

Attachment 5:
City of Ferndale Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF HUMBOLDT
AND
CITY OF FERNDALE
FOR FISCAL YEAR 2017-2018**

This Memorandum of Understanding ("MOU"), entered into this 24th day of October, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the City of Ferndale, a municipal corporation, hereinafter referred to as "CITY," is made upon the following considerations:

WHEREAS, California Government Code Section 26227 provides that the board of supervisors of any county may appropriate and expend money from the county's general fund to finance programs deemed to be necessary to meet the social needs of the population of the county, including, but not limited to, the areas of health, law enforcement and public safety; and

WHEREAS, COUNTY placed a one-half (.5) cent local sales and use tax measure, known as "Measure Z," on the November 2014 ballot to maintain and improve essential services; and

WHEREAS, Measure Z was passed by the voters of Humboldt County on November 4, 2014 and became operative on April 1, 2015; and

WHEREAS, due to the passage of Measure Z, COUNTY has additional funding to maintain and improve essential services, including, without limitation: law enforcement services; emergency response services; illegal marijuana cultivation enforcement and prevention; child abuse enforcement and prevention; crime investigation and prosecution; substance abuse rehabilitation; mental health treatment; rural fire protection, road repairs; and other necessary services relating to the areas of health, law enforcement and public safety; and

WHEREAS, COUNTY created a nine (9) member Citizens Advisory Committee to review Measure Z funding applications and make recommendations to the Humboldt County Board of Supervisors; and

WHEREAS, on February 14, 2017, CITY submitted a Measure Z application to the Citizens' Advisory Committee requesting an allocation in the amount of Fifty-Four Thousand Dollars (\$54,000.00) for the purpose of paying the costs and expenses associated with purchasing a four (4)-wheel drive vehicle outfitted with emergency equipment in order to improve the Ferndale Police Department's response and recovery capabilities, which is attached hereto as Exhibit A – Application for Measure Z Funding – and incorporated herein by reference; and

WHEREAS, on June 27, 2017, the Humboldt County Board of Supervisors approved the Measure Z application submitted by CITY in the amount of Forty Thousand Dollars (\$40,000.00) through June 30, 2018; and

WHEREAS, COUNTY and CITY, by and through the City of Ferndale Police Department, desire to enter into an agreement which sets forth each party's rights and responsibilities regarding the expenditure of Measure Z funds allocated to CITY.

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

1. COUNTY OBLIGATIONS:

COUNTY will directly pay vendors for the costs and expenses associated with the purchase of a four (4)-wheel drive vehicle outfitted with emergency equipment in an amount not to exceed Forty Thousand Dollars (\$40,000.00).

2. CITY OBLIGATIONS:

- A. Equipment-Related Purchases. CITY shall purchase a four (4)-wheel drive vehicle outfitted with emergency equipment in order to improve the Ferndale Police Department's response and recovery capabilities. All equipment purchased pursuant to the terms and conditions of this MOU shall become the property of CITY.
- B. Quarterly and Final Reports. CITY will provide quarterly and final reports to COUNTY as set forth in Exhibit B – Quarterly and Final Summary Reports – which is attached hereto and incorporated herein by reference. Any and all quarterly and final reports required hereunder shall be prepared using COUNTY's standard Measure Z report form, which is attached hereto as Exhibit C – Quarterly and Final Report Form – and incorporated herein by reference.
- C. Social Media. CITY will post summaries of the information contained in the quarterly and final reports submitted pursuant to the terms and conditions of this MOU on CITY-maintained social media accounts as set forth in Exhibit D – Social Media Reporting Requirements – which is attached hereto and incorporated herein by reference. For purposes of this MOU, social media includes, but is not limited to, Facebook, Twitter, Instagram and Snapchat.
- D. Recognition of Measure Z Funding. CITY 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, 2017 and shall remain in full force and effect until June 30, 2018, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CITY fails to adequately fulfill its obligations hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this MOU, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this MOU immediately, upon notice.
- B. Without Cause. COUNTY may terminate this MOU without cause upon thirty (30) days advance written notice to CITY. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this MOU are contingent upon the availability of local funding resulting from the sales and use tax established by Measure Z. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide CITY seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.

D. Compensation Upon Termination. In the event this MOU is terminated, CITY shall be entitled to compensation for uncompensated equipment-related purchases made pursuant to the terms and conditions of this MOU 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 CITY.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for the equipment-related purchases made pursuant to the terms and conditions of this MOU is Forty Thousand Dollars (\$40,000.00). CITY agrees to make all of the equipment-related purchases required by this MOU for an amount not to exceed such maximum dollar amount. However, if the allocation of local funding resulting from the sales and use tax established by Measure Z is reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for equipment-related purchases made hereunder, or terminate this MOU as provided herein.
- B. Schedule of Rates. CITY 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.
- C. Additional Purchases. Any additional purchases not otherwise provided for herein shall not be made by CITY, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CITY. CITY shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CITY estimates that the maximum payable amount will be reached.

