

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
WILLOW CREEK FIRE SAFE COUNCIL
AND THE COUNTY OF HUMBOLDT

WHEREAS, the County of Humboldt obtains various forms of insurance coverage from Public Risk Innovation, Solutions, and Managment ("PRISM"); and

WHEREAS, the Willow Creek Fire Safe Council ("Fire Council") desires to participate in the County's insurance programs for workers' compensation.

NOW, THEREFORE, the parties agree as follows:

This Memorandum of Understanding (MOU) is entered into by and between the County of Humboldt and the Fire Council.

1. The County will extend coverage in PRISM's programs for workers' compensation (primary and excess) contingent upon acceptance and approval by PRISM, on the terms and conditions provided in this memorandum of understanding.
2. The Fire Council will pay its pro rata share for coverage. The County will determine the Fire Council's pro rata share of cost using the same methodology used in allocating costs among County departments. Notwithstanding the foregoing, any additional premium cost to the County as a result of the Fire Council's participation in the programs for workers' compensation while participating in the program shall be borne by the Fire Council. If no additional premium is required, then Fire Council will pay \$200 per employee per fiscal year as determined by the cost allocation on July 1 of each year.
3. In the event the County discontinues providing insurance coverage for the Fire Council or the Fire Council elects to discontinue participation in the County's insurance programs, the Fire Council will not be entitled to receive any dividend, but the Fire Council may be subject to its pro rata share of any subsequent premium assessments for any prior program year of coverage in which the Fire Council participated.
4. Notice shall be given, in writing, to:

COUNTY: Risk Manager
County of Humboldt
825 Fifth Street, Room 131
Eureka, CA 95501

FIRE COUNCIL: Willow Creek Fire Safe Council
P.O. Box 224
Willow Creek, CA 95573

5. The Fire Council agreed to a commitment to remain in the program for a period of at least three years upon initial enrollment under a MOU that commenced on January 1, 2025 and terminated on June 30, 2028.
6. By signing this MOU, the Fire Council agrees to remain in the program after the initial 3-year noncancelable commitment by the Fire Council. The term of this Memorandum of Understanding shall automatically renew on July 1 of each new fiscal year unless terminated by either party under the terms contained herein. The Fire Council may withdraw only at the end of a County fiscal year, provided it has given the County a twelve-month written notice of its intent to withdraw from this Memorandum of Understanding, except as otherwise permitted by the Board of Supervisors.
7. The County will be responsible for the handling of all claims affecting this agreement.
8. Should any provision of this Memorandum be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
9. Amendment:

No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.
10. Assignment:

Neither party shall assign its obligations under this MOU without the prior written consent of the other. Any assignment by the Fire Council of the benefits and/or obligations of this MOU shall be void, and shall be cause for immediate termination of this Agreement.
11. Entirety of Agreement:

This MOU shall constitute the entire agreement between the parties relating to the subject matter of this MOU, and shall supercede any previous agreements, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter.

12. Compliance with Laws:

The Fire Council shall comply with any and all applicable federal, state and local laws affecting the services covered by this MOU.

13. No Waiver of Breach:

The waiver by County of any breach of any term or promise contained in this MOU shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same of another term or promise contained in this MOU.

14. Applicable Law and Forum:


This MOU shall be construed and interpreted according to California law and any action to enforce the terms of this MOU or for the breach thereof shall be brought and tried in the County of Humboldt.

15. Nuclear Free Clause:

Fire Council certifies by its signature below that Fire Council is not a Nuclear Weapons Contractor, in that Fire Council 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. Fire Council 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 Fire Council becomes a nuclear weapons contractor.

16. The County shall have the right to cancel the Fire Council's coverage for failure to pay the required premium upon a resolution by the Board of Supervisors.

Regina L Moon
Regina L Moon (Jan 21, 2025 17:57 PST)
Fire Council Board Chair


Chair, Board of Supervisors