



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C9

For the meeting of: January 23, 2017

Date: January 2, 2018
To: Board of Supervisors
From: Amy Nilsen, County Administrative Officer *[Signature]*
Subject: Local Fire District Allocations for Fiscal Year 2017-18 for the Arcata, Garberville, Humboldt No. 1, and Petrolia Fire Protection Districts; Miranda Community Services District; and Shelter Cove Resort Improvement District No. 1

RECOMMENDATION(S):

That the Board of Supervisors:

- 1) Authorize the Chair of the Board to execute agreements with the Arcata, Garberville, Humboldt No. 1, and Petrolia Fire Protection Districts (FPD); Miranda Community Services District (CSD); and Shelter Cove Resort Improvement District (RID) No. 1 for revenue-sharing of the county's Fiscal Year (FY) 2017-18 Proposition 172 (Prop 172) funding.
- 2) Direct the Clerk of the Board to submit one copy of the agreement to the County Administrative Office for processing.

SOURCE OF FUNDING: General Fund (Prop 172)

Prepared by Ana Hartwell, Administrative Services Officer

CAO Approval *[Signature]*

REVIEW:

Auditor *[Signature]*

County Counsel *[Signature]*

Human Resources

Other

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. F-2

Meeting of: 10/18/05

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Wilson* Seconded by Supervisor *Bass*

Ayes *Bass, Fennell, Sundberg, Bohn, Wilson*
Nays
Abstain
Absent

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

Dated: 1/23/18

By:

[Signature]
Kathy Hayes, Clerk of the Board

DISCUSSION:

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

The Fire Chiefs' Association provided the county with an allocation formula for distribution of 2.0 percent of the Prop 172 revenue between the 23 fire districts. County Administrative Office staff prepared draft agreements with each fire district based upon the fire chiefs' allocation formula. The Arcata, Garberville, Humboldt No. 1, and Petrolia FPDs; Miranda CSD; and Shelter Cove RID have returned signed copies of their revenue-sharing agreements to the county.

The following revenue-sharing agreements have not yet been returned to the County Administrative Office: Blue Lake, Samoa, Ferndale, Fortuna, Kneeland, Loleta, Myers Flat, Redway, Rio Dell, Willow Creek, Whitethorn, and Telegraph Ridge FPDs; and Fieldbrook, Carlotta, Orick, and Orleans CSDs.

FINANCIAL IMPACT:

Pursuant to the allocation formula developed by the Fire Chiefs' Association, Arcata, Garberville, Humboldt No. 1, and Petrolia FPDs; Miranda CSD; and Shelter Cove RID will receive the following percentages of total county Prop 172 revenue:

Arcata FPD	0.08283%
Garberville FPD	0.01506%
Humboldt FPD	1.30896%
Petrolia FPD	0.01181%
Miranda CSD	0.00712%
Shelter Cove RID	0.08283%

These percentages represent approximately \$144,544 of the \$191,627 expected to be allocated to the fire districts during FY 2017-18. These funds are currently budgeted in Fund 1100, Budget Unit 199 (Contributions to Other Funds) for FY 2017-18.

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

OTHER AGENCY INVOLVEMENT:

Arcata, Blue Lake, Samoa, Ferndale, Fortuna, Garberville, Humboldt, Kneeland, Loleta, Myers Flat, Petrolia, Redway, Rio Dell, Willow Creek, Whitethorn and Telegraph Ridge FPDs, and Fieldbrook, Carlotta, Miranda, Orick and Orleans CSDs, and Shelter Cove RID.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the revenue-sharing agreements for the county's FY 2017-18 Prop 172 funding. This is not recommended as it would leave fire districts with reduced resources.

ATTACHMENTS:

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

ATTACHMENT A
Allocation Spreadsheet

Agency	% of County Receipts	FY 2017-18 Estimated
Arcata FPD	0.08283%	\$7,937
Blue Lake FPD	0.02337%	\$2,239
Samoa FPD	0.00659%	\$632
Ferndale FPD	0.05615%	\$5,380
Fortuna FPD	0.18988%	\$18,193
Garberville FPD	0.01506%	\$1,442
Humboldt FPD	1.30896%	\$125,416
Kneeland FPD	0.00865%	\$829
Loleta FPD	0.01167%	\$1,118
Myers Flat FPD	0.00667%	\$639
Petrolia FPD	0.01181%	\$1,131
Redway FPD	0.06437%	\$6,168
Rio Dell FPD	0.01096%	\$1,050
Telegraph Ridge FPD	0.00725%	\$695
Willow Creek FPD	0.05909%	\$5,661
Whitethorn FPD	0.00721%	\$691
Fieldbrook CSD	0.01028%	\$985
Carlotta CSD	0.00791%	\$758
Miranda CSD	0.00712%	\$682
Orick CSD	0.00766%	\$734
Orleans CSD	0.00680%	\$651
Shelter Cove RID	0.08283%	\$7,936
Weott CSD	0.00687%	\$658
Totals	2.00000%	\$191,627

