

Attachment 3:

Willow Creek Fire Protection District Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
WILLOW CREEK FIRE PROTECTION DISTRICT
FOR FISCAL YEAR 2016-2017**

This Memorandum of Understanding ("MOU"), entered into this 10th day of January, 2016⁷, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Willow Creek Fire Protection District, hereinafter referred to as "WCFPD," 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, the Humboldt County Administrative Office ("CAO") submitted a Measure Z application to the Citizens' Advisory Committee requesting an allocation of Two Hundred Fifty-Two Thousand Eight Hundred Fifty-Five Dollars (\$252,855.00) to maintain Emergency Services, through June 30, 2017, in a critical emergency Service Gap Area that has been identified through the sustainable fire services planning efforts; and

WHEREAS, WCFPD has been providing Emergency Services, including responding to traffic collisions and medical emergencies, in the Service Gap Area; and

WHEREAS, CAO has proposed that One Hundred Six Thousand Nine Hundred Fifty-Four Dollars (\$106,954.00) of the Measure Z funding requested thereby be allocated to WCFPD for the personnel, operational and travel costs incurred while providing Emergency Services to the Service Gap Area through June 30, 2017; and

WHEREAS, on June 28, 2016, the Humboldt County Board of Supervisors approved the Measure Z application submitted by CAO in the amount of Two Hundred Fifty-Two Thousand Eight Hundred Fifty-Five Dollars (\$252,855.00) through June 30, 2017; and

WHEREAS, on August 23, 2016, the Humboldt County Board of Supervisors authorized COUNTY to pay twenty percent (20%) of the allocated funding as a Standby Fee, with the remaining balance to be paid for actual costs and expenses incurred; and

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

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

1. DEFINITIONS:

- A. Service Gap Area. As used herein, the term "Service Gap Area" shall mean the geographic area bordering the Kneeland, Blue Lake and Willow Creek Fire Protection Districts, that does not fall within any of the aforementioned district boundaries, with the majority of the area being the Highway 299 corridor between Willow Creek and Blue Lake; and Maple Creek, Butler Valley, Snow Camp, Friday Ridge, Three Creeks, Horse Mountain, Chezem, and Redwood Valley areas.
- B. Emergency Services. As used herein, the term "Emergency Services" shall mean services provided by WCFPD within the scope of its typical firefighter activities, including, without limitation, basic life support and physical rescue.
- C. Standby Fee. As used herein, the term "Standby Fee" shall mean a fee, paid regardless of the number of calls responded to in the Service Gap Area, that enables WCFPD to maintain their equipment and keep supplies stocked in order to be ready, in an on-call manner, when an out of district call for service is received.

2. COUNTY OBLIGATIONS:

COUNTY will provide WCFPD an amount not to exceed One Hundred Six Thousand Nine Hundred Fifty-Four Dollars (\$106,954.00) of Measure Z funding to allow for the continued provision of Emergency Services in the Service Gap Area.

3. WCFPD OBLIGATIONS:

- A. Scope of Services. WCFPD will continue to provide Emergency Services in the Service Gap Area as set forth in Exhibit A – Application for Measure Z Funding, which is attached hereto and incorporated herein by reference.
- B. Quarterly and Final Reports. WCFPD 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.
- C. Recognition of Measure Z Funding. WCFPD shall cooperate with COUNTY efforts to recognize Measure Z funding. Such recognition may take the form of press releases, photos and adhesives to equipment.

4. TERM:

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

5. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, WCFPD fails to adequately perform the services required 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 WCFPD. 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 WCFPD 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, WCFPD shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this MOU by WCFPD.

6. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU is One Hundred Six Thousand Nine Hundred Fifty-Four Dollars (\$106,954.00). WCFPD agrees to perform all services required by this MOU 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 for services provided hereunder, or terminate this MOU as provided herein.
- B. Schedule of Rates. WCFPD 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 WCFPD, 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 WCFPD. WCFPD shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which WCFPD estimates that the maximum payable amount will be reached.

