MEMORANDUM OF UNDERSTANDING BY AND BETWEEN COUNTY OF HUMBOLDT AND

ORLEANS VOLUNTEER FIRE DEPARTMENT FOR FISCAL YEAR 2019-2020

This Memorandum of Understanding ("MOU"), entered into this day of______, 2019, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Orleans Volunteer Fire Department, a California non-profit corporation, hereinafter referred to as "OVFD," 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, without limitation, 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 cannabis 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 25, 2019, OVFD submitted a Measure Z application, which is attached hereto as Exhibit A – Application for Measure Z Funding – and incorporated herein by reference as if set forth in full, to the Citizens' Advisory Committee requesting an allocation in the amount of Two Hundred Thousand Dollars (\$200,000.00) for the purpose of paying the costs and expenses associated with purchasing building materials and construction services necessary to construct a new fire station to provide safe storage for rescue, firefighting and emergency medical service equipment; and

WHEREAS, on April 16, 2019, the Humboldt County Board of Supervisors approved the Measure Z application submitted by OVFD in the amount of One Hundred Forty Thousand Dollars (\$140,000.00) through June 30, 2020; and

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

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

1. <u>COUNTY OBLIGATIONS</u>:

COUNTY shall, upon receipt of approved invoices, directly pay OVFD for the costs and expenses associated with constructing a new fire station in an amount not to exceed One Hundred Forty Thousand Dollars (\$140,000.00).

2. OVFD OBLIGATIONS:

- A. <u>General Requirements</u>. OVFD shall be directly responsible for obtaining the building materials and construction services necessary to construct a new fire station to provide safe storage for rescue, firefighting and emergency medical service equipment. OVFD shall submit to COUNTY approved invoices which include the cost of the building materials and construction services purchased.
- B. Quarterly and Final Reports. OVFD shall 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 as if set forth in full. Any and all quarterly and final reports required hereunder shall be prepared using COUNTY's standard Measure Z report form, which is attached hereto as Exhibit C Quarterly and Final Report Form and incorporated herein by reference as if set forth in full.
- C. <u>Social Media</u>. OVFD shall post summaries of the information contained in the quarterly and final reports submitted pursuant to the terms and conditions of this MOU on OVFD-maintained social media accounts as set forth in Exhibit D Social Media Reporting Requirements which is attached hereto and incorporated herein by reference as if set forth in full. For purposes of this MOU, social media includes, without limitation, Facebook, Twitter and Instagram.
- D. <u>Recognition of Measure Z Funding</u>. OVFD shall cooperate with COUNTY efforts to recognize Measure Z funding. Such recognition may take the form of press releases, photos and adhesives to equipment.

3. TERM:

This MOU shall begin on July 1, 2019 and shall remain in full force and effect until June 30, 2020, unless sooner terminated as provided herein.

4. <u>TERMINATION</u>:

- A. <u>Termination for Cause</u>. COUNTY may, in its sole discretion, immediately terminate this MOU, if OVFD fails to adequately fulfill its obligations hereunder within the time limits specified herein, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal, laws, regulations or standards applicable to its performance hereunder.
- B. <u>Termination without Cause</u>. COUNTY may terminate this MOU without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. <u>Termination due to Insufficient Funding</u>. 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 OVFD seven (7) days advance written notice of its intent to terminate due to insufficient funding.

D. <u>Compensation upon Termination</u>. In the event this MOU is terminated, OVFD shall be entitled to compensation for uncompensated costs and expenses incurred 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 OVFD.

