

**GARBERVILLE SANITARY DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA**

**There will be a regular meeting held by the Garberville Sanitary District Board of Directors at the
GSD District Office
919 Redwood Dr. Garberville, CA**

**September 19, 2017
5:00 p.m. – Open Public Session**

Any writings or documents that are public records and are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 919 Redwood Dr. during normal business hours.

I. REGULAR MEETING CALLED TO ORDER

II. ESTABLISHMENT OF QUORUM

Rio Anderson___, Linda Brodersen___, Doug Bryan___, Richard Thompson___, Gary Wellborn___

III. APPROVAL OF AGENDA - Action to add or delete items from any portion of the agenda or to discuss any consent agenda items must be taken prior to adoption of the agenda. Pg. 1-3

IV. PUBLIC COMMENT ON ANY ITEM ON THE CLOSED SESSION AGENDA

V. CLOSED SESSION

A. No items for closed session

VI. OPEN SESSION

A. Board Report of action, if any, taken during closed session

VII. COMMENTS AND QUESTIONS FROM THE AUDIENCE

Up to fifteen minutes of this portion of the meeting are reserved for members of the public to address the Board on items not listed on the agenda and within the jurisdiction of the GSD Board. Speakers are limited to 3 minutes. The GSD Board is prohibited by law from taking action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the GSD Board does not respond to public comment at this time.

General Public / Community Groups

VIII. ANNOUNCEMENTS AND COMMUNICATIONS

REPORTS AND PRESENTATIONS – Routine report of activities, operations, meetings / conferences held and/or attended by Board members, Staff, and General Manager

Correspondence- Redway Community Services District Letter Pg.4-5

Operations Staff-

Office Staff-

Board Members-

General Manager—Ralph Emerson Pg.6

Government Code Section 54954.3 provides that the public will have an opportunity to address the Board on any item described on a regular or special meeting either before or during the consideration of that item. The Board reserves the right to limit the time of presentation by individuals and groups

IX. REGULAR AGENDA ITEMS

A. CONSENT AGENDA

Notice to the Public

All matters listed under Consent Agenda are considered to be routine and all will be enacted by one motion and voice vote. There will be no separate discussion of these items unless the Board of Directors requests items to be removed from the Consent Agenda for separate action. Any items will be considered after the motion to approve the Consent Agenda.

- A.1 Approve Financials
- A.2 Approve 8/29/17 Regular Meeting and 9/6/17 Special Meeting Minutes - pg 7-9
- A.3 Operations Safety Report- pg 10-11

Motion: Second: Vote:

B. GENERAL BUSINESS – Action items

Notice to the Public

The Board of Directors will allow public comment on agenda items although any person who wishes to speak on an agenda item must submit a request prior to the meeting being called to order. You will be given 5 minutes on each agenda item that you wish to comment and then the Board of Directors will discuss the item amongst themselves with no other public comment.

- B.1 Commercial Agricultural Water Use Requirements Pg.12-16
(discussion-possible action)
Motion: Second: Vote:
- B.2 Historical River Flow Data (handout at meeting) Pg. 17-25
(information only)
- B.3 Customer Water Usage Comparisons (Residential vs Commercial) pg. 26-28
(discussion-possible action)
Motion: Second: Vote:
- B.4 Operations Report and Update on Projects—Dan will give Update.
(information only)
- B.5 Request for Service Charge Relief pg. 29-31
(discussion-possible action)
Motion: Second: Vote:
- B.6 Measure Z Update—Procedure Package pg. 32-47
(information only)

C. POLICY REVISION / ADOPTION

- C.1 Policy Manual updates-Section 7.2-7.3 Smoking, Alcohol and Drug Policy pg. 48-49
(discussion possible action)
Motion: Second: Vote:

In accordance with the Americans with Disabilities Act, if you need a special accommodation to participate, please contact the Garberville Sanitary District Office at (707)923-9566 at least 48 hours in advance.

X. ITEMS FOR NEXT BOARD MEETING

1. Agricultural water use ordinance
2. Update on Bear Canyon water reroute
3. Connick Creek Updated Contract
- 4.

XI. ADJOURNMENT

Posting of Notice at the District Office no later than September 15, 2017: Agenda is emailed to the local newspapers and those who have requested an agenda in writing or e-mail.

In accordance with the Americans with Disabilities Act, if you need a special accommodation to participate, please contact the Garberville Sanitary District Office at (707)923-9566 at least 48 hours in advance.



Redway Community Services District
P.O. Box 40
Redway, CA 95560
(707) 923-3101

September 1, 2017

Garberville Sanitary District
919 REDWOOD DR.,
GARBERVILLE, CA 95542

Dear Linda and Ralph,

Thank you for your interest in collaboration between GSD and RCSD and your initiative in calling for further discussions between RCSD and GSD board and staff.

In response to your summary of topics discussed RCSD would like to identify topics that may be most useful and practical to pursue in the short term.

Short Term:

Specific agreements to meet mutual objectives:

In general, we would like to note that the concept of literally sharing personnel and equipment would require resolution of a number of organizational, logistical, financial and administrative details that would be problematic. While such obstacles may not be insurmountable many of the objectives that such sharing would enable could be accomplished with ad hoc agreements regarding the temporary use of RCSD and GSD equipment and personnel under specific conditions.

For example, as some of your board members may recall, RCSD has been open to this in the past and provided operational support to GSD though an MOU between the districts in the spring of 2006 during a period when the GSD was short staffed.

Coordinated Equipment Purchasing:

In addition, coordinated equipment purchasing could ensure that key equipment is available at cost-based charge-out rates to each of the two districts without either district having to bear the financial burden of a full suite of construction, maintenance, repair, and testing equipment. Clear individual ownership of such equipment would minimize the need to resolve the multiple organizational details referenced above.

Cooperative training programs:

RCSD has already taken steps to include GSD and other regional utilities organizations in training opportunities arranged and/or contracted by RCSD. RCSD is certainly open to discussions of what key training opportunities would be most useful to bring into the region.



Redway Community Services District
P.O. Box 40
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(707) 923-3101

Specific regulatory requirements for personnel necessary for adequate traffic management for repairs or construction in high traffic areas or enclosed space entry safety procedures make these types of shared training experiences especially helpful.

Long Term Goals: Reduce dependency on South Fork Eel River summer flows

Locally, we are all aware that water shortage issues in this area are not due to a lack of annual rainfall, but rather the lack of infrastructure necessary to store water resources for use in the dry months of the year. Throughout California storage of water from winter rainfall and snowpack is the primary source of water for communities through annual dry spells.

At the county level, the effective use of Ruth Lake to support water use in the northern part of the county may have created a situation where county leaders and other agencies overlook the needs of water systems on the South Fork.

At the RCSD and GSD board level, the most important shared objective may be discussion of sustainable strategies to forbear use of South Fork Eel River water during the dry months of July, August, September and parts of October. Additional sources of ground water, groundwater recharge projects that offset community use, and long-term storage resources may all be important components of an effective strategy to provide for both economic and community growth as well as environmental benefits to the South Fork of the Eel.

RCSD is committed to initiating the agency coordination, research, and analysis necessary to support effective forbearance strategies for our community. GSD's support in this effort would be both beneficial to GSD and welcomed by the RCSD board.

Best regards,

Linda Sutton
Board Chair

John Rogers
General Manager

**Garberville Sanitary District
PO Box 211
Garberville, CA. 95542
(707)923-9566**

GENERAL MANAGER REPORT

Date: September 19, 2017

I want to thank the Board for taking time to attend the Special Meeting on September 6, 2017 and for your participation in the process to better serve our customers and be fiscally responsible and effective stewards of the District. I also want to thank Rio and Doug for staying late to discuss the growing number of requests to provide treated GSD water for commercial agricultural crops. The outcome of this meeting will be addressed on agenda item B.1

We have discussed security cameras at our various sites so because of recent events throughout the community, we are working on securing and monitoring our sites with various security options.

The recent fires and heat posed an inconvenience to staff but operations ran smoothly through this difficult time. I want to thank staff for assisting each other when there was a need and accomplishing the tasks required in the field and in the office.

We have been implementing the service charge billing procedures as approved in the water ordinance and although there has been some discomfort by customers who had not been required to comply with that ordinance or were allowed to pay whatever amount they wanted, while having late charges and re-connection fees waived; we are educating the customers on what an ordinance is and that it applies to all customers unless special circumstances arise and at such time, the General Manager is the only person that can authorize a modified payment. Customers express frequent gratitude for giving them a consistent monthly phone call and allowing 10 days after shut off notices are given, so it reminds them to pay their bill.

Mary, Dan & Brian work very well together in calling customers, handing out shut off notices and working with customers to have un-interrupted water service and not receiving a re-connection fee.

Enforcing our Billing Procedure Ordinance has created more work along with a certain level of stress for staff and customers but we are educating customers to assist them in staying current on their service charges and avoid excessive bills and water discontinuance for non-payment.

I want to thank our customers for adjusting to the enforced service charge billing procedures and for their valuable input on how we can better communicate and serve the customers.

A new gate has been installed between the Community Park and the water treatment plant which now requires a pass code but we have already had a few issues with park personnel and contractors trying to get past gate for various business and they contact our office. The private land owner who installed the gate does not want the pass code given out so I am not sure what the solution is but hopefully it will be sorted out by all who require access.

Respectfully Submitted:

Ralph Emerson

**GARBERVILLE SANITARY DISTRICT
BOARD OF DIRECTORS MEETING
MINUTES**

August 29, 2017

5:30 p.m. – Open Public Session

I. REGULAR MEETING CALLED TO ORDER

Meeting Called to order at 5:31p.m.

II. ESTABLISHMENT OF QUORUM

Rio Anderson-Arrived to the meeting at 6:25 p.m.

