



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-10

For the meeting of: August 18, 2015

Date: July 29, 2015

To: Board of Supervisors

From: Phillip Smith-Hanes, County Administrative Officer *PSH*

Subject: Measure Z Contracts

RECOMMENDATION(S):

That the Board of Supervisors:

1. Authorizes the Chair of the Board to execute memorandum of understanding agreements with the Humboldt County Fire Chief's Association, City of Rio Dell and Area 1 Agency on Aging for Measure Z funding, a local half-cent sales tax; and
2. Directs the Clerk of the Board to return two copies of all of the agreements to the County Administrative Office for processing.

SOURCE OF FUNDING: General Fund – Measure Z

DISCUSSION:

In November of 2014 the citizens of Humboldt County approved a half-cent local sales and use tax. After the passing of this tax, your Board created the Citizens' Advisory Committee on Measure Z expenditures.

Prepared by Amy S. Nilsen

CAO Approval *Cheryl Dillingham*

REVIEW:

Auditor *MSH*

County Counsel *PSH*

Human Resources

Other

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Lovell* Seconded by Supervisor *Sundberg*

Ayes *Sundberg, Lovell, Fennell, Bohn, Bass*
Nays
Abstain
Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *Aug. 18, 2015*
By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

This committee was created to make recommendations to your Board on how these funds should be spent. In May of 2014 the committee made recommendations to the County Administrative Office on the use of these funds. The CAO included these recommendation in the fiscal year 2015-16 proposed budget that was before your Board on June 2, 2015. Your Board adopted the fiscal year 2015-16 budget on June 23, 2015 with some changes to the committee's recommendations.

Now that the Measure Z allocations have been finalized for fiscal year 2015-16 the final step in the allocation of these funds is to approve contracts with outside entities. Before your Board today are memorandum of understanding agreements from the Humboldt County Fire Chief's Association, City of Rio Dell and Area 1 Agency on Aging.

The Humboldt County Fire Chief's Association contract is from July 1, 2015 to June 30, 2016 with a maximum compensation amount of \$2,234,735 for the purchase of equipment such as breathing apparatus and protective clothing, dispatch and dispatch fees and planning efforts to address fire-related district boundaries.

The City of Rio Dell's contract is from July 1, 2015 to June 30, 2016 with a maximum compensation amount of \$35,369 for clerical support in the city's police department to support law enforcement, nuisance abatement and code enforcement.

The Area 1 Agency on Aging contract is from July 1, 2015 to June 30, 2015 with a maximum compensation amount of \$10,452 for the purpose of an Elder Ombudsman to advocate for residents in long-term care settings and investigate allegations of elder abuse and neglect.

All contracts will be on a reimbursement basis. All contractors will submit quarterly invoices to the County Administrative Office along with a quarterly report in order to receive payment. In addition, each contractor will provide an annual report.

These contracts come to your Board after the effective date due to the fiscal year 2015-16 budget, which included final Measure Z allocations, being adopted on June 23, 2015.

FINANCIAL IMPACT:

The total allocation of Measure Z dollars related to these contracts is \$2,280,556. This includes \$2,234,735 for the Humboldt County Fire Chief's Association, \$35,569 for the City of Rio Dell and \$10,452 for Area 1 Agency on Aging. These contract amounts are consistent with the amounts adopted in the fiscal year 2015-16 budget.

This agenda item supports the Board's Strategic Framework by enforcing laws and regulations to protect residents, creating opportunities for improved health and safety and protecting vulnerable populations.

OTHER AGENCY INVOLVEMENT:

Humboldt County Fire Chief's Association
City of Rio Dell
Area 1 Agency on Aging

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the contracts. This is not recommended as this will leave these outside agencies without any way to receive Board approved allocation of Measure Z funds.

ATTACHMENTS:

1. Humboldt County Fire Chief's Association Measure Z Memorandum of Understanding
2. City of Rio Dell's Measure Z Memorandum of Understanding
3. Area 1 Agency on Aging Memorandum of Understanding

Attachment 1:

Humboldt County Fire Chief's Association Measure Z Contract

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF HUMBOLDT
AND
HUMBOLDT COUNTY FIRE CHIEF'S ASSOCIATION**

This Memorandum of Understanding (MOU), entered into this 18th day of August, 2015, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Humboldt County Fire Chief's Association, a non-profit corporation, hereinafter referred to as "HCFCA," is made upon the following considerations:

RECITALS:

WHEREAS, Government Code Section 26227 provides that the Board of Supervisors ("Board") of any county may appropriate and expend money from the general fund of the county to fund programs deemed by the Board 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 half-cent local sales and use tax measure on the November 2014 ballot to maintain and improve essential services, and the local measure, known as Measure Z, passed; and

WHEREAS, COUNTY has additional funding from Measure Z to maintain and improve essential services, such as 24-hour sheriff's patrols; 9-1-1 emergency response; crime investigation/prosecution; drug/illegal marijuana growhouse enforcement prevention; services for abused children/mentally ill; rural fire protection, road repairs; and other county services; and

WHEREAS, COUNTY created a nine member Citizens Advisory Committee to review Measure Z funding applications and make recommendations; and

WHEREAS, HCFCA submitted a Measure Z application (Attachment II) requesting an allocation in the amount of Two Million Six Hundred and Twenty Nine Thousand and Ninety Nine dollars and Fifty Eight cents (\$2,629,099.58) for the purchase of equipment such as breathing apparatus and protective clothing, dispatch and dispatch fees and planning efforts to address fire-related district boundaries; and

WHEREAS, COUNTY wishes to fund HCFCA Measure Z request in the amount of Two Million Two Hundred and Thirty Four Thousand and Seven Hundred and Thirty Five dollars (\$2,234,735) through June 30, 2016.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, it is hereby understood and agreed by and between the Parties hereto as follows:

1. COUNTY OBLIGATIONS:

- A. COUNTY will provide HCFCA an amount not to exceed Two Million Two Hundred and Thirty Four Thousand and Seven Hundred and Thirty Five dollars (\$2,234,735) of Measure Z for the

purchase of equipment such as breathing apparatus and protective clothing, dispatch and dispatch fees and planning efforts to address fire-related district boundaries.