ATTACHMENT B
Contracts (two copies each)

**AGREEMENT BETWEEN
THE COUNTY OF HUMBOLDT
AND
ARCATA FIRE PROTECTION DISTRICT
FOR
FISCAL YEAR 2017-18 ALLOCATION OF FUNDS**

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Arcata Fire Protection District (**Fire District**). The term of this agreement shall commence on the date this agreement is executed by the COUNTY and shall continue until June 30, 2018.

RECITALS

WHEREAS, the Arcata Fire Protection District was certified to exist by the Secretary of the State of California on the 10th day of March, 1958, pursuant to Section 14017 of the Health and Safety Code, as a Local Fire District;

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

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

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Fire Districts for fire protection services in Fiscal Year 2017-18; and

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

NOW, THEREFORE, the parties agree as follows:

1. The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2017-18 to recognized local fire protection districts;
2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula, as attached hereto, and incorporated herein;
3. The County agrees to make quarterly payments of 0.08283% of total County Proposition 172 revenue received during Fiscal Year 2017-18 to the Arcata Fire Protection District;

4. The Fire District agrees to utilize the funds only for the purpose of local fire protection services;
5. The Fire District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2017-18. Accounting records of Fire District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
- ~~6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify Fire District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, Fire District promises to take appropriate corrective action immediately;~~
7. The Fire District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
8. The Fire District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the Fire District, its agents, employees, and volunteers pertaining to the performance of this agreement;
9. The Fire District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;
10. This agreement may only be modified by written agreement of the parties;

11. This agreement may be terminated by either party, with cause, upon thirty (30) days written notice from one party to the other. In the event of termination, Fire District shall return to County any unexpended funds;
12. The Fire District certifies by its signature below that Fire District is not a Nuclear Weapons Contractor, in that Fire District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The Fire District agrees to notify the County immediately if it becomes a nuclear weapons contractor as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the Fire District becomes a nuclear weapons contractor;
13. The term of this agreement shall commence on the date this agreement is executed by the COUNTY and shall continue until June 30, 2018;
14. The Fire District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire District and County;
15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
16. Fire District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Notices shall be given to Fire District:

Arcata Fire Protection District
631 9th Street
Arcata, CA 95521

Notices shall be given to County:

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this 23rd day of January, 2018.

COUNTY OF HUMBOLDT



Ryan Sundberg, Chair of the Board of
Supervisors, County of Humboldt, State
of California

Arcata Fire Protection District

By 

Title FIRE CHIEF

Agency	% of County Receipts	FY 2017-18 Estimated
Arcata FD	0.08283%	\$7,937
Blue Lake FD	0.02337%	\$2,239
Samoa FD	0.00659%	\$632
Ferndale FD	0.05615%	\$5,380
Fortuna FD	0.18988%	\$18,193
Garberville FD	0.01506%	\$1,442
Humboldt FD	1.30896%	\$125,416
Kneeland FD	0.00865%	\$829
Loleta FD	0.01167%	\$1,118
Myers Flat FD	0.00667%	\$639
Petrolia FD	0.01181%	\$1,131
Redway FD	0.06437%	\$6,168
Rio Dell FD	0.01096%	\$1,050
Telegraph Ridge	0.00725%	\$695
Willow Creek FD	0.05909%	\$5,661
Whitethorn FD	0.00721%	\$691
FieldbrookCSD	0.01028%	\$985
Carlotta CSD	0.00791%	\$758
Miranda CSD	0.00712%	\$682
Orick CSD	0.00766%	\$734
Orleans CSD	0.00680%	\$651
RID #1 -SC	0.08283%	\$7,936
Weott CSD	0.00687%	\$658
Totals	2.00000%	\$191,627

**AGREEMENT BETWEEN
THE COUNTY OF HUMBOLDT
AND
GARBERVILLE FIRE PROTECTION DISTRICT
FOR
FISCAL YEAR 2017-18 ALLOCATION OF FUNDS**

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Garberville Fire Protection District (**Fire District**). The term of this agreement shall commence on the date this agreement is executed by the COUNTY and shall continue until June 30, 2018.

