

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
REDWOOD COMMUNITY RADIO, INC.  
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 Redwood Community Radio, Inc., doing business as KMUD, a California non-profit corporation, hereinafter referred to as “KMUD,” 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, KMUD 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 Forty-Four Thousand Three Hundred Forty-Four Dollars (\$44,344.00) for the purpose of paying the costs and expenses associated with purchasing radio equipment and services necessary to upgrade its current emergency broadcast system to ensure continuous broadcasts to the greater community during emergencies; and

WHEREAS, on April 16, 2019, the Humboldt County Board of Supervisors approved the Measure Z application submitted by KMUD in the amount of Thirty-Nine Thousand Three Hundred Forty-Four Dollars (\$39,344.00) through June 30, 2020; and

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

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

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1. COUNTY OBLIGATIONS:

COUNTY shall, upon receipt of approved invoices and adequate proof that either an informal bid process was utilized or that the requirements associated with sole source purchases were met, directly pay vendors for the costs and expenses associated with the purchase of radio equipment and services necessary to upgrade its current emergency broadcast system in an amount not to exceed Thirty-Nine Thousand Three Hundred Forty-Four Dollars (\$39,344.00).

2. KMUD OBLIGATIONS:

- A. General Requirements. KMUD shall purchase radio equipment and services necessary to upgrade its emergency broadcast system to ensure continuous broadcasts to the greater community during emergencies. KMUD shall submit to COUNTY approved invoices which include the cost of each product, license and/or service purchased, along with proof that either an informal bid process was utilized or that the requirements associated with sole source purchases were met, for each equipment and/or service-related purchase made hereunder.
- B. Quarterly and Final Reports. KMUD 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. Social Media. KMUD shall post summaries of the information contained in the quarterly and final reports submitted pursuant to the terms and conditions of this MOU on KMUD-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, the term social media includes, without limitation, Facebook, Twitter, Instagram and Snapchat.
- D. Recognition of Measure Z Funding. KMUD 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. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this MOU, if KMUD 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 law, regulation or standard applicable to its performance hereunder.
- B. Termination without Cause. COUNTY may terminate this MOU without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to 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 KMUD seven (7) days advance written notice of its intent to terminate due to insufficient funding.

- D. Compensation upon Termination. In the event this MOU is terminated, KMUD 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 KMUD.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for the costs and expenses incurred pursuant to the terms and conditions of this MOU is Thirty-Nine Thousand Three Hundred Forty-Four Dollars (\$39,344.00). KMUD 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. Schedule of Rates. KMUD shall set forth the specific rates and costs applicable to this MOU using the COUNTY's standard Measure Z budget form, which is attached hereto as Exhibit 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 KMUD, 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 KMUD. KMUD shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which KMUD estimates that the maximum payable amount will be reached.

6. PAYMENT:

KMUD 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. KMUD 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 pursuant to the terms and conditions of this MOU shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this MOU 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

KMUD: Redwood Community Radio, Inc.  
Attention: Jimmy Durchslag, President  
P.O. Box 135  
Redway, California 95506

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. KMUD 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. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of KMUD, 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. KMUD 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. KMUD 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. Audit Costs. In the event of an audit exception or exceptions 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 for the cost of such audit. If the allowable expenditures cannot be determined because KMUD's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

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

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10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, KMUD may receive information that is confidential under local, state or federal law. KMUD 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. Continuing Compliance with Confidentiality Requirements. 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. Professional Services and Employment. In connection with the execution of this MOU, KMUD, 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. KMUD 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 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 as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

13. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. KMUD 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, KMUD'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 KMUD from liability under this provision. This provision shall apply to all claims for damages related to KMUD'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 KMUD hereunder.

14. INSURANCE REQUIREMENTS:

This MOU shall not be executed by COUNTY, and KMUD 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 KMUD's indemnification obligations set forth herein, KMUD, 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 KMUD and its agents, officers, directors, employees, assignees or subcontractors:
- I. 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.
  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. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
- 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, 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 KMUD. 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 KMUD 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, KMUD's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to KMUD'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. KMUD 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. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If KMUD 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 KMUD hereunder.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and KMUD 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 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

KMUD: Redwood Community Radio, Inc.  
Attention: Jimmy Durchslag, President  
P.O. Box 135  
Redway, California 95506

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 KMUD shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. KMUD 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. General Legal Requirements. KMUD agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to its performance hereunder.

B. Licensure Requirements. KMUD agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements applicable to its performance hereunder.

