

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF HUMBOLDT  
AND  
HUMBOLDT COUNTY FIRE CHIEF'S ASSOCIATION  
FOR FISCAL YEAR 2016-2017**

This Memorandum of Understanding ("MOU"), entered into this 4th day of October, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Humboldt County Fire Chief's Association, a non-profit corporation, hereinafter referred to as "HCFCA," is made upon the following considerations:

WHEREAS, California Government Code Section 26227 provides that the board of supervisors of any county may appropriate and expend money from the county's general fund to finance programs deemed to be necessary to meet the social needs of the population of the county, including, but not limited to, the areas of health, law enforcement and public safety; and

WHEREAS, COUNTY placed a one-half (.5) cent local sales and use tax measure, known as "Measure Z," on the November 2014 ballot to maintain and improve essential services; and

WHEREAS, Measure Z was passed by the voters of Humboldt County on November 4, 2014 and became operative on April 1, 2015; and

WHEREAS, due to the passage of Measure Z, COUNTY has additional funding to maintain and improve essential services, including, without limitation: law enforcement services; emergency response services; illegal marijuana cultivation enforcement and prevention; child abuse enforcement and prevention; crime investigation and prosecution; substance abuse rehabilitation; mental health treatment; rural fire protection, road repairs; and other necessary services relating to the areas of health, law enforcement and public safety; and

WHEREAS, COUNTY created a nine (9) member Citizens Advisory Committee to review Measure Z funding applications and make recommendations to the Humboldt County Board of Supervisors; and

WHEREAS, on February 19, 2016, HCFCA submitted a Measure Z application to the Citizens' Advisory Committee requesting an allocation in the amount of Two Million Two Hundred Thirty-One Thousand Three Hundred Ninety-Six Dollars and Sixty-Six Cents (\$2,231,396.66) for the purchase of equipment, including, without limitation, used fire engines, materials to build fire station facilities, protective clothing and fire hoses, the payment of dispatch fees and the provision of planning-related services regarding fire district boundaries, which is attached hereto as Exhibit A – Application for Measure Z Funding – and incorporated herein by reference; and

WHEREAS, on June 28, 2016, the Humboldt County Board of Supervisors approved the Measure Z application submitted by HCFCA in the amount of One Million Eight Hundred Thirty-Eight Thousand Five Hundred Forty-Two Dollars (\$1,838,542.00) through June 30, 2017.

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

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

1. COUNTY OBLIGATIONS:

- A. Payment of Equipment-Related Purchases. COUNTY shall directly pay vendors for the purchase of equipment, including, without limitation, used fire engines, materials to build fire station facilities, protective clothing and fire hoses, upon receipt of approved invoices and adequate proof that either an informal bid process was utilized or that the requirements associated with sole source purchases were met.
- B. Payment of Dispatch Fees. COUNTY shall directly pay dispatch fees to the California Department of Forestry and Fire Protection upon receipt of approved invoices from HCFCA.
- C. Payment of Planning-Related Services. COUNTY shall directly pay for planning-related services regarding fire district boundaries provided by HCFCA pursuant to the terms and conditions of this MOU upon receipt of approved invoices.

2. HCFCA OBLIGATIONS:

- A. Equipment-Related Purchases. HCFCA shall submit to COUNTY approved invoices which include the cost of each item purchased and the name and address of each fire district receiving such items, along with proof that either an informal bid process was utilized or that the requirements associated with sole source purchases were met, for each equipment-related purchase made pursuant to the terms and conditions of this MOU. All equipment and fixed assets purchased pursuant to the terms and conditions of this MOU shall become the property of HCFCA.
- B. Dispatch Fees. HCFCA shall submit to COUNTY approved invoices for any and all state dispatch fees incurred pursuant to the terms and conditions of this MOU.
- C. Planning-Related Services. HCFCA shall submit to COUNTY approved invoices for all planning-related services regarding fire district boundaries rendered pursuant to the terms and conditions of this MOU.
- D. Quarterly and Final Reports. HCFCA will provide quarterly and final reports to COUNTY as set forth in Exhibit B – Quarterly and Final Summary Reports, which is attached hereto and incorporated herein by reference. Any and all quarterly and final reports required hereunder shall be prepared using the COUNTY’s standard Measure Z report form, which is attached hereto as Exhibit C – Quarterly and Final Report Form and incorporated herein by reference.
- E. Recognition of Measure Z Funding. HCFCA shall cooperate with COUNTY efforts to recognize Measure Z funding. Such recognition may take the form of press releases, photos and adhesives to equipment.