- B. COUNTY will directly pay vendors for the purchase of equipment such as breathing apparatus and protective clothing upon receipt of an invoice and proof of either sole source or informal bid process.
- C. All equipment and fixed assets purchased through this agreement are not the property of the COUNTY.
- D. COUNTY will directly pay dispatch fees to State of California Department of Forestry and Fire Protection upon receipt of an approved invoice from HCFCA.
- E. COUNTY will directly pay for planning efforts received from COUNTY Public Works Natural Resources to address fire-related district boundaries upon receipt of an approved invoice(s) from HCFCA.
- F. COUNTY shall provide to HCFCA suggested language for all press releases and a Measure Z logo.

2. HCFCA OBLIGATIONS:

- A. HCFCA will conduct an informal bid process or identify proof of sole source for all equipment related purchases.
- B. HCFCA will submit an invoice and proof of either informal bid process or sole source to the COUNTY for payment of invoice.
- C. HCFCA will provide verification to the COUNTY on which volunteer and fire districts received equipment related purchases.
- D. All equipment and fixed assets purchased through this agreement are the responsibility of the HCFCA.
- E. HCFCA will provide an approved invoice(s) to COUNTY for State of California Department of Forestry and Fire Protection dispatch fees.
- F. HCFCA will provide approved invoice(s) to COUNTY for COUNTY Public Works Natural Resources planning efforts to address fire-related district boundaries.
- G. HCFCA will provide quarterly reports to COUNTY as detailed in Attachment 1.
- H. HCFCA will provide a final summary report to COUNTY as detailed in Attachment 1.
- I. HCFCA 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, 2015 shall remain in full force and effect until June 30, 2016, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, HCFCFA fails to adequately perform the services required 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. This MOU may be terminated by COUNTY without cause upon thirty (30) days advance written notice. 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 a local sales and use tax known as Measure Z. In the event such funding is terminated or reduced, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide HCFCFA seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.
- D. Compensation. In the event of any termination of this MOU, HCFCFA shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this MOU by HCFCFA.

5. COMPENSATION:

The maximum amount payable by COUNTY under this MOU is Two Million Two Hundred and Thirty Four Thousand and Seven Hundred and Thirty Five dollars (\$2,234,735). HCFCFA agrees to perform all services required by this MOU for an amount not to exceed such maximum dollar amount.

6. PAYMENT:

HCFCFA shall submit to COUNTY invoices for payment. Invoices shall be in a format approved by, and shall include backup documentation as specified by the Humboldt County Administrative Officer ("CAO") and the Humboldt County Auditor-Controller. HCFCFA shall submit a final undisputed invoice for payment no more than thirty (30) days following the expiration or termination date of this MOU.

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
Attn: Phillip Smith-Hanes, CAO
825 Fifth Street, Room 112
Eureka, CA 95501-1153

HCFCA: Humboldt County Fire Chief's Association
C/O: Humboldt Bay Fire
Att: Jeff Robison
533 C Street
Eureka, CA 95501

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. HCFCA agrees to timely prepare accurate and complete financial, performance and payroll records, and to maintain and preserve said records for at least five (5) years from the date of final payment under this MOU, 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. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed.
- B. Inspection of Records. All records referenced by this section shall be made available during normal business hours to inspection, audit and reproduction by any duly authorized agent of the COUNTY. HCFCA further agrees to allow interviews of any of its officers of HCFCA who might reasonably have information related to such records by any duly authorized agents of the COUNTY. All examinations and audits conducted under this section 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, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because HCFCA's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

HCFCA agrees that COUNTY has the right to monitor all activities related to this MOU, including the right to review and monitor HCFCA's records, programs or procedures, at any time, as well as the overall operation of HCFCA's programs in order to ensure compliance with the terms and conditions of this MOU. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by HCFCA pursuant to the terms of this MOU.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, HCFCA may receive information that is confidential under local, state or federal law. HCFCA hereby agrees to

protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act ("CMIA"); the federal Health Information Technology for Economic and Clinical Health Act, ("HITECH Act"); the federal 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 federal and state confidentiality laws are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

11. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, HCFCA shall not 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 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, or any other classifications protected by local, state and federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. HCFCA further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and federal laws and

regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

13. INDEMNIFICATION:

HCFCA 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 fees and other costs of litigation, arising out of, or in connection with, HCFCA's performance of, or failure to comply with, any of the obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

14. INSURANCE REQUIREMENTS:

This MOU shall not be executed by COUNTY, and HCFCA 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 HCFCA's indemnification obligations provided for herein, HCFCA shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the period of this MOU and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in 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 HCFCA, its agents, officers, directors, employees, licensees, invitees, 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 One Million Dollars (\$1,000,000) per occurrence for any one 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 not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of HCFCA. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "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 HCFCA 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 insured shall not operate to impair the rights of one 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 insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this MOU, HCFCA's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to HCFCA's insurance and will not be used to contribute therewith.
5. Any failure to comply with the provisions of this MOU, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
6. HCFCA 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) shall be disclosed to and approved by COUNTY. If HCFCA does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this MOU, take out the necessary insurance, and HCFCA agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to HCFCA 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 HCFCA shall be required to purchase additional coverage to meet the above 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
Attn: Risk Management
825 5th Street, Room 131
Eureka, California 95501

HCFCA: Humboldt County Fire Chief's Association
C/O Humboldt Bay Fire
Att: Jeff Robison
533 C Street
Eureka, CA 95501

15. RELATIONSHIP OF PARTIES:

It is understood that this is an MOU by and between two independent contractors 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 HCFCA 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.

16. COMPLIANCE WITH LAWS:

HCFCA agrees to comply with all applicable local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act. HCFCA further agrees to comply with all applicable local, state and federal licensure and certification requirements.

17. 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.

18. ASSIGNMENT:

HCFCA shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by HCFCA 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 HCFCA to obtain supplies, technical support or professional services.

19. 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 assigns.

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 HCFCFA. 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 HCFCFA shall promptly refund, any funds disbursed to HCFCFA, which in the judgment of COUNTY were not expended in accordance with the terms of this MOU.

21. 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.

22. AMENDMENT:

No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.

23. STANDARD OF PRACTICE:

HCFCFA warrants that HCFCFA has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. HCFCFA's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

24. 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 HCFCFA shall become the property of COUNTY. However, HCFCFA may retain copies of such documents and information for its records. In the event of termination of this MOU, for any reason whatsoever, HCFCFA shall promptly turn over all information, writings and documents to COUNTY without exception or reservation.

25. 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.

26. 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 (television, radio, newspapers and internet). HCFCFA 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 County Administrative Officer.