C. Accessibility Requirements. KMUD 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. Conflict of Interest Requirements. KMUD 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 KMUD. 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 KMUD shall promptly refund, any funds disbursed to KMUD 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 COUNTY OFFICIALS AND EMPLOYEES:

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

25. STANDARD OF PRACTICE:

KMUD 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. KMUD'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 KMUD shall become the property of COUNTY. However, KMUD may retain copies of such documents, information and reports for its records. In the event this MOU is terminated, for any reason whatsoever, KMUD 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 KMUD suggested language, and a Measure Z Logo, for all press releases. In addition, KMUD 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:

KMUD shall obtain prior written approval from COUNTY before subcontracting any of the 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. KMUD 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. SURVIVAL OF PROVISIONS:

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.

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.

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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 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.

34. FORCE MAJEURE:

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.

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.

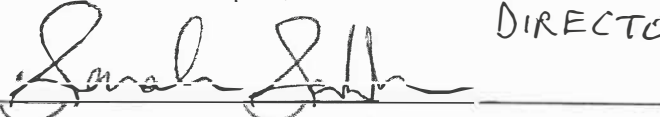
**REDWOOD COMMUNITY RADIO, INC.:**

By: 

Date: 9/16/19

Name: JAMES DURCHSLAG

Title: PRESIDENT, KMUD BOARD OF DIRECTORS

By: 

Date: 9/23/19

Name: Sarah Sudder

Title: Treasurer, KMUD Board of Directors


**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Amy S. Nilsen, County Administrative Officer  
*(Pursuant to the authority granted by the Humboldt County Board of Supervisors on November 19, 2019 [Item 19-1625])*

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By:   
Risk Management

Date: 11/4/2019

**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: Redwood Community Radio, Inc. / KMUD  
 Mailing Address: PO Box 135, Redway, CA 95560  
 Contact Person: Jimmy Durchslag Title: President, Board of Directors  
 Telephone: 707-923-3449 E-mail address: jimmydur@asis.com

1. AMOUNT OF MEASURE Z FUNDING REQUESTED FOR FY ~~2019-20~~ <sup>2019-20</sup> \$ 44,344.17

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

RECEIVED  
FEB 25 2019  
CAO

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

Redwood Community Radio/KMUD is seeking funding for an Emergency Broadcast Upgrade, to acquire equipment that would ensure our radio broadcast can continue to provide emergency and safety information to our listeners throughout Humboldt County, especially during extreme weather, wildfires, power outages and other emergencies.

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?

This is a one-time allocation of funds to establish a reliable backup system that can be operated and maintained by KMUD using its resources and personnel to provide critical emergency service to the communities across the county. KMUD has a broad listening and membership base, and support from businesses and individuals continues to help sustain this crucial resource.

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?

KMUD receives a grant from the Corporation for Public Broadcasting, yet relies on community support, business underwriting and fund drives to maintain and upgrade emergency broadcast equipment.

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

Measure Z funds will be used to leverage additional support by informing our members and general listening audience to the benefits of the proposed Emergency Broadcast Upgrade. This will bolster support during membership drives and fundraising events. KMUD will also use this support as part of our overall funding picture in seeking additional grants.

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.

Installation of the backup generators on both Redway and Pratt Mt. locations will be contracted out. Otherwise, the intention and purpose of the Emergency Broadcast Upgrade is to become self-reliant, fully functional, and readily maintained.

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

KMUD currently rents space on Pratt Mt. for the transmitter and antennae and is negotiating the installation of a backup generator with lessor. Personnel and maintenance costs are accounted for in the budget as submitted. KMUD will be responsible for covering any ongoing fuel costs as part of its annual budget.

**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: February 24, 2019

SIGNATURE: 

**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

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Redwood Community Radio (KMUD) is requesting Measure Z funding for equipment, services and supplies to maintain and assure its ability to provide the communities we serve with essential emergency communications. In emergency situations, whether due to extreme weather, fires, or public safety issues, community residents immediately turn to KMUD and its sister stations for status and updates. The Sheriffs, CHP, fire departments and other agencies regularly contact KMUD to disseminate information. Our news department, which broadcasts the only locally produced news in Humboldt County, provides updates, interrupting regular programming as necessary to keep listeners informed about emergencies.

The KMUD Emergency Response Team and the Southern Humboldt Emergency Response Team (SHEPT) have been working together, meeting twice monthly to enhance the effectiveness of KMUD's emergency response and communication systems. KMUD has identified crucial upgrades and improvements for us to consistently serve the community, during emergencies when the listeners turn to radio for their primary source, and for many their only source of information.