RECITALS

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

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

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

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Fire Districts for fire protection services in Fiscal Year 2017-18; and

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

NOW, THEREFORE, the parties agree as follows:

1. The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2017-18 to recognized local fire protection districts;
2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula as attached hereto and incorporated herein;

3. The County agrees to make quarterly payments of 0.01506% of total County Proposition 172 revenue received during Fiscal Year 2017-18 to the Garberville Fire Protection District;
4. The Fire District agrees to utilize the funds only for the purpose of local fire protection services;
5. The Fire District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2017-18. Accounting records of Fire District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify Fire District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, Fire District promises to take appropriate corrective action immediately;
7. The Fire District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
8. The Fire District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the Fire District, its agents, employees, and volunteers pertaining to the performance of this agreement;
9. The Fire District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;

10. This agreement may only be modified by written agreement of the parties;
11. This agreement may be terminated by either party, with cause, upon thirty (30) days written notice from one party to the other. In the event of termination, Fire District shall return to County any unexpended funds;
12. The Fire District certifies by its signature below that Fire District is not a Nuclear Weapons Contractor, in that Fire District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The Fire District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the Fire District becomes a nuclear weapons contractor;
13. The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2018;
14. The Fire District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire District and County;
15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
16. Fire District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Notices shall be given to Fire District:


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

Notices shall be given to County:

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this 23rd day of January, 2018

COUNTY OF HUMBOLDT



Ryan Sundberg, Chair of the Board of
Supervisors, County of Humboldt, State
of California

Garberville Fire Protection District

By 

Title Chief

Agency	% of County Receipts	FY 2017-18 Estimated
Arcata FD	0.08283%	\$7,937
Blue Lake FD	0.02337%	\$2,239
Samoa FD	0.00659%	\$632
Ferndale FD	0.05615%	\$5,380
Fortuna FD	0.18988%	\$18,193
Garberville FD	0.01506%	\$1,442
Humboldt FD	1.30896%	\$125,416
Kneeland FD	0.00865%	\$829
Loleta FD	0.01167%	\$1,118
Myers Flat FD	0.00667%	\$639
Petrolia FD	0.01181%	\$1,131
Redway FD	0.06437%	\$6,168
Rio Dell FD	0.01096%	\$1,050
Telegraph Ridge	0.00725%	\$695
Willow Creek FD	0.05909%	\$5,661
Whitethorn FD	0.00721%	\$691
FieldbrookCSD	0.01028%	\$985
Carlotta CSD	0.00791%	\$758
Miranda CSD	0.00712%	\$682
Orick CSD	0.00766%	\$734
Orleans CSD	0.00680%	\$651
RID #1 -SC	0.08283%	\$7,936
Weott CSD	0.00687%	\$658
Totals	2.00000%	\$191,627

**AGREEMENT BETWEEN
THE COUNTY OF HUMBOLDT
AND
HUMBOLDT NO. 1 FIRE PROTECTION DISTRICT
FOR
FISCAL YEAR 2017-18 ALLOCATION OF FUNDS**

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Humboldt No. 1 Fire Protection District (**Fire District**). The term of this agreement shall commence on the date this agreement is executed by the COUNTY and shall continue until June 30, 2018.

RECITALS

WHEREAS, the Humboldt No. 1 Fire Protection District was approved by the voters as a Fire Protection District in a special election held on July 30, 1929;

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

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

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Fire Districts for fire protection services in Fiscal Year 2017-18; and

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

NOW, THEREFORE, the parties agree as follows:

1. The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2017-18 to recognized local fire protection districts;
2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula as attached hereto and incorporated herein;
3. The County agrees to make quarterly payments of 1.30896% of total County Proposition 172 revenue received during Fiscal Year 2017-18 to the Humboldt No. 1 Fire Protection District;

4. The Fire District agrees to utilize the funds only for the purpose of local fire protection services;
5. The Fire District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2017-18. Accounting records of Fire District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify Fire District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, Fire District promises to take appropriate corrective action immediately;
7. The Fire District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
8. The Fire District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the Fire District, its agents, employees, and volunteers pertaining to the performance of this agreement;
9. The Fire District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;
10. This agreement may only be modified by written agreement of the parties;

11. This agreement may be terminated by either party, with cause, upon thirty (30) days written notice from one party to the other. In the event of termination, Fire District shall return to County any unexpended funds;
12. The Fire District certifies by its signature below that Fire District is not a Nuclear Weapons Contractor, in that Fire District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The Fire District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the Fire District becomes a nuclear weapons contractor;
13. The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2018;
14. The Fire District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire District and County;
15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
16. Fire District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Notices shall be given to Fire District:

Humboldt No. 1 Fire Protection District
3455 Harris Street
Eureka, CA 95503

Notices shall be given to County:

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this 23rd day of January, 2018.