27. SUBCONTRACTS:

HCFCFA shall obtain prior written approval from COUNTY before subcontracting any of the services to be delivered hereunder. Any and all subcontracts will be subject to all applicable provisions of this MOU. HCFCFA 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.

28. 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 party on the basis that the other party prepared it.

29. FORCE MAJEURE:

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

30. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements of the parties.

31. 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 have entered into this MOU as of the date written above.

HUMBOLDT COUNTY FIRE CHIEF'S ASSOCIATION

By: Ken Woods

Date: 7/17/15

Name: Ken Woods

Title: President

By: Jeff Robison

Date: 7-17-15

Name: Jeff Robison

Title: Vice President

COUNTY OF HUMBOLDT

By: Estelle Fennell

Estelle Fennell
Chair Board of Supervisors

Date: 8/18/2015

May 11, 2015

Fire Chiefs Association of Humboldt
Commercial Package

COMPANY: McNeil Ins Co
TERM: June 1, 2015 to June 1, 2016
PREMIUM: \$ 1,280.77 Premium

Total Premium: \$ 1,280.77

Payment Terms: Payment in full

Coverage Part: Property
Location 1: 324 Alderpoint Rd, Garberville, CA 95542

General Liability Coverage:

\$10,000,000 General Aggregate Limit
\$10,000,000 Products/Completed Operations Limit
\$1,000,000 Personal & Advertising Injury
\$1,000,000 Each Occurrence
\$1,000,000 Damage to Premises Rented to You
\$5,000 Medical Expense

Umbrella Liability:

\$8,000,000 Aggregate
\$4,000,000 Each Occurrence
\$4,000,000 Personal & Advertising Injury

Crime Coverage:

\$25,000 Employee Theft (Includes all employee, volunteers, board members & treasurers)
\$0 Deductible
\$10,000 Credit Card Forgery
\$250 Deductible

Schedule of Property:

Vehicle 1: Charmark Trailer \$5,000



GENERAL INFORMATION

Date of survey: _____ Renewal Date: June 1, 2015 Date proposal needed: _____

Legal Name of Organization: California Fire Companies & Districts
(Include all organizations that are to be included as insureds including Fire Districts, Fire Companies, Rescue Squads and Auxiliaries)

FEIN: _____

Mailing Address: 380 S Melrose Dre Ste 414, Vista, CA 92084

County: _____

Website Address: _____ Phone #: 760-729-1143

Chief: _____ Phone #: _____ E-Mail: _____

Training Officer: _____ Phone #: _____ E-Mail: _____

Inspection Contact: _____ Phone #: _____ E-Mail: _____

Population served on a first-call basis: _____ Years in operation: _____

If a municipal (city, town, village) department, is the organization a separate legal entity? ☐ Yes ☐ No

INSURANCE AGENT INFORMATION

Producer: Steve Tague CSR or Other Contact Eric Dirk

Name of Agency: Tague Insurance Agency

Address: 380 S Melrose Dre Ste 414, Vista, CA 92084

Telephone: 760-729-1143 Fax: 760-729-8617 E-mail address: ericd@tagueins.com

Is the account Sub-Brokered? ☐ Yes ☐ No

If yes, please indicate Agency Name and Address: _____

OPERATIONS

Employees/Volunteers

_____ Total number of career personnel _____ Total number of emergency service volunteers

Calls

Annual Fire calls _____

Annual EMS calls _____

*Emergency Ambulance Calls _____

*Non-Emergency Ambulance Calls _____

*Non-Medical Calls _____

* Definitions:

Emergency – The assignment was dispatched as a true emergency

Non-Emergency – The Assignment was not dispatched as a true emergency

Non-Medical – Any Ambulette and/or Wheelchair transportation

Highest Level of EMS services Provided?

☐ Advanced Life Support ☐ Basic Life Support ☐ Advanced first Aid/CPR Only ☐ First Responder Only ☐ No EMS

Coverage Extensions Included

Building Ordinance or Law

- Contingent Loss to the Undamaged Portion of the Building
- Demolition Cost Coverage With No Sub-Limit
- Increased Cost of Construction With No Sub-Limit

Business Income/Extra Expense

- Actual Loss Sustained; Up to 24 Months
- Applies at Newly Acquired and Constructed Locations
- Applies at Non-Owned Fundraising Locations for up to 30 days
- Includes Increased Time Due to Enforcement of an Ordinance or Law

Computers and Communications Equipment \$250,000

Software, Data and Valuable Papers \$250,000

Equipment Breakdown Coverage Included with No Sub-limit

- Heating and Cooling Systems
- Telephone Systems
- Communication Equipment
- Back-Up Generators
- Miscellaneous Electrical Equipment

Newly Acquired Property \$2,500,000

Up to 180 Days

Outdoor Property \$250,000

- Fences
- Monuments and Memorials
- Paved Surfaces such as Parking Lots and Sidewalks
- Trees, Shrubs, Plants and Lawns (\$10,000 Each)

Property In Transit \$25,000

Property Off Premises \$25,000

Coverage Extensions Included

Uncollected Funds	\$250,000
Pollutant Clean-Up	\$100,000
Debris Removal	\$25,000
Spoilage	\$25,000
Money & Securities	\$25,000
Premises Expanded	1,000 Feet
Outdoor Signs	Included With No Sub-Limit
Fire Extinguishing Equipment.....	Cost to Recharge; No Sub-Limit
Property of Others	Included With No Sub-Limit
Sewer and Drain Back Up.....	Included With No Sub-Limit
Antiquities, Trophies & Awards	Included With No Sub-Limit
Crime Reward	\$25,000
Additional Covered Property	Building & Personal Property Limit Not to Exceed \$500,000
Excavations, Grading, Backfilling or Filling	
Foundations of Buildings, Structures, Machinery or Boilers	
Bulkheads, Pilings, Piers, Wharves or Docks	
Retaining Walls that are not part of a Building	
Underground Pipes, Flues or Drains	
Fungus, Wet Rot, Dry Rot or Bacteria	\$25,000
Lock and Key Replacement	\$10,000
Unintentional Omission of Property	\$100,000
Waived Deductible	Up to \$1,000
Waiver applies to not more than 3 claims across all lines in any one policy term	

