

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF HUMBOLDT
AND
CITY OF FORTUNA
FOR FISCAL YEAR 2018-2019**

This Memorandum of Understanding (“MOU”), entered into this 4 day of December, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and the City of Fortuna, 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 16, 2018, CITY submitted a Measure Z application to the Citizens’ Advisory Committee requesting an allocation in the amount of One Hundred Seventy-One Thousand One Hundred Seventy-Four Dollars (\$171,174.00) for the purpose of paying the costs and expenses associated with assigning one (1) full-time equivalent police officer to the Humboldt County Drug Task Force, which is attached hereto as Exhibit A – Applications for Measure Z Funding – and incorporated herein by reference; and

WHEREAS, on February 16, 2018, CITY submitted an additional Measure Z application to the Citizens’ Advisory Committee requesting an allocation in the amount of One Hundred Seventy-Four Thousand One Hundred Seventy-Four Dollars (\$174,174.00) for the purpose of paying the costs and expenses associated with assigning one (1) full-time equivalent school resource officer to the elementary and high schools located within the Eel River Valley area of Humboldt County, which is also attached hereto as Exhibit A – Applications for Measure Z Funding – and incorporated herein by reference; and

WHEREAS, on June 26, 2018, the Humboldt County Board of Supervisors approved the Measure Z applications submitted by CITY in the amount of Two Hundred Seventy-Three Thousand Three Hundred Forty-Eight Dollars (\$273,348.00) through June 30, 2019.

WHEREAS, COUNTY and CITY 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:

- A. Payment for Drug Enforcement Services. COUNTY will provide CITY with an amount not to exceed One Hundred Thirty-Six Thousand Six Hundred Seventy-Four Dollars (\$136,674.00) for the purpose of paying the costs and expenses associated with assigning one (1) full-time equivalent police officer to the Humboldt County Drug Task Force.
- B. Payment for Truancy and School Safety Services. COUNTY will provide CITY with an amount not to exceed One Hundred Thirty-Six Thousand Six Hundred Seventy-Four Dollars (\$136,674.00) for the purpose of paying the costs and expenses associated with assigning one (1) full-time equivalent school resource officer to the elementary and high schools located within the Eel River Valley area of Humboldt County.

2. CITY OBLIGATIONS:

- A. Drug Enforcement Services. CITY will continue to assign one (1) full-time equivalent police officer to the Humboldt County Drug Task Force to assist in drug enforcement operations throughout Humboldt County.
- B. Truancy and School Safety Services. CITY will continue to assign one (1) full-time equivalent school resource officer to the elementary and high schools located within the Eel River Valley area of Humboldt County to assist with truancy and school safety.
- C. 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.
- D. 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.
- E. 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, 2018 and shall remain in full force and effect until June 30, 2019, unless sooner terminated as provided herein.

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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 costs and expenses incurred 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 costs and expenses incurred pursuant to the terms and conditions of this MOU is Two Hundred Seventy-Three Thousand Three Hundred Forty-Eight Dollars (\$273,348.00). CITY 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. 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 Costs and Expenses. Any additional costs and expenses not otherwise provided for herein shall not be incurred 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 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. CITY shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination date of this MOU. Payment for the costs and expenses

incurred 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 Fortuna
Attention: Merritt Perry, Interim City Manager
621 Eleventh Street
Fortuna, California 95540

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 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 CITY, 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. 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 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 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 ("CMLA"); 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 CMLA 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, 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 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 Executive 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 Sections 8101, et seq. 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:

By executing this MOU, CITY certifies 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. 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.

14. 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.

15. 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, and 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 and 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, 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 CITY. 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 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. CITY's failure to comply with any provisions of this MOU shall not affect the 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 any other available remedies, take out the necessary insurance and 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 Fortuna
Attention: Merritt Perry, Interim City Manager
621 Eleventh Street
Fortuna, California 95540

16. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CITY agrees to comply with any and all local, state and federal laws, regulations and standards applicable to its 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 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. 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.

21. 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.

22. 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.

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 this MOU is terminated, 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. SUBCONTRACTS:

CITY 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. CITY shall remain legally responsible for the performance of all terms and conditions of this MOU, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

30. 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 14 – 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.

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, 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.

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.


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36. 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.

IN WITNESS WHEREOF, the parties hereto have entered into this MOU as of the first date written above.