Linda Brodersen-Present

Doug Bryan

Richard Thompson

Gary Wellborn

III. APPROVAL OF AGENDA

Motion: Richard Thompson

Second: Gary Wellborn

Vote: 4-0

IV. PUBLIC COMMENT ON ANY ITEM ON THE CLOSED SESSION AGENDA

V. CLOSED SESSION

A. Conference with Legal Counsel-Anticipated Litigation. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: One Potential Case: The receipt of a written employment/labor law claim pursuant to the California Tort Claims Act dated August 11th, 2017, from Tina Stillwell. (California Government Code § 54956.9(e)(3).)

VI. OPEN SESSION

The closed session meeting date was moved to September 6th, 2017 at 5:00 p.m. in the District office.

VII. COMMENTS AND QUESTIONS FROM THE AUDIENCE

General Public / Community Groups

VIII. ANNOUNCEMENTS AND COMMUNICATIONS

REPORTS AND PRESENTATIONS

Operations Staff- Dan and Brian helped the Redway Community District perform a smoke check test.

Office Staff- Mary Attended a Quickbooks training seminar in Eureka.

Board Members-

General Manager— The District is enforcing the billing policy that is in place. The District had two pumps go out that feed Maple lane and Upper Maple. The District is able to keep providing water to our customers while repairs are made.

IX. REGULAR AGENDA ITEMS

A. CONSENT AGENDA

A.1 Approve Financials

- A.2 Approve 7/25/17 Regular Meeting Minutes
A.3 Operations Safety Report
Motion: Gary Wellborn Second: Richard Thompson Vote: 4-0

B. GENERAL BUSINESS – Action items

- B.1 Connick Creek Contract--Concerns
(discussion-possible action)

A new contract needs to be written up between Connick Creek and the District.
The existing contract is from 2010.

- B.2 Commercial Agricultural/Cannabis Requirements
(discussion-possible action)

The District and the Board of Directors are working diligently together to find a solution for the up and coming permitted cannabis customers.

Cannabis Committee-Rio Anderson, Doug Bryan

- B.3 District Zoning Map
(discussion-possible action)

- B.4 Contract for accounting services
(discussion-possible action)

Motion: Richard Thompson Second: Gary Wellborn Vote: 5-0

C. POLICY REVISION / ADOPTION

- C.1 Water Ordinance—Article 9, Billing: Sec 9.5. Payment of Bills
(discussion possible action) 2nd reading-Resolution #17-010

Mr. Bryan feels we need to do more work on this ordinance but will approve this version so staff is able to conduct business and collect service fees with clear direction.

Motion: Doug Bryan Second: Gary Wellborn Roll Call Vote: 5-0

- C.2 Personnel Policy, 7.2-7.3 Smoking, alcohol and drug policy

TABLE

X. ITEMS FOR NEXT BOARD MEETING

1. Update on Projects
2. Kimtu water transmission line-Leino Lane upgrades
3. Late Charges
4. Personnel Policy 7.2-7.3
September 19th, 2017 @ 5:00 p.m. Next Board Meeting

XI. ADJOURNMENT

7:35 p.m.

**GARBERVILLE SANITARY DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING
AGENDA**

Special Meeting called by the Board President Pursuant to Government Code Section 54956

**5:00 pm – Open Public Session – Convene to Closed Session
Wednesday, September 6, 2017
Garberville Sanitary District Office
919 Redwood Dr. Garberville, CA.**

Any writings or documents that are public records and are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 919 Redwood Dr. during normal business hours.

- I. SPECIAL MEETING CALLED TO ORDER Called to Order at 5:02 pm**
- II. ESTABLISHMENT OF QUORUM
Rio Anderson___, Linda Brodersen___, Doug Bryan___, Richard Thompson___, Gary Wellborn___**
- III. APPROVAL OF AGENDA - Action to add or delete items from any portion of the agenda or to discuss any consent agenda items must be taken prior to adoption of the agenda.**
- IV. COMMENTS FROM THE PUBLIC REGARDING CLOSED SESSION AGENDA
No Public Present**
- V. CLOSED SESSION**
- A. Conference with Legal Counsel-Anticipated Litigation. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: One Potential Case: The receipt of a written employment/labor law claim pursuant to the California Tort Claims Act dated August 11th, 2017, from Tina Stillwell. (California Government Code § 54956.9(e)(3).)**
- VI. OPEN SESSION
Board Report of any action taken during closed session**

Minutes: Board Members met with legal counsel, Russ Gans and Nick Kloeppe of the Mitchell, Brisso, Delaney and Vrieze law firm regarding anticipated litigation and voted unanimously to reject the Tort Claim received from Tina Stillwell.

Motion: Doug Bryan Second: Gary Wellborn Vote: 5-0

VII. ADJOURNMENT

Meeting adjourned at 6:05 pm

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EMERGENCY EVACUATION: Getting Out Alive



Safety Meeting

Date of Meeting: 9/6/17 Leader Name: Ralph Emerson

Instructions:

- a. Fill in the date of the meeting and the name of the safety meeting leader.
- b. Have all safety meeting participants sign this roster.
(Copy this form if more pages are needed.)
- c. File this roster and the associated documents as outlined in the Leader Discussion Guide.

Name (print)	Name (signature)
1. <u>Ralph Emerson</u>	<u>Ralph Emerson</u>
2. <u>BRIAN M. U.S.A</u>	<u>Brian M. U.S.A</u>
3. <u>Don Arsequin</u>	<u>Don Arsequin</u>
4. <u>Mary Wilts</u>	<u>Mary Wilts</u>
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____
16. _____	_____
17. _____	_____
18. _____	_____
19. _____	_____
20. _____	_____

Attachments: 1. Leader Discussion Guide 2. Safety Meeting Booklet



Garberville Sanitary District
PO Box 211
919 Redwood dr.
Garberville, CA. 95542
Office(707)923-9566 Fax(707)923-3130

STUDY SESSION

GSD WATER FOR AGRICULTURAL CROPS

I met with Doug and Rio after the Special Meeting on September 6, 2017 to discuss the growing number of requested cannabis permits and associated water requirements along with how many people are currently using GSD water for all types of commercial agricultural businesses. The following information is what came from that meeting and to be used for discussion in developing a commercial ag water use ordinance.

A proposal which came from the meeting which would be a good idea regardless of any changes to our ordinance is to develop a pamphlet for all customers which, teaches about water conservation, risks of high water usage, healthy river requirements and techniques which assist in efficient farming practices.

Another proposal was to develop a forbearance program for customers which require water for agricultural use within GSD boundaries or areas within our SOI.

PROPOSAL #1 FROM LAST MEETING

1. Separate “Commercial Agriculture” water meter installed for every customer using over 500gpd average over 30 days (15,000 gallon per month) (20 units)
2. Annual permit required to identify:
 - a. What type of agricultural crop
 - b. Size of crop
 - c. Estimated water demand
 - d. Drainage consideration for outdoor water use
 - e. Months of estimated high water usage
3. New connection fee (\$8,000) required for commercial agriculture meter
4. Commercial agriculture meter will be turned off when:
 - a. Payment not received
 - b. Drought conditions are present
 - c. When we are in jeopardy of violating our diversion requirements and permit
 - d. The District is unable to meet residential water demand

PROPOSAL #2 FROM STUDY SESSION

1. Require annual “Commercial Agriculture” permit
 - a. What type of agricultural crop
 - b. Size of crop
 - c. Estimated water demand
 - d. Drainage consideration for outdoor water use

- e. Months of estimated high water usage
- 2. \$5,000--\$10,000 fine for non-compliance with GSD ordinance and permit
- 3. Promote and assist in catchment opportunities for GSD customers
- 4. Promote May---June as “Fill Your Tank” month
- 5. Promote healthy river practices which includes re-use, efficient growing practices and containment of soil additives
- 6. Any residential customer using over 20 units (15,000 gallons) per month or 500 gpd will be inspected and be subject to the commercial agricultural requirements, inspections and fees.
- 7. Customers will have to comply with Humboldt County requirements as well as Garberville Sanitary District or be denied water for commercial agricultural use.
- 8. If customers identified as commercial agricultural water users do not comply with GSD requirements, they will be subject to fines up to \$10,000 and an increased water usage rate of \$10/per unit (748gallons) above 20 units.
- 9. No commercial agricultural water will be allowed between July 1st and the first rain unless authorized by the General Manager or designee.

JUSTIFICATION FOR COMMERCIAL AGRICULTURE WATER PERMITS

- 1. Infrastructure demand
- 2. Equipment size and ability to provide additional water
- 3. Tank sizes and availability of water for fire flow and residential demand
- 4. We must be good stewards of the water we remove from the river
- 5. We have to stay under our diversion rate for State compliance
- 6. Cost and ability to provide additional water for the growing commercial agricultural business within our boundaries.
- 7. Residential customers must be our first priority and we must ensure they have adequate water for domestic use.

AGRICULTURAL—CANNABIS WATER USE ORDINANCE

Garberville Sanitary District has been experiencing an increase in requests for commercial cannabis endeavors and increased water usage but with the additional water demand, we find ourselves trying to supply the requested water, while meeting the potable water needs of other customers.

We do not have the infrastructure necessary to supply the water requested to meet this additional impact to our system, so I propose developing a new water ordinance to address agricultural water usage within GSD boundaries.

Possible Ordinance: 15.9 (new ordinance)

1. COMMERCIAL AGRICULTURAL WATER USE REQUIREMENTS AND RATES

- a. Any person requesting potable water for a commercial agricultural business or operation will be required to submit an application at the District office. This application will include the agricultural product and amount of plants or trees to be grown. This application will be renewed annually or commercial agricultural water will be denied.
- b. This application will include the name and contact information of the owner and tenant of the property as well as the address of property and estimated gallons of water to be used daily during the growing process.
- c. A new water meter and connection fee will be required for every approved commercial agricultural operation or farm and will pay an additional base rate and water usage fee. In the event that Garberville Sanitary District faces drought conditions or limitations on the approved diversion rate, the agricultural water will be turned off, to ensure adequate water for residential use.
- d. The water rate will include the base rate and unit price for the area which this operation is located but will increase to the commercial agricultural rate in Article 15 Rates and fees, Sec 15.9 when water consumption exceeds 20 units per month. The rate will then be \$10/unit regardless of the area this operation is located.
- e. All commercial agricultural operations which request water will have their property inspected by the General Manager or designee, at which time the infrastructure will be evaluated to ensure that it is capable of handling the increased water volume.
- f. In the event the infrastructure is not adequate for the increased volume of water, an agreement will be made with the commercial agricultural operation to

upgrade the infrastructure or work with the District to do so before the application will be approved.

