



# GARBERVILLE SANITARY DISTRICT

P.O. BOX 211 • GARBERVILLE, CA 95542 • (707) 923-9566

## BOARD AGENDA MEMORANDUM

Meeting Date: September 19, 2017  
To: Garberville Sanitary District Board of Directors  
From: Jennie Short, Consultant Project Manager  
Subject: Memorandum of Understanding between County of Humboldt and GSD for Measure Z funds - Hydrant Replacement Project

### GENERAL OVERVIEW

In August 2014, Tyco Fire & Security Simplex Grinnell performed testing and/or inspection on the hydrants in the Garberville Area. Thirty-one hydrants were inspected; of those 14 failed and 2 were critically deficient (there was no water flow from the hydrant when fully opened). Over the past few years the District has been working on replacing and installing fire hydrants throughout the District. Each year we replace two or three hydrants due to budget constraints. The average cost per hydrant is approximately \$8,000.

On February 10, 2017, the District submitted a Measure Z Application for Funding in the amount of \$112,000 to cover the costs and expense associated with replacing these 14 inoperable hydrants at a cost of \$8,000 each. This application was not prioritized by the Citizens' Advisory Committee of Measure Z Expenditures due to a form being omitted from the application received by the County's Administrative Office. On May 1, 2017, an expanded application was submitted to the CAO's office and the Board of Supervisors via Estelle Fennell for the Board of Supervisors' consideration at the May 2, 2017, meeting. At that meeting the Board graciously made the decision to set aside funding in the amount of \$60,000 for GSD. Upon adoption of the County's budget, those funds could be contracted for expenditure by GSD for use on hydrant replacements.

On September 5, 2017, the CAO's staff provided the attached Memorandum of Understanding for Measure Z funds for Fiscal Year 2017-2018. This agreement contains some unusual verbiage for a construction agreement. We are agreeing to perform quarterly reporting including posting the content of these quarterly reports via social media. We do not currently have a social media account, so to comply with this contract term we will probably need to create one. If the County finds that there are insufficient funds from the Measure Z sales tax, they can terminate the agreement and we will only be compensated for the expenses incurred as of the date of the termination notice. All expenses must be incurred by June 30, 2018, and the final reimbursement request must be submitted to the County by July 30, 2018. The District's current insurance limits and coverages are in excess of those required by the contract language listed in section 14.

The funding amount of \$60,000 should allow us to replace between seven and eight hydrants. We will put out a request for bids for 8 hydrants in hopes that we can complete all 8 for the \$60,000. The 8 hydrants that will be included in the bid package are:

1. Corner of Riverview and Sprowel Creek Road (Critically Deficient)
2. Across St from Garberville Motel–Redwood Dr. (Critically Deficient)
3. Alder Point Rd. at driveway to Alder point tank site
4. In front of Lone Pine Motel - Redwood Dr.
5. In front of Calicos restaurant - Redwood Dr.
6. Across from fire department–Locust St.
7. Northbound 101 on-ramp/Napa Auto–Redwood Dr.-Locust St.
8. Corner of Wallen Rd and Meredith Ln.

## **STAFF RECOMMENDATION FOR BOARD ACTIONS**

Staff recommends that the Board:

1. Approve the attached MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF HUMBOLDT AND GARBERVILLE SANITARY DISTRICT FOR FISCAL YEAR 2017-2018.
2. Authorize the Board Chair to sign the MOU on behalf of the District
3. Authorize preparation and distribution of a request for bids for replacement of these eight hydrants

## **ATTACHMENTS**

1. MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF HUMBOLDT AND GARBERVILLE SANITARY DISTRICT FOR FISCAL YEAR 2017-2018; with Exhibits Attached
2. Fire Hydrant Inspection Report from August 2014
3. May 1, 2017 Updated Measure Z Funding Application submitted to County Board of Supervisors

**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: Linda Broderson

Title: Chair, GSD Board of Directors

**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



RECEIVED  
FEB 14 2017  
CAO

## CITIZENS' ADVISORY COMMITTEE ON MEASURE Z EXPENDITURES

(Advisory Committee will make recommendations to the Humboldt County Board of Supervisors as to expenditure of funds derived from Measure Z.)

### APPLICATION FOR FUNDING

Agency Name: Garberville Sanitary District

Mailing Address: PO Box 211

Contact Person: Ralph Emerson

Title: General Manager

Telephone: (707) 923-9566

E-mail address: remerson@garberville.sd.org

1. AMOUNT OF MEASURE Z FUNDING REQUESTED FOR FY 2017-18: \$ 112,000

2. ENTITY TYPE -- Please check appropriate box.

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

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

Garberville Sanitary District is responsible for maintaining the fire hydrants in Garberville and 14 hydrants do not work or do not work correctly which creates a health and safety concern in case of a fire.



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

Measure Z Committee,

February 10, 2017

**Garberville Sanitary District provides water and sewer service to the residents within the boundaries of the District and we are responsible for the installation and maintenance of all fire hydrants. Over the years many fire hydrants have been neglected and either do not work or do not work properly.**

**The Governing Board has authorized me to insure all fire hydrants are operable and able to protect the Garberville community in the event of a fire. Budget limitations have been a factor in not making these improvements and providing reliable fire suppression which is why we adopted a long term plan of budgeting money each year for hydrant repairs or replacement.**

**My concern is that at a rate of adding one or two hydrants per year, the residents of Garberville will not be fully protected with fire suppression capability through fire hydrants for 10 years.**

**Garberville Sanitary District thanks you in advance for considering us eligible for Measure Z funding to insure our community's protection from fire.**

Respectfully,

Ralph Emerson

**General Manager  
Garberville Sanitary District**

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

This request is not for continuation of existing program.