Coverages Included

Non-Owned Aircraft & Watercraft

Owned Watercraft less than 35 feet

Contractual Liability

Fund Raising Activities

Host Liquor Liability

Members as Insureds

Includes Physicians acting within the scope of their duties for Insured

Fire and Rescue Service Liability

Emergency Services E&O

Medical Malpractice Liability

Dispatcher's Liability

Medical Director's E&O

Good Samaritan Liability

Emergency Services Liability - Occurrence

Directors and Officers Liability

Spousal Liability

Estates, Heirs & Legal Representatives Liability

Employee Benefits Liability

Employment Related Practices Liability

Unintentional Release of Individually Identifiable Health Information

Outside Directorships

\$50,000 Non-Monetary Relief

Coverages Included

Pollution Liability

On-Premises

Includes Above Ground Fuel Storage Tanks

Off-Premises

\$1,000,000 Sub-Limit for Corrective Action Costs

Injury to Volunteers

Fellow Member Liability

Liquor Legal Liability

\$1,000,000 Each Common Cause Limit

\$3,000,000 Aggregate Limit

Property Damage to Rented Premises (other than fire) \$50,000

Coverages Included

Network Security & Data Breach Liability

Network Security & Data Breach Liability Each Event Limit	\$1,000,000
Network Security & Data Breach Liability Aggregate Limit	\$10,000,000
Network Security & Data Breach Liability Retroactive Date	06/01/2014

Provides liability coverage for third party claims or suits involving:

Disclosure, loss or theft of personally identifiable or confidential corporate information in your care, custody or control which is obtained or released from your computer system

Failure to disclose or warn of the actual or potential disclosure or misappropriation of personally identifiable or confidential corporate information

Violation of any federal, state or local privacy statute addressing disclosure or misappropriation of personally identifiable or confidential corporate information

Transmission of malware from your computer system

A denial of service attack which blocks access to your website or computer system

Coverage applies to events first discovered and reported during the policy period or any extended reporting period.

Privacy Event Mitigation Expense

Privacy Event Mitigation Expense Each Event Limit	\$50,000
Privacy Event Mitigation Expense Aggregate Limit	\$50,000
Privacy Event Mitigation Expense Retroactive Date	06/01/2014

Provides coverage for reasonable and necessary fees and expenses for:

Computer forensic analysis of your computer system to determine the cause and extent of the privacy event

Review of the privacy event by an approved crisis management or legal firm to advise you of the appropriate response

Travel by your directors, executive officers or employees which is done to mitigate the damage of a privacy event

Costs associated with notifying affected parties of the privacy event

Expenses for services, such as credit monitoring, provided to individuals for the purpose of mitigating the effect of a privacy event on them

Coverage applies to events first discovered and reported during the policy period or any extended reporting period.

Limits of Insurance

Combined Single Limit Liability (Symbols: 1, 19)	\$1,000,000
Uninsured Motorists (Symbols: 2)	\$1,000,000
Underinsured Motorists	\$1,000,000
Medical Payments (Symbols: 7)	\$5,000

Deductibles (Single Occurrence)

Emergency Apparatus Deductible	\$500
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Included Coverages

Scheduled Vehicles

Non - Owned Vehicles (Primary Liability Including Member's Autos)

Hired / Borrowed Vehicles

Members as Insureds

Towing and Labor for Vehicles Carrying Physical Damage

No Sub-Limit Within 250 Miles

\$2,500 Beyond 250 Miles

\$0 Glass Deductible for Vehicles Carrying Physical Damage

Fellow Member Liability

Injury To Volunteers

Damage to Non-Owned Buildings You Occupy

Garage Liability

Damage to Customer's Autos \$50,000

Pollution Liability

For Pollutants Used in Emergency Operations

Waived Deductible

Up to \$1,000

Waiver applies to not more than 3 claims across all lines in any one policy term

Applies if previous 2 policy periods with us were loss free

Waived deductible applies in excess of the mandatory minimum deductibles of \$50 for comprehensive and \$100 for collision

Physical Damage Coverage Information

For Agreed Value Vehicles We Pay The Lesser Of:

1. Agreed Value

Constructive Total Loss If Repair Cost Equals 75% Of Agreed Value

2. Actual Replacement Cost

Including The Cost To Update To Current Standards

3. Repair Cost

Including Up To 50% Extra To Update Damaged Parts To Current Standards

Including the Cost to Recertify

For Actual Cash Value Vehicles We Pay:

1. Actual Cash Value

Including The RCV For Special Paint, Decals And Equipment

Including The Cost To Update To Current Standards

Coverage Extensions

Member's Autos

Non-Emergency - Lesser of Member's Deductible, Cost to Repair or ACV

Emergency - Lesser of Cost to Repair or ACV

Rental Reimbursement*

Up to \$10,000 in 90 Day Period

Rental Reimbursement - Member's Auto

Up to \$30 Per Day for 30 Days

\$1,000,000 Substitute Vehicles*

For Up to 6 Months

Adjusted Based on Owner's Policy Provisions if Other Than ACV

\$1,000,000 Newly Acquired Vehicles

For Up to 60 Days

Adjusted Like Vehicles Scheduled with Agreed Value

\$500,000 Hired Vehicles

Adjusted Based on Owner's Policy Provisions if Other Than ACV

\$10,000 Vehicle Debris Removal*

Commandeered and Impounded Vehicles

Primary Coverage

Actual Cash Value or Legal Liability - Whichever is Greater

Adjusted Based on Owner's Policy Provisions if Other Than ACV

Loss of Use and Income

Includes Member's Autos

***Coverage Applies to Vehicles Shown in the Vehicle Schedule with Agreed Value
with the Exception of PPT's**

Limits of Insurance

Valuation	Guaranteed Replacement Cost
Deductible (Single Occurrence)	\$500

Coverage Extensions

Commandeered and Impounded Property

Primary Coverage

Actual Cash Value or Legal Liability - Whichever is Greater

Adjusted Based on Owner's Policy Provisions if Other Than ACV

Loss of Use and Income

Includes Member's ATV's, Watercraft and Snowmobiles

Member's Personal Property

Cost to Repair or Replace

\$0 Deductible

Includes ATV's, Watercraft and Snowmobiles

Patient's Property \$25,000

Computers in Transit \$25,000

Rental Reimbursement \$10,000

Cost to Recertify \$10,000

Permanently Installed Property Off Premises \$100,000

Equipment Breakdown Coverage Included

Deductible Reimbursement - Members Up to \$1,000

Damage to Member's Primary Residence

Responding to, while at or returning from an emergency

Waived Deductible Up to \$1,000

Waiver applies to not more than 3 claims across all lines in any one policy term

Applies if previous 2 policy periods with us were loss free

Excess Over

Automobile Liability

- Fellow Member Liability
- Garage Liability

General Liability

- Non-Owned Aircraft & Watercraft
- Owned Watercraft up to 35 feet
- Contractual Liability
- Host Liquor Liability
- Fellow Member Liability