- g. If an infrastructure upgrade is required but the commercial agricultural operation will not pay for or participate in upgrading the infrastructure, the application will be denied.

Any commercial agricultural operation or business will be required to comply with all requirements listed below or be denied future water for the commercial agricultural business.

h. **REASONS FOR DENIED WATER SERVICE**

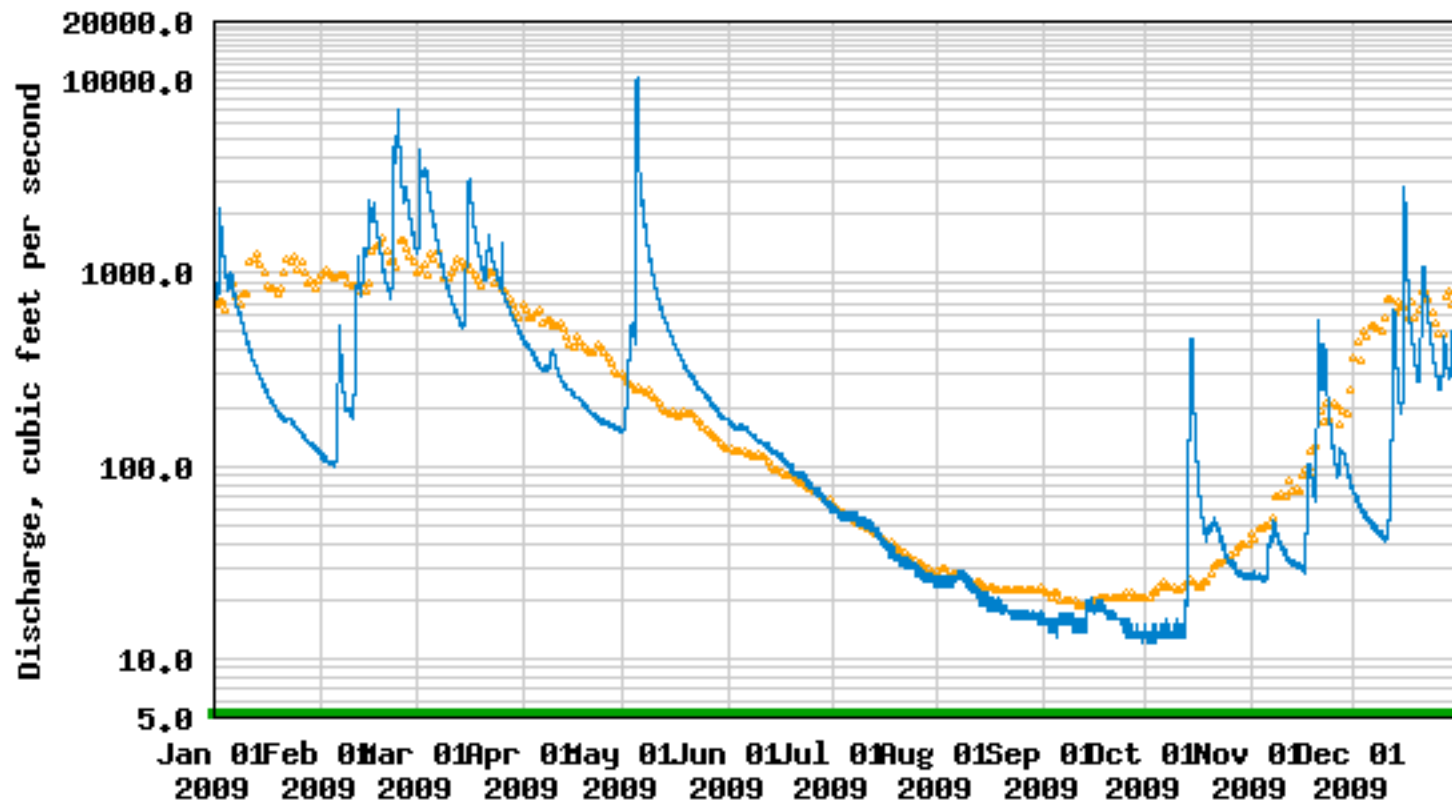
1. No negative impact to neighbors
2. No excessive pedestrian or vehicle traffic based on site visits and complaints.
3. No excessive signage
4. No excessive noise as determined by the District and complaints
5. No excessive lights, glare or brightness
6. No negative smells determined by District and complaints
7. No negative impact to fire suppression capabilities

Noncompliance with any of these requirements or from excessive complaints will result in your application being denied.

Sec 2.12 Regular Water Service shall mean water service for normal domestic, commercial and industrial facilities, commercial and industrial purposes on a permanent basis, and the water available therefore.