5. COMPENSATION:

- A. <u>Maximum Amount Payable</u>. The maximum amount payable by COUNTY for the costs and expenses incurred pursuant to the terms and conditions of this MOU is One Hundred Forty Thousand Dollars (\$140,000.00). OVFD agrees to perform all of its obligations hereunder for an amount not to exceed such maximum dollar amount. However, if the allocation of local funding resulting from the sales and use tax established by Measure Z is reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this MOU as provided herein.
- B. <u>Schedule of Rates</u>. OVFD shall set forth the specific rates and costs applicable to this MOU using COUNTY's standard Measure Z budget form, which is attached hereto as Exhibit E Schedule of Rates and incorporated herein by reference as if set forth in full.
- C. Additional Costs and Expenses. Any additional costs and expenses not otherwise provided for herein shall not be incurred by OVFD, or compensated by COUNTY, without written authorization by COUNTY. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of OVFD. OVFD shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which OVFD estimates that the maximum payable amount will be reached.

6. PAYMENT:

OVFD shall submit to COUNTY quarterly invoices itemizing all costs and expenses incurred pursuant to the terms and conditions of this MOU. Invoices shall be in the format set forth in Exhibit F – Measure Z Invoice Form – which is attached hereto and incorporated herein by reference as if set forth in full. OVFD shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination of this MOU. Payment for the costs and expenses incurred hereunder shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted by OVFD shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Administrative Office

Attention: Neftali Rubio-Mills, Senior Administrative Analyst

825 Fifth Street, Room 112 Eureka, California 95501

7. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions 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

OVFD: Orleans Volunteer Fire Department

Attention: Eric Nelson, Fire Chief

P.O. Box 312

Orleans, California 95556

8. <u>RECORD RETENTION AND INSPECTION:</u>

- A. <u>Maintenance and Preservation of Records</u>. OVFD agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the costs and expenses incurred pursuant to the terms and conditions of this MOU, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, 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. Such records shall be original entry books with a general ledger itemizing all debits and credits for the costs and expenses incurred pursuant to the terms and conditions of this MOU.
- B. <u>Inspection of Records</u>. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of OVFD, and its subcontractors, related to the costs and expenses incurred pursuant to the terms and conditions of this MOU, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. OVFD hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. OVFD further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other 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, without limitation, the costs of administering this MOU.
- C. <u>Audit Costs</u>. In the event of an audit exception related to the costs and expenses incurred 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 the cost of such audit. If allowable expenditures cannot be determined because OVFD's documentation is inadequate according to generally accepted accounting practices, the questionable cost shall be disallowed.

9. <u>MONITORING</u>:

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

10. CONFIDENTIAL INFORMATION:

A. <u>Disclosure of Confidential Information</u>. In the performance of this MOU, each party may receive information that is confidential under local, state or federal law. Each party 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, without limitation: 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, but not limited to, 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. <u>Continuing Compliance with Confidentiality Requirements</u>. Each party hereby acknowledges 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 requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. <u>Professional Services and Employment.</u> In connection with the execution of this MOU, OVFD, 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, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any applicable local, state or federal laws, regulations or standards. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. OVFD, and its subcontractors, shall 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 Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws, regulations and standards, 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 Sections 8101, et seq. of Title 2 of the California Code of Regulations are incorporated herein by reference and made a part hereof as if set forth in full.

NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this MOU, OVFD certifies that it is not a Nuclear Weapons Contractor, in that OVFD 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. OVFD 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 OVFD subsequently becomes a Nuclear Weapons Contractor.

13. <u>INDEMNIFICATION</u>:

- A. <u>Mutual Indemnity</u>. Each party hereto shall hold harmless, defend and indemnify the other party, 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, the negligent performance of, or failure to comply with, any of the obligations contained herein, except such loss or damage which was caused by the negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.
- B. <u>Comparative Liability</u>. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney's fees.
- C. <u>Effect of Insurance</u>. Acceptance of the insurance required by this MOU shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder, regardless of whether 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 hereunder.

14. INSURANCE REQUIREMENTS:

This MOU shall not be executed by COUNTY, and OVFD 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 OVFD's indemnification obligations set forth herein, OVFD, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this MOU, and any extensions 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 OVFD and its agents, officers, directors, employees, assignees and 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 (1) incident, including, without limitation, 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, and be at least as broad as Insurance Service Office Form Code 1 (any auto).