6. PAYMENT:

CITY shall submit to COUNTY quarterly invoices itemizing all equipment-related purchases made 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. CITY shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination date of this MOU. Payment for equipment-related purchases made pursuant to the terms and conditions of this MOU will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CITY shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Administrative Office
Attention: Elishia Hayes, 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 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

CITY: City of Ferndale
Attention: Bret A. Smith, Police Chief
P.O. Box 1096
Ferndale, California 95536

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CITY agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the equipment-related purchases made 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 equipment-related purchases made pursuant to the terms and conditions of this MOU.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CITY, and its subcontractors, related to the equipment-related purchases made 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. CITY 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. CITY 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, but not limited to, the costs of administering this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions related to the equipment-related purchases made pursuant to the terms and conditions of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of such audit. If the allowable expenditures cannot be determined because CITY's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

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

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, CITY may receive information that is confidential under local, state or federal law. CITY hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations, and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, CITY, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CITY further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the

California Code of Regulations are incorporated into this MOU by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

13. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CITY shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CITY's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this MOU shall not relieve CITY from liability under this provision. This provision shall apply to all claims for damages related to CITY'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 by CITY hereunder.

14. INSURANCE REQUIREMENTS:

This MOU shall not be executed by COUNTY, and CITY 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 CITY's indemnification obligations provided for herein, CITY shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this MOU, and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in the State of California and with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CITY and its agents, officers, directors, employees, assignees or subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability of no less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
 3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
 4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CITY may be exposed to liability. CITY shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CITY. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CITY 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, CITY's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CITY's insurance and will not be used to contribute therewith.
5. Any failure to comply with the provisions of this MOU, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
6. CITY shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this MOU. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CITY does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this MOU, take out the necessary insurance, and CITY agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CITY 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 CITY shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this MOU shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
 Attention: Risk Management
 825 Fifth Street, Room 131
 Eureka, California 95501

CITY: City of Ferndale
 Attention: Bret A. Smith, Police Chief
 P.O. Box 1096
 Ferndale, California 95536

15. RELATIONSHIP OF PARTIES:

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 CITY shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CITY shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

16. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CITY agrees to comply with any and all local, state and federal laws and regulations applicable to CITY's performance hereunder. CITY further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

17. PROVISIONS REQUIRED BY LAW:

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

18. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this MOU is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

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 the parties 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 or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU. In no event shall any payment by COUNTY constitute a waiver of any breach of this MOU or any default which may then exist on the part of CITY. 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 CITY shall promptly refund, any funds disbursed to CITY, which COUNTY determines were not expended in accordance with the terms of this MOU.

23. STANDARD OF PRACTICE:

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

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

25. 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.

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 CITY shall become the property of COUNTY. However, CITY may retain copies of such documents and information for its records. In the event of termination of this MOU, for any reason whatsoever, CITY shall promptly turn over all such information, writings and documents 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:

All informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. COUNTY shall provide to CITY suggested language, and a Measure Z Logo, for all press releases. In addition, CITY 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.

29. SURVIVAL:

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.

30. FORCE MAJEURE:

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

31. CONFLICTING TERMS OR CONDITIONS:

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

32. 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.

33. INDEPENDENT CONSTRUCTION:

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

34. ENTIRE AGREEMENT:

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

35. 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.

CITY OF FERNDALE:

By: Jay Parrish
Name: JAY PARRISH
Title: CITY MANAGER

Date: 10/4/17

COUNTY OF HUMBOLDT:

By: Virginia Bass
Virginia Bass
Chair, Humboldt County Board of Supervisors

Date: 10/24/17

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: _____

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

RECEIVED
FEB 14 2017
CAO

Agency Name: CITY OF FERNDALE - POLICE DEPARTMENT

Mailing Address: P.O. BOX 1096, FERNDALE, CA 95536

Contact Person: BRET A. SMITH

Title: CHIEF OF POLICE

Telephone: (707) 786-4025

E-mail address: policechief@ci.ferndale.ca.us

1. AMOUNT OF MEASURE Z FUNDING REQUESTED FOR FY 2017-18: \$ 54,000

2. ENTITY TYPE -- Please check appropriate box.

- a. Humboldt County Department
- b. Contract Service Provider to Humboldt County
- c. Local Government Entity
- d. Private Service Provider
- e. Non-Profit Service Provider
- f. Other

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

SEE ATTACHED

4. Measure Z funding is scheduled to "sunset" in 2020. How are you developing a plan for sustainability, including diversification of funding sources, in order for your proposal to carry on without reliance on future Measure Z funds?