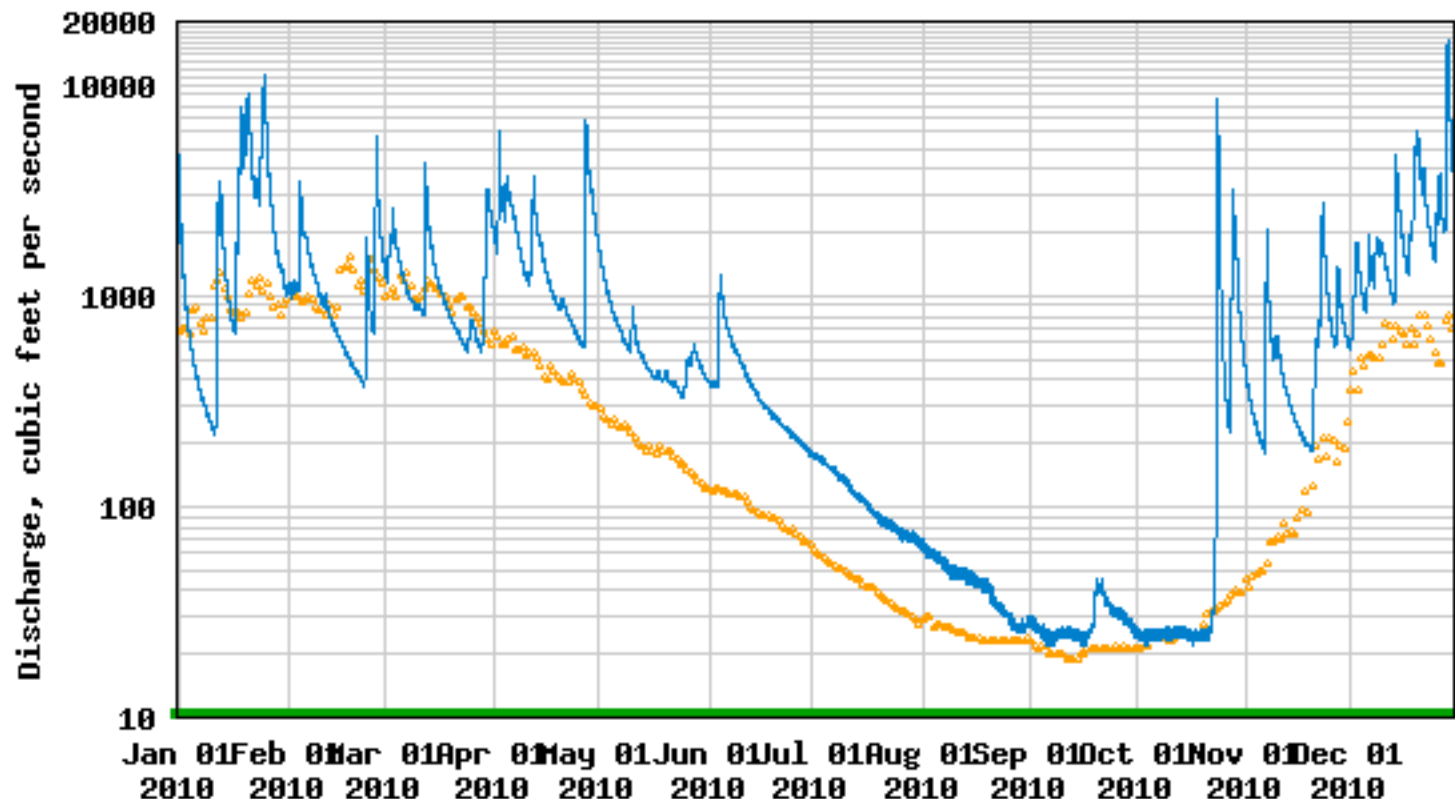
Adopted 6/23/15

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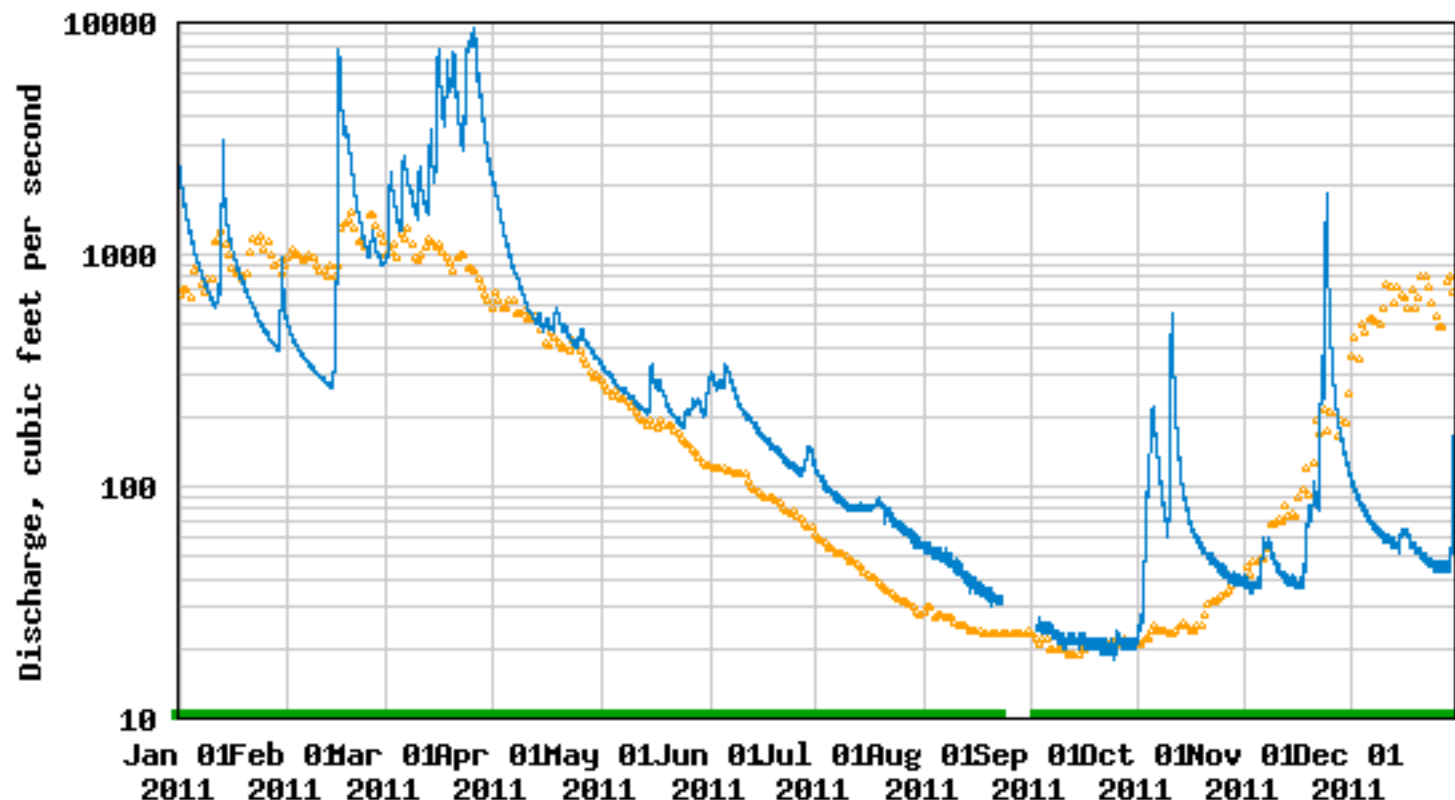
◆ Median daily statistic (43 years)
 ■ Period of approved data
 — Discharge

USGS 11475800 SF EEL R A LEGGETT CA



♦ Median daily statistic (43 years)
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 — Discharge