- 3. Workers' Compensation Insurance, as required by the California Labor Code, 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.
- B. <u>Special Insurance Requirements</u>. 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, and 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 OVFD. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or 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 property damage caused by explosion or collapse of structures or underground damage, 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 requirements set forth herein. It is further understood that OVFD 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 (1) insured shall not operate to impair the rights of one (1) 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 (1) insured shall not operate to increase the limits of the insurer's liability.
 - 4. For claims related to this MOU, OVFD's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to OVFD's insurance and will not be used to contribute therewith.
 - 5. Any failure to comply with the provisions of this MOU shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 - 6. OVFD 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. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If OVFD does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to OVFD 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 OVFD shall be required to purchase

additional coverage to meet the above-referenced aggregate limits.

C. <u>Insurance Notices</u>. Any and all insurance notices required to be given hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt

Attention: Risk Management 825 Fifth Street, Room 131 Eureka, California 95501

OVFD: Orleans Volunteer Fire Department

Attention: Eric Nelson, Fire Chief

P.O. Box 312

Orleans, California 95556

15. <u>RELATIONSHIP OF PARTIES</u>:

It is understood that this MOU is 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 OVFD shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. OVFD shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

16. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. <u>General Legal Requirements</u>. OVFD agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to its performance hereunder.
- B. <u>Licensure Requirements</u>. OVFD agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements applicable to its performance hereunder.
- C. <u>Accessibility Requirements</u>. OVFD agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. <u>Conflict of Interest Requirements</u>. OVFD agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the County of Humboldt's Conflict of Interest Code, all as may be amended from time to time.

17. PROVISIONS REQUIRED BY LAW:

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

18. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this MOU, the parties agree to comply with the amended provision as of the effective date thereof.

19. SEVERABILITY:

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

20. ASSIGNMENT:

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

21. AGREEMENT SHALL BIND SUCCESSORS:

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

22. WAIVER OF DEFAULT:

The waiver by either party of any breach 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 which may then exist on the part of OVFD. 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 OVFD shall promptly refund, any funds disbursed to OVFD which COUNTY determines were not expended in accordance with the terms of this MOU.

23. 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.

24. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

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

25. <u>STANDARD OF PRACTICE</u>:

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

26. TITLE TO INFORMATION AND DOCUMENTS:

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

27. JURISDICTION AND VENUE:

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

28. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. COUNTY shall provide to OVFD suggested language, and a Measure Z Logo for all press releases. In addition, OVFD 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 in accordance with the notice requirements set forth herein.

29. SUBCONTRACTS:

OVFD shall obtain prior written approval from COUNTY before subcontracting any of its obligations set forth herein. 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. OVFD shall remain legally responsible for the performance of all terms and conditions of this MOU, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

30. <u>FORCE MAJEURE</u>:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, 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.

31. <u>SURVIVAL OF PROVISIONS</u>:

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

32. <u>CONFLICTING TERMS OR CONDITIONS</u>:

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 (1) party on the basis that the other party prepared it.

34. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this MOU.

35. ENTIRE AGREEMENT:

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

36. COUNTERPART EXECUTION:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

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.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND

(2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

ORLEANS VOLUNTEER FIRE DEPARTMENT: By: The Coop Me Coop Name: ERIC NELSON FRIC NOTION	SEPTEMBER 26, 2019
Title: FIRE CHIEF FIRE CHIEF By: Juff D MA Name: Penelope Jennings Eckert Title: Treasurer.	Date: September 25, 2019
By: Amy S. Nilsen, County Administrative Officer (Pursuant to the authority granted by the	Date:
Humboldt County Board of Supervisors on November 19, 2019 Item 19-1625) INSURANCE AND INDEMNIFICATION REQUIREMENTS A By:	Date: 10/24/19
Risk Management LIST OF EXHIBITS: Exhibit A – Application for Measure Z Funding Exhibit B – Quarterly and Final Summary Reports Exhibit C – Quarterly and Final Report Form Exhibit D – Social Media Reporting Requirements	
Exhibit E – Schedule of Rates Exhibit F – Measure Z Invoice Form	