3. TERM:

This MOU shall begin on July 1, 2016 and shall remain in full force and effect until June 30, 2017, unless sooner terminated as provided herein.

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4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, HCFCA fails to adequately fulfill its obligations hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this MOU, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this MOU immediately, upon notice.
- B. Without Cause. COUNTY may terminate this MOU without cause upon thirty (30) days advance written notice to HCFCA. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this MOU are contingent upon the availability of local funding resulting from the sales and use tax established by Measure Z. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide HCFCA seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this MOU, HCFCA shall be entitled to compensation for uncompensated equipment-related services made, dispatch fees incurred, and or planning-related services rendered, pursuant to the terms and conditions of this MOU through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this MOU by HCFCA.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for equipment-related purchases made, dispatch costs incurred, and planning-related services rendered, pursuant to the terms and conditions of this MOU is One Million Eight Hundred Thirty-Eight Thousand-Five Hundred Forty-Two dollars (\$1,838,542.00). HCFCA agrees to perform all of its obligations hereunder for an amount not to exceed such maximum dollar amount. However, if the allocation of local funding resulting from the sales and use tax established by Measure Z is reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder, or terminate this MOU as provided herein.
- B. Schedule of Rates. HCFCA shall set forth the specific rates and costs applicable to this MOU using the COUNTY's standard Measure Z budget form, which is attached hereto as Exhibit D – Schedule of Rates and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by HCFCA, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of HCFCA. HCFCA shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which HCFCA estimates that the maximum payable amount will be reached.

6. PAYMENT:

HCFCA shall submit to COUNTY invoices for all equipment-related purchases made, dispatch fees incurred, and planning related services rendered, pursuant to the terms and conditions of this MOU. Invoices shall be in the format set forth in Exhibit E – Measure Z Invoice Form, which is attached

hereto and incorporated herein by reference. HCFCFA shall submit a final undisputed invoice for payment no more than thirty (30) days following the expiration or termination date of this MOU. Payment for equipment-related purchases, dispatch fees incurred, and planning-related services rendered, pursuant to the terms and conditions of this MOU will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by HCFCFA shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Administrative Office  
Attention: Elishia Hayes, Senior Administrative Analyst  
825 5<sup>th</sup> Street, Room 112  
Eureka, California 95501

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Administrative Office  
Attention: Amy S. Nilsen, County Administrative Officer  
825 Fifth Street, Room 112  
Eureka, California 95501

HCFCFA: Humboldt County Fire Chief's Association  
C/O: Humboldt Bay Fire Department  
Attention: Jeff Robison  
533 C Street  
Eureka, California 95501

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. HCFCFA agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the equipment-related purchases made, dispatch fees incurred, and planning-related services provided, pursuant to the terms and conditions of this MOU, and to maintain and preserve said records for at least three (3) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the equipment-related purchases made, dispatch fees incurred, and planning related services provided, pursuant to the terms and conditions of this MOU.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of HCFCFA, and its subcontractors, related to the equipment-related purchases made, dispatch fees incurred, and planning related services provided, pursuant to the terms and conditions of this MOU, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this MOU. HCFCFA hereby agrees to make all such records available during normal business hours to

inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. HCFCA further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this MOU, including, but not limited to, the costs of administering this MOU.

- C. Audit Costs. In the event of an audit exception or exceptions related to the equipment-related purchases made, dispatch fees incurred, and planning related services provided, pursuant to the terms and conditions of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of such audit. If the allowable expenditures cannot be determined because HCFCA's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

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

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, HCFCA may receive information that is confidential under local, state or federal law. HCFCA hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations, and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, HCFCFA, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. HCFCFA further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51 et, seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this MOU by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

HCFCFA certifies by its signature below that it is not a Nuclear Weapons Contractor, in that HCFCFA is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. HCFCFA agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if HCFCFA subsequently becomes a Nuclear Weapons Contractor.

13. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. HCFCFA shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, HCFCFA's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

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- B. Effect of Insurance. Acceptance of insurance, if required by this MOU, does not relieve HCFCA from liability under this provision. This provision shall apply to all claims for damages related to HCFCA's performance hereunder regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by HCFCA hereunder.