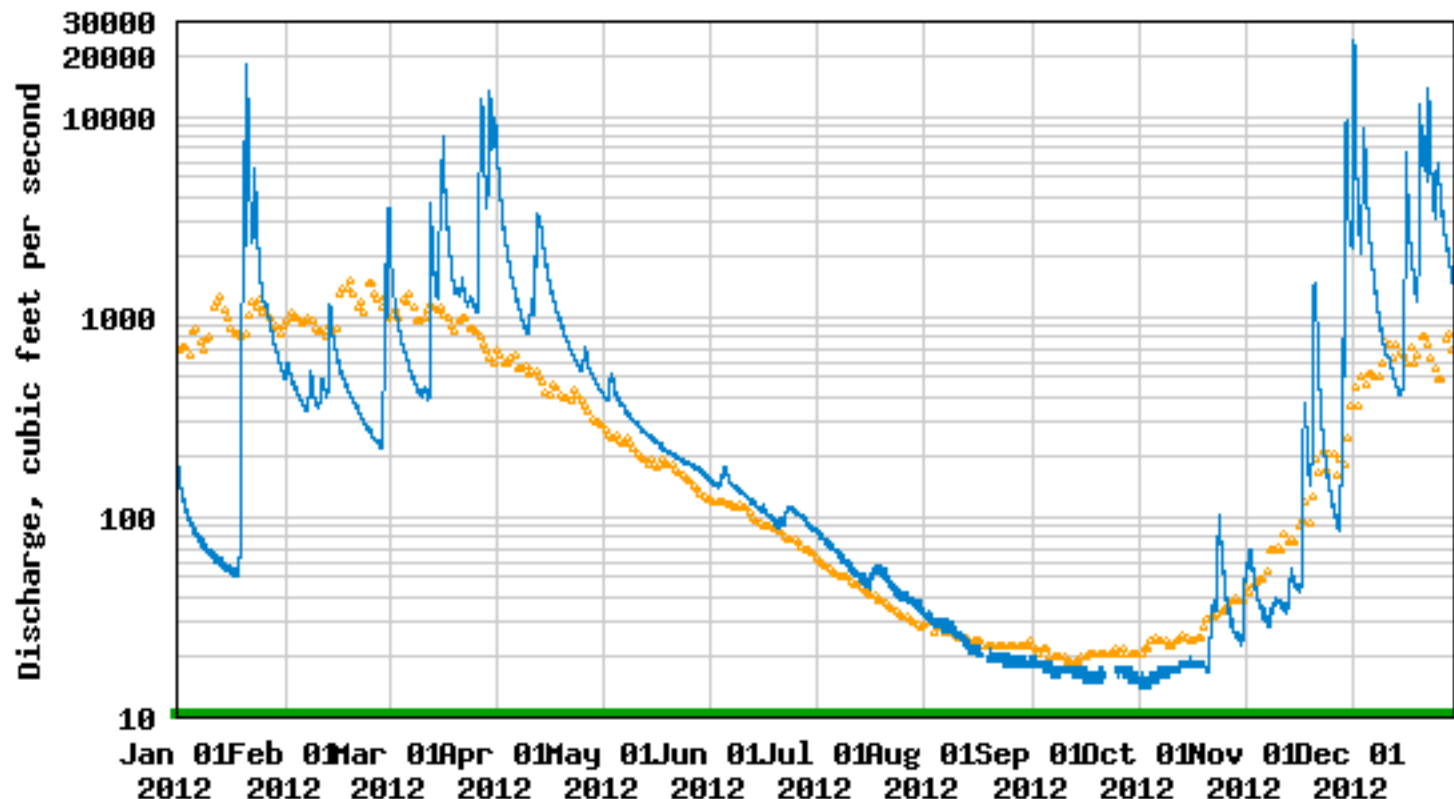
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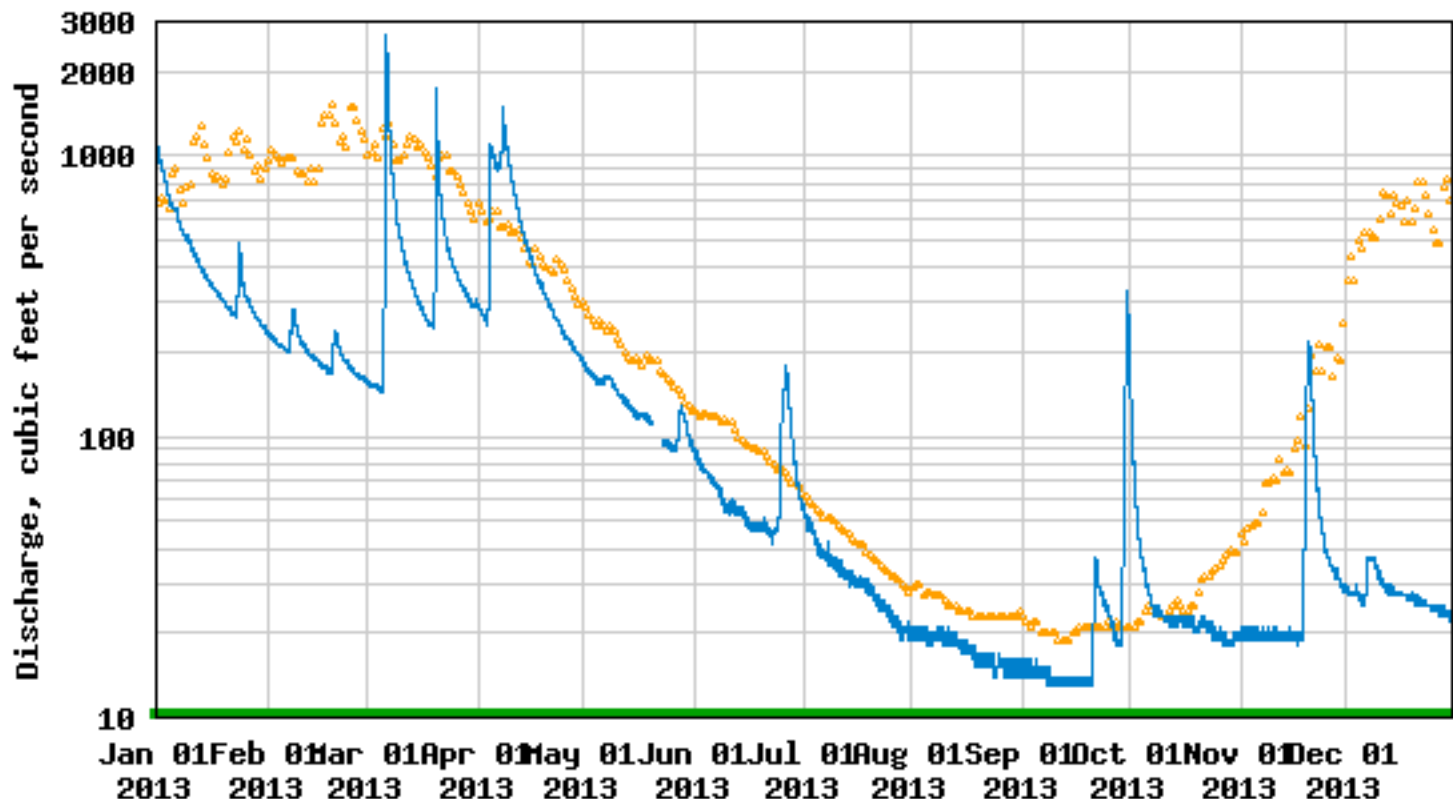
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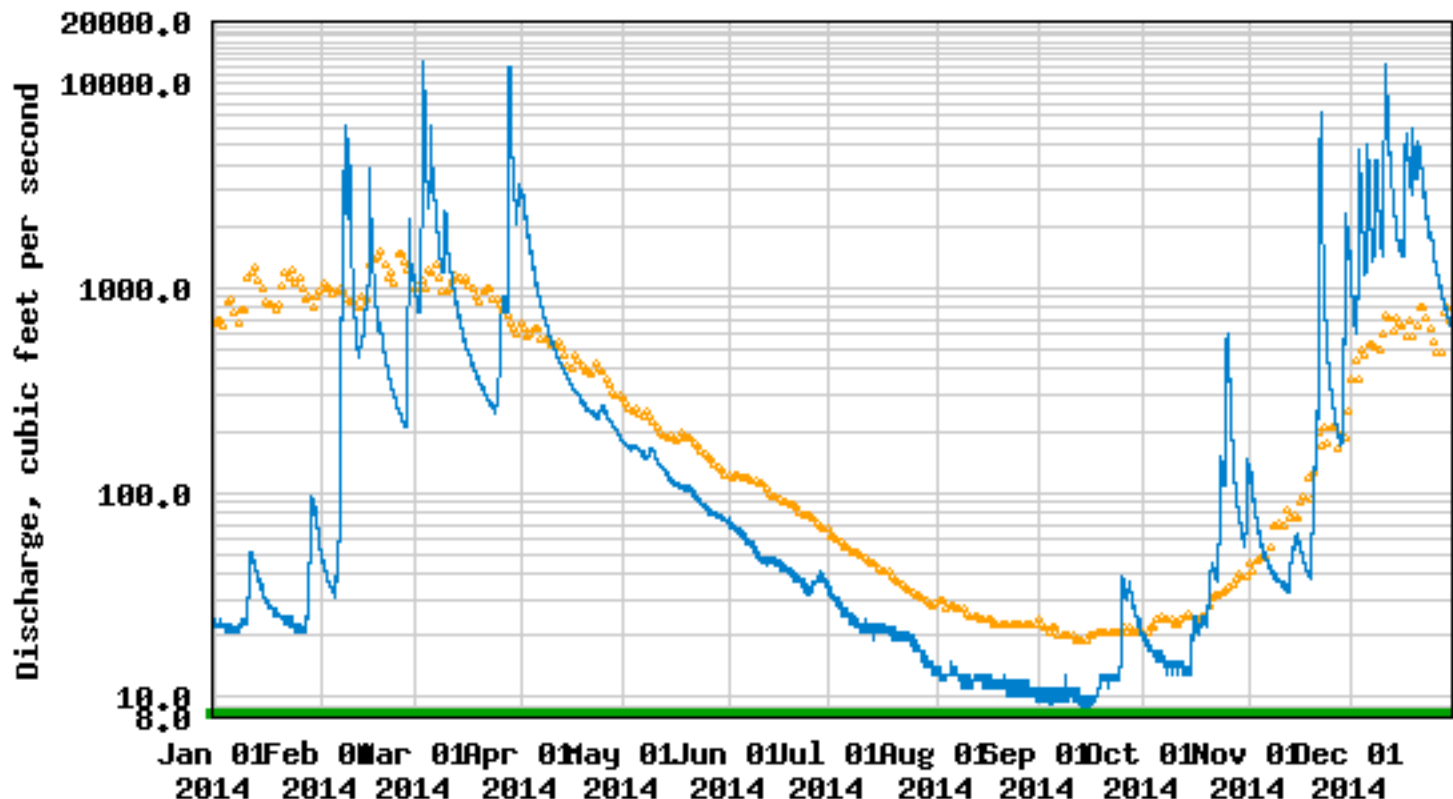
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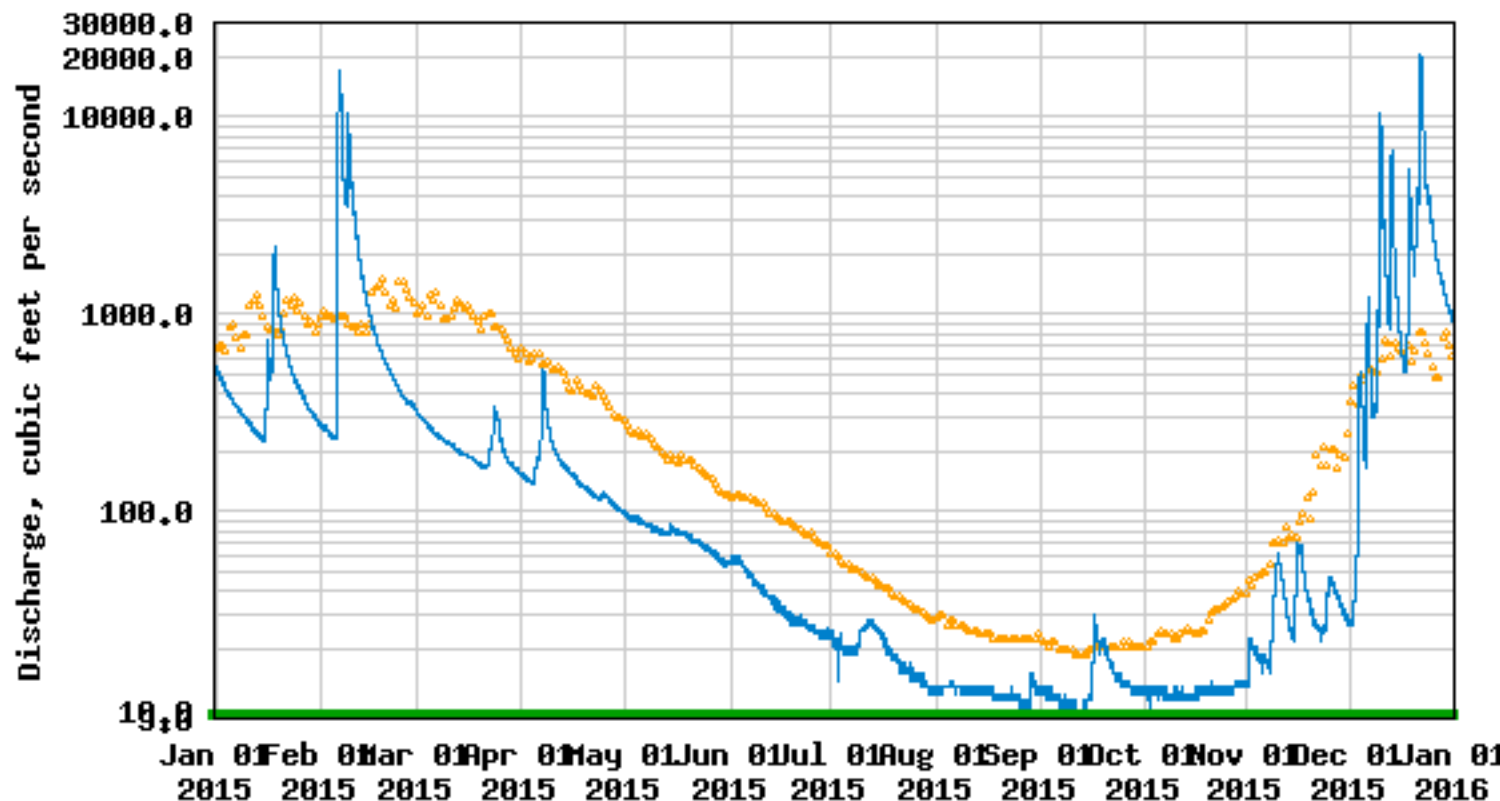
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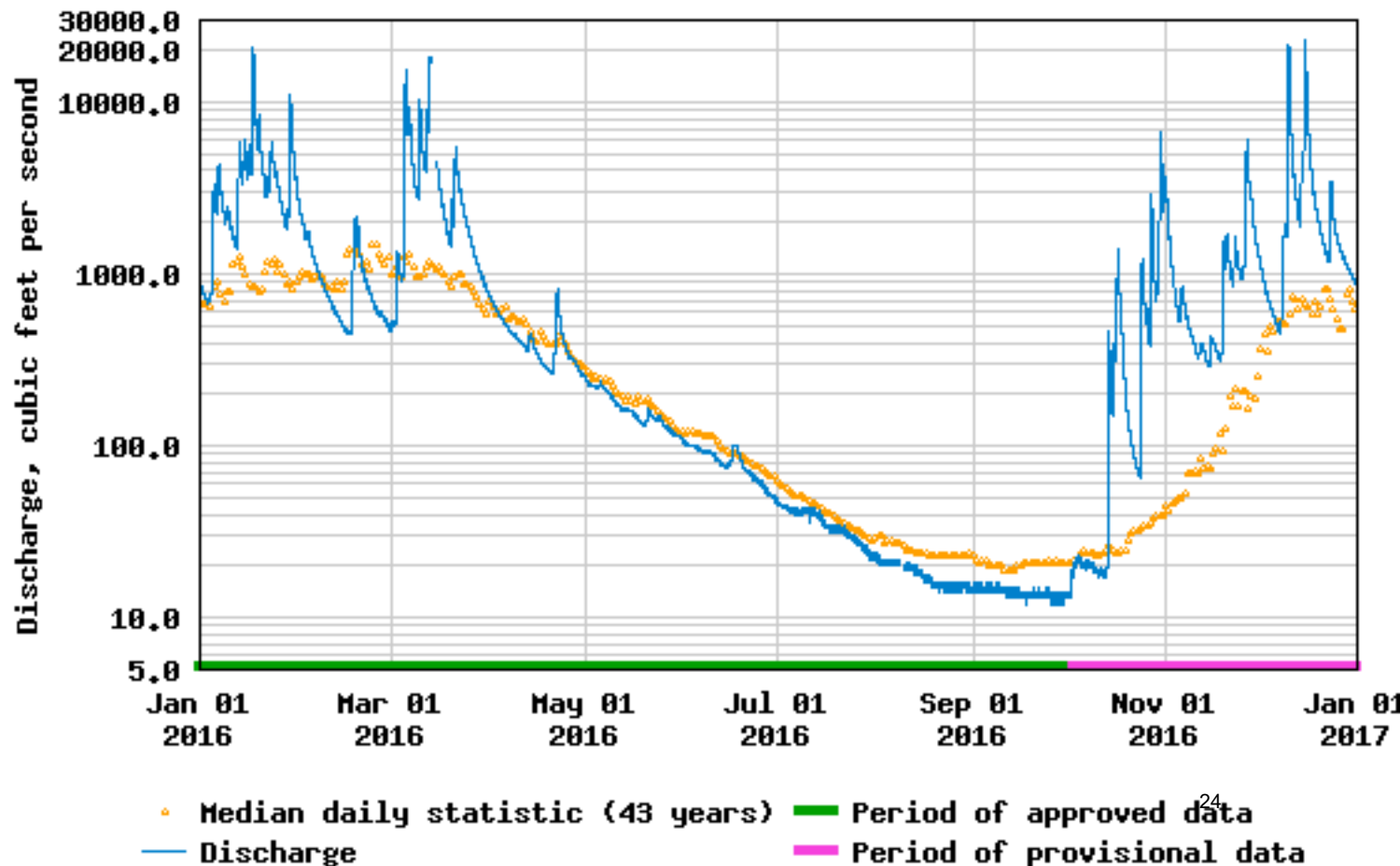
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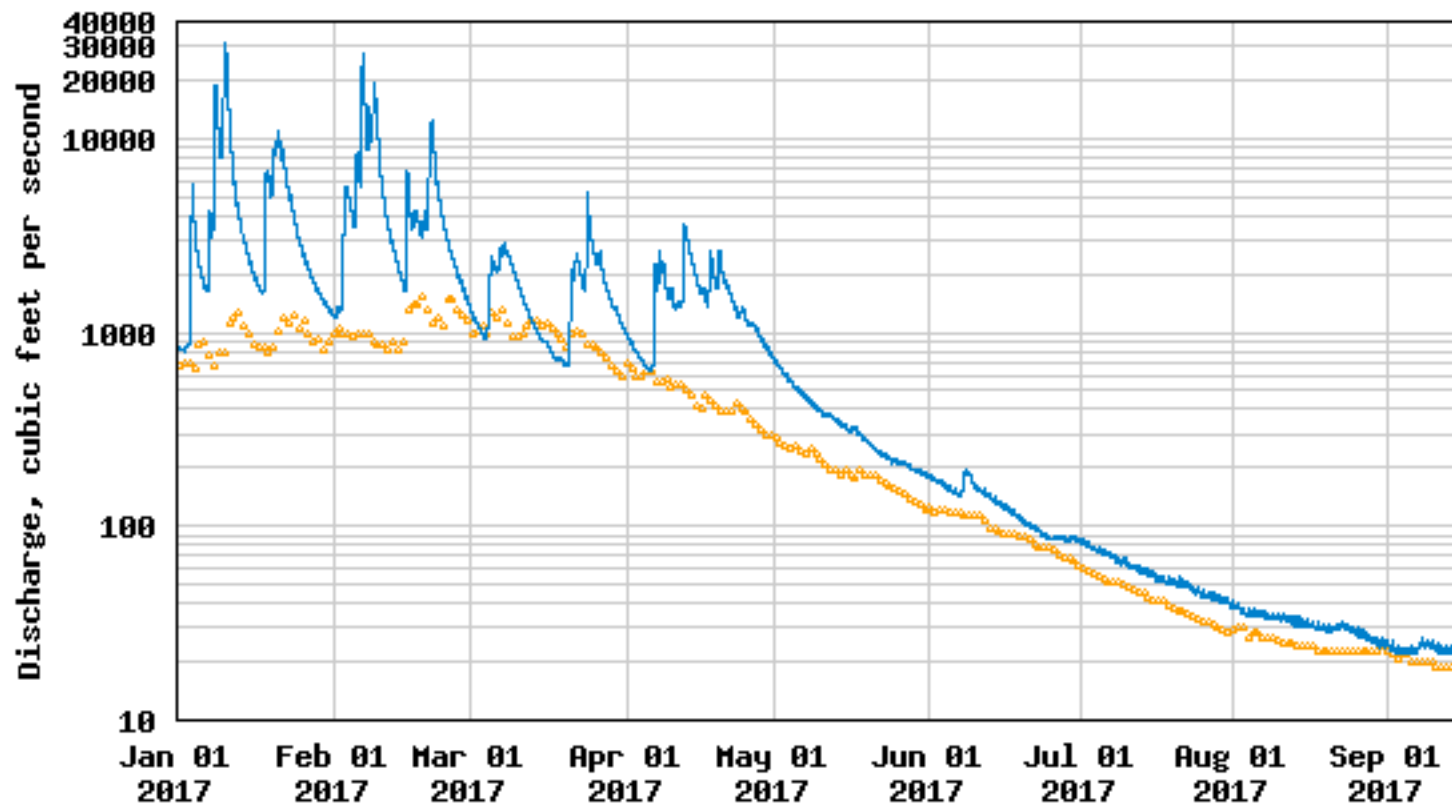