CITIZENS' ADVISORY COMMITTEE ON MEASURE Z EXPENDITURES

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

APPLICATION FOR FUNDING

Agency Name: Orleans Volunteer Fire Department, p (providing community water, fire, rescue, and medical Mailing Address: PO Box 312		
Contact Person: Jesse Myers	Title: Chief	
Telephone: (530) 509-5218	E-mail address: jmgoodw	ood@hotmail.com
1. AMOUNT OF MEASURE Z FUNDING REQUESTED	D FOR FY 2019-20: \$200, 0	000.00
2. ENTITY TYPE Please check appropriate box.		
a. Humboldt County Department		DDo
b. Contract Service Provider to Humboldt County		RECEIVED
c. Local Government Entity	×	FEB 2 5 2019
d. Private Service Provider		CAO
e. Non-Profit Service Provider		
f. Other		

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

The Orleans Volunteer Fire Department (OVFD), through the Orleans Community Services District of which it is a part, is requesting funding to replace an existing unsafe structure and construct a new critical public safety infrastructure for Northeast Humboldt County. This will be a fire station to house our four apparatuses and to provide safe storage for rescue, EMS, and firefighting gear. We have completed the acquisition of the land, have a completed set of plans and specifications for our future fire station, completed a sewer connection with the USFS system, and have obtained sewer, grading, and building permits from Humboldt County. Humboldt County Fire Chiefs Association (HCFCA) provided \$85,000 from the 2017-2018 Measure Z funding round for permitting and materials, but the shell of the building—walls, doors, floor and roof, with electrical service and a bathroom, is estimated at \$295,000. We are requesting funding to provide a building that will house and protect our apparatuses, protect our volunteers, and safely store rescue, firefighting, and medical aid equipment and supplies.

4. 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?

We are requesting funds for an urgently needed new fire station. Our old fire station, built 50 years ago of salvaged materials on land belonging to others in the Klamath River floodplain, is unsafe and dangerous. Once the new fire station is built and we transfer our belongings to it, we do not anticipate substantially different maintenance and operations costs. We will be better able to attract and retain volunteers and to provide an incident command center to help coordinate county emergency services in Northeast Humboldt, improving our service to our community at no additional cost to the taxpayers.

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?

This funding request is for the construction of critical public safety infrastructure to replace a deteriorating and unsafe structure, not for a continuation or expansion of an existing program or service.

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

We already enjoy tremendous community support. A landowner donated the parcel of land, the Forest Service agreed to allow us to interconnect with their septic system, and volunteers and local businesses have provided fill material and labor at no charge. The amount awarded in the 2017-2018 Measure Z round, which we are asking the HCFCA to extend into next fiscal year, and the amount herein requested will build the shell of the needed fire station. We will continue community fundraising, work days, and use this funding to leverage successful grant applications to complete the build-out of the interior of the fire station, including a training/meeting room that can serve as an incident command center for emergency response, a bathroom, and a locker room to safely store our PPE and reduce response time. We are confident that we will be able to raise the remaining funds and provide continued sweat equity to complete the station.

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.