SEE ATTACHED .

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?

SEE ATTACHED

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

SEE ATTACHED

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.

SEE ATTACHED

ATTACHMENTS—Please include the following with your application

Proposal Narrative: Brief description of your request for Measure Z funds – Please explain how it is an essential service or for public safety. (one page maximum)

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. (one page maximum)

Program Budget

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: FEB 14, 2017

SIGNATURE: 

SUBMIT THIS APPLICATION TO:

Humboldt County Citizens' Advisory Committee on Measure Z Expenditures
c/o County Administrative Office
825 Fifth Street, Suite 111
Eureka, CA 95501-1153.

Application - Measure Z Funding 2017-18

3. The City of Ferndale Police Department proposes funding for the following:

- One (1) 4X4 Heavy Duty, Club/Crew Cab Pick-UP Truck (Ford F-150 or similar) outfitted with emergency equipment.

Vehicle	\$45,000
Emergency Equipment/Installation (Superior Installs).	\$ 9,000
Total	\$54,000

The Ferndale Police Department does not have a four-wheel drive vehicle in its fleet. The terrain and weather conditions in our community necessitates the department possess this type of vehicle. This proposal will provide for enhanced officer safety and enhanced public safety allowing for more efficient and effective response to public safety calls for service. The vehicle will be put to daily use also serving as a patrol supervisors vehicle and command vehicle during emergency situations.

4. This proposal is a one-time request for funding. The annual budgets will sustain future servicing and maintenance of the vehicle.
5. Not Applicable.
6. The City of Ferndale will demonstrate its initiative, ability and resolve to obtain alternative funding sources. These funding sources will be directed to public safety essential services in order to enhance response to public safety calls for service.
7. This proposal does not require new or expanding activities on another entity.

Application – Measure Z Funding 2017-18

Proposal Narrative

The Ferndale Police Department does not have a four-wheel drive vehicle in its fleet. The terrain and weather conditions, ie, earthquakes, flooding, etc., in our community necessitate the department possess this type of vehicle. This proposal, if granted, will provide for enhanced officer safety and enhanced public safety allowing for more efficient and effective response to public safety calls for service.

The vehicle will be put into daily use doubling as a patrol supervisors vehicle and command vehicle during emergency response situations.

The City of Ferndale Police Department requests the following:

One (1) 4X4 Heavy Duty, Club/Crew Cab Pick-up Truck (Ford F-150 or similar) outfitted with emergency equipment.	\$45,000
Emergency Equipment/Installation (Superior Installs)	\$ 9,000
Total	\$54,000

EXHIBIT B
QUARTERLY AND FINAL SUMMARY REPORT
 City of Ferndale
 Fiscal Year 2017-2018

1. DUE DATES:

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. CITY 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 March 31	April 30
4	April 1 through June 30	July 31
Final Summary Report	Based on contract term	One (1) month after MOU expiration

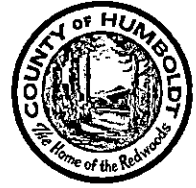
2. SUBMISSION OF REPORTS:

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

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

EXHIBIT C
QUARTERLY AND FINAL REPORT FORM
City of Ferndale
Fiscal Year 2017-2018

COUNTY OF HUMBOLDT – MEASURE Z
Report Form



Organization Name: _____ **Report Date:** _____

Contact Name: _____ **Phone:** _____

Please attach a narrative report addressing the items outlined in section I below. Feel free to attach any other relevant materials or reports.

I. QUARTERLY NARRATIVE (please attach a maximum of 1 page, exclusive of attachments)

A. Results/Outcomes

- 1. Please describe the Measure Z activities completed and/or total numbers served or reached.
- 2. What difference did Measure Z funding make in our community and for the population you are serving? Please discuss evidence of effect (e.g., community indicators, outcomes, etc.). *If you have evaluation materials that document outcomes and impacts of your work, feel free to attach them in lieu of answering this or other questions.*
- 3. Describe any unanticipated impacts of receiving Measure Z funding, positive or negative, not already described above.

II. FINAL SUMMARY REPORT (please attach a maximum of 2 pages, exclusive of attachments)

A. Lessons Learned

- 1. Describe what you learned based on the results/outcomes you reported in Section A above and what, if any, changes you will make based on your results/outcomes.
- 2. What overall public safety improvements has your organization seen as a result of receiving Measure Z funding?