- Median daily statistic (43 years)
- Period of approved data
- Discharge

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USGS 11475800 SF EEL R A LEGGETT CA



---- Provisional Data Subject to Revision ----

• Median daily statistic (44 years) — Discharge

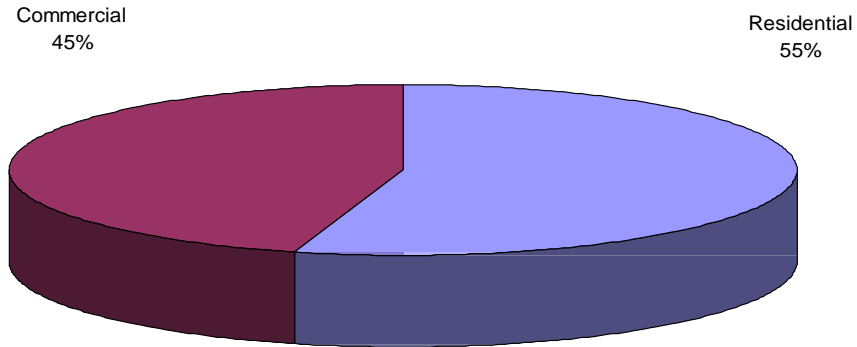
TREATED WATER 2012—2016

January	February	March	April	May	June	July	August	September	October	November	December	Total
2012												
3,999,930	3,929,543	4,153,420	4,089,241	4,729,305	5,737,609	7,190,898	7,942,414	7,103,756	5,670,588	4,564,745	3,671,259	62,782,708
2013												
3,998,509	3,815,174	4,233,530	4,246,471	5,475,061	5,708,886	7,184,166	6,979,064	6,060,446	5,345,208	4,611,869	5,013,320	62,671,704
2014												
4,595,114	4,460,997	4,478,725	4,477,004	4,477,004	6,156,562	6,765,060	6,007,189	5,371,454	5,384,227	4,602,645	5,004,381	57,303,358
2015												
4,527,700	4,079,710	4,551,059	4,401,071	5,270,570	5,514,390	5,396,100	5,992,600	4,533,400	4,549,500	3,448,661	2,954,979	55,219,740
2016												
3,354,982	3,085,415	3,662,700	3,460,100	4,114,650	4,996,150	5,636,410	6,279,000	5,603,599	4,578,990	4,012,611	3,797,100 *	49,226,725

