

**FIRST AMENDMENT
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
HUMBOLDT COUNTY FIRE CHIEF'S ASSOCIATION
FOR FISCAL YEAR 2018-2019**

This First Amendment to the Memorandum of Understanding dated October 2, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Humboldt County Fire Chief's Association, a California non-profit corporation, hereinafter referred to as "HCFCA," is entered into this 20th day of November, 2018.

WHEREAS, on October 2, 2018, COUNTY and HCFCA entered into a Memorandum of Understanding for the purpose of paying the costs and expenses associated with purchasing fire-related equipment and other necessary supplies, including, without limitation, protective clothing, fire hoses and materials to build fire station and training facilities, the provision of Emergency Services and providing planning-related services; and

WHEREAS, the parties now desire to amend certain provisions of the Memorandum of Understanding to increase the maximum amount payable thereunder to allow for the reimbursement of dispatch costs incurred by the Arcata Fire Protection District during fiscal year 2017-2018.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 2(B) – Payment of Dispatch Fees of the Memorandum of Understanding is hereby amended to read as follows:
 - B. Payment of Dispatch Fees. COUNTY shall directly pay dispatch fees to the Arcata Fire Protection District and the California Department of Forestry and Fire Protection upon receipt of approved invoices from HCFCA.
2. Section 3(B) – Dispatch Fees of the Memorandum of Understanding is hereby amended to read as follows:
 - B. Dispatch Fees. HCFCA shall submit to COUNTY approved invoices for any and all dispatch fees incurred pursuant to the terms and conditions of this MOU.
3. Section 6(A) – Maximum Amount Payable of the Memorandum of Understanding is hereby amended to read as follows:
 - A. Maximum Amount Payable. The maximum amount payable by COUNTY for costs and expenses incurred pursuant to the terms and conditions of this MOU is Two Million Three Hundred Fifty-Three Thousand One Hundred Fifty-Six Dollars (\$2,353,156.00). HCFCA agrees to perform all of its obligations hereunder for an amount not to exceed such maximum dollar amount. However, if the allocation of local funding resulting from the sales and use tax established by Measure Z is reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder, or terminate this MOU as provided herein.
4. Except as modified herein, the Memorandum of Understanding dated October 2, 2018 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment


and the original Memorandum of Understanding, the provisions of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have entered into this First Amendment 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.

HUMBOLDT COUNTY FIRE CHIEF'S ASSOCIATION:

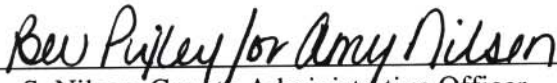
By: 
Name: JUSTIN McDONALD
Title: PRESIDENT

Date: 10/18/18

By: 
Name: RICHARD GASSUM
Title: Secretary


Date: 10/18/18

COUNTY OF HUMBOLDT:

By: 
Amy S. Nilsen, County Administrative Officer
(Pursuant to the authority granted by the Humboldt
County Board of Supervisors on October 2, 2018
[Item C-10])

Date: 11-20-2018

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 11/16/18