14. INSURANCE REQUIREMENTS:

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

- A. General Insurance Requirements. Without limiting HCFCA's indemnification obligations provided for herein, HCFCA shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this MOU, and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in the State of California and with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of HCFCA and its agents, officers, directors, employees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
  2. Automobile/Motor Liability Insurance with a limit of liability of no less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
  3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
  4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which HCFCA may be exposed to liability. HCFCA shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as

additional insured for liability arising out of the operations performed by or on behalf of HCFCA. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
  - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
  - c. Is the primary insurance with regard to COUNTY.
  - d. Does not contain a pro-rata, excess only and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that HCFCA shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
  4. For claims related to this MOU, HCFCA's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to HCFCA's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the provisions of this MOU, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
  6. HCFCA shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this MOU. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If HCFCA does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this MOU, take out the necessary insurance, and HCFCA agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to HCFCA under this MOU.
  7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and HCFCA shall be required to purchase additional coverage to meet the above-referenced aggregate limits.



- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this MOU shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt  
Attention: Risk Management  
825 5th Street, Room 131  
Eureka, California 95501

HCFCA: Humboldt County Fire Chief's Association  
C/O Humboldt Bay Fire Department  
Attention: Jeff Robison  
533 C Street  
Eureka, California 95501

15. RELATIONSHIP OF PARTIES:

It is understood that this is an MOU by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that HCFCA shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. HCFCA shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

16. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

HCFCFA agrees to comply with any and all local, state and federal laws and regulations applicable to HCFCA's performance hereunder. HCFCA further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

17. PROVISIONS REQUIRED BY LAW:

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

18. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this MOU is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

19. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

20. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by HCFCA in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by HCFCA to obtain supplies, technical support or professional services.

21. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

22. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU. In no event shall any payment by COUNTY constitute a waiver of any breach of this MOU or any default which may then exist on the part of HCFCA. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and HCFCA shall promptly refund, any funds disbursed to HCFCA, which COUNTY determines were not expended in accordance with the terms of this MOU.

23. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this MOU.

24. AMENDMENT:

This MOU may be amended at any time during the term of this MOU upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.

25. STANDARD OF PRACTICE:

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

26. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this MOU prepared and/or submitted by HCFCA shall become the property of COUNTY. However, HCFCA may retain copies of such documents and information for its records. In the event of termination of this MOU, for any reason whatsoever, HCFCA shall promptly turn over to COUNTY, without exception or reservation, all information, writings and documents pertaining to the equipment-related purchases made, dispatch fees incurred, and planning related services provided, pursuant to the terms and conditions of this MOU.

27. JURISDICTION AND VENUE:

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

28. ADVERTISING AND MEDIA RELEASE:

All informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. COUNTY shall provide to HCFCFA suggested language, and a Measure Z Logo, for all press releases. In addition, HCFCFA shall inform COUNTY of all requests for interviews by media related to this MOU before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Humboldt County Administrative Officer.

29. SUBCONTRACTS:

HCFCFA shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this MOU, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. HCFCFA shall remain legally responsible for the performance of all terms and conditions of this MOU, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

30. SURVIVAL:

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

31. CONFLICTING TERMS OR CONDITIONS:

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

32. INTERPRETATION:

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

33. FORCE MAJEURE:

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

35. ENTIRE AGREEMENT:

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

36. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this MOU as of the first date written above.

**TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:**

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

**HUMBOLDT COUNTY FIRE CHIEF'S ASSOCIATION:**

By: Jeff Robison

Date: 7-27-2016

Name: Jeff Robison

Title: President

By: Bill Gillespie

Date: July 27, 2016

Name: Bill Gillespie

Title: Vice-President

**COUNTY OF HUMBOLDT:**

By: Mark Lovelace

Date: 10/4/16

Mark Lovelace  
Chair Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

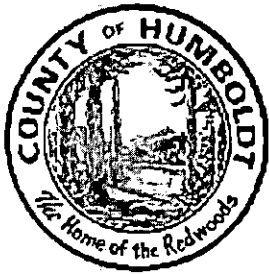
By: R. K. Gaudin

Date: 9/19/16

Risk Management

**LIST OF EXHIBITS:**

- Exhibit A – Application for Measure Z Funding
- Exhibit B – Quarterly and Final Summary Reports
- Exhibit C – Quarterly and Final Report Form
- Exhibit D – Schedule of Rates
- Exhibit E – Measure Z Invoice Form