The recent extreme weather and power outage at our Pratt Mountain transmitter site demonstrate the necessity to upgrade KMUD's equipment so that we can stay on the air during emergencies. We need a reliable generator and automatic transfer switch at the site so that we do not depend on a third party's equipment. The backup generator at our Redway Studio is under-dimensioned at 8kW and has been in use for over 22 years. This leaves our equipment and community vulnerable.

Having our own Studio to Transmitter link (STL) will give KMUD a reliable, independent connection to the transmitter. A dedicated phone line has been used for the last 31 years, but occasional problems crop up as sections of the line have deteriorated. Local *Frontier* employees have made valiant efforts in keeping the line in shape but spare parts are hard to get and we cannot rely on continued service. We also lease a digital link to the transmitter from 101netlink.com. Whenever they experience problems KMUD suffers. Our own link connection will allow for a safe link for audio transmission as well as the control and monitoring of the broadcasting equipment.

In addition, KMUD is requesting funds for a satellite phone as a final element in assuring continued communication. After the disastrous 2017 fires, Mendocino County Sheriff Tom Allman recommended KMUD get a satellite phone to communicate with law enforcement, first responders, and government agencies when cell phone and landlines are not available.

As identified by agencies and individuals responsible for keeping our communities safe, KMUD is a critical and essential emergency communication component of a comprehensive county emergency services plan. This one-time allocation of Measure Z funds is necessary for the improvements needed for KMUD to disseminate pertinent information and continue to be a reliable emergency communication source for the residents of Humboldt County

ATTACHMENT II

Budget

Redwood Community Radio, Inc. / KMUD

Essential Community Emergency Communication Services

Descriptions	Total Amounts	RCR Contribution	Measure Z Request
<b>A. Personnel Costs</b>			
Title: Studio to Transmitter Link project coordination, spectrum coordination Salary and Benefits Calculation: Spectrum Coordination \$1,000, Project Coordination \$2000 Duties Description: STL equipment programming, installation and 11GHz spectrum licensing	3,000.00		3,000.00
Title: Electrical Installation Generator and Automatic Transfer Switch at Pratt Mour Salary and Benefits Calculation: 2,000 Duties Description: Licensed electrician	2,000.00		2,000.00
Title: Electrical Installation for Generator and Automatic Transfer Switch at Studio/f Salary and Benefits Calculation: 1,500 Duties Description: Licensed electrician	1,500.00		1,500.00
Title: Studio to Transmitter Link Installation Salary and Benefits Calculation: \$1000 tower climber, \$1000 KMUD staff, volunteers Duties Description: Install wireless data links at studio, at intermediate site, and at Pratt Mountain transmitter site. Staff and volunteer labor is in-kind.	2,000.00	1,000.00	1,000.00
Salary and Benefits Calculation: \$300 for licensed electrician, \$500 KMUD staff, volunteers Duties Description: Install wireless data links at studio, at intermediate site, and at Pratt Mountain transmitter site. Staff and volunteer labor is in-kind.	800.00	500.00	300.00
Salary and Benefits Calculation: 1000 for KMUD Technical Staff Duties Description: KMUD Technical Staff System Maintenance	1,000.00	1,000.00	
Salary and Benefits Calculation: \$5000 for KMUD News Staff Duties Description: KMUD News Personnel Emergency Reporting	5,000.00	5,000.00	
<b>Total Personnel:</b>	<b>15,300.00</b>	<b>7,500.00</b>	<b>7,800.00</b>
<b>B. Operational Costs (Rent, Utilities, Phones, etc.)</b>			
Title: Tower Rent Description: Percentage of Rent for Pratt Mountain Facility	3,000.00	3,000.00	
Title: Electricity Description: Percentage of P,G&E Costs	4,500.00	4,500.00	
<b>Total Operating Costs:</b>	<b>7,500.00</b>	<b>7,500.00</b>	