CITY OF FORTUNA:

By: 

Date: 10-16-18

Name: Merritt Perry

Title: Interim City Manager


COUNTY OF HUMBOLDT:

By: 

Date: 12/4/18

Ryan Sundberg
Chair, Humboldt County Board of Supervisors

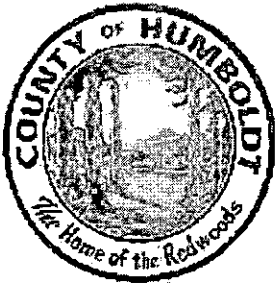
INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 11/20/18

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 16 2018
CAO

Agency Name: Fortuna Police Department
Mailing Address: 621 11th Street, Fortuna, CA 95540
Contact Person: Bill Dobberstein Title: Police Chief
Telephone: 707/ 725-1431 E-mail address: bdobberstein@ci.fortuna.ca.us

1. AMOUNT OF *MEASURE Z* FUNDING REQUESTED FOR FY 2018-19: \$174,174
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.

Provision of public safety for the Eel River Valley and the Fortuna Police Department for maintaining current *Measure Z* funding for a Fortuna Police Officer assigned as a School Resource Officer.

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?

We understand that this funding has a sunset clause and *Measure Z* funding beyond 2020 is unclear. The City of Fortuna is actively working on several revenue enhancing strategies, to include City fee increases, staff restructuring and continuing to build and solidify sales tax revenue by making Fortuna an attractive venue to locate or re-locate businesses.

5. If this request is for the continuation, or expansion, of an existing program/service, what is the current source of funding for that program/service?

This request is for the use of Measure Z funding to provide funding for salary, benefits and equipment costs associated with the Fortuna Police Officer assigned as a School Resource Officer to serve all High Schools and Elementary Schools within the Eel River Valley.

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

The grant request will continue funding of one full time police officer assigned as a School Resource Officer. The City General Fund will be leveraged for management, benefits, equipment, etc. to support the position.

The addition of sworn police officer position assigned as an SRO will allow the FPD will be in better position to obtain various, local, state and federal grant funding for monies associated with youth programs and activities.

7. Will this proposal require new or expanded activity on the part of another entity to be fully functional and effective? If so, please describe.

No

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 FY 15-16, please provide the results of implementation. (*one page maximum*)

Program Budget: Use budget form provided

I declare under penalty of perjury under the laws of the State of California that the above statements and all attachments are true and correct

DATE: 2/16/2018

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.

CITIZEN'S ADVISORY COMMITTEE ON *MEASURE Z* EXPENDITURES

Attachment 1

City of Fortuna Police Proposal Narrative:

The Fortuna Police Department is very proud of the working relationships we have fostered with many county agencies. The Fortuna Police Department works very closely with the Humboldt County Sheriff's Department, Humboldt County District Attorney's Office, Mental Health, County Probation and many other county agencies.

Upon inception of Measure Z the City Finance Department estimated that Measure Z would generate roughly \$800,000 to \$1,000,000 per year within the City Limits of Fortuna. The City of Fortuna is the fastest growing incorporated city in Humboldt County and the police department has seen the total number of calls for service almost double in the past twelve years, from roughly 11,000 CFS in 2005 to nearly 22,000 CFS in 2017. With a city population of nearly 13,000, the City of Fortuna serves as the "hub" of the Eel River Valley as the major shopping and business center for the area.

Currently the FPD has a sworn Police Officer assigned as a full-time School Resource Officer, funded by Measure Z. This position serves as a resource for all of the high schools and elementary schools in the Eel River Valley and is based out of Fortuna Union High School, where FUHS has provided office space. Currently the FUHS district has approximately 1,000 students attending FUHS and East High School. The FUHS district services an area approximately 100 square miles, which includes the communities of Fortuna, Rio Dell, Scotia, Loleta, Hydesville, Bridgeville and Carlotta. The six Elementary and Middle schools in the City of Fortuna have a student population of 1,418, the Rio Dell School District has a student population of 600, Scotia has 197 students, Hydesville has 189 students, Cuddyback Elementary in Carlotta has 142 students and Loleta Elementary has 102 students. The Ferndale Unified School District which encompasses Ferndale High School and Ferndale Elementary School services 505 students. All together our SRO provides services for 4,153 students in the ERV.

In July 2017, The Fortuna Police Department selected Officer Lindsey Frank as the Measure Z funded School Resource Officer for the Eel River Valley (ERV). SRO Frank has attended specialized training and has made outreach to every Elementary, Middle and High School in the ERV. As the school year started, SRO Frank endeavored on an assessment process on how to provide the best services to all of the schools and took an approach that is custom fit to each school. Officer Frank has attended PTA meetings, School Board meetings and has met with Teachers, Administrators and Staff to gain the needed familiarity of each school to best function as an SRO. The response from all of the schools in the ERV has been overwhelming in their appreciation and support of SRO Frank and the FPD hears regularly that she is making a difference in the lives of students.