# CITIZENS' ADVISORY COMMITTEE ON MEASURE Z EXPENDITURES

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

RECEIVED  
FEB 19 2016  
CAO

## APPLICATION FOR FUNDING

Agency Name: Humboldt County Fire Chief's Association  
 Mailing Address: 533 C Street, Eureka, CA 95501  
 Contact Person: Bill Gillespie Title: Vice-President  
 Telephone: 707-441-4000 E-mail address: bgillespie@hbfire.org

1. AMOUNT OF MEASURE Z FUNDING REQUESTED FOR FY 2016-17: \$ 2,231,396.66

2. ENTITY TYPE -- Please check appropriate box.

- a. Humboldt County Department
- b. Contract Service Provider to Humboldt County
- c. Local Government Entity
- d. Private Service Provider
- e. Non-Profit Service Provider
- f. Other  Humboldt County Fire Chief's Association

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

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

First, the Chief's Association is seeking funding in order to purchase equipment for volunteer/rural firefighters in order to bring them up to a nationally recognized minimum level of safety equipment and emergency response apparatus standards. Humboldt County is served by 38 individual fire departments, with 36 of these being made up entirely of volunteers. The members of these organizations, due to extremely limited revenue sources and resources, must respond to and operate at emergency scenes with outdated, unsafe, and inadequate safety equipment, which include personal protective clothing (structural and wildland), significantly outdated fire attack hose, and unreliable, antiquated and unsafe fire response apparatus. This inferior equipment and fire apparatus puts not only the firefighters who wear them (PPE), respond on them (apparatus) and attempt fire suppression and rescue activities at risk for injury or even death, but also limits their ability to protect members of the general public, be they local residents or visitors to Humboldt County. Further, many of these departments that are relied upon by the citizens and visitors of our county have no location to adequately

house apparatus, PPE, and emergency equipment to protect these vital resources from theft and deterioration due to the effects of weather and climate.

If awarded, these funds would be utilized to purchase the recognized national standard for the minimum level of safety equipment needed to equip volunteer firefighters for performing the emergency response duties that they now perform and for the possibility of expanding services in connection with future County development. Through the purchase of used, "new to the department" reliable fire response apparatus (with warranty from a reputable broker of used fire apparatus) that are compliant with Department of Transportation, California Vehicle Code, and National Fire Protection Administration (NFPA) standards, cost will be reduced, while safety and reliability will be increased to the identified communities needing vital apparatus upgrades. The 2015/16 Measure Z funding cycle assisted local volunteer fire departments through the purchase of structural and wildland PPE, but additional PPE needs have been identified. As part of the 2015/15 PPE request for proposals process, the County Fire Chief's Association locked in set pricing with the successful vendor, and that pricing remains in effect through future funding cycles. Industry standards set forth under the NFPA regulate fire hose use based upon age, with fire hose manufactured in 1987 or prior to be removed from service. Many of our volunteer fire departments rely on fire hose that pre dates the 1987 requirement. This hose is prone to failure of the inner and outer jacket, causing a burst hose line, or separation of the interior liner, which causes significant loss of adequate fire flow, and can cause pump failure if the liner enters the fire pump. If awarded, Measure Z funding would be utilized to obtain compliant fire hose through a large purchase plan based upon a request for proposal. For departments in significant need of a secure fire station building, funds are proposed to be utilized to purchase metal building kits that could be erected upon fire department or district property, or property where the fire department had established a long term list. Department members, community members, and/or allied agency resources such as CAL FIRE would be utilized to assist with construction.

Secondly, the County Fire Chief's Association is requesting a continuation of support through funding in order to pay dispatch fees incurred by thirty-six of the thirty-eight fire agencies within the County. Currently Cal Fire, under a contract agreement, performs emergency dispatch services for nearly ALL volunteer/rural fire agencies within Humboldt County. These dispatch and communication services are a key component for the successful response of volunteer/rural fire agencies to emergencies within the County. Without a reliable, unified and dedicated communications system, first responders would not receive timely notification of emergencies and would be unable to respond to calls for assistance. These funds would be utilized to directly support and maintain these dispatch services, ensuring that there is no disruption or lapse in critical communications and emergency services. As noted, this would be a continuation of fiscal support from the 2015/16 Measure Z funding cycle.