**Redwood Community Radio, Inc. / KMUD**

**Essential Community Emergency Communication Services**

Descriptions	Total Amounts	RCR Contribution	Measure Z Request
<b>C. Consumables/Supplies (Supplies and Consumables should be separate)</b>			
Title: Propane Description: Fuel for Generators	300.00	300.00	
<b>Total Consumable/Supplies:</b>	<b>300.00</b>	<b>300.00</b>	
<b>D. Transportation/Travel (Local and Out-of-County should be separate)</b>			
Title: Local Travel Description: Transportation Costs to Transmitter Site	500.00	500.00	
<b>Total Transportation/Travel Costs:</b>	<b>500.00</b>	<b>500.00</b>	
<b>E. Fixed Assets</b>			
Title: Generator Pratt Mountain transmitter 91.1 FM Description: Kohler 24RCL, 24kW commercial 3-phase, propane powered, RX7-5CTC transfer switch, misc. plumbing, labor, regulatory compliance fee, tax. Does not include electrical installation. Proposal by Blue Star Gas	15,709.15		15,709.15
Title: Generator KMUD Studio/Office 1144 Redway Dr. Redway Description: Kohler 20RESC, 20kW residential single phase, propane powered, RXT-JENC-100B Transfer Switch, misc. plumbing, labor, regulatory compliance fee, tax. Does not include electrical installation. Proposal by Blue Star Gas.	7,435.02		7,435.02
Title: Studio to Transmitter Link equipment (STL) Description: 2 Audio Codec "Tieline Bridg-IT", 2 5GHz data links "Ubiquiti Rocket M5" with dish and cover, 2 11GHz data links "Ubiquiti AF11-FX" with dish and cover, misc. hardware, wiring	6,500.00		6,500.00
Title: Solar Power System for STL Description: 2 250W solar panels, (2 panels panel mount rack, charge controller, lockbox for batteries already donated), 10 year life 48V battery set, misc. hardware	4,400.00		4,400.00
Title: Portable satellite phone Description: Iridium Extreme 9575, including to go kit, activation fee, 1 year subscription fee includes 10 minutes call time per month	2,500.00		2,500.00
<b>Total Other Costs:</b>	<b>36,544.17</b>		<b>36,544.17</b>
<b>Totals:</b>	<b>60,144.17</b>	<b>15,800.00</b>	<b>44,344.17</b>
<b>Total Measure Z Request</b>			<b>44,344.17</b>

**EXHIBIT B**  
**QUARTERLY AND FINAL SUMMARY REPORT**  
 REDWOOD COMMUNITY RADIO, INC.  
 Fiscal Year 2019-2020

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. KMUD 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. SUBMISSION OF REPORTS:

All reports should be emailed to [cao@co.humboldt.ca.us](mailto:cao@co.humboldt.ca.us) 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**  
REDWOOD COMMUNITY RADIO, INC.  
Fiscal Year 2019-2020  
**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.
- 2. How many people have been served and how?
- 3. Who has benefited from the enhanced services?
- 4. What difference did Measure Z funding make in our community and for the population you are serving? Please quantify the short-term impact of your project for the current year. *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.*
- 5. Please quantify the long-term impacts of your project. This would be for the entire time period that Measure Z has funded your project.
- 6. 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**  
**REDWOOD COMMUNITY RADIO, INC.**  
Fiscal Year 2019-2020

1. DUE DATES:

KMUD will post Measure Z updates on KMUD-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 KMUD will post Measure Z updates: Social Media (*i.e., Facebook*) Account Name (*i.e., County of Humboldt – Government*)

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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, KMUD’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
<b>A. Personnel Costs</b>			
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:			
<b>Total Personnel:</b>		<b>0.00</b>	<b>0.00</b>
<b>B. Operational Costs (Rent, Utilities, Phones, etc.)</b>			
Title: Residential Treatment Description: 48 people served at rate of \$125 per day x 30 days			
Title: Dedox Treatment Description: 60 people served at rate of \$175 per day x 7 days			
Title: Continued treatment for current clients Description: 41 people to continue treatment			
Title: Description:			
<b>Total Operating Costs:</b>		<b>0</b>	<b>0</b>
<b>C. Consumables/Supplies (Supplies and Consumables should be separate)</b>			
Title: Description:			
Title: Description:			
Title: Description:			
Title: Description:			
<b>Total Consumable/Supplies:</b>		<b>0</b>	<b>0</b>

ATTACHMENT II - EXHIBIT E

Budget

Agency Name

Invoice Date: \_\_\_\_\_

Invoice # MZ- \_\_\_\_\_

Invoice Period: \_\_\_\_\_

Descriptions	Amounts	Approved Budget	Remaining Balance
<b>D. Transportation/Travel (Local and Out-of-County should be separate)</b>			
Title:			
Description:			_____
Title:			
Description:			_____
Title:			
Description:			_____
<b>Total Transportation/Travel Costs:</b>		<b>0</b>	<b>0</b>
<b>E. Fixed Assets</b>			
Title:			
Description:			_____
Title:			
Description:			_____
<b>Total Other Costs:</b>		<b>0</b>	<b>0</b>
<b>Invoice Total:</b>		<b>0.00</b>	

# ATTACHMENT II - EXHIBIT F

## Measure Z - Invoice

<b>Agency Name</b> <b>Coordinator/Contact</b> <b>Address</b> <b>Phone</b>
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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	
		<b>\$0.00</b>

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