COUNTY OF HUMBOLDT



Ryan Sundberg, Chair of the Board of
Supervisors, County of Humboldt, State
of California

Humboldt No. 1 Fire Protection District

By William M. Reynolds
Title Acting Fire Chief

Agency	% of County Receipts	FY 2017-18 Estimated
Arcata FD	0.08283%	\$7,937
Blue Lake FD	0.02337%	\$2,239
Samoa FD	0.00659%	\$632
Ferndale FD	0.05615%	\$5,380
Fortuna FD	0.18988%	\$18,193
Garberville FD	0.01506%	\$1,442
Humboldt FD	1.30896%	\$125,416
Kneeland FD	0.00865%	\$829
Loleta FD	0.01167%	\$1,118
Myers Flat-FD	0.00667%	\$639
Petrolia FD	0.01181%	\$1,131
Redway FD	0.06437%	\$6,168
Rio Dell FD	0.01096%	\$1,050
Telegraph Ridge	0.00725%	\$695
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FieldbrookCSD	0.01028%	\$985
Carlotta CSD	0.00791%	\$758
Miranda CSD	0.00712%	\$682
Orick CSD	0.00766%	\$734
Orleans CSD	0.00680%	\$651
RID #1 -SC	0.08283%	\$7,936
Weott CSD	0.00687%	\$658
Totals	2.00000%	\$191,627

**AGREEMENT BETWEEN
THE COUNTY OF HUMBOLDT
AND
PETROLIA FIRE PROTECTION DISTRICT
FOR
FISCAL YEAR 2017-18 ALLOCATION OF FUNDS**

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Petrolia Fire Protection District (**Fire District**). The term of this agreement shall commence on the date this agreement is executed by the COUNTY and shall continue until June 30, 2018.

RECITALS

WHEREAS, the Petrolia Fire District was approved by the voters as a Fire Protection District in a an election held on January 2, 1951;

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

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

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Fire Districts for fire protection services in Fiscal Year 2017-18; and

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

NOW, THEREFORE, the parties agree as follows:

1. The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2017-18, to recognized local fire protection districts;
2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula as attached hereto and incorporated herein;
3. The County agrees to make quarterly payments of 0.01181% of total County Proposition 172 revenue received during Fiscal Year 2017-18 to the Petrolia Fire Protection District;

4. The Fire District agrees to utilize the funds only for the purpose of local fire protection services;
5. The Fire District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2017-18. Accounting records of Fire District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify Fire District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, Fire District promises to take appropriate corrective action immediately;
7. The Fire District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
8. The Fire District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the Fire District, its agents, employees, and volunteers pertaining to the performance of this agreement;
9. The Fire District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;
10. This agreement may only be modified by written agreement of the parties;

11. This agreement may be terminated by either party, with cause, upon thirty (30) days written notice from one party to the other. In the event of termination, Fire District shall return to County any unexpended funds;
12. The Fire District certifies by its signature below that Fire District is not a Nuclear Weapons Contractor, in that Fire District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The Fire District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the Fire District becomes a nuclear weapons contractor;
13. The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2018;
14. The Fire District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between Fire District and County;
15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
16. Fire District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Notices shall be given to Fire District:

Petrolia Fire District
P. O. Box 169
Petrolia, CA 95558

Notices shall be given to County:

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


IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this 23rd day of January, 2018.

COUNTY OF HUMBOLDT



Ryan Sundberg, Chair of the Board of
Supervisors, County of Humboldt, State
of California