Finally, the Humboldt County Fire Chiefs Association is requesting funding to be allocated towards the continuation of a formal planning effort to address the mismatch between fire-related district boundaries and where the fire service provides emergency response on a regular basis. Much work has been done to address this issue but it is going to be a multiyear process. There are still large populated areas of the county that do not fall within the boundaries of any fire-related district. These areas continue to receive what is referred to as "goodwill service" from nearby district fire departments or non-district fire companies that do not have an official jurisdictional boundary. This goodwill service is not supported by any sustainable revenue source and requires district resources to respond outside of their jurisdictional boundary which puts additional strain on already overburdened resources. The non-district fire companies were established out of their community's need for fire service and do not receive tax revenue and survive on fundraising which can be unreliable. To ensure the continuation and improvement of this vital public safety service, where it is so clearly needed, the Fire Chiefs' Association seeks funding to expand district boundaries where appropriate to match their true service areas, to form new districts where non-governmental fire companies currently provide service, to coordinate with the County of Humboldt on the formation of County Service Areas (CSAs), to evaluate the feasibility of consolidations where appropriate, and to identify and implement other measures to address the lack of complete community coverage and sustainable revenue. Many of these small volunteer fire departments do not have the administrative staff or expertise to start and complete the district formation and expansion process. Therefore, we recommend funding County staff to assist in this process. Establishing local and or County jurisdictions with clear boundaries that are supported by sustainable revenue sources will not only benefit the local fire agencies and local communities by ensuring the continuation of critical public safety



services, but would benefit the County going forward by allowing planned subdivisions and new development to occur, which will generate additional property tax revenue.

Please note the Humboldt County Fire Chiefs Association is not seeking funding for firefighting personnel and/or salaries as we have a strong and long-standing commitment of volunteers protecting and supporting our communities. Additionally ALL of the requested funds would be utilized by volunteer/rural fire agencies and no funds are requested for paid fire departments.

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

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

The Chiefs' Association, in collaboration with planning partners, is working to establish long-term sustainability by securing funding through fire district and CSA formation and expansion. The allocation of a portion of Measure Z funds towards County staff to assist fire agencies in the process of becoming formal fire-related districts and/or annexing goodwill service areas, lays the groundwork for independence and financial sustainability. These efforts will also go a long way towards reducing further reliance on Measure Z funding when it sunsets in 2020. For example, the recent formation of the Fruitland Fire Protection district and annexations completed by the Telegraph Ridge Fire Protection District and the fire service boundary of the Fieldbrook Community Services District demonstrates that, this planning effort can play a significant role in transitioning to a more sustainable emergency services delivery system.

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

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

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

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

The components of the Humboldt County Fire Chief's request for Measure Z funding that are a continuation of an existing program includes the funding of communication dispatch fees, continuation of the funding of the formal planning efforts with County planning partners, and funding to continue to address PPE needs within departments. The communication dispatch fees paid to Cal Fire on behalf of all participating Volunteer Fire agencies for dispatch services. Historically the County has paid 75% of this dispatch contract which amounts to approximately \$75,000 annually. The Fire Chief's Association is requesting funding for the remaining 25% of

the contracts cost. Funding this remaining 25% would allow the Chief's Association the ability to still collect fees and place them into a reserve account to pay for future communications equipment maintenance and repair costs. Over time this fund could then be developed to pay for communications systems repairs and upgrades thereby increasing the self-sufficiency of the fire agencies to manage communication system change requirements into the future.

Currently, many fire districts and fire companies are called upon to provide emergency response services to areas outside of the district boundaries of any local agency. These services are supported by revenue generated within existing districts and intended for services to those within district boundaries or through fundraising. The planning and district formation and annexation work that Measure Z will fund if this proposal is approved, will lead to a more sustainable and equitable financial support structure for countywide emergency services.

PPE purchase remains a necessary funding item within departments as personnel come and go within an organization and properly sized equipment is not available, PPE is damaged through use, and PPE reaches the end of its life cycle based upon wear and industry standards.

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

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

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

Measure Z funds spent now would build the foundation for solving the long standing problem of a lack of sustainable revenue for local fire agencies. Money invested toward the establishment of fire-related districts with taxing authorities serves the two fold purpose of developing a source of local tax support on an annual basis and also meeting the requirements for more grant programs which expands opportunities for grant funding into the future. Therefore, Measure Z funds spent to expand and establish fire-related districts will leverage not just one but a combination of strategies such as the establishment of or increased tax revenue, by meeting more grant application requirement, and by gaining buy-in from the local community.

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

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

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

The requested funds will also be used to cover costs associated with the necessary involvement of the Local Agency Formation Commission which has the role of receiving, reviewing, and approving applications for fire-related district formation and expansion. In addition, we propose to cover the fees associated with holding district formation elections and making map changes to already existing districts with the requested funds. These are all costs that have previously prohibited the local fire service from addressing this issue in the way proposed here.