8. Are there recurring expenses associated to this application, such as personnel costs? Please check yes or no and if so, please detail those expenses. ☐ Yes ☑ No

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. (see one-page Narrative, attached; building plans & specifications available upon request)

Prior Year Results: If your request is a continuation of a program funded with Measure Z in prior fiscal years, please provide the results of implementation. (see one-page Prior Year results, attached)

Program Budget (see one-page Budget, 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: 2-23-19

SIGNATURE: JUSSE MYERS

SUBMIT THIS APPLICATION TO:

Humboldt County Citizens' Advisory Committee on *Measure Z* Expenditures c/o County Administrative Office 825 Fifth Street, Room 112 Eureka, CA 95501-1153

Measure Z Proposal Narrative, Orleans Volunteer Fire Department New Fire Station

The Orleans Volunteer Fire Department (OVFD), part of the **Orleans Community Services District**, is requesting \$200,000 from the 2019-2020 Measure Z funds to supplement the \$85,000 already committed by the Humboldt County Fire Chiefs Association (HCFCA) from the 2017-2018 funding cycle to help replace an unsafe and noncompliant old fire station and construct new critical public safety infrastructure in Northeast Humboldt County. We want to start with the shell of a new fire station for our department. The estimated cost of the shell of the building is \$295,000, and we can raise the remaining \$10,000 within the community.

With a recent surge of new volunteers and newly acquired apparatus, we have outgrown our current unsafe station. It was built back in the 1960s of leftover plywood with a concrete floor and needed reconstruction after the 1964 flood damaged it substantially. It is located on land now owned by the Mid-Klamath Watershed Council, a group that has expansion plans for their whole property. As the land beneath it has shifted and sagged towards the river, just 70 feet away, large cracks have appeared in the floor and the building is unstable. The old fire station is too small and requires backing the apparatuses in with only inches on each side, something that has frightened possible volunteers away from learning to drive the larger engines. Ventilation is woefully inadequate, damp and mildew are rampant, and a persistent infestation of black widow spiders makes donning PPE stored in the fire station an active hazard. It is not feasible or fiscally prudent to attempt to rebuild it, as our tenancy on the parcel is not secure and there is no room to expand the footprint, which would be needed to make it safe.

We are proposing a very basic fire station, with no frills. We are asking Measure Z to fund the basic shell of the metal building. We hope to do much of the work ourselves, but will need specialized help and will pay prevailing wage where needed. Trinity Valley Consulting Engineers (TVCE) has completed the design drawings, which are available, as well as the estimate of total building cost. In coordination with TVCE, we reduced the size of the doors and of the new station to the minimum consistent with safety and NFPA standards. CalFire informs us that all their new stations are built with drive-in, drive-out double doors—and they are full-time, professional firefighters. We look forward to the added safety of such a configuration, and hope to attract more volunteers to the OVFD with this safer configuration. We have determined that such a configuration can be fitted onto the parcel safely.

Our proposed new fire station will be located on land we now own in fee, thanks to the generous donation of Phil and Sue Sanders, local landowners. It will be centrally located across Ishi Pishi Road from the Forest Service compound. The land donated, 0.94 acre, is part of the residue of hydraulic mining, consisting of the bedrock remaining after all the soil and rock were washed away. OVFD paid for for the survey and all the paperwork and fees required for a lot line adjustment, which is now complete.

We have been active in preparing the site for construction. The bedrock condition requires innovative solutions for septic system management, and the OVFD obtained a permit from the Forest Service to interconnect to their septic system, which was designed for much greater use than it currently receives. To interconnect, we obtained an encroachment permit from Humboldt County Public Works to cross Ishi Pishi Road with the sewer line. We have completed the connection and the trenching on Ishi Pishi Road. We have filed for and received a grading permit based on the TVCE plans, have installed erosion control measures, have completed the grubbing needed, and are now working on the needed fill for the leveling of the site. We have also received the building permit for the station itself. See budget sheet for value of donations to date.

We are a "bake sale", all-volunteer, fire department. We have done much of the preparation work for the construction of our new fire station using all-volunteer labor, and will finish the rest this spring. TVCE, working pro bono, has been a tremendous help in moving the planning forward. We do not possess, nor are we likely to obtain, the cash needed to build a fire station to "essential infrastructure" standards. We need Humboldt County's help through the Measure Z funding program to allow us to meet NFPA standards and safely house our four apparatuses and our fire, rescue, and EMS gear. We are ready and willing to continue to contribute thousands of hours of "sweat equity", permitting, and planning efforts to make this a reality. We therefore request that the remaining funds from the \$85,000 allotted us by HCFCA from 2017-2018 and the \$200,000 request from this year be combined and used towards the shell of our new fire station.