SRO Frank has accomplished a great deal in the first 7 months after assuming the SRO position as will be highlighted in **Attachment #2 *Prior year Results***. SRO Frank has become a "go to" resource for all ERV schools and is truly a mentor to all students from grades K to 12. From being present daily in the schools, attending school events, starting new educational programs, parental assistance programs, making schools safer by providing an armed uniformed presence, drug intervention and enforcement and conflict counselling, Measure Z funding for this position as absolutely made a huge positive difference in the lives of youth in the ERV.

The cost to continue to provide this sworn police officer as the ERV School Resource Officer with salary, benefits and outfitting, is approximately \$174,174 per year. The Fortuna Police Department hopes to keep this vital position in place and looks forward to continuing this relationship with the County and Measure Z, making all of Humboldt County a safer and better place to live, work and enjoy.

CITIZEN'S ADVISORY COMMITTEE ON MEASURE Z EXPENDITURES

Attachment 2

City of Fortuna Police Proposal Prior Year Results:

The Fortuna Police Department was very fortunate to receive funding through Measure Z for fiscal year 2017 / 2018. Measure Z funding was provided to the City of Fortuna to assign a sworn police officer as a School Resource Officer for the Eel River Valley, which encompasses over 100 square miles. With Measure Z funding, a Fortuna Police Officer has been assigned as an SRO since July 8, 2017.

Once approved by the Humboldt County Board of Supervisors, the Fortuna Police Department initiated an intensive selection process to select the best candidate for the position of School Resource Officer, which resulted in Officer Lindsey Frank being selected for the position. In July 2017, Officer Frank attended a week long National Association of School Resource Officer's training in Dublin, CA and in October 2017 she attended a week long Peace Officer's Standards and Training (POST) School Resource Officer training in Sacramento.

As the school year began, SRO Frank provided outreach to all of the schools in the Eel River Valley, had meetings with Teachers and Administrators to conduct an assessment on each schools needs and how to deliver the best service to every school.

SRO Frank has embraced the role of being a mentor to our youth; an example of this is early in the school year she mentored a Fortuna High School Student with a "Change the World" project in which she assisted the student with a student project on breaking barriers between young people and law enforcement and highlighted the positive impact law enforcement has in our communities. SRO Frank has worked with the South Fortuna Elementary School PTA to fundraise and purchase each student a "trick or Treat" bag that was brightly colored and greatly improved visibility and had Halloween Safety tips and a picture of a jack-o-lantern police officer.

In the past year, our SRO has been active in the Student Attendance Review Board, focusing on truancy issues and conducting home visits of offending youth. SRO Frank has also worked with Hydesville Elementary and Loleta Elementary on attendance issues in those schools. SRO Frank has taken the lead on implementing the "Parent Project", which has given parents the tools to deal with unruly student behavior in the home and at school. SRO Frank is currently teaching classes from K to 12 on issues of Street Safety, School Safety, Drugs, Anti-Bullying and the effects of alcohol and drugs use in teens.

In late 2017 an inmate escaped from a work crew near Ferndale High School, SRO Frank went to Ferndale High and initiated a REAL lockdown of campus, kept everyone calm and safe. SRO Frank is currently organizing training for active shooter training and is coordinating with local law enforcement, sheriff's office, fire and EMS on conducting drills together.

In 2017 the FPD responded to 589 calls for service at a Fortuna schools. The majority of these calls were handled by SRO Frank. SRO Frank has identified, investigated and arrested students selling drugs. She provides an armed uniformed police presence in ERV schools but is also approachable, a mentor, counsellor and role model to students and youth. She is present at most school sporting events and assemblies and interacts with students on a daily basis.

SRO Frank is a serving as a guiding force for our youth, knocking down barriers and negative perceptions of law enforcement and creating a safe environment for the students in the ERV. It is vital to the entire Eel River Valley that this position continue into the future.