Emergency Services Liability

- Directors and Officers Liability
- Spousal Liability
- Estates, Heirs & Legal Representatives Liability
- Employee Benefits Liability
- Employment Related Practices Liability
- Unintentional Release of Individually Identifiable Health Information
- Outside Directorships

Pollution Liability

Liquor Liability

Fire and Rescue Service Liability

- Emergency Services E&O
- Medical Malpractice Liability
- Dispatcher's Liability
- Medical Director's E&O
- Good Samaritan Liability

Employer's Liability

Excess coverage is subject to confirmation that minimum limits of \$100,000/\$500,000/\$100,000 are carried and that the employer's liability carrier is rated A- or better.

Attachment 2:

City of Rio Dell's Measure Z Contract

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF HUMBOLDT
AND
CITY OF RIO DELL**

This Memorandum of Understanding (MOU), entered into this 18th day of August, 2015, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the City of RIO DELL, a municipal corporation, hereinafter referred to as "CITY," is made upon the following considerations:

RECITALS:

WHEREAS, Government Code Section 26227 provides that the Board of Supervisors ("Board") of any county may appropriate and expend money from the general fund of the county to fund programs deemed by the Board 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 half-cent local sales and use tax measure on the November 2014 ballot to maintain and improve essential services, and the local measure, known as Measure Z, passed; and

WHEREAS, COUNTY has additional funding from Measure Z to maintain and improve essential services, such as 24-hour sheriff's patrols; 9-1-1 emergency response; crime investigation/prosecution; drug/illegal marijuana growhouse enforcement prevention; services for abused children/mentally ill; rural fire protection, road repairs; and other county services; and

WHEREAS, COUNTY created a nine member Citizens Advisory Committee to review Measure Z funding applications and make recommendations; and

WHEREAS, CITY submitted a Measure Z application (Attachment III) requesting an allocation in the amount of Thirty Five Thousand Five Hundred and Sixty Nine dollars (\$35,569) for a clerical support in the CITY's police department to support law enforcement, nuisance abatement and code enforcement; and

WHEREAS, COUNTY wishes to fund CITY Measure Z request through June 30, 2016.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, it is hereby understood and agreed by and between the Parties hereto as follows:

1. COUNTY OBLIGATIONS:

A. COUNTY will provide CITY an amount not to exceed Thirty Five Thousand Five Hundred and Sixty Nine dollars (\$35,569) of Measure Z funding for clerical support in the CITY's police department to support law enforcement, nuisance abatement and code enforcement.

B. COUNTY shall provide to CITY suggested language for all press releases and a Measure Z logo.

2. CITY OBLIGATIONS:

- A. CITY will assign clerical support to the CITY's police department to support law enforcement, nuisance abatement and code enforcement. CITY's clerical support will result in approximately 24 hours per week of a clerical position that may be divided amongst different CITY personnel and CITY job classifications.
- B. CITY will provide quarterly reports to COUNTY as detailed in Attachment 1.
- C. CITY will provide a final summary report as detailed in Attachment 1.
- D. CITY will submit quarterly itemized invoice through the Budget to the COUNTY as detailed in Attachment II Exhibits A and B.
- E. 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, 2015 shall remain in full force and effect until June 30, 2016, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CITY fails to adequately perform the services required 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. This MOU may be terminated by COUNTY without cause upon thirty (30) days advance written notice. 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 a local sales and use tax known as Measure Z. In the event such funding is terminated or reduced, 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. In the event of any termination of this MOU, CITY shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this MOU by CITY.

5. COMPENSATION:

The maximum amount payable by COUNTY under this MOU is Thirty Five Thousand Five Hundred and Sixty Nine dollars (\$35,569). CITY agrees to perform all services required by this MOU for an amount not to exceed such maximum dollar amount.

6. PAYMENT:

CITY shall submit to COUNTY an itemized invoice quarterly. Invoices shall be in a format approved by, and shall include backup documentation as specified by the Humboldt County Administrative Officer ("CAO") and the Humboldt County Auditor-Controller. CITY shall submit a final undisputed invoice for payment no more than thirty (30) days following the expiration or termination date of this MOU.

The itemized invoices due to the COUNTY shall be submitted in the form of the Budget attached hereto as Attachment II – Exhibit A for itemized costs for activities that are consistent with the Measure Z application submitted by CITY to the Citizens Advisory Committee as of the invoice date, and incorporated as part of this MOU. An itemized invoice form is attached hereto as Attachment II – Exhibit B and incorporated as part of this MOU. Payment for work performed will be made within thirty (30) days after the receipt of approved invoices.

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
Attn: Phillip Smith-Hanes, CAO
825 Fifth Street, Room 112
Eureka, CA 95501-1153

CITY: City of Rio Dell
Attn: Kyle Knopp
675 Wildwood Avenue
Rio Dell, CA 95562

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CITY agrees to timely prepare accurate and complete financial, performance and payroll records, and to maintain and preserve said records for at least five (5) years from the date of final payment under this MOU, 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. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed.

- B. Inspection of Records. All records referenced by this section shall be made available during normal business hours to inspection, audit and reproduction by any duly authorized agent of the COUNTY. CITY further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the COUNTY. All examinations and audits conducted under this section 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, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the 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 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. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CITY pursuant to the terms of this MOU.

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 and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act ("CMIA"); the federal Health Information Technology for Economic and Clinical Health Act, ("HITECH Act"); the federal 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 federal and state confidentiality laws are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

11. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CITY certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CITY is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CITY agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if CITY becomes a Nuclear Weapons Contractor.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, CITY shall not 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 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, or any other classifications protected by local, state and federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CITY further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

13. 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 fees and other costs of litigation, arising out of, or in connection with, CITY's performance of, or failure to comply with, any of the obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

14. INSURANCE REQUIREMENTS:

This MOU shall not be executed by COUNTY, and CITY is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CITY's indemnification obligations provided for herein, CITY shall, and shall require that all subcontractors hereunder, take out

and maintain, throughout the period of this MOU and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in 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, its agents, officers, directors, employees, licensees, invitees, 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) per occurrence for any one 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 not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CITY. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "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 insured shall not operate to impair the rights of one 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 insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this MOU, CITY's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CITY's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this MOU, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
 6. CITY shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this MOU. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to and approved by COUNTY. If CITY does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this MOU, take out the necessary insurance, and CITY agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CITY under this MOU.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CITY shall be required to purchase additional coverage to meet the above 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
Attn: Risk Management
825 5th Street, Room 131
Eureka, California 95501

CITY: City of Rio Dell
Attn: Kyle Knopp
675 Wildwood Avenue
Rio Dell, CA 95562

15. RELATIONSHIP OF PARTIES:

It is understood that this is an MOU by and between two independent contractors 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.