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7. PAYMENT:

COUNTY shall tender quarterly payments in advance to WCFPD. WCFPD shall submit to COUNTY quarterly statements itemizing all services rendered, pursuant to the terms and conditions of this MOU. With exception to the first quarterly payment, subsequent payments will be tendered within thirty (30) days after receipt of the statement for the previous quarter. Statements shall be in the format set forth in Exhibit E – Measure Z Statement Form, which is attached hereto and incorporated herein by reference. All statements submitted by WCFPD shall be sent to COUNTY at the following address:

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

8. 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

WCFPD: Willow Creek Fire Protection District
Attention: Nathan Falk
PO Box 762
Willow Creek, California 95573

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. WCFPD agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, 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 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 WCFPD, and its subcontractors, related to the services provided hereunder, 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. WCFPD 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. WCFPD 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 hereunder 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 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 WCFPD's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

WCFPD agrees that COUNTY has the right to monitor all activities related to this MOU, including, without limitation, the right to review and monitor WCFPD's records, programs or procedures, at any time, as well as the overall operation of WCFPD's programs, in order to ensure compliance with the terms and conditions of this MOU. WCFPD will cooperate with a corrective action plan, if deficiencies in WCFPD'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 the results of services performed by WCFPD pursuant to the terms of this MOU.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, WCFPD may receive information that is confidential under local, state or federal law. WCFPD 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.

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12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, WCFPD, 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 require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. WCFPD 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.

13. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

WCFPD certifies by its signature below that it is not a Nuclear Weapons Contractor, in that WCFPD 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. WCFPD 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 WCFPD subsequently becomes a Nuclear Weapons Contractor.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. WCFPD 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, WCFPD's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of insurance, if required by this MOU, does not relieve WCFPD from liability under this provision. This provision shall apply to all claims for damages related to the services performed by WCFPD pursuant to the terms and conditions of

this MOU 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 WCFPD hereunder.

15. INSURANCE REQUIREMENTS:

This MOU shall not be executed by COUNTY, and WCFPD 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 WCFPD's indemnification obligations provided for herein, WCFPD 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 WCFPD and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one 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 WCFPD may be exposed to liability. WCFPD 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

WCFPD. 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 WCFPD 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, WCFPD's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to WCFPD'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. WCFPD 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 WCFPD 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 WCFPD 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 WCFPD 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 WCFPD 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

WCFPD: Willow Creek Fire Protection District
Attention: Nathan Falk
PO Box 762
Willow Creek, California 95573

16. 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 WCFPD 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. WCFPD shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

WCFPD agrees to comply with any and all local, state and federal laws and regulations applicable to the services provided pursuant to the terms and conditions of this MOU. WCFPD further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. 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.

19. 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.

20. SEVERABILITY:

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

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21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by WCFPD 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 WCFPD to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

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

23. WAIVER OF DEFAULT:

The waiver by either party of any breach 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 WCFPD. 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 WCFPD shall promptly refund, any funds disbursed to WCFPD, which in the judgment of COUNTY were not expended in accordance with the terms of this MOU.

24. STANDARD OF PRACTICE:

WCFPD 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. WCFPD's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

26. 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.

27. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this MOU prepared and/or submitted by WCFPD shall become the property of COUNTY. However, WCFPD may retain copies of such documents and information for its records. In the event of termination of this MOU, for any reason whatsoever, WCFPD shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

28. JURISDICTION AND VENUE:

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

29. ADVERTISING AND MEDIA RELEASE:

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 WCFPD suggested language for all press releases and a Measure Z logo. In addition, WCFPD 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.

30. SUBCONTRACTS:

WCFPD 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. WCFPD 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. Under no circumstances shall this provision limit mutual aid assistance provided by supporting agencies, including, but not limited to, neighboring fire districts, ambulance services and/or Cal Fire.

31. SURVIVAL:

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

32. CONFLICTING TERMS OR CONDITIONS:

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

33. INTERPRETATION:

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

34. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this MOU are inserted for

convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this MOU.

35. FORCE MAJEURE:

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

36. ENTIRE AGREEMENT:

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

37. 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.