EXHIBIT D
SOCIAL MEDIA REPORTING REQUIREMENTS
City of Ferndale
Fiscal Year 2017-2018

1. DUE DATES:

CITY will post Measure Z updates on CITY-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 CITY will post Measure Z updates:

Social Media (*ie, Facebook*) Account Name (*ie, County of Humboldt – Government*)

3. 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, CITY'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
Agency Name

Invoice Date: _____

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:				
Total Personnel:		0.00	0.00	0.00
B. Operational Costs (Rent, Utilities, Phones, etc.)				
Title:				
Description:				
Title:				
Description:				
Title:				
Description:				
Title:				
Description:				
Total Operating Costs:		0	0	0
C. Consumables/Supplies (Supplies and Consumables should be separate)				
Title:				
Description:				
Title:				
Description:				
Title:				
Description:				
Title:				
Description:				
Total Consumable/Supplies:		0	0	0

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:			
Description:			
Title:			
Description:			
Total Transportation/Travel Costs:		0	0
E. Fixed Assets			
Title:			
Description:			
Title:			
Description:			
Total Other Costs:		0	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, Utilities, Phones, etc.)	\$0.00	
Consumables/Supplies (Supplies and Consumables should be separate)	\$0.00	
Transportation/Travel (Local and out of county should be separate)	\$0.00	
Other (Indirect Costs, Contracts, etc.)	\$0.00	
		\$0.00

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

Signature and date: _____

Print Name and Title: _____

Send invoice to:

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



(707) 445-7266

_____ Date

_____ Date

Established 1986



October 12, 2017

CERTIFICATE HOLDER

Humboldt County Administrative Office
825 Fifth Street, Room 112
Eureka, CA 95501
Attention: Amy S. Nilsen County Administrative Officer

Re: EVIDENCE OF COVERAGE #17-444.1-FE

As pertains to the purchase of a 4-wheel drive vehicle outfitted with emergency equipment in order to improve the Ferndale Police Department's response and recovery capabilities

To Whom It May Concern

Please be advised that the **City of Ferndale** participates in PARSAC, the Public Agency Risk Sharing Authority of California. As such, it is collectively and permissibly self-insured under Sections 990.4 and 990.8 of the California Government Code.

The specifics of the self-insured program are listed below:

COVERAGE YEAR: July 1, 2017 - July 1, 2018

- General and Automobile Liability
- Public Officials Errors & Omission
 - Limit: \$1,000,000 per occurrence group self-insurance
 - Occurrence Retention: \$5,000

- Worker's Compensation:
 - Limit: \$500,000 per accident through group self-insurance
 - Employer's Liability: \$500,000
 - Occurrence Retention: \$

Respectfully,

A handwritten signature in black ink, appearing to read "Kin Ong", is written over a horizontal line.

Kin Ong, ARM
Risk Manager

cc: Donna Johnson , City of Ferndale

CERTIFICATE NO.

ISSUE DATE (MM/DD/YYYY)

GL1-6481	CO	CERTIFICATE OF COVERAGE	10/11/2017
----------	----	--------------------------------	------------

CSAC Excess Insurance Authority

C/O ALLIANT INSURANCE SERVICES, INC.
 PO BOX 6450
 NEWPORT BEACH, CA 92658-6450
 PHONE (949) 756-0271 / FAX (619) 699-0901
 LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED **A - CSAC Excess Insurance Authority**

Member:
 PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA (PARSAC)
 1525 RESPONSE ROAD, SUITE 1
 SACRAMENTO, CA 95815

COVERAGE AFFORDED **B**

COVERAGE AFFORDED **C**

COVERAGE AFFORDED **D**

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> General Liability	EIA-PE 17 EL-76	07/01/2017	07/01/2018	\$2,000,000 Limits inclusive of the Member's Self-Insured Retention of \$1,000,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE FOR MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF FERNDAL AND HUMBOLDT COUNTY FOR APPLICATION FOR MEASURE Z FUNDING RELATING TO PURCHASE OF FOUR-WHEEL DRIVE VEHICLE AND EMERGENCY EQUIPMENT TO IMPROVE FERNDAL POLICE DEPARTMENT'S RESPONSE AND RECOVERY CAPABILITIES. COVERAGE INCLUDES ERRORS & OMISSIONS.

CITY OF FERNDAL IS A MEMBER OF PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA (PARSAC)

Certificate Holder

HUMBOLDT COUNTY
 ATTN: RISK MANAGEMENT
 825 FIFTH ST RM 131
 EUREKA, CA 95501

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE



CSAC EXCESS INSURANCE AUTHORITY

CERTIFICATE NO.