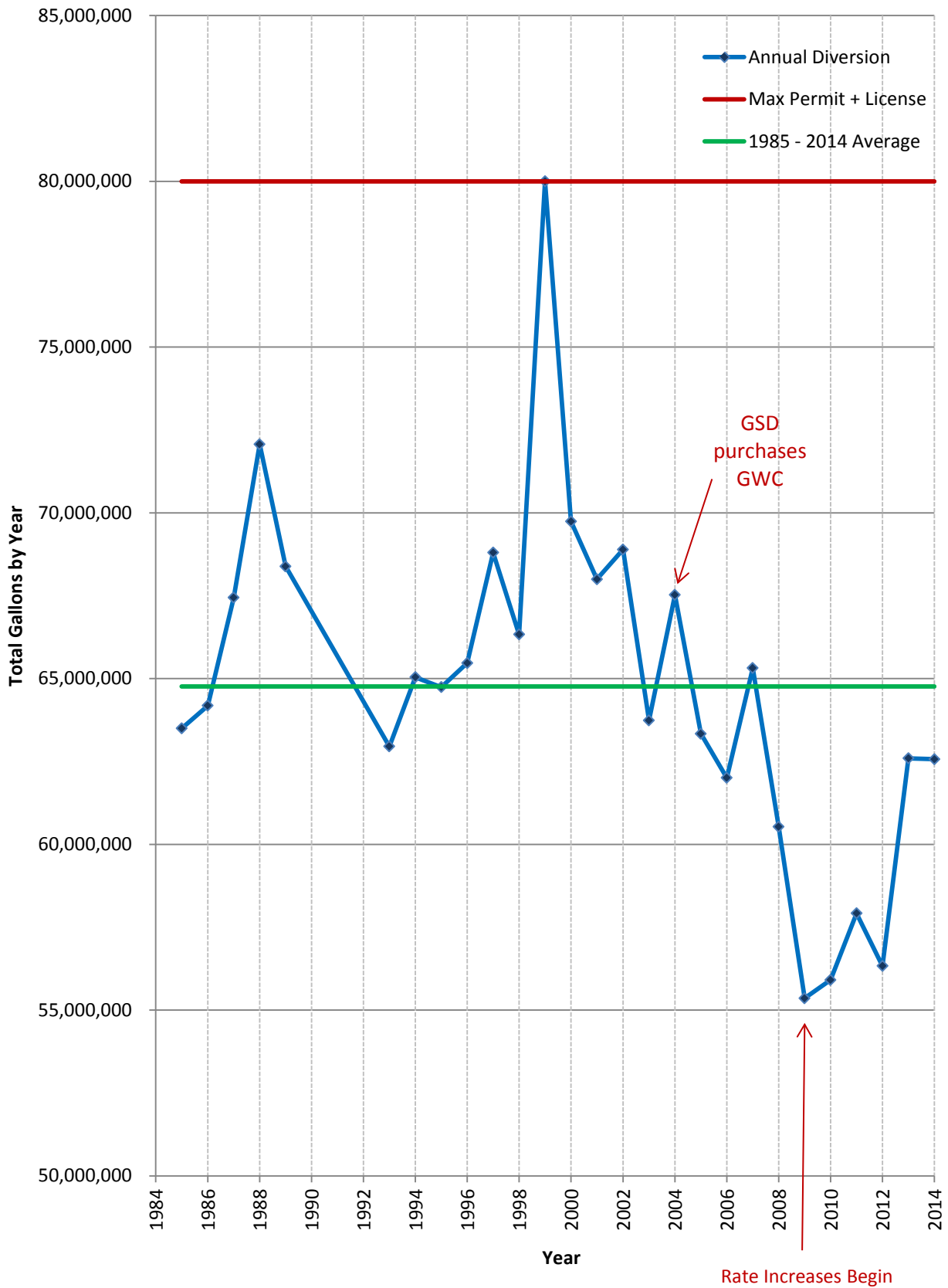
Water Customers

The District currently provides water service to approximately 400 predominantly residential connections. Water consumption for calendar year 2008 shows that while service connections are for predominantly residential connections they account for 55% of the water consumption while commercial connections account for 45% of the water consumption.

Water Consumption Calendar Year 2008



Summary by Year of Water Diversion Reported



Summary of Proposed Rates – Approved by the Board of Directors on August 25, 2009

SCHEDULE OF MONTHLY WATER RATES

Meter Size	Proposed 35% Increase 9/2009	Proposed 20% Increase 7/2010	Proposed 10% Increase 7/2011	Proposed 3% Increase 7/2012	Proposed 3% Increase 7/2013
<u>5/8" & 3/4"</u>	\$43.00	\$51.60	\$56.76	\$58.46	<u>\$60.22</u>
1"	86.00	103.20	113.52	116.93	120.43
<u>1.5"</u>	172.00	206.40	227.04	233.85	<u>240.87</u>
2"	258.00	309.60	340.56	350.78	361.30
Upper Zone Fixed Surcharge	\$5.00	\$6.00	\$6.60	\$6.80	\$7.00
Tier 1 0-5 hcf (\$/hcf)	\$0.50	\$0.60	\$0.66	\$0.68	\$0.70
Tier 2 Over 5 hcf (\$/hcf)	\$2.75	\$3.30	\$3.63	\$3.74	\$3.85
Non-Single Family Residential/Commercial (\$/hcf)	\$1.90	\$2.28	\$2.51	\$2.59	\$2.67
Upper Zone Variable Surcharge (\$/hcf)	\$0.40	\$0.48	\$0.53	\$0.54	\$0.56

SCHEDULE OF MONTHLY SINGLE FAMILY RESIDENTIAL WASTEWATER RATES

Single Family Residential	Proposed 50% Increase 9/2009	Proposed 3% Increase 7/2010	Proposed 3% Increase 7/2011	Proposed 3% Increase 7/2012	Proposed 3% Increase 7/2013
<u>Base Monthly Charge</u>	\$31.09	\$32.02	\$32.98	\$33.97	<u>\$34.99</u>
<u>Consumption per hcf</u>	2.58	2.66	2.74	2.82	<u>2.90</u>

**SCHEDULE OF MONTHLY NON-SINGLE FAMILY
RESIDENTIAL/COMMERCIAL WASTEWATER RATES**

Non-Single Family Residential/Commercial	Proposed 50% Increase 9/2009	Proposed 3% Increase 7/2010	Proposed 3% Increase 7/2011	Proposed 3% Increase 7/2012	Proposed 3% Increase 7/2013
Base Monthly Charge	varies	varies	varies	varies	varies
Consumption Charge \$/hcf					
Low	\$1.89	\$1.95	\$2.01	\$2.07	\$2.13
Domestic	2.36	2.43	2.50	2.58	2.66
Medium	3.54	3.65	3.76	3.87	3.98
<u>High</u>	4.72	4.86	5.01	5.16	<u>5.31</u>

All non-single family water customers (multi-family, commercial, irrigation) will be billed a monthly meter charge based on meter size plus a uniform consumption charge for all water consumed.

SCHEDULE OF MONTHLY WATER RATES

Meter Size	Proposed 35% Increase 9/2009	Proposed 20% Increase 7/2010	Proposed 10% Increase 7/2011	Proposed 3% Increase 7/2012	Proposed 3% Increase 7/2013
<u>5/8" & 3/4"</u>	\$43.00	\$51.60	\$56.76	\$58.46	<u>\$60.22</u>
1"	86.00	103.20	113.52	116.93	120.43
<u>1.5"</u>	172.00	206.40	227.04	233.85	<u>240.87</u>
2"	258.00	309.60	340.56	350.78	361.30
Upper Zone Fixed Surcharge	\$5.00	\$6.00	\$6.60	\$6.80	\$7.00
Tier 1 0-5 hcf (\$/hcf)	\$0.50	\$0.60	\$0.66	\$0.68	\$0.70
Tier 2 Over 5 hcf (\$/hcf)	\$2.75	\$3.30	\$3.63	\$3.74	\$3.85
Non-Single Family Residential/Commercial (\$/hcf)	\$1.90	\$2.28	\$2.51	\$2.59	\$2.67
Upper Zone Variable Surcharge (\$/hcf)	\$0.40	\$0.48	\$0.53	\$0.54	\$0.56

Current Charges With 1.5" Meter

WAC15---Commercial Water Base Rate (**1.5" meter**) and Consumption: \$240.87 + (15 Units x 2.67)=\$40.05--Total=\$280.92

CSB01---Commercial Sewer Base Rate: \$184.17

CSC03---Commercial Sewer Consumption (15 Units) x \$3.59 = \$53.73

Total Monthly Charge Water and Sewer---**\$518.82**

Possible Action With 3/4" Meter

WAC15---Commercial Water Base Rate (**3/4" meter**) and Consumption: \$60.22 + (15 Units x 2.67) = \$40.05---Total= \$100.27

CSB01---Commercial Sewer Base Rate: \$2.67 x 15 units (\$40.05) + (\$79.65) Sewer Consumption= \$119.70

CSC03---Commercial Sewer Consumption 15 Units x \$5.31 = \$79.65

Total Monthly Charge-Water and Sewer---**\$299.62**

ATTACHMENT II - EXHIBIT E

Measure Z - Invoice

Agency Name Coordinator/Contact Address Phone
--

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

Description	Cost	Total Amount Due
Personnel Costs (Wages and Benefits)	\$0.00	
Operational Costs (Rent, Utilities, Phones, etc.)	\$0.00	
Consumables/Supplies (Supplies and Consumables should be separate)	\$0.00	
Transportation/Travel (Local and out of county should be separate)	\$0.00	
Other (Indirect Costs, Contracts, etc.)	\$0.00	
		\$0.00

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

Signature and date: _____

Print Name and Title: _____

Send invoice to:

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



_____ Date

_____ Date

(707) 445-7266

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF HUMBOLDT
AND
GARBERVILLE SANITARY DISTRICT
FOR FISCAL YEAR 2017-2018**

This Memorandum of Understanding (“MOU”), entered into this ____ day of _____, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Garberville Sanitary District, hereinafter referred to as “GSD,” is made upon the following considerations:

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

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

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

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

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

WHEREAS, on February 14, 2017, GSD submitted a Measure Z application to the Citizens’ Advisory Committee requesting an allocation in the amount of One Hundred Twelve Thousand Dollars (\$112,000.00) for the purpose of paying the costs and expenses associated with replacing inoperable fire hydrants in the Garberville area of Humboldt County, which is attached hereto as Exhibit A – Application for Measure Z Funding – and incorporated herein by reference; and

WHEREAS, on June 27, 2017, the Humboldt County Board of Supervisors approved the Measure Z application submitted by GSD in the amount of Sixty Thousand Dollars (\$60,000.00) through June 30, 2018; and

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

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

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1. COUNTY OBLIGATIONS:

COUNTY will provide GSD with an amount not to exceed Sixty Thousand Dollars (\$60,000.00) for the purpose of paying the costs and expenses associated with replacing inoperable fire hydrants in the Garberville area of Humboldt County (“replacement costs and expenses”).

2. GSD OBLIGATIONS:

- A. General Requirements. GSD will replace inoperable fire hydrants in the Garberville area of Humboldt County.
- B. Quarterly and Final Reports. GSD will provide quarterly and final reports to COUNTY as set forth in Exhibit B – Quarterly and Final Summary Reports – which is attached hereto and incorporated herein by reference. Any and all quarterly and final reports required hereunder shall be prepared using COUNTY’s standard Measure Z report form, which is attached hereto as Exhibit C – Quarterly and Final Report Form – and incorporated herein by reference.
- C. Social Media. GSD will post summaries of the information contained in the quarterly and final reports submitted pursuant to the terms and conditions of this MOU on GSD-maintained social media accounts as set forth in Exhibit D – Social Media Reporting Requirements – which is attached hereto and incorporated herein by reference. For purposes of this MOU, social media includes, but is not limited to, Facebook, Twitter, Instagram and Snapchat.
- D. Recognition of Measure Z Funding. GSD shall cooperate with COUNTY efforts to recognize Measure Z funding. Such recognition may take the form of press releases, photos and adhesives to equipment.

3. TERM:

This MOU shall begin on July 1, 2017 and shall remain in full force and effect until June 30, 2018, unless sooner terminated as provided herein.