WILLOW CREEK FIRE PROTECTION DISTRICT:

By: Russell B. Pace III

Date: 12/16/16

Name: Russell B. Pace III

Title: Chairman

COUNTY OF HUMBOLDT:

By: Virginia Bass

Date: 1/10/17

Virginia Bass

Chair Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Daniel J. Fulks
Risk Management

Date: 1/4/17

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 Statement Form



CITIZENS' ADVISORY COMMITTEE ON MEASURE Z EXPENDITURES

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

APPLICATION FOR FUNDING

RECEIVED
FEB 19 2016
CAO

Agency Name: County of Humboldt, County Administrative Office on behalf of Public Safety within the Mad River/Redwood Creek Study Area

Mailing Address: 825 Fifth Street, Eureka, CA 95501

Contact Person: Cheryl Dillingham Title: Interim County Administrative Officer

Telephone: (707) 445-7266 E-mail address: cao@co.humboldt.ca.us

1. AMOUNT OF MEASURE Z FUNDING REQUESTED FOR FY 2016-17: \$252,855

2. ENTITY TYPE – Please check appropriate box.

- | | | |
|---|-------------------------------------|---|
| a. Humboldt County Department | <input checked="" type="checkbox"/> | X to then be disseminated to three fire districts |
| b. Contract Service Provider to Humboldt County | <input type="checkbox"/> | |
| c. Local Government Entity | <input type="checkbox"/> | |
| d. Private Service Provider | <input type="checkbox"/> | |
| e. Non-Profit Service Provider | <input type="checkbox"/> | |
| f. Other | <input type="checkbox"/> | |

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

A critical emergency service gap has been identified through the sustainable fire services planning efforts, associated with the Fire Chiefs Association Measure Z project and the efforts of fire-protection district (FPD) representatives, County personnel, members of the Board of Supervisors, and Local Agency Formation Commission (LAFCo) staff who have been working together to identify a solution to this particular problem area since May of 2015. Based on direction from the Board of Supervisors and recommendations from the Fire Services Subcommittee, the need for short term funding has been identified to maintain emergency services to an area that includes the Highway 299 corridor. Currently, there is no fire district that includes this area within its boundaries. If funding is provided, service contracts can be executed with the three applicable fire districts. This will allow the emergency response services that these districts currently provide on a good-will basis to continue within this critical area which includes a large number of traffic collisions and medical aides along the Highway 299 corridor, while long-term solutions are being pursued.

This is an emergency services priority that is growing in importance and if not addressed will have a negative impact on public safety. Just last year there were 148 calls for service in this area, 55 of which were traffic

collisions. That means that, on average, one or more of the three fire districts is sending resources out of their district to respond to emergencies, two to three times a week. Between 2010 and 2015 there was an 85 percent increase in the number of emergency calls to this area, demonstrating that this is a growing problem.

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?

Through fire sustainability planning efforts involving fire districts, staff from Public Works and Planning & Building, there is interest and exploration of a multi-layered approach which includes the possible formation of a County Service Area (CSA) to provide jurisdictional support for local fire response to the service gap. The development of a "fee for service" is also being evaluated to be charged to all vehicle collisions with an administrative structure to support insurance billings.

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?

Currently, three fire districts (Kneeland Fire Protection District, Blue Lake Fire Protection District and Willow Creek Fire Protection District) are called upon to provide emergency response services outside of their district boundaries, with a high volume of the calls going to the Highway 299 corridor, primarily for vehicle collisions. These three fire districts currently provide this services funded only by revenue generated from within their districts. This is not a sustainable or equitable system and a new structure needs to be put in place. These three fire districts have communicated to the county that they are no longer in a financial position to continue to provide this service without funding.

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

These funds will be used as gap funding while a long-term solution can be developed to address the lack of financial resources available to support a fire service response to all emergency calls within the area that is currently outside of any fire protection district.

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.

No, three fire districts already provide the service, including emergency medical response to vehicle collisions along the Highway 299 corridor.

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)

On December 8, 2015 a presentation was provided to the Board of Supervisors on the challenges associated with delivering sustainable community fire protection and emergency services throughout the county. Much of what was presented was a work product of the sustainable fire services planning effort associated with the Fire Chiefs Association *Measure Z* project. The Board was asked to provide direction to staff for pursuing solutions to this public safety problem. A specific critical service gap was highlighted in the presentation and was the inspiration for bringing the item before the Board. This area is being referred to as the Mad River/Redwood Creek Study Area and includes the Highway 299 corridor (a main arterial roadway into and out of Humboldt

County which experiences a high volume of traffic collisions); scattered resource and ranch lands and residential properties; and small communities such as Maple Creek, Redwood Valley, Titlow Hill, Chezem, and Brannan Mountain.