ISSUE DATE (MM/DD/YYYY)

GL1-6480

AI

CERTIFICATE OF COVERAGE

10/11/2017

CSAC Excess Insurance Authority

C/O ALLIANT INSURANCE SERVICES, INC.
 PO BOX 6450
 NEWPORT BEACH, CA 92658-6450
 PHONE (949) 756-0271 / FAX (619) 699-0901
 LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED **A - CSAC Excess Insurance Authority**

Member:

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA (PARSAC)
 1525 RESPONSE ROAD, SUITE 1
 SACRAMENTO, CA 95815

COVERAGE AFFORDED **B**

COVERAGE AFFORDED **C**

COVERAGE AFFORDED **D**

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> General Liability	EIA-PE 17 EL-76	07/01/2017	07/01/2018	\$2,000,000 Limits inclusive of the Member's Self-Insured Retention of \$1,000,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF FERNDAL AND HUMBOLDT COUNTY FOR APPLICATION FOR MEASURE Z FUNDING RELATING TO PURCHASE OF FOUR-WHEEL DRIVE VEHICLE AND EMERGENCY EQUIPMENT TO IMPROVE FERNDAL POLICE DEPARTMENT'S RESPONSE AND RECOVERY CAPABILITIES.

HUMBOLDT COUNTY, ITS AGENTS, OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INsofar AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

CITY OF FERNDAL IS A MEMBER OF PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA (PARSAC)

Certificate Holder

HUMBOLDT COUNTY
 ATTN: RISK MANAGEMENT
 825 FIFTH ST RM 131
 EUREKA, CA 95501

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE



CSAC EXCESS INSURANCE AUTHORITY

ENDORSEMENT NO. U-1

CSAC EXCESS INSURANCE AUTHORITY
GENERAL LIABILITY 1

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "Covered Party, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE


It is further agreed that nothing herein shall act to increase the Authority's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: _____

Memorandum No.: PER ATTACHED CERTIFICATE OF COVERAGE

Issue Date: June 26, 2017


Authorized Representative
CSAC Excess Insurance Authority



ADDITIONAL COVERED PARTY:

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

Attn: Amy S. Nilsen, County Administrative Officer

RE: EVIDENCE OF COVERAGE & ADDITIONAL COVERED PARTY ENDORSEMENT AS REQUIRED BY AGREEMENT OR CONTRACT: ENDORSEMENT NUMBER 17-444-FE

Only as respects to the purchase of a 4-wheel drive vehicle outfitted with emergency equipment in order to improve the Ferndale Police Department's response and recovery capabilities

Please be advised that the City of Ferndale participates in PARSAC, the Public Agency Risk Sharing Authority of California. As such, it is collectively and permissibly self-insured under Sections 990.4 and 990.8 of the California Government Code. The specifics of the self-insured program are listed below:

COVERAGE YEAR: JULY 1, 2017 - JULY 1, 2018

- > General and Automobile Liability
 - > Public Officials Errors & Omission
- Limit: \$1 Million per occurrence group self-insurance
Occurrence Retention: \$ 5,000

CONDITIONS OF THIS ADDITIONAL COVERED PARTY ENDORSEMENT

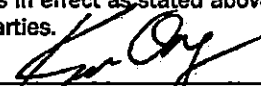
Effective Date: October 11 2017 Expiration Date: June 30, 2018

The coverage afforded as described above is subject to all terms, exclusions, conditions, definitions, and other provisions of the Public Agency Risk Sharing Authority of California's Memorandum of Coverage. The coverage is afforded hereunder only where City of Ferndale is required by agreement or contract to name the County of Humboldt, its agents, officers, officials, employees and volunteers as Additional Covered Parties.

If the City of Ferndale is required by agreement or contract to name County of Humboldt, its agents, officers, officials, employees and volunteers, as Additional Covered Parties and the agreement or contract requires the coverage provided to the Additional Covered Parties to be primary, then the coverage provided by this endorsement shall be primary. In all other events, if collectible insurance with any insurer, coverage with any other joint powers authority or other self-funding mechanism is available to the Additional Covered Parties named above covering a loss to which the PARSAC Memorandum of Coverage applies (whether on a primary, excess or contingent basis), the coverage of this Memorandum shall be in excess of, and shall not contribute with such other insurance or coverage; provided that this clause does not apply with respect to excess insurance or coverage purchased specifically to be in excess of such Memorandum. The bankruptcy of, insolvency of, or placement into rehabilitation or receivership by any regulatory agency of any joint powers authority or insurance company providing joint powers authority protection or insurance coverage to the Additional Covered Parties, named above, shall not amend the application of this condition.

This Endorsement does not apply to liability arising out of the sole negligence of the Additional Covered Parties named above.

Coverage is in effect as stated above and will not be cancelled except upon 30 days written notice to the Additional Covered Parties.