Measure Z Prior Year Results, Orleans Volunteer Fire Department New Fire Station

We have completed the following steps towards the new Fire Station, utilizing over 1,000 volunteer and pro bono hours in all aspects of its development:

- A generous landowner donated in 2016 a 1-acre parcel of land on Ishi Pishi Road near the town center that will allow for the recommended drive-in, drive-out configuration for a new fire station. This location will avoid the current problems we face with our current unsafe, decomposing fire station situated on leased land. OVFD paid for all the expenses of lot line adjustment, including survey and permits (over \$6,850), from our reserves, completed in 2018.
- ➤ OVFD reached an agreement with a professional engineer, Josh McKnight of Trinity Valley Engineers (TVCE), to complete the plans for the project on a pro bono basis. The value of professional services donated to date is worth \$45,000. TVCE has worked with this project since 2017
- After obtaining a grading permit from the county, we cleared the parcel using volunteer labor and tractor work, fenced the parcel with donated materials and labor, and installed needed BMPs for stormwater pollution prevention (2017-2018). Measure Z funds covered \$1,363.67 including permitting costs.
- We negotiated for the donation of tested fill material to level and prepare the site for building and leveled and compacted the fill as it came in with volunteer labor and tractor work (2017-2018). All financed or volunteered by OVFD.
- ➤ Negotiated an unconventional solution to the septic disposal requirements by completing an agreement with the US Forest Service to connect into and utilize the existing septic system that serves their Orleans Ranger Station (2018). No cost for permit from USFS, all permitting work conducted by OVFD volunteers.
- ➤ Completed county permitting to allow our sewer line to cross an adjacent parcel and to cross under Ishi Pishi Road to connect to the USFS system. Completed a formal easement agreement with the adjacent parcel owner to permanently allow for our septic line crossing (2018). Obtained a plumbing permit from Humboldt County after all departments approved the interconnection. Measure Z funds covered \$1,854 for survey and permitting fees, all permitting work conducted by OVFD volunteers.
- ➤ OVFD volunteers, with the help of Whitson Plumbing pro bono and TT Construction pro bono, completed the necessary trenching in solid bedrock and at depths to seven feet, and successfully completed the sewer interconnection and its integrity testing in 2018. Measure Z funds covered the cost of the plumbing supplies themselves at \$1,663.47.
- ➤ OVFD volunteers petitioned the Klamath-Trinity Joint Unified School District for exemption from new commercial construction fees and were granted the exemption in January 2019, saving over \$1,000.
- ➤ Volunteers and TVCE submitted revised plans to the County Building Department in November 2018 and received a full building permit in January 2019. The County required an energy study that cost \$450.00. That cost and the cost of the building permit, at \$5,514, will be covered by 2017-2018 Measure Z funds.
- After the recent permitting costs are covered, there will be \$74,154.86 remaining in 2017-2018 Measure Z funds that the HCFCA allotted to OVFD, which OVFD plans to use towards utility infrastructure (PG&E power to the parcel, water service) and materials for the building itself.