16. COMPLIANCE WITH LAWS:

CITY agrees to comply with all applicable local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act. CITY further agrees to comply with all applicable local, state and federal licensure and certification requirements.

17. 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.

18. ASSIGNMENT:

CITY shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by CITY 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 CITY to obtain supplies, technical support or professional services.

19. 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 assigns.

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 in the judgment of COUNTY were not expended in accordance with the terms of this MOU.

21. 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.

22. AMENDMENT:

No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.

23. STANDARD OF PRACTICE:

CITY warrants that CITY 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. TITLE TO INFORMATION AND DOCUMENTS:

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

25. 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.

26. 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 (television, radio, newspapers and internet). 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 County Administrative Officer.

27. SUBCONTRACTS:

CITY shall obtain prior written approval from COUNTY before subcontracting any of the services to be delivered hereunder. Any and all subcontracts will be subject to all applicable provisions of this MOU. 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.

28. 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 party on the basis that the other party prepared it.

29. FORCE MAJEURE:

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

30. ENTIRE AGREEMENT:

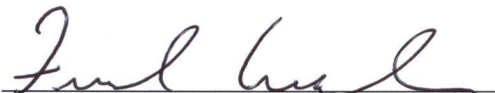
This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements of the parties.

31. 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 have entered into this MOU as of the date written above.

CITY OF RIO DELL

By: 
Frank Wilson
Mayor, City of Rio Dell

Date: 7-27-15

COUNTY OF HUMBOLDT

By: 
Estelle Fennell
Chair Board of Supervisors

Date: 8/18/2015

ATTACHMENT 1
QUARTERLY AND FINAL SUMMARY REPORT

Due dates:

Quarterly reports are due one month after the end of each quarter. Quarterly reports will be based on COUNTY fiscal year quarters. The below 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 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 month after term end

Submission of reports:

All reports should be sent to **the County Administrative Office** at the following addresses:

cao@co.humboldt.ca.us

Or by mail to: County of Humboldt
County Administrative Office, Room 112
825 Fifth Street
Eureka, CA 95501

**ATTACHMENT 1
QUARTERLY AND FINAL SUMMARY REPORT**



**COUNTY OF HUMBOLDT – MEASURE Z
Report Form**

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

Contact Name: _____ **Phone:** _____

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

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

A. Results/Outcomes

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

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

A. Lessons Learned

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



**RESOLUTION NO. 1265-2015 CITY OF RIO DELL
APPROVING THE BILLABLE RATES FOR STAFF TIME
FOR FISCAL YEAR 2015-2016
AND RESCINDING RESOLUTION 1230-2014**

2015-2016 Billable Burdened Rates Resolution No. 1265-2015 Adopted July 7, 2015				
TITLE	HOURLY RATE	BENEFITS	INDIRECT EXPENSE PER LABOR HOUR	HOURLY RATE
City Clerk	28.18	34%	17.12	54.88
City Manager	50.39	34%	24.42	91.95
Accountant I	21.77	34%	12.30	41.47
Finance Director	33.41	34%	12.30	57.07
Fiscal Assistant II	16.36	34%	12.30	34.23
Senior Fiscal Assistant	18.76	34%	12.30	37.44
Chief of Police	43.69	34%	11.20	69.75
Police Sergeant	25.06	34%	11.20	44.78
Police Officer	21.33	34%	11.20	39.79
Police Officer	21.33	34%	11.20	39.79
Police Officer	21.97	34%	11.20	40.65
Utility Worker I	14.18	34%	47.80	66.80
Utility Worker I	14.18	34%	47.80	66.80
Utility Worker II	15.61	34%	47.80	68.71
Utility Worker II	15.88	34%	47.80	69.08
Wastewater Superintendent	26.13	34%	47.80	82.82
Water Superintendent	29.40	34%	47.80	87.19
Community Development Director	37.43	34%	12.26	62.43

ATTACHMENT II - EXHIBIT B

Measure Z - Invoice

Agency Name
Coordinator/Contact
Address
Phone

Invoice Date: 10/31/2015

Invoice # MZ- _____ 0

Invoice Period: July - Sept. 2015

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

ATTACHMENT II - EXHIBIT A

Budget

Agency Name

Invoice Date: 10/31/15

Invoice # MZ-

Invoice Period: July - Sept. 2015

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

ATTACHMENT II - EXHIBIT A

Budget

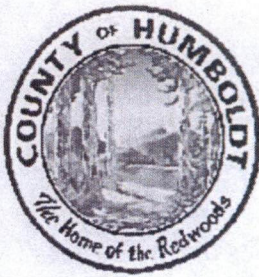
Agency Name

Invoice Date: 10/31/15

Invoice # MZ-

Invoice Period: July - Sept. 2015

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	



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
MAR 20 2015
CAO

Agency Name: **City of Rio Dell**

Mailing Address: 675 Wildwood Avenue, Rio Dell, CA 95562

Contact Person: **Kyle Knopp**

Title: **City Manager**

Telephone: (707)764-3532

E-mail address: kknopp@riodellcity.com

1. AMOUNT OF MEASURE Z FUNDING REQUESTED FOR FY 2015-16: **\$ 35,569.00**

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.

The City of Rio Dell proposes funding a clerical position in our police department for three days out of the week to provide support for law enforcement services and enhanced nuisance abatement and code enforcement activities. Currently, the Rio Dell Police Department is staffed by five full time sworn officers, with one day per week of clerical support funded through a source that will expire at the end of this 2014-2015 fiscal year on June 30, 2015.

This proposal for Measure Z funding will allow our officers to spend more time in the field responding to calls for service and active patrol. Currently, the city has a backlog of nuisance abatement issues that require sworn staff to spend time on general administrative tasks associated with enforcement. The addition of this clerical support to the Police Department will allow for more routine follow-through in complaints, enhance customer service to the community, and enhance our department's ability to focus more on direct law enforcement services.