Petrolia Fire Protection District

By 

Title Commissioner

Agency	% of County Receipts	FY 2017-18 Estimated
Arcata FD	0.08283%	\$7,937
Blue Lake FD	0.02337%	\$2,239
Samoa FD	0.00659%	\$632
Ferndale FD	0.05615%	\$5,380
Fortuna FD	0.18988%	\$18,193
Garberville FD	0.01506%	\$1,442
Humboldt FD	1.30896%	\$125,416
Kneeland FD	0.00865%	\$829
Loleta FD	0.01167%	\$1,118
Myers Flat FD	0.00667%	\$639
Petrolia FD	0.01181%	\$1,131
Redway FD	0.06437%	\$6,168
Rio Dell FD	0.01096%	\$1,050
Telegraph Ridge	0.00725%	\$695
Willow Creek FD	0.05909%	\$5,661
Whitethorn FD	0.00721%	\$691
FieldbrookCSD	0.01028%	\$985
Carlotta CSD	0.00791%	\$758
Miranda CSD	0.00712%	\$682
Orick CSD	0.00766%	\$734
Orleans CSD	0.00680%	\$651
RID #1 -SC	0.08283%	\$7,936
Weott CSD	0.00687%	\$658
Totals	2.00000%	\$191,627

**AGREEMENT BETWEEN
THE COUNTY OF HUMBOLDT
AND
MIRANDA COMMUNITY SERVICES DISTRICT
FOR
FISCAL YEAR 2017-18 ALLOCATION OF FUNDS**

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Miranda Community Services District (**District**). The term of this agreement shall commence on the date this agreement is executed by the COUNTY and shall continue until June 30, 2018.

RECITALS

WHEREAS, following a vote of the people, the Miranda Community Services District was established and organized under Community Services District Law by the Humboldt County Board of Supervisors, Resolution No. 1941, on January 15, 1964;

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

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

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Districts for fire protection services in Fiscal Year 2017-18; and

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

NOW, THEREFORE, the parties agree as follows:

1. The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2017-18 to recognized local fire protection districts;
2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula as attached hereto and incorporated herein;
3. The County agrees to make quarterly payments of 0.00712% of total County Proposition 172 revenue received during Fiscal Year 2017-18 to the Miranda Community Services District;

4. The District agrees to utilize the funds only for the purpose of local fire protection services;
5. The District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2017-18. Accounting records of District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, District promises to take appropriate corrective action immediately;
7. The District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
8. The District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the District, its agents, employees, and volunteers pertaining to the performance of this agreement;
9. The District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;
10. This agreement may only be modified by written agreement of the parties;

11. This agreement may be terminated by either party, with cause, upon thirty (30) days written notice from one party to the other. In the event of termination, District shall return to County any unexpended funds;
12. The District certifies by its signature below that District is not a Nuclear Weapons Contractor, in that District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the District becomes a nuclear weapons contractor;
13. The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2018;
14. The District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between District and County;
15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
16. District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Notices shall be given to District:

Miranda Community Service District
P.O. Box 252
Miranda, CA 95553

Notices shall be given to County:

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


IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this 23rd day of January, 2018.

COUNTY OF HUMBOLDT



Ryan Sundberg, Chair of the Board of
Supervisors, County of Humboldt, State
of California

Miranda Community Services District

By 

Title Vice Chairman

Agency	% of County Receipts	FY 2017-18 Estimated
Arcata FD	0.08283%	\$7,937
Blue Lake FD	0.02337%	\$2,239
Samoa FD	0.00659%	\$632
Ferndale FD	0.05615%	\$5,380
Fortuna FD	0.18988%	\$18,193
Garberville FD	0.01506%	\$1,442
Humboldt FD	1.30896%	\$125,416
Kneeland FD	0.00865%	\$829
Loleta FD	0.01167%	\$1,118
Myers Flat FD	0.00667%	\$639
Petrolia FD	0.01181%	\$1,131
Redway FD	0.06437%	\$6,168
Rio Dell FD	0.01096%	\$1,050
Telegraph Ridge	0.00725%	\$695
Willow Creek FD	0.05909%	\$5,661
Whitethorn FD	0.00721%	\$691
FieldbrookCSD	0.01028%	\$985
Carlotta CSD	0.00791%	\$758
Miranda CSD	0.00712%	\$682
Orick CSD	0.00766%	\$734
Orleans CSD	0.00680%	\$651
RID #1 -SC	0.08283%	\$7,936
Weott CSD	0.00687%	\$658
Totals	2.00000%	\$191,627

**AGREEMENT BETWEEN
THE COUNTY OF HUMBOLDT
AND
RESORT IMPROVEMENT DISTRICT NO. 1
(SHELTER COVE)
FOR
FISCAL YEAR 2017-18 ALLOCATION OF FUNDS**

This agreement is entered into by the County of Humboldt (**County**), a political subdivision of the State of California, and the Resort Improvement District No. 1 (Shelter Cove) (**District**). The term of this agreement shall commence on the date this agreement is executed by the COUNTY and shall continue until June 30, 2018.