Kin Ong, ARM
Risk Manager
cc: Donna Johnson - Ferndale

October 11, 2017

California Capital Insurance Company

**COMMERCIAL LINES POLICY
COMMON POLICY DECLARATIONS**

Policy Number: 4-BAA-1-013271

Renewal of: 4-BAA-1-013271

Named Insured and Mailing Address:

City of Ferndale
PO Box 1095
Ferndale, CA 95536-1095

Agent:

41280
Gerald R Becker Insurance
Agency
P.O. Box 548
Ferndale, CA 95536
(707) 786-9721

Policy Period: From: 07/21/2017 To: 07/21/2018 at 12:01 A.M. Standard Time at your mailing address shown above.

Legal Text:

Business Description: Physical Damage on City's Vehicles

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	
Commercial General Liability Coverage Part	
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	\$ 3,464
Special Programs	
Boiler and Machinery Coverage Part	
Terrorism Risk Insurance Act of 2002	No Charge
	\$ 3,464

This is not a bill. Any premium due will be applied to the Account Bill.

TO REPORT A CLAIM, CONTACT THE CLAIM SERVICE CENTER: (800) 986-9974

**FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE.*
Refer To Forms Schedule.**

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

July 25, 2017
Countersignature Date

Gerald R Becker Insurance Agency
Authorized Representative

Insured Copy

California Capital Insurance Company

California Capital Insurance Company

COMMERCIAL AUTO FORM SCHEDULE

POLICY NUMBER: 4-BAA-1-013271

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
CAIDCARD	03/00	California Vehicle ID Card
CA 03 05	02/97	California Changes - Waiver of Collision Deductible
CA 00 01	12/93	Business Auto Coverage Form
08-117	07/03	Auto Body Repair Consumer Bill of Rights
08-017	01/16	CIG Welcome Letter
03-402	10/03	Punitive Damages Exclusion
08-132	08/11	Notice of Insurance Coverage for Acts of Terrorism
Forms Sched	09/00	Auto Forms Schedule
Auto Dec	09/00	Auto Dec
03-306	08/99	Mexican Automobile Exclusion Endorsement
03-360	05/13	Commercial Express Assistance
Driver Schedule	06/06	Driver Schedule
IL 00 17	11/98	Common Policy Conditions
IL N0 18	09/03	California Fraud Statement
IL 02 70	11/04	California Changes - Cancellation and Nonrenewal
CA 99 44	12/93	Loss Payable Clause
CA 01 43	05/05	California Changes
08-041	01/06	Notice to Insured
08-122	12/06	Consumer Privacy Information
AL6848	03/54	Driver Exclusion
03-416	03/07	NBCR Exclusion
03-360	05/13	Commercial Express Assistance
Addl Int Sch All	09/00	Additional Interest Schedule All
03-330	03/12	Business Auto Broadening Endorsement
Auto Schedule	09/00	Business Auto Schedule
Common Pol	09/05	Common Policy Declaration
IL 00 21	07/02	Nuclear Energy Liability Exclusion Endorsement
IL 00 03	04/98	Calculation of Premium
00-016	01/14	Commercial Auto Policy Jacket
Loc Schedule	09/00	Location Schedule
Excluded Driver	06/06	Excluded Driver Schedule

4-BAA-1-013271

Renewal of Number*

**COMMERCIAL AUTO POLICY
BUSINESS AUTO DECLARATIONS PART I**

CA 00 03 12 80
The Declarations
Include's second
part designated
"PART 2".

Policy No. 4-BAA-1-013271

ITEM ONE

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)
City of Ferndale 41280
PO Box 1095
Ferndale, CA 95536-1095

Gerald R Becker Insurance Agency
P.O. Box 548
Ferndale, CA 95536

Policy Period*: From 07/21/2017 to 07/21/2018 at 12:01 A.M. Standard Time at your mailing address shown above.

Form of Business: Municipality

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY		\$ 1,000,000 CSL Deductible: \$ None	\$ 681
PERSONAL INJURY PROTECTION (P.I.P.)††		SEPARATELY STATED IN EACH P.I.P. END. MINUS \$ DEDUCTIBLE	\$
ADDED P.I.P. (or equivalent added No-fault cov.)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT	\$
AUTO MEDICAL PAYMENTS		SEE SCHEDULE ATTACHED	\$
UNINSURED MOTORISTS (UM)		\$	\$
UNDERINSURED MOTORISTS (when not included in UM Cov.)		\$	\$
PHYSICAL DAMAGE	COMPREHENSIVE COVERAGE	07 ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS \$ SEE SCHED DED. FOR EACH COVERED AUTO, BUT NO DED. APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. †††	\$ 374
	SPECIFIED CAUSES OF LOSS COVERAGE	07 \$25 DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM †††	\$
	COLLISION COVERAGE	07 \$ SEE SCHED DEDUCTIBLE FOR EACH COVERED AUTO †††	\$ 2,409
	TOWING AND LABOR	\$	\$
FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:		COMMERCIAL TRUCKING BROADENING	\$
SEE SCHEDULE ATTACHED		ADDITIONAL ENDORSEMENTS	\$
		ESTIMATED TOTAL PREMIUM	\$ 3,464

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

††(or equivalent No-fault cov.) ††† See ITEM FOUR for hired or borrowed "autos".

