRE DISTRICT
FOR
FISCAL YEAR 2015-16 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, 2016.

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 2015-16; and

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

NOW, THEREFORE, the parties agree as follows:

1. The County agrees to appropriate 2% of the County's Proposition 172 revenue, in Fiscal Year 2015-16, 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 0.00659% of total County Proposition 172 revenue received during Fiscal Year 2015-16 to the Samoa Peninsula Fire 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 2015-16. Accounting records of Fire District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify Fire District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, Fire District promises to take appropriate corrective action immediately;
7. The Fire District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
8. The Fire District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the Fire District, its agents, employees, and volunteers, pertaining to the performance of this agreement;
9. The Fire District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;
10. This agreement may only be modified by written agreement of the parties;

11. This agreement may be terminated by either party, with cause, upon thirty (30) days written notice from one party to the other. In the event of termination, Fire District shall return to County any unexpended funds;
12. The Fire District certifies by its signature below that Fire District is not a Nuclear Weapons Contractor, in that Fire District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The Fire District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the Fire District becomes a nuclear weapons contractor;
13. The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2016;
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.

Notices shall be given to Fire District:

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 7 day of June, ~~2015~~ 2016.

COUNTY OF HUMBOLDT



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

Samoa Peninsula Fire District

By Dale B. Vase

Title Chief