Additionally, the Humboldt County Fire Chief's Association and departments selected to receive fire station building assistance would need to collaborate with the Humboldt County Building Department to ensure that necessary building permits were obtained efficiently to allow compliant and timely completion of the building phase of the project.

**ATTACHMENTS—Please include the following with your application**

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

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

**Program Budget:** Use budget form provided

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

DATE: 2 - 18 - 2016

SIGNATURE: \_\_\_\_\_



**SUBMIT THIS APPLICATION TO:**

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

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

The Humboldt County Fire Chiefs Association represents 38 Fire Agencies that serve Humboldt County providing essential emergency services including responding to a wide variety of calls including firefighting (structural and wildland), medical emergency responses, public assists, vehicle accidents and extrications, hazardous materials spills and similar type emergencies. These agencies consist of a broad range of fire organizations from State recognized fire-related districts, City Fire Departments, State Fire Department, and fire companies or organizations that have no official governmental recognition or designation but were formed by communities to provide emergency services to their local area. Those agencies that have no formal governmental designation are supported solely by fundraising and the donations of community members. Despite how they are titled or their governmental classification, all of these organizations provide vital and quality emergency response services to members of their community as well as visitors who travel throughout our County. Of these 38 agencies, 36 are made up entirely of volunteers. Due to the lack of formal funding such as tax revenue, many of these departments struggle to maintain fire and medical services for their communities. Additionally, many of these organizations rely solely on donated fire and medical equipment and therefore utilize old and outdated equipment that puts the volunteer firefighters at risk for injury and death as well as the citizens they are trying to protect.

The Fire Chief's Association is requesting funding in three areas. First, funding to purchase equipment for volunteer/rural firefighters in order to bring them up to a nationally recognized minimum level of safety equipment and emergency response apparatus standards is needed immediately. The members of these organizations must respond to and operate at emergency scenes with outdated, unsafe, and inadequate safety equipment, which include personal protective clothing (structural and wildland), significantly outdated fire attack hose, and unreliable, antiquated and unsafe fire response apparatus. This inferior equipment and fire apparatus puts not only the firefighters at risk for injury or even death, but also limits their ability to protect members of the general public. Further, many of these departments have no location to adequately house apparatus, PPE, and emergency equipment to protect these vital resources from theft and deterioration due to the effects of weather and climate. If awarded, these funds would be utilized to purchase additional needed PPE, used, reliable, and safe fire response apparatus, compliant fire hose, and fire station building kits to be erected by the recipient departments. We are requesting \$2,115,416.66 to support this effort.

Secondly, the County Fire Chief's Association is requesting a continuation of support through funding in order to pay dispatch fees incurred by thirty-six of the thirty-eight fire agencies within the County. Currently Cal Fire, under a contract agreement, performs emergency dispatch services for nearly ALL volunteer/rural fire agencies within Humboldt County. These dispatch and communication services are a key component for the successful response of volunteer/rural fire agencies to emergencies within the County. Without a reliable, unified and dedicated communications system, first responders would not receive timely notification of emergencies and would be unable to respond to calls for assistance. These funds would be utilized to directly support and maintain these dispatch services, ensuring that there is no disruption or lapse in critical communications and emergency services. As noted, this would be a continuation of fiscal support from the 2015/16 Measure Z funding cycle. We are requesting \$25,000 to support continuation of this effort for the second year.

Finally, we are requesting funding to support the effort to address the mismatch between fire-related district boundaries and where the fire service provides emergency response on a regular basis. There are large populated areas of the county that do not fall within the boundaries of any fire-related district. These areas receive what is referred to as "goodwill service" from nearby district fire departments or non-district fire companies that do not have an official jurisdictional boundary. This goodwill service is not supported by any sustainable revenue source and requires district resources to respond outside of their jurisdictional boundary which puts additional strain on already overburdened resources. The non-district fire companies do not receive tax revenue and survive on fundraising and community donations which can be unreliable. To ensure the continuation and improvement of this vital public safety service, where it is so clearly needed, the Fire Chiefs' Association seeks funding to expand district boundaries where appropriate to match their true service areas, to form new districts where non-governmental fire companies currently provide service, to coordinate with the County of Humboldt on the formation of County Service Areas (CSAs), to evaluate the feasibility of consolidations where appropriate, and to identify and implement other measures to address the lack of complete community coverage and sustainable revenue. These funds will be used to support County staff from the Planning and Public Works Departments who have the needed expertise to assist the fire service with this work as well as to cover costs associated with: submitting district formation and annexation applications to LAFCo; holding elections; and making district map changes through the California Board of Equalization. We are requesting \$90,980 to support the continuation of this effort for the second year.