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?

The City of Rio Dell is looking to expand and diversify its tax base over the next five years. Central to this objective is the city's work with the State and Federal governments to restructure its Community Development Block Grant (CDBG) program to develop and emphasize economic development activities including micro-enterprise assistance and infrastructure related activities that enhance development potential that benefit both the city and the region as a whole.

The City has developed a partnership with its Chamber of Commerce to enhance the quality of the business environment through infrastructure for public art, parking enhancements and motorist signage both in-town and on the highway.

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?

The funds used to currently provide clerical support to the Police Department come from a special allocation in the Governor's budget to help compensate cities for the impacts of the AB 109 prison realignment legislation passed in 2011. Unlike the other funds associated with AB 109, there are no protections for cities to continue receiving these funds. Additionally, any funds received under this special allocation for FY 2015-2016 will need to cover rising costs in maintaining the city's five sworn officers.

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

Some costs for abatement activities can be recoverable for cities, however these costs are mostly associated with direct abatement activities (demolition, remediation, etc.) and not the administration of the abatement activities themselves.

Nuisance abatement and code enforcement activities help economic development by cleaning up the town and creating an environment where people are more likely to invest in either a business or home.

Additionally, the community will be better supported through access to a Police Department receptionist three days a week. Community members and victims of crime will have more direct access to a city staff person who can refer them to services or make direct contact with sworn personnel. Currently, when officers are not present at the Police Department headquarters, victims of crime must use a call box to summon assistance. *Measure Z* funds would help mitigate that experience.

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. It is believed enhanced support to our officers and enhanced nuisance abatement activities will ultimately lower levels of crime in the city and subsequently lower the level of activity required of our allied agencies and partners.

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*)

Program Budget

Clerical Support Position		
	Full Time	3/5 Time
Hourly Pay	\$18.76	\$18.76
Annual Pay	\$39,026	\$23,415
Payroll Taxes & Benefits	\$20,257	\$12,154
Total Annual	\$59,283	\$35,569

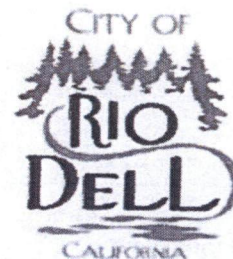
I declare under penalty of perjury under the laws of the State of California that the above statements and all attachments are true and correct

DATE: 3/20/15

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.



675 Wildwood Ave.
Rio Dell, CA 95562
Phone: (707) 764-3532
Fax: (707) 764-5480

March 20, 2015

Humboldt County Citizens' Advisory Committee on Measure Z Expenditures
c/o County Administrative Office
825 5th Street, Suite 111
Eureka, CA 95501-1153

Dear Members of the Advisory Committee,

The City of Rio Dell respectfully submits three proposals for your consideration regarding Measure Z funding. We believe all three of the proposals to be connected to two of the most important issues in our community, public safety and economic development. Like other small cities in Humboldt County, we struggle to provide baseline levels of public safety services to our residents. We are proud to provide direct law enforcement services to our residents, but over the years our Police Department has become smaller in number as fiscal pressure has forced us to reorganize. We believe our public safety services not only benefit the citizens of Rio Dell, but also the county as a whole.


Public safety and economic development go hand-in-hand. We need to expand our tax base and create jobs in order to maintain our existing levels of service and we need a safe community to make that happen. We will need your help if we are to achieve these objectives and build upon the current levels. We submit to you the following list of proposals:

- 1.) \$35,569 to fund a 3/5 time clerical position in our Police Department. This position will free up the valuable time of our sworn officers in addition to help with nuisance abatement related paperwork.
- 2.) \$20,000 for a contracted Economic Development Coordinator. The city needs assistance to apply for grants, pursue development opportunities and review and develop business attraction and retention practices within the city.
- 3.) \$25,000 for partial funding of the "Avenue of the Sculptures" program. The city has enthusiastic partners in the arts and business community who want to help make this vision a reality.

We believe these requests to be measured and responsible; if your committee recommends all three proposals to the Board of Supervisors, the total commitment will match the estimated revenues Measure Z will collect in Rio Dell on an annual basis. We appreciate the opportunity to keep Rio Dell dollars working to improve our city and by extension, the broader community.

We understand the enormity of your responsibility in this matter and would greatly appreciate your support of all of these requests, or any of these recommendations that best fit your vision for Humboldt County.

Sincerely,


Kyle C. Kropp
City Manager, City of Rio Dell

Attachment 3:

Area 1 Agency on Aging Measure Z Contract

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF HUMBOLDT
AND
AREA 1 AGENCY ON AGING**

This Memorandum of Understanding (MOU), entered into this 18th day of August, 2015, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Area 1 Agency on Aging, a non-profit corporation, hereinafter referred to as "A1AA," is made upon the following considerations:

RECITALS:

WHEREAS, Government Code Section 26227 provides that the Board of Supervisors ("Board") of any county may appropriate and expend money from the general fund of the county to fund programs deemed by the Board 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 half-cent local sales and use tax measure on the November 2014 ballot to maintain and improve essential services, and the local measure, known as Measure Z, passed; and

WHEREAS, COUNTY has additional funding from Measure Z to maintain and improve essential services, such as 24-hour sheriff's patrols; 9-1-1 emergency response; crime investigation/prosecution; drug/illegal marijuana growhouse enforcement prevention; services for abused children/mentally ill; rural fire protection, road repairs; and other county services; and

WHEREAS, COUNTY created a nine member Citizens Advisory Committee to review Measure Z funding applications and make recommendations; and

WHEREAS, A1AA submitted a Measure Z application (Attachment III) requesting an allocation in the amount of Ten Thousand Four Hundred and Fifty two dollars (\$10,452) for the purpose of an Elder Ombudsman to advocate for residents in long-term care settings and investigate allegations of elder abuse and neglect; and

WHEREAS, COUNTY wishes to fund A1AA Measure Z request through June 30, 2016.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, it is hereby understood and agreed by and between the Parties hereto as follows:

1. COUNTY OBLIGATIONS:

- A. COUNTY will provide A1AA an amount not to exceed Ten Thousand Four Hundred and Fifty Two dollars (\$10,452) of Measure Z funding for an Elder Ombudsman to advocate for Humboldt County residents in long-term care settings and investigate allegations of elder abuse and neglect on a quarterly, reimbursement basis.