Covered Auto No.	DESCRIPTION PURCHASED							TERRITORY: Town & State Where the Covered Auto will be principally garaged
	Year, Model, Trade Name, Body Type Serial Number(s); Vehicle Identification Number (VIN)				Original Cost	New	Actual Cost & New (N) Used (U)	
	SEE SCHEDULE ATTACHED							
Covered Auto No.	Radius of Operation (in Miles)	Business use a = service r = retail c = commercial	Size GVW, GCW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Secondary Rating Factor	Code
					Lib.	Phy. Damage		
	SEE SCHEDULE ATTACHED							

Countersigned:

By _____ Authorized Representative

* Entry optional if shown in Common Policy Declarations.

† Forms and Endorsements applicable to this Coverage Part omitted if shown elsewhere in the policy.

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

POLICY NUMBER: 4-BAA-1-013274

ITEM THREE (Cont'd)

BUSINESS AUTO DECLARATIONS (Continued)

COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)																
LIABILITY P.I.P.		ADDED P.I.P.		P.P.I. (Mich. Only)		AUTO. MED. PAY.		COMPREHENSIVE		SPEC. CAUSES OF LOSS		COLLISION		TOWING & LABOR		
Covered Auto No.	Limit (in Thousands)	Premium	Limit minus deductible shown below	Premium	Limit Premium	Limit minus deductible shown below	Premium	Limit (in Thousands)	Premium	Limit minus deductible shown below	Premium	Limit Premium	Limit minus deductible shown below	Premium	Limit per dis-ablement	Premium
SEE SCHEDULE ATTACHED																
Total Premium																

Adtl Coverage(s) - Premium, Limit, Deductible; *Limit stated in each applicable P.I.P. or P.P.I. Endorsement, **Limit stated in ITEM TWO.

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS. LIABILITY COVERAGE - RATING BASIS, COST OF HIRE

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (if Liability Coverage is Primary)	PREMIUM
				\$
				\$
				\$
TOTAL PREMIUM				\$

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by other carriers of property or passengers.

PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY, DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH \$100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	\$ WHICHEVER IS LESS, MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING			\$
SPECIFIED CAUSES OF LOSS	\$ WHICHEVER IS LESS, MINUS \$25 DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM			\$
COLLISION	\$ WHICHEVER IS LESS, MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO			\$
TOTAL PREMIUM				\$

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAME OF INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other than a Social Service Agency	Number of Employees		\$
	Number of Partners		\$
Social Service Agency	Number of Employees		\$
	Number of Volunteers		\$
TOTAL PREMIUM			\$

ITEM SIX - SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS - LIABILITY COVERAGE - PUBLIC AUTO OR LEASING RENTAL CONCERNS

Estimated Yearly <input type="checkbox"/> Gross Receipts <input type="checkbox"/> Mileage	RATES		PREMIUMS	
	LIABILITY COVERAGE	AUTO MEDICAL PAYMENTS	LIABILITY COVERAGE	AUTO MEDICAL PAYMENTS
			\$	\$
			\$	\$
			\$	\$
TOTAL PREMIUMS			\$	\$
MINIMUM PREMIUMS			\$	\$

When used as a premium basis:
FOR PUBLIC AUTOS

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:

- A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
- B. Advertising Revenue.
- C. Taxes which you collect as a separate item and remit directly to a governmental division.
- D. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.

FOR RENTAL OR LEASING CONCERNS

Gross Receipts means the total amount to which you are entitled for the leasing or rental of "autos" during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

Mileage means the total of all live and dead mileage developed by all the "autos" you leased or rented to others during the policy period.