RECITALS

WHEREAS, the Resort Improvement District No. 1 was established by the Humboldt County Board of Supervisors on the 16th day of February, 1965 to provide, among other things, fire protection services;

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

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

WHEREAS, the Humboldt County Board of Supervisors has agreed to appropriate 2% of total County Proposition 172 public safety sales tax revenue to certain recognized Fire Districts for fire protection services in Fiscal Year 2017-18; and

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

NOW, THEREFORE, the parties agree as follows:

1. The County agrees to appropriate 2% of the County's Proposition 172 revenue in Fiscal Year 2017-18 to recognized local fire protection districts;
2. The County accepts the Humboldt County Fire Chiefs Association's distribution formula, as attached hereto, and incorporated herein;

3. The County agrees to make quarterly payments of 0.08283% of total County Proposition 172 revenue received during Fiscal Year 2017-18 to the Resort Improvement District No. 1;
4. The District agrees to utilize the funds only for the purpose of local fire protection services;
5. The District agrees to provide the County with a copy of its budget and revenue and expenditure detail for Fiscal Year 2017-18. Accounting records of District shall be kept in a manner approved by the County Auditor-Controller and shall be open to inspection by the County Auditor-Controller at any time during business hours for the purpose of determining whether the funds were utilized only for the purpose of fire protection services as required by paragraph 4;
6. County shall have the right to monitor and audit expenditures made with funds distributed pursuant to this agreement. County will notify District in writing within thirty (30) days of any potential exceptions discovered during such audits where such findings indicate that agreement requirements are not being met. Upon written notification, District promises to take appropriate corrective action immediately;
7. The District agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the County;
8. The District agrees to indemnify, defend and hold harmless County, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged as a result of the District, its agents, employees, and volunteers pertaining to the performance of this agreement;
9. The District shall comply with any and all applicable federal, state and local laws affecting the services covered by this agreement;

10. This agreement may only be modified by written agreement of the parties;
11. This agreement may be terminated by either party, with cause, upon thirty (30) days written notice from one party to the other. In the event of termination, District shall return to County any unexpended funds;
12. The District certifies by its signature below that District is not a Nuclear Weapons Contractor, in that District is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. The District agrees to notify the County immediately if it becomes a nuclear weapons contractor, as defined above. The County may immediately terminate this Agreement if it determines that the foregoing certification is false or if the District becomes a nuclear weapons contractor;
13. The term of this agreement shall commence on the date this agreement is executed by the County and shall continue until June 30, 2018;
14. The District is a separate legal entity from the County with respect to all matters set forth in this agreement. This agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, joint venture, joint powers, or association between District and County;
15. This agreement contains all the terms and conditions agreed upon by the parties for this fiscal year; and
16. District shall not assign any interest in the agreement without the prior consent of County and any attempted assignment without such consent shall be void.

Notices shall be given to District:

Resort Improvement District No.1
9126 Shelter Cove Road
Whitethorn, CA 95589

Notices shall be given to County:

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

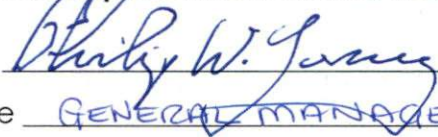
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers, on this 23rd day of January, 2018.

COUNTY OF HUMBOLDT



Ryan Sundberg, Chair of the Board of
Supervisors, County of Humboldt, State
of California

Resort Improvement District No. 1

By 
Title GENERAL MANAGER

Agency	% of County Receipts	FY 2017-18 Estimated
Arcata FD	0.08283%	\$7,937
Blue Lake FD	0.02337%	\$2,239
Samoa FD	0.00659%	\$632
Ferndale FD	0.05615%	\$5,380
Fortuna FD	0.18988%	\$18,193
Garberville FD	0.01506%	\$1,442
Humboldt FD	1.30896%	\$125,416
Kneeland FD	0.00865%	\$829
Loleta FD	0.01167%	\$1,118
Myers Flat FD	0.00667%	\$639
Petrolia FD	0.01181%	\$1,131
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Telegraph Ridge	0.00725%	\$695
Willow Creek FD	0.05909%	\$5,661
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FieldbrookCSD	0.01028%	\$985
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Miranda CSD	0.00712%	\$682
Orick CSD	0.00766%	\$734
Orleans CSD	0.00680%	\$651
RID #1 -SC	0.08283%	\$7,936
Weott CSD	0.00687%	\$658
Totals	2.00000%	\$191,627