ATTACHMENT 3 - EXHIBIT A
Fortuna Police Department
 2018/19 Budget

2/13/18

Descriptions	Amounts	Approved B	Remaining Balance	
A. Personnel Costs				
Title: School Resource Officer Salary and Benefits Calculation: Hourly Rate: \$33.01 (Includes Holiday pay)	68,678			
Duties Description:				
Title: Salary and Benefits Calculation: Overtime	15,000			
Duties Description:				
Title: Salary and Benefits Calculation: Benefits- Health & Welfare, Retirement, Workers' Compensation	67,996			
Duties Description:				
Title: Salary and Benefits Calculation:			0.00	
Duties Description:				
Total Personnel:		151,674	0	0.00
B. Operational Costs (Rent, Utilities, Phones, etc.)				
Title: Rent, Utilities, Phones, etc				
Description: Occupany and Overhead Costs	12,500			
Title: Training Costs				
Description: Mandated POST training	2,500	0	0.00	
Title: Speclat Expense				
Description:		0	0.00	
Title:				
Description:				
Total Operating Costs:		15,000	0	0.00
C. Consumables/Supplies (Supplies and Consumables should be separate)				
Title: Supplies				
Description: General Office Supplies - Paper, files, etc.	5,000	0		
Title: Vehicle Fuel				
Description:			0.00	
Title:				
Description:				



**ATTACHMENT 3 - EXHIBIT A
Fortuna Police Department
2018/19 Budget**

2/13/18

Descriptions	Amounts	Approved B	Remaining Balance
Title:			
Description:			
Total Consumable/Supplies:			
	5,000	0	0.00
D. Transportation/Travel (Local and Out-of-County should be separate)			
Title: Travel	2,500		0.00
Description: Travel Costs related to training for SRO Officer	0	0	0.00
Title:			
Description:			
Title:			
Description:			
Total Transportation/Travel Costs:			
	2,500	2,500	0.00
E. Fixed Assets			
Title: Vehicle			
Description:			0.00
Title:			
Description:	0		
Total Other Costs:			
	0	0	0.00
Budget Total:			
	174,174	0	\$0.00

EXHIBIT B
QUARTERLY AND FINAL SUMMARY REPORT
City of Fortuna
Fiscal Year 2018-2019

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 Fortuna
Fiscal Year 2018-2019



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

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
City of Fortuna
Fiscal Year 2018-2019

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

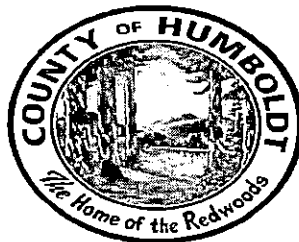
I certify that the information provided above is, to the best of my knowledge, complete and accurate; the expenditures are in accordance with the approved Agreement cited for services provided under the provision of that agreement. Full justification and backup records for the expenditures are maintained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



_____ Date

_____ Date

(707) 445-7266



CALIFORNIA JOINT POWERS RISK MANAGEMENT AUTHORITY

Accredited with Excellence from the California Association of Joint Powers Authorities

CERTIFICATE OF COVERAGE

Certificate Holder and

Additional Covered Party:

County of Humboldt, and its agents, officers, officials, employees and volunteers.
825 Fifth St., Room 131
Eureka, CA 95501
Attn: Risk Management

This certifies that the coverage

Described herein has been issued to: City of Fortuna

Description of Activity: MOU through Measure Z, that the County of Humboldt will provide the City of Fortuna by paying costs and expenses associated with assigning (1) one full-time equivalent employee (FTE) police officer, and (1) FTE school resource officer to elementary and high schools located within Eel River Valley area of Humboldt County for Drug Enforcement Services, Truancy and School Safety Services.

Date(s) of Activity: 07-01-2018 to 06-30-2019

Location of Activity: Elementary and High Schools within Eel River Area, Humboldt County, CA

Entity Providing Coverage	Excess Coverage	Certificate Expiration Date
California Joint Powers Risk Management Authority	\$1,500,000 excess of \$ 500,000	July 01, 2019

The following coverage is in effect and is provided through participation in a risk sharing joint powers authority: general liability and automobile liability pooled self-insurance, as defined in the Memorandum of Coverage on file with the entity and which will be made available upon request.

The coverage being provided is limited to the activity and the time period indicated herein and is subject to all the terms, conditions and exclusions of the Memorandum of Coverage of the California Joint Powers Risk Management Authority.

Pursuant to Section II, subsection 8, relating to the definition of a covered party, the certificate holder named herein is only an additional covered party for covered claims arising out of the activity described herein and is subject to the limits stated herein.

Coverage is in effect at this time and will not be cancelled, limited or allowed to expire at a date other than that indicated herein except upon 30 days written notice to the certificate holder.

10-18-2018

Date

Authorized Signature

David J. Clovis, ARM, General Manager
Name and Title (Print or type)

Certificate Number: FORM140420

Form C