Measure Z funding for all three of these categories will enable volunteer and rural fire agencies to continue to provide their critical essential emergency services while at the same time taking concrete steps to solve their long term funding deficiencies in the future.

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

If awarded, this will be the second year of funding to support efforts to improve sustainability and equity in how emergency services are supported in Humboldt County. While the first year of this project is not yet complete, much progress has been made. A detailed report was prepared and presented to the Humboldt County Board of Supervisors resulting in a reorganization and reinvigoration of the Fire Service Subcommittee supported by County staff. The Board also recognized that there are emergency service delivery challenges and directed staff to identify funding to support ongoing services while long-term solutions are being sought. In addition, the Board directed staff to evaluate the feasibility of establishing CSAs as appropriate. Fire service representatives, County staff, Board of Supervisors, and LAFCo staff have participated in many meetings and calls as work is completed to address this issue. Areas that have received detailed evaluation to date include what is being referred to as the Mad River/Redwood Creek Study Area, which includes the Highway 299 corridor. In addition, work to establish sustainable and equitable service delivery has been completed for areas outside of the Petrolia, Garberville and Rio Dell fire protection districts and the soon to be formed Scotia Community Services District. Options have been evaluated for the possible formation of a fire protection district or a consolidation to support the efforts of the Honeydew Fire Company and the Redcrest Fire Company. This work is ongoing and the right solution for each area must still be identified and agreed on before moving forward. This is a complex issue that is likely going to take years to address. However, it is worth the investment now to ensure that the future level of emergency services for the citizens of Humboldt County is not compromised.

If awarded, this will also be the second year of funding to continue to support and sustain payment of dispatch fees incurred by 36 of the 38 fire agencies in the County. Currently Cal Fire, under a contract agreement, performs emergency dispatch services for nearly ALL volunteer/rural fire agencies within Humboldt County. These dispatch and communication services are a key component for the successful response of volunteer/rural fire agencies to emergencies within the County. Without a reliable, unified and dedicated communications system, first responders do not receive timely notification of emergencies and are unable to respond to calls for assistance. The funds from year one have been utilized to directly support and maintain these dispatch services, ensuring that there is no disruption or lapse in critical communications and emergency services. With the County historically paying 75% (\$75,000) of this dispatch contract annually, the Fire Chief's Association represented departments have paid the remaining 25% (\$25,000) of the contract cost. Funding this remaining 25% in year two by the County as it was funded in year one would allow the Chief's Association the ability to still collect fees and place them into a reserve account to pay for future communications equipment maintenance and repair costs. Over time this fund could then be developed to pay for communications systems repairs and upgrades thereby increasing the self-sufficiency of the fire agencies to manage communication system change requirements into the future.

Though not a continuation of a funding program, in the first year the County funded purchase of structural and wildland PPE through *Measure Z*. Through the request for proposal specification process a vendor was determined. The vendor provided a five year price lock guaranty on future purchases. The County Chief's Association has determined the need for an additional 49 sets of structural PPE and 30 additional sets of wildland PPE. These needs come from changes and addition of personnel within departments, and from required replacement at the end of PPE service life that was not purchased in year one of the project. The PPE that has been purchased for year one is due to be delivered at the end of February, 2016 and will greatly assist local fire departments.

FY 2016-17 Measure Z Budget Proposal  
Humboldt County Fire Chief's Association

Date: 2/18/16

Descriptions	Amounts	Approved Budget	Remaining Balance
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**A. Personnel Costs**

Title: Senior Planner Salary and Benefits Calculation: Coordinate with fire service representatives and County Fire Services Subcommittee, Facilitate work sessions, draft documents and LAFCo application materials, general project management. Duties Description:	18,531.00		
Title: Senior Planner Salary and Benefits Calculation: Support the coordinated effort with all stakeholders, provide technical support for all aspects of work, data analysis, GIS map preparation, draft documents and LAFCo application materials. Duties Description:	19,449.00		
Title: LAFCo Staff Salary and Benefits Calculation: Support the coordinated effort with all stakeholders, contribute to and review LAFCo applications, facilitate application approval process with LAFCo Commissioners. Duties Description:	15,000.00		
Title: Salary and Benefits Calculation: Duties Description:			