Measure Z Application 25 February 2019

Proposed Budget

Orleans VFD New Fire Station

Orleans Volunteer Fire Department, a part of the Orleans Community Services District

Description	Amount
i. Cash costs covered by OVFD for parcel acquisition, site preparation	\$ 7,140
ii. Costs covered by prior Measure Z allocation (utilities, site preparation, permits)	\$ 10,845
iii. In-kind donations of land, labor, equipment, expertise	\$ 177,880
SUBTOTAL, OVFD Covered Costs to Date	\$ 195,865

Measure Z Request	_				• • •
Descriptions			Approved Budget		Remaining Balance
A. Personnel Costs					
Title:					
Salary and Benefits	\$	-			
Calculation:	_				
Duties Description:	3 30				
Total Personnel	\$	-	\$.		\$ -
B. Operational Costs (Rent, Utilities, Phones, Etc.					
Title:					
Description:	\$	-	\$ -	-	\$ -
Total Operating Costs	\$		\$.	-]	\$ -
C. Consumables/Supplies (Supplies and Consumables should be separate)					
Title:				hosp	
Description:	\$	-	\$.	-	\$ -
Total Consumables/Supplies	\$	-	\$	-]	\$ -
D. Transportation/Travel (Local and Out-of-county should be separate)					
Title:			医红斑斑疹		9 9 2
Description:	\$	-	\$.	-	\$ -
Total Transportation/Travel	\$	-	\$.		\$ -
E Fixed Assets					
Title: Enclosed 38 x 88' wood-frame metal building Fire Station, OVFD					
Shell of building with rough electrical and plumbing, a finished ADA-accessible bathroom, and room for 4 apparatuses and PPE storage: full cost estimate \$295,877.50	\$	200,000	\$.	-	\$ -
Total Fixed Assets	\$	200,000	\$.	_	\$ -

EXHIBIT B QUARTERLY AND FINAL SUMMARY REPORT

Orleans Community Services District Fiscal Year 2019-2020

1. <u>DUE DATES</u>:

Quarterly reports are due one (1) 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. OVFD must submit a quarterly report for each quarter in which the contract is active. The Final Summary Report is due one (1) 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 March31	April 30
4	April 1 through June 30	July 31
Final Summary Report	Based on MOU term	One (1) month after MOU expiration

2. <u>SUBMISSION OF REPORTS</u>:

All reports should be emailed to <u>cao@co.humboldt.ca.us</u> or sent by U.S. mail to the following address:

COUNTY: Humboldt County Administrative Office

Attention: Neftali Rubio-Mills, Senior Administrative Analyst

825 Fifth Street, Room 112 Eureka, California 95501

EXHIBIT C QUARTERLY AND FINAL REPORT FORM

Orleans Community Services District Fiscal Year 2019-2020

COUNTY OF HUMBOLDT – MEASURE Report Form



Or	gani	anization Name:Report Date:	
Co	ntac	tact Name:Phone:	
		se attach a narrative report addressing the items outlined in section I below. Feel free to r relevant materials or reports.	attach any
I.	QU.	QUARTERLY NARRATIVE (please attach a maximum of 1 page, exclusive of attachment	s)
A.	Res	Results/Outcomes	
	1.	1. Please describe the Measure Z activities completed.	
	2.	2. How many people have been served and how.	
	3.	3. Who has benefited from the enhanced services.	
	4.	4. What difference did Measure Z funding make in our community and for the population serving? Please quantify the short-term impact of your project for the current year. It evaluation materials that document outcomes and impacts of your work, feel free to attain lieu of answering this or other questions.	f you have
	5.	5. Please quantify the long-term impacts of your project. This would be for the entire time Measure Z has funded your project.	period that
	6.	6. Describe any unanticipated impacts of receiving Measure Z funding, positive or negative, a described above.	not already
II.	FIN	FINAL SUMMARY REPORT (please attach a maximum of 2 pages, exclusive of attachme	ents)
A.	Les	Lessons Learned	
		1. Describe what you learned based on the results/outcomes you reported in Section A above if any, changes you will make based on your results/outcomes.	and what,
		2. What overall public safety improvements has your organization seen as a result of receivin Z funding?	g Measure

EXHIBIT D SOCIAL MEDIA REPORTING REQUIREMENTS

Orleans Community Services District Fiscal Year 2019-2020

1. <u>DUE DATES</u>:

3.