Based on CAL FIRE dispatch data for the 2015 calendar year, there were approximately 148 emergency incidents in this area, including traffic collisions, medical aids, structure fires and vegetation fires. Twenty of these were medical aids and 55 were traffic collisions, the majority occurring along the Highway 299 corridor. The Study Area is within the State Responsibility Area or "SRA" and CAL FIRE is responsible for managing vegetation fires and addressing incidents that threaten the wildlands. CAL FIRE will, if available, respond to other types of incidents but is not responsible to do so and response times can be long. The county has a responsibility to provide ambulance services along Highway 299, which is provided by the Hoopa - Ki'ma;w and Arcata Ambulance. However, ambulance services do not provide the additional tools that some vehicle accidents require and response times can be long. Local firefighters are often first on scene and are the only ones who are equipped with victim extraction tools such as the "Jaws of Life". Thus, the local fire service provides an added emergency response component that saves lives.

Local firefighter response to the Study Area is primarily provided by the Blue Lake, Kneeland, and Willow Creek fire protection districts and this service is currently jeopardized. These three fire districts provide emergency response services to this area outside of their district boundaries on a good-will basis. However, providing this out-of-jurisdiction service is placing a strain on FPD response resources and is being funded by FPD tax revenue and cannot be sustained without making some changes.

At their December 8, 2015 meeting, the Board of Supervisors referred this critical public safety issue to the Fire Services Subcommittee to work with staff to research solutions, including consideration of those areas that might be appropriate for inclusion in a County Service Area (CSA) and to develop a proposal for interim financial support so that the delivery of essential services is not interrupted while planning is still underway. Disruption of local fire service participation in emergency response to the Study Area could result in the loss of life and property.

If the county were to receive funding for emergency response services within the Study Area including the Highway 299 corridor, the county would contract with the Kneeland, Blue Lake, and Willow Creek fire protection districts to provide emergency response services outside of their district boundaries until a long-term solution can be found.

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)

Not applicable.

Program Budget: Use budget form provided

See attached.

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

DATE:

2/19/16

SIGNATURE:

Cheryl D. [Signature]

Budget

County of Humboldt, County Administrative Office on behalf of
Public Safety within the Mad River/Redwood Creek Study Area

Date: 2/17/16

Descriptions	Amounts	Approved Budget	Remaining Balance
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A. Personnel Costs

Title: Kneeland Fire Protection District	
Salary and Benefits Calculation:	4,737
Duties Description: Duty/Chief c8902	
Title: Blue Lake Fire Protection District	
Salary and Benefits Calculation:	3,025
Duties Description: Duty/Chief	
Title:	
Salary and Benefits Calculation:	
Duties Description:	
Title:	
Salary and Benefits Calculation:	
Duties Description:	

Total Personnel:	7,762	0.00	0.00
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B. Operational Costs (Rent, Utilities, Phones, etc.)

Title: Kneeland Fire Protection District	
Description: Water Tender 8952	5,739
Title: Kneeland Fire Protection District	
Description: Rescue Q/A 8946	8,661
Title: Kneeland Fire Protection District	
Description: Station MAIN	800
Title: Willow Creek Volunteer Fire Department	
Description: Water Tender	19,884
Title: Willow Creek Volunteer Fire Department	
Description: Rescue	16,997
Title: Willow Creek Volunteer Fire Department	
Description: Quick Attack	18,778
Title: Willow Creek Volunteer Fire Department	
Description: Station	7,895
Title: Blue Lake Fire Protection District	
Description: Water Tender	19,884
Title: Blue Lake Fire Protection District	

Budget

County of Humboldt, County Administrative Office on behalf of
Public Safety within the Mad River/Redwood Creek Study Area

Date: 2/17/16

Descriptions	Amounts	Approved Budget	Remaining Balance
Description: Rescue Q/A	18,877		
Title: Blue Lake Fire Protection District			
Description: Station	6,367		
Title:			
Description:			
Title:			
Description:			