**Total Personnel: 52,980.00**

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

Title: LAFCo Application Fees In addition to the general participation of LAFCo staff with technical support and outreach, there is standard application fee associated with submitting jurisdictional expansion and formation applications. This is	20000		
Title: Board of Equalization mapping fees When a jurisdictional boundary is changed or created under specific circumstances, fees must be paid to the Board of Equalization to make the changes official.	8000		
Title: Elections In order to establish sustainable revenue sources for local fire services, elections will need to take place. Voters will have the opportunity to cast their vote on the establishment of new parcel taxes that will be	10000		
Title: County Dispatch Fees Description: Annual dispatch fees, Chiefs Association 25% share that was	25000		

**Total Operating Costs: 63000**

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

Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			

**Total Consumable/Supplies: 0**

FY 2016-17 Measure Z Budget Proposal  
Humboldt County Fire Chiefs Association

Date: 2/18/16

Descriptions	Amounts	Approved Budget	Remaining Balance
<b>D. Transportation/Travel (Local and Out-of-County should be separate)</b>			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
<b>Total Transportation/Travel Costs:</b>		<b>0</b>	
<b>E. Fixed Assets</b>			
Title: Used Fire Engine Purchase (11 Departments) Used, reliable fire engines purchased through reputable dealers. Awarded based upon needs assessment. \$120,000 allotted per unit (Unit, Description: tax, delivery)	1320000		
Title: Fire Station Facility (13 Departments) Metal building kits to be assembled on site with community/fire department assistance. \$40,000 for building material costs and delivery. Description: Recipient Departments selected based on needs assessment.	520000		
Title: Personal Protective Equipment - Structural (49 Sets) Description: 49 sets Structural PPE, \$2113.24 per set.	103548.76		
Title: Personal Protective Equipment - Wildland (30 sets) Description: 30 Sets Wildland PPE, \$881.93 per set	26457.9		
Title: Fire Hose Replacement of pre-1987 fire hose per NFPA standard, 379 lengths 2.5" At \$240 per, 144 lengths 1.75" at \$175 per, 195 lengths 1.5" at Description: \$150 per.	145410		
Title:			
Description:			
<b>Total Other Costs:</b>		<b>2115418.66</b>	<b>0</b>
<b>Total:</b>		<b>2,231,396.66</b>	<b>0</b>



**EXHIBIT B**  
**QUARTERLY AND FINAL SUMMARY REPORTS**  
Humboldt County Fire Chief's Association  
Fiscal Year 2016-2017

1. DUE DATES:

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

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

2. SUBMISSION OF REPORTS:

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

COUNTY: Humboldt County Administrative Office  
825 Fifth Street, Room 112  
Eureka, California 95501

**EXHIBIT C**  
**QUARTERLY AND FINAL REPORT FORM**  
Humboldt County Fire Chief's Association  
Fiscal Year 2016-2017

**COUNTY OF HUMBOLDT – MEASURE Z**  
**Report Form**



**Organization Name:** \_\_\_\_\_ **Report Date:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

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

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

**A. Results/Outcomes**

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

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

**A. Lessons Learned**

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

ATTACHMENT II - EXHIBIT D  
Budget  
Agency Name

Invoice Date: \_\_\_\_\_

Invoice # MZ- \_\_\_\_\_

Invoice Period: \_\_\_\_\_

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

ATTACHMENT II - EXHIBIT D

Budget

Agency Name

Invoice Date: \_\_\_\_\_

Invoice # MZ- \_\_\_\_\_

Invoice Period: \_\_\_\_\_

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

## ATTACHMENT II - EXHIBIT E

### Measure Z - Invoice

<b>Agency Name</b> <b>Coordinator/Contact</b> <b>Address</b> <b>Phone</b>
--

Invoice Date: \_\_\_\_\_

Invoice # MZ- \_\_\_\_\_

Invoice Period: \_\_\_\_\_

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

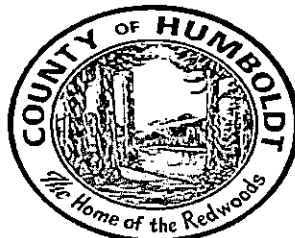
I certify that the information provided above is, to the best of my knowledge, complete and accurate; the expenditures are in accordance with the approved Agreement cited for services provided under the provision of that agreement. Full justification and backup records for the expenditures are maintained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

Signature and date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Send invoice to:

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



\_\_\_\_\_ Date

\_\_\_\_\_ Date

(707) 445-7266