California Capital Insurance Company

BUSINESS AUTO SCHEDULE

POLICY NUMBER: 4-BAA-1-013271

SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION				TERRITORY						
	Year, Model, Trade Name, Body Type Serial Number (S), Vehicle Identification Number (VIN)				Town or City & Zip where the Covered Auto will be principally garaged						
1	2007	FORD CROWN VIC	2FABP71W47X107001		79	Ferndale	95536				
2	2010	FORD CROWN VIC	2FABP7BVOAXL22761	old	79	Ferndale	95536				
3	1995	FORD F350	2FDHF38G4SCA44711	-776	79	Ferndale	95536				
4	2010	FORD F350	1FDRF3HT5BBB25745	old - 92 - 92	79	Ferndale	95536				
5	2010	DODGE CHARGER	2B3CAACDXR302636		79	Ferndale	95536				
6	2012	DODGE CHARGER	2C3CDXA5DR523560		79	Ferndale	95536				
Covered Auto No.	CLASSIFICATION				PURCHASED						
	Radius of Operation	Business Use a = service r = retail c = comm	Size GVW, CGW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Sec. Rating Factor		Code	Original Cost New	Stated Amount
1				11					7398	28,000	
2				8					7398	34,000	
3	Local	Service	5000	23					01499	15,500	
4	Local	Service	12200	6					21499	31,490	
5				6					7398	30,000	
6				6					7398	35,000	
Covered Auto No.	LIABILITY		AUTO. MED.		UNINSURED/UNDERINSURED						
	Limit (in thousands)	Premium	Limit	Premium	Limit (in thousands)	Premium	UM	UIM			
1	1,000	-178									
2	1,000	-400									
3	1,000	-400									
4	1,000	-400									
5	1,000	-400									
6	1,000	441									
Total Premium		-1,337									
Covered Auto No.	PERSONAL INJURY PROTECTION		Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.	COMPREHENSIVE		SPEC. CAUSES OF LOSS Premium	COLLISION				
	Limit stated in each P.I.P. end.	Premium		Deductible	Premium	Deductible	Premium				
1			See Schedule(s)	250	32		500	218			
2			See Schedule(s)	250	32		500	218			
3			See Schedule(s)	250	34		500	190			
4			See Schedule(s)	250	31		500	185			
5			See Schedule(s)	250	32		500	218			
6			See Schedule(s)	250	32		500	218			
Total Premium						193		1,247			
Covered Auto No.	AUDIO/VISUAL/DATA EQUIPMENT		TAPES/RECORDS/DISCS	RENTAL REIMBURSEMENT				TOWING & LABOR		TOTAL	
	Limit	Premium	Premium	RENTAL Limit # of Days	COMP.	SPECIFIED Premium	COLLISION Premium	Limit per disablement	Premium	Premium	
1										72	
2										150	
3										176	
4										180	
5										158	
6										693	
Total Premium										109	

California Capital Insurance Company

BUSINESS AUTO SCHEDULE

POLICY NUMBER: 4-BAA-1-013271

SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION				TERRITORY			
	Year, Model, Trade Name, Body Type Serial Number (S), Vehicle Identification Number (VIN)				Town or City & Zip where the Covered Auto will be principally garaged			
7	2004 FORD CROWN VIC, 2FAPF71W83X136227				79 Ferndale, 95536			
8	2014 TOYOTA Prius, JTDKN3DU3E1737123				79 Ferndale, 95536			
9	2015 FORD F-250, 1FT7X2B6XFEB71499				79 Ferndale, 95536			
10	2015 FORD F350, 1FDRF3B63FEB81482				79 Ferndale, 95536			

Covered Auto No.	CLASSIFICATION								PURCHASED		
	Radius of Operation	Business Use 1 = service 2 = retail 3 = comm.	Size GVW, CGW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Sec. Rating Factor		Code	Original Cost Now	Stated Amount
					Lib.	Phy. Dam.	Lib.	Phy. Dam.			
7				14					7398	28,000	
8				4					7398	20,000	
9	Local	Service	5000	3					01499	36,245	
10	Local	Service	5000	3					01499	33,000	

Covered Auto No.	LIABILITY		AUTO. MED.		UNINSURED/UNDERINSURED			
	Limit (in thousands)	Premium	Limit	Premium	Limit (in thousands)	Premium	UM	UIM
7	1,000	441						
8	1,000	441						
9	1,000	568						
10	1,000	568						
Total Premium		681						

Covered Auto No.	PERSONAL INJURY PROTECTION		Except for towing all physical damage loss is payable to you and the loss payable cannot be less than the actual cash value of the loss.	COMPREHENSIVE		SPEC. CAUSES OF LOSS		COLLISION	
	Limit stated in each P.I.P. end.	Premium		Deductible	Premium	OPLOSS Premium	Deductible	Premium	
7			See Schedule(s)	250	32		500	218	
8			See Schedule(s)	250	29		500	186	
9			See Schedule(s)	250	60		500	378	
10			See Schedule(s)	250	60		500	378	
Total Premium					374			2,409	

Covered Auto No.	AUDIO/VISUAL/DATA EQUIPMENT		TAPES/RECORDS/DISCS		RENTAL REIMBURSEMENT				TOWING & LABOR		TOTAL Premium
	Limit	Premium	Premium	RENTAL		COMP.	SPECIFIED COLLISION Premium	Limit per disablement	Premium		
				Limit	# Of Days						
7											691
8											656
9											1,007
10											1,007
Total Premium											3,464