Total Consumable/Supplies: 123,882

0 0

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

Title: Kneeland Fire Protection District	
Description: Engine 8911	14,216
Title: Kneeland Fire Protection District	
Description: Engine 8912	16,785
Title: Willow Creek Volunteer Fire Department	
Description: Engine	43,400
Title: Blue Lake Fire Protection District	
Description: Engine	46,810
Title:	
Description:	
Title:	
Description:	

Total Transportation/Travel Costs: 121,211

0 0

E. Fixed Assets

Title:	
Description:	
Title:	
Description:	

Total Other Costs: -

0 0

Total: 252,855

EXHIBIT B
QUARTERLY AND FINAL SUMMARY REPORTS
Willow Creek Fire Protection District
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. WCFPD 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 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
Willow Creek Fire Protection District
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
Willow Creek Fire Protection District

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: 7/1/16-6/30/17

Descriptions	Amounts	Approved Budget	Remaining Balance
A. Personnel Costs			
Title: Salaries and Employee Benefits			
Salary and Benefits			
Calculation: Total budget * 28%	2,464.00	2,464.00	2,464.00
Salaries and Wages, District Benefit, Payroll Expenses and Other			
Duties Description: Payroll			
Title:			
Salary and Benefits			
Calculation:			
Duties Description:			
Title:			
Salary and Benefits		0.00	0.00
Calculation:			
Duties Description:			
Title:			
Salary and Benefits		0.00	0.00
Calculation:			
Duties Description:			
Total Personnel:			
	2,464.00	2,464.00	2,464.00
B. Operational Costs (Rent, Utilities, Phones, etc.)			
Title: Contribution to other agency			
Description: Auto/transport equipment depreciation	4,200.00	4,200.00	4,200.00
Title: Depreciation			
Description: Facility depreciation	690.76	690.76	690.76
Title: Depreciation			
Description: Furniture and fixture depreciation	532.00	532.00	532.00
Title: Depreciation			
Description: Machinery and equipment depreciation	18,492.32	18,492.32	18,492.32
Title: Depreciation			
Description: Auto/transport equipment depreciation	29,064.00	29,064.00	29,064.00
Total Operating Costs:			
	52,979.08	52,979.08	52,979.08
C. Consumables/Supplies (Supplies and Consumables should be separate)			
Title: Services and Supplies			
Description:	27,384.00	27,384.00	27,384.00
Title:			
Description:			
Title:			
Description:			
Title:			

ATTACHMENT II - EXHIBIT D
Budget
Willow Creek Fire Protection District

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: 7/1/16-6/30/17

Descriptions	Amounts	Approved Budget	Remaining Balance
Description:			
Total Consumable/Supplies:	27,384.00	27384	27,384.00

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

Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Total Transportation/Travel Costs:	0.00	0	0.00

E. Fixed Assets

Title: Truck			
Description:	28,000.00	28,000.00	28,000.00
Title:			
Description:			

Total Other Costs: 28,000.00 28,000.00 28,000.00

Invoice Total:	110,827.08	110,827.08	110,827.08
Less Measure Z overage	3,873.08	3,873.08	3,873.08
Total Measure Z	106,954.00	106,954.00	106,954.00

ATTACHMENT II - EXHIBIT E

Measure Z - Statement

Agency Name
Coordinator/Contact
Address
Phone

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

Description	Cost	Total Amount Due
Personnel Costs (Wages and Benefits)		
Operational Costs (Rent, Utilities, Phones, etc.)		
Consumables/Supplies (Supplies and Consumables should be separate)		
Transportation/Travel (Local and out of county should be separate)		
Other (Indirect Costs, Contracts, etc.)		
		\$0
TOTAL MEASURE Z		\$106,954.00

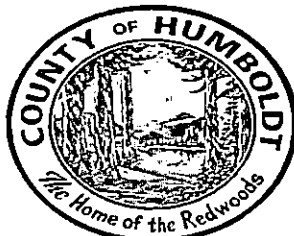
I certify that the information provided above is, to the best of my knowledge, complete and accurate; the expenditures are in accordance with the approved Agreement cited for services provided under the provision of that agreement. Full justification and backup records for the expenditures are maintained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

Signature and date: _____

Print Name and Title: _____

Send invoice to:

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



_____ Date

_____ Date

(707) 445-7266