OVFD will post Measure Z updates on OVFD-maintained social media accounts within two (2) weeks of submitting quarterly and final reports to COUNTY pursuant to the terms and conditions of this MOU.

2. SOCIAL MEDIA ACCOUNT IDENTIFICATION:

Measure Z updates posted on social media accounts shall clearly identify the agency receiving Measure Z funds and the projects funded by the Measure Z funds that have been allocated thereto. Please indicate below the social media account(s) where OVFD will post Measure Z updates:
Social Media (ie, Facebook) Account Name (ie, County of Humboldt – Government)
CONTENT OF SOCIAL MEDIA POSTS:
The social media posts required pursuant to the terms and conditions of this MOU are meant to inform the public of progress with projects funded by Measure Z. As such, OVFD's social media posts should summarize the content included in each of the quarterly final reports submitted to COUNTY. Such posts can be done in text or video.
Posts will include "#MeasureZ" on Twitter and Facebook to help the public identify Measure Z posts.
Example Facebook post:
"#MeasureZ update: Over the last quarter we [brief description of Measure Z activities completed and/or total numbers served]. During our efforts this quarter we've seen [brief description of the difference Measure Z funding has made in our community and for the population you are serving]."

ATTACHMENT II - EXHIBIT E Budget

Invoice Date:

	Duuget	
A	gency Name	

Invoice # MZ-____

		Invoice Period:		
Descriptions		Amounts	Approved Budget	Remaining Balance
A. Personnel Costs			_	
Title: Salary and Benefits Calculation:				0.00
Duties Description:				
Title: Salary and Benefits Calculation:				0
Duties Description:				
Title: Salary and Benefits Calculation:				0
Duties Description:				
Title: Salary and Benefits Calculation:				0
Duties Description:			J	
B. Operational Costs (Rent, Utilities, Phones, etc	Total Personnel: c.)	0.00	0.00	0.00
Title:				
Description:				
Title:				
Description:				
Title:				
Description:				
Title:				
Description:				
C. Consumables/Supplies (Supplies and Consum	Total Operating Costs:	0	0	0
Title:	and the depote of			
Description:				
Title:				
Description				
Description: Title:				
Description: Title:				
Description:			J	

ATTACHMENT II - EXHIBIT E Budget Agency Name

Invoice Date:		Invoice # MZ-		=
		Invoice Period	-	_
Descriptions		Amounts	Approved Budget	Remaining Balance
D. Transportation/Travel (Local and Out-of-County should be separate)			•	
Title:				
Description:				
Title:				
nue.				
Description:				
Title:				
Description:				
		_		_
E. Fixed Assets	Total Transporation/Travel Costs:	C	(0
			1	
Title:				
Description:				
Title:				
Description:				
			_	
	Total Other Costs:	C	(0
	Invoice Total:	0.00		

ATTACHMENT II - EXHIBIT F

Measure Z - Invoice

		Agency Name Coordinator/Contact Address Phone		
Invoice Date:		_	Invoice # MZ	
			Invoice Period:	
Description			Cost	Total Amount Due
Personnel Costs (Wages and Benefits)			
			\$0.00	
Operational Costs	(Rent, Utilites, Phones,	etc.)	\$0.00	
Consumables/Sup	nnlies (Supplies and Co	nsumables should be separate)	\$0.00	
	phico (oupplies and se	Tournables should be separate,		
Transportation/Tra	avel (Local and out of co	ounty should be separate)	\$0.00	
Other (Indirect Costs	. Contracts, etc.)		\$0.00	
,	,			
			L	\$0.00
accordance with th	ne approved Agreen r the expenditures a te:	above is, to the best of my knowledge, nent cited for services provided under the maintained in our office at the addre	he provision of that agreeme	
Send invoice to:				
COUNTY OF H County Administra 825 Fifth Street, F Eureka Ca 95501	ative Office Room 112	of HUNNE OLD		Date Date
		Home of the Redwoods	'	Jale
(707) 445-7266				