4. TERMINATION:

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

terms and conditions of this MOU through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this MOU by GSD.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for replacement costs and expenses incurred pursuant to the terms and conditions of this MOU is Sixty Thousand Dollars (\$60,000.00). GSD agrees to perform all of its obligations hereunder for an amount not to exceed such maximum dollar amount. However, if the allocation of local funding resulting from the sales and use tax established by Measure Z is reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for replacement costs and expenses incurred hereunder, or terminate this MOU as provided herein.
- B. Schedule of Rates. GSD shall set forth the specific rates and costs applicable this MOU using COUNTY's standard Measure Z budget form, which is attached hereto as Exhibit E – Schedule of Rates – and incorporated herein by reference.
- C. Additional Expenses. Any additional replacement costs and expenses not otherwise provided for herein shall not be incurred by GSD, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of GSD. GSD shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which GSD estimates that the maximum payable amount will be reached.

6. PAYMENT:

GSD shall submit to COUNTY quarterly invoices itemizing all replacement costs and expenses incurred pursuant to the terms and conditions of this MOU. Invoices shall be in the format set forth in Exhibit F – Measure Z Invoice Form – which is attached hereto and incorporated herein by reference. GSD shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination date of this MOU. Payment for replacement costs and expenses incurred pursuant to the terms and conditions of this MOU will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by GSD shall be sent to COUNTY at the following address:

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

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

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

GSD: Garberville Sanitary District
Attention: Ralph Emerson
P.O. Box 211
Garberville, California 95542

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. GSD agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the replacement costs and expenses incurred hereunder, and to maintain and preserve said records for at least three (3) 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 replacement costs and expenses incurred pursuant to the terms and conditions of this MOU.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of GSD, and its subcontractors, related to the replacement costs and expenses incurred hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this MOU. GSD hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. GSD further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be confined to those matters connected with the replacement costs and expenses incurred by GSD pursuant to the terms and conditions of this MOU, including, but not limited to, the costs of administering this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions related to the replacement costs and expenses incurred pursuant to the terms and conditions of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of such audit. If the allowable expenditures cannot be determined because GSD's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

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

10. CONFIDENTIAL INFORMATION:

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

11. NON-DISCRIMINATION COMPLIANCE:

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

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

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

13. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. GSD shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, GSD's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this MOU shall not relieve GSD from liability under this provision. This provision shall apply to all claims for damages related to the replacement costs and expenses incurred by GSD pursuant to the terms and conditions of this MOU regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by GSD hereunder.

14. INSURANCE REQUIREMENTS:

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

2. Automobile/Motor Liability Insurance with a limit of liability of no less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which GSD may be exposed to liability. GSD shall require that such coverage be incorporated into its professional services agreements with any other entities.

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

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of GSD. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that GSD shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this MOU, GSD's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to GSD'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. GSD shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this MOU. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If GSD does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies available under this MOU, take out the necessary insurance, and GSD 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 GSD 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 GSD shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

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

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

GSD: Garberville Sanitary District
 Attention: Ralph Emerson
 P.O. Box 211
 Garberville, California 95542

15. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that GSD 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. GSD shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

16. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

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

17. PROVISIONS REQUIRED BY LAW:

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

18. REFERENCE TO LAWS AND RULES:

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

19. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

20. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by either party in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by the parties to obtain supplies, technical support or professional services.

21. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

22. WAIVER OF DEFAULT:

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

23. STANDARD OF PRACTICE:

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

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

25. AMENDMENT:

This MOU may be amended at any time during the term of this MOU upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.

26. TITLE TO INFORMATION AND DOCUMENTS:

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

27. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

28. ADVERTISING AND MEDIA RELEASE:

All informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. COUNTY shall provide to GSD suggested language, and a Measure Z Logo, for all press releases. In addition, GSD shall inform COUNTY of all requests for interviews by media related to this MOU before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Humboldt County Administrative Officer.

29. SURVIVAL:

The duties and obligations of the parties set forth in Section 4(D) – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 13 – Indemnification shall survive the expiration or termination of this MOU.

30. FORCE MAJEURE:

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

31. CONFLICTING TERMS OR CONDITIONS:

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

32. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

33. INDEPENDENT CONSTRUCTION:

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

34. ENTIRE AGREEMENT:

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

35. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

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

GARBERVILLE SANITARY DISTRICT:

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Virginia Bass
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF EXHIBITS:

- Exhibit A – Application for Measure Z Funding
- Exhibit B – Quarterly and Final Summary Reports
- Exhibit C – Quarterly and Final Report Form
- Exhibit D – Social Media Reporting Requirements
- Exhibit E – Schedule of Rates
- Exhibit F – Measure Z Invoice Form

EXHIBIT B
QUARTERLY AND FINAL SUMMARY REPORT
Garberville Sanitary District
Fiscal Year 2017-2018

1. DUE DATES:

Quarterly reports are due one (1) month after the end of each quarter. Quarterly reports will be based on COUNTY fiscal year quarters. The table below shows each fiscal year quarter and the report due dates. GSD must submit a quarterly report for each quarter in which the contract is active. The Final Summary Report is due one (1) month after completion of the contract term.

Quarter	Dates Included	Date Report Due to County
1	July 1 through September 30	October 31
2	October 1 through December 31	January 31
3	January 1 through March 31	April 30
4	April 1 through June 30	July 31
Final Summary Report	Based on contract term	One month after term end

2. SUBMISSION OF REPORTS:

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

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

EXHIBIT C
QUARTERLY AND FINAL REPORT FORM
Garberville Sanitary District
Fiscal Year 2017-2018



COUNTY OF HUMBOLDT – MEASURE Z
Report Form

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

Contact Name: _____ **Phone:** _____

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

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

A. Results/Outcomes

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

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

A. Lessons Learned

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

EXHIBIT D
SOCIAL MEDIA REPORTING REQUIREMENTS
Garberville Sanitary District
Fiscal Year 2017-2018

1. DUE DATES:

GSD will post Measure Z updates on GSD-maintained social media accounts within two (2) weeks of submitting quarterly and final reports to COUNTY pursuant to the terms and conditions of this MOU.

2. SOCIAL MEDIA ACCOUNT IDENTIFICATION:

Measure Z updates posted on social media accounts shall clearly identify the agency receiving Measure Z funds and the projects funded by the Measure Z funds that have been allocated thereto. Please indicate below the social media account(s) where GSD will post Measure Z updates:

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

3. CONTENT OF SOCIAL MEDIA POSTS:

The social media posts required pursuant to the terms and conditions of this MOU are meant to inform the public of progress with projects funded by Measure Z. As such, GSD’s social media posts should summarize the content included in each of the quarterly final reports submitted to COUNTY. Such posts can be done in text or video.

Posts will include “#MeasureZ” on Twitter and Facebook to help the public identify Measure Z posts.

Example Facebook post:

“#MeasureZ update: Over the last quarter we [] brief description of Measure Z activities completed and/or total numbers served []. During our efforts this quarter we’ve seen [] brief description of the difference Measure Z funding has made in our community and for the population you are serving [].

7.2 Smoking Policy

GSD is committed to providing a safe and healthy environment for employees and visitors. Therefore, smoking **any substance** is not permitted in the workplace.

7.3 Alcohol, **Marijuana** and Drug Use Policy

In accordance with our general personnel policies, whose overriding concern is a regard for the employee as an individual as well as a worker, GSD has adopted the following policy:

- a. We believe alcoholism and drug dependencies are illnesses and should be treated as such.
- b. **We believe the majority of employees who develop these dependencies can be helped to recover, and the District shall offer or facilitate appropriate assistance for the employee.**
- c. **We believe it is in the best interest of employees and the District that when alcoholism or drug dependency is present, it should be diagnosed and treated at the earliest possible stage. We believe the decision to seek diagnosis and accept treatment for any suspected illness is the responsibility of the employee. However, continued refusal of an employee to seek treatment when it appears that substandard performance may be caused by any illness is not tolerated.**
- d. **We believe the decision to seek diagnosis and accept treatment for any suspected illness is the responsibility of the employee. However, continued refusal of an employee to seek treatment when it appears that substandard performance may be caused by any illness is not tolerated.**
- e. **We believe it is in the best interest of employees and the District that when alcoholism or drug dependency is present, it should be diagnosed and treated at the earliest possible stage.** The District requires all new employees to pass a drug screening, and may, at its discretion, require further drug screening. **The District reserves the right to screen employees for drug use as permitted by law including random drug screening of all employees, including managers, as well as drug and alcohol testing of individuals for cause**
- f. Confidential handling of the diagnosis and treatment of alcoholism or drug dependency will be the responsibility of the **appropriate manager General Manager or designee and the District Administrator.**
- g. **The objective of this policy is to retain employees who may develop alcohol or drug dependency by helping them to arrest its further advance before the condition renders them unemployable. Any employee who uses doctor prescribed drugs including medical marijuana must report such use to the General Manager or designee and be approved prior to employment or assigned tasks.**
- h. **All employees should be aware that the use of alcohol or any drugs interfering with safe and efficient functioning on the job is a matter of District concern and will be dealt with in an appropriate manner.**
- i. Employees are prohibited from drinking alcoholic beverages **or using unauthorized drugs** on company time or on company premises., **reporting to work or driving a District vehicle while under the influence of alcohol or drugs.** Employees are prohibited from working, driving a District vehicle or appearing on Garberville Sanitary District premises under the influence of or in the possession of alcohol, illegal drugs, controlled substances, prescription drugs, or over-the-counter remedies that may impair the employee's ability to function, or that may endanger the safety of others.
- j. Substantial evidence of illegal actions on the job, including the use of illegal drugs, when such actions can be traced to specific employees, will be reported to the appropriate authority and will result in disciplinary action by the District.
- k. Employees convicted of illegal drug traffic charges will be immediately terminated. Employees found to be involved in such traffic on company premises or during working hours will be terminated and reported to the appropriate authorities.

- I. All employees must pass a drug and alcohol screen prior To employment to beginning their duties. (See section 3.3.) The District reserves the right to screen employees for drug use as permitted by law including random drug screening of all employees, including managers, as well as drug and alcohol testing of individuals for cause.