B. COUNTY shall provide to A1AA suggested language for all press releases and a Measure Z logo.

2. A1AA OBLIGATIONS:

A. A1AA will provide elder ombudsman services to advocate for residents in long-term care settings and investigate allegations of elder abuse and neglect consistent with the Measure Z application submitted to the Citizens Advisory Committee as seen in Attachment 3.

B. A1AA will provide quarterly reports to COUNTY as detailed in Attachment 1.

C. A1AA will provide a final summary report as detailed in Attachment 1.

D. A1AA will submit quarterly itemized invoice through the Budget to the COUNTY as detailed in Attachment II Exhibits A and B.

E. AIAA 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, 2015 shall remain in full force and effect until June 30, 2016, unless sooner terminated as provided herein.

4. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, A1AA fails to adequately perform the services required 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. This MOU may be terminated by COUNTY without cause upon thirty (30) days advance written notice. 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 a local sales and use tax known as Measure Z. In the event such funding is terminated or reduced, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide A1AA seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.

D. Compensation. In the event of any termination of this MOU, A1AA shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this MOU by A1AA.

5. COMPENSATION:

The maximum amount payable by COUNTY under this MOU is Ten Thousand Four Hundred and Fifty Two Dollars (\$10,452). A1AA agrees to perform all services required by this MOU for an amount not to exceed such maximum dollar amount.

6. PAYMENT:

A1AA shall submit to COUNTY an itemized invoice quarterly. Invoices shall be in a format approved by, and shall include backup documentation as specified by the Humboldt County Administrative Officer ("CAO") and the Humboldt County Auditor-Controller. A1AA shall submit a final undisputed invoice for payment no more than thirty (30) days following the expiration or termination date of this MOU.

The itemized invoices due to the COUNTY shall be submitted in the form of the Budget attached hereto as Attachment II – Exhibit A for itemized costs for activities that are consistent with the Measure Z application submitted by A1AA to the Citizens Advisory Committee as of the invoice date, and incorporated as part of this MOU. An itemized invoice form is attached hereto as Attachment II – Exhibit B and incorporated as part of this MOU. Payment for work performed will be made within thirty (30) days after the receipt of approved invoices.

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
Attn: Phillip Smith-Hanes, CAO
825 Fifth Street, Room 112
Eureka, CA 95501-1153

A1AA: Area 1 Agency on Aging
Attn: Maggie Kraft
434 7th Street
Eureka, CA 95501

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. A1AA agrees to timely prepare accurate and complete financial, performance and payroll records, and to maintain and preserve said records for at least five (5) years from the date of final payment under this MOU, 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. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed.

B. Inspection of Records. All records referenced by this section shall be made available during normal business hours to inspection, audit and reproduction by any duly authorized agent of the

COUNTY. A1AA further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the COUNTY. All examinations and audits conducted under this section 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, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because A1AA's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

A1AA agrees that COUNTY has the right to monitor all activities related to this MOU, including the right to review and monitor A1AA's records, programs or procedures, at any time, as well as the overall operation of A1AA's programs in order to ensure compliance with the terms and conditions of this MOU. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by A1AA pursuant to the terms of this MOU.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, A1AA may receive information that is confidential under local, state or federal law. A1AA hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act ("CMIA"); the federal Health Information Technology for Economic and Clinical Health Act, ("HITECH Act"); the federal 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 federal and state confidentiality laws are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

11. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

A1AA certifies by its signature below that it is not a Nuclear Weapons Contractor, in that A1AA 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. A1AA 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 A1AA becomes a Nuclear Weapons Contractor.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, A1AA shall not 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 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, or any other classifications protected by local, state and federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. A1AA further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

13. INDEMNIFICATION:

A1AA 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 fees and other costs of litigation, arising out of, or in connection with, A1AA's performance of, or failure to comply with, any of the obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

14. INSURANCE REQUIREMENTS:

This MOU shall not be executed by COUNTY, and A1AA 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 A1AA's indemnification obligations provided for herein, A1AA shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the period of this MOU and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in 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 A1AA, its agents, officers, directors, employees, licensees, invitees, 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) per occurrence for any one 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 not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of A1AA. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "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 A1AA 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 insured shall not operate to impair the rights of one 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 insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this MOU, A1AA's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to A1AA's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this MOU, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
 6. A1AA 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) shall be disclosed to and approved by COUNTY. If A1AA does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this MOU, take out the necessary insurance, and A1AA agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to A1AA 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 A1AA shall be required to purchase additional coverage to meet the above 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
Attn: Risk Management
825 5th Street, Room 131
Eureka, California 95501

A1AA: Area 1 Agency on Aging
Attn: Maggie Kraft
434 7th Street
Eureka, CA 95501

15. RELATIONSHIP OF PARTIES:

It is understood that this is an MOU by and between two independent contractors 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 A1AA 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.

16. COMPLIANCE WITH LAWS:

A1AA agrees to comply with all applicable local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act. A1AA further agrees to comply with all applicable local, state and federal licensure and certification requirements.

17. 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.

18. ASSIGNMENT:

A1AA shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by A1AA 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 A1AA to obtain supplies, technical support or professional services.

19. 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 assigns.

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 A1AA. 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 A1AA shall promptly refund, any funds disbursed to A1AA, which in the judgment of COUNTY were not expended in accordance with the terms of this MOU.

21. 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.

22. AMENDMENT:

No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.

23. STANDARD OF PRACTICE:

A1AA warrants that A1AA has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. A1AA's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

24. 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 A1AA shall become the property of COUNTY. However, A1AA may retain copies of such documents and information for its records. In the event of termination of this MOU, for any reason whatsoever, A1AA shall promptly turn over all information, writings and documents to COUNTY without exception or reservation.

25. 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.

26. 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 (television, radio, newspapers and internet). A1AA 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 County Administrative Officer.

27. SUBCONTRACTS:

A1AA shall obtain prior written approval from COUNTY before subcontracting any of the services to be delivered hereunder. Any and all subcontracts will be subject to all applicable provisions of this MOU. A1AA 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.

28. 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 party on the basis that the other party prepared it.

29. FORCE MAJEURE:

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

Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

30. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements of the parties.

31. 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 have entered into this MOU as of the date written above.

AREA 1 AGENCY ON AGING

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

COUNTY OF HUMBOLDT

By: _____

Estelle Fennell
Chair Board of Supervisors

Date: _____