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

We will notify the public that measure Z money was received and being used to install new fire hydrants for the safety of Garberville residents.

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 other entity will be involved.

**ATTACHMENTS—Please include the following with your application**

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

**Prior Year Results:** If your request is a continuation of a program funded with Measure Z in prior fiscal years, please provide the results of implementation. (one page maximum)

**Program Budget**

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

DATE: 2/10/17

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.

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**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 March31	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](mailto: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*)

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3. CONTENT OF SOCIAL MEDIA POSTS:

The social media posts required pursuant to the terms and conditions of this MOU are meant to inform the public of progress with projects funded by Measure Z. As such, 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\_\_\_\_].

**MOU Exhibit E - Schedule of Rates**

**Revised Budget Based Upon Allocated Amount**

**GARBERVILLE SANITARY DISTRICT**

Invoice Date: 05/02/2017

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

Invoice Period: July - Sept. 2015

Descriptions	Amounts	Approved Budget
--------------	---------	-----------------

**A. Personnel Costs**

Title:		
Salary and Benefits Calculation:		
Duties Description:		
Title:		
Salary and Benefits Calculation:		
Duties Description:		

**Total Personnel:** 0.00 0.00

**B. Operational Costs (Rent, Utilities, Phones, etc.)**

Title:		
Description:		
Title:		
Description:		

**Total Operating Costs:** 0 0

**C. Consumables/Supplies (Supplies and Consumables should be separate)**

Title:		
Description:		

**Total Consumable/Supplies:** 0 0

**D. Transportation/Travel (Local and Out-of-County should be separate)**

Title:		
Description:		
Title:		
Description:		

**Total Transportation/Travel Costs:** 0 0

**E. Fixed Assets**

Title: <b>HYDRANTS</b>		
Description: <b>MATERIALS COST OF \$4,000 PER HYDRANT FOR 8 HYDRANTS</b>		<b>32,000</b>
Title: <b>HYDRANT INSTALLATION</b>		
Description: <b>CONTRACT FOR INSTALLATION OF 8 HYDRANTS AT \$4,000 PER HYDRANT FOR 14 HYDRANTS</b>		<b>32,000</b>
Title:		
Description:		
Title:		
Description:		

**Total Other Costs:** 64,000 0

**Budget Total:** 64,000

# MOU EXHIBIT F

## Measure Z - Invoice

**Agency Name**  
**Coordinator/Contact**  
**Address**  
**Phone**

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

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

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

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

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

Signature and date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Send invoice to:

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



(707) 445-7266

\_\_\_\_\_ Date

\_\_\_\_\_ Date

**tyco**

Fire &  
Security

**SimplexGrinnell**

Fire Hydrants

SimplexGrinnell  
3077 Wiljan Ct., Suites A&B  
Santa Rosa, CA 95407  
Phone: 707 578-3212  
Fax: 707 578-3902  
Inspector(s): Geoffrey Azevedo  
CA License # 986047

Garberville Fire Protection District  
680 LOCUST ST  
GARBERVILLE, CA 95542

Contact:

Name:	Kent Scown
Phone:	1 707 223-1959
E-Mail:	<a href="mailto:kentscown@gmail.com">kentscown@gmail.com</a>

Inspection Type

Annual

SR# 30006072

8/29/14

**NFPA 25, as amended by CCR, Title 19**

Property Information:

Name: Garberville Fire Protection District  
 Address: 680 LOCUST ST  
 City: GARBERVILLE, CA 95542  
 Zip: 95464  
 Contact: Kent Scown  
 Telephone: 1 707 223-1959

Occupancy/Use: City Fire Mains  
 Construction Type: Dry Barrel Systems  
 No. Stories: N/A  
 Year Constructed: Unkown



95464-0000

Name: SimplexGrinnell  
 Address: 3077 Wiljan Ct., Suites A&B  
 City: Santa Rosa  
 Zip: 95407  
 Contact: Kent Scown  
 Telephone: 707 578-3212  
 CA License #: 986047  
 Job #: SR# 30006072  
 Performed by: Geoffrey Azevedo  
 (Print)

31 Number of System Hydrants

Copy Sent to:  
 Owner ate \_\_\_\_\_  
 Fire AHJ ate 8/29/14  
 Contractor ate \_\_\_\_\_

**NOTES:**  
 1) For specific inspection, testing, and maintenance requirements and information, see NFPA 25, 2002 Edition as amended by California Code of Regulations, Title 19, §901 to §906  
 2) Inspection items may be performed by the Owner in accordance with California Code of Regulation Title 19 §904.1(a)

Note: Contractor information may be pre-printed

Forms included with this report	NFPA 25 Chapter	Number of Forms	N/A	FAIL*	Pass
Automatic Sprinkler System	5				
Standpipe and Hose System	6				
Private Fire Main System	7			Fail	
Fire Pump	8				
Water Storage Tank	9				
Water Spray System	10				
Foam Water Sprinkler System	11				

\*See "Deficiencies and Comments" section at end of each respective form.

**Inspection, Testing, and Maintenance Private Fire Main Systems  
NFPA 25, Chapter 7 as amended by CCR, Title 19**

<p>Date of Inspection, Testing, Maintenance: <u>9/5/14</u></p> <p>Property Information:                  Name: <u>Garberville Fire Protection District</u>                  Address: <u>680 LOCUST ST</u>                  City: <u>GARBERVILLE, CA 95542</u>                  95464-0000</p>	<p>Abbreviation Key:</p> <p><input type="checkbox"/> I = Inspection  <input type="checkbox"/> T = Test  <input type="checkbox"/> M = Maintenance  <input type="checkbox"/> A-O = After Operation  <input type="checkbox"/> MI = Per Manufacturer's Instructions</p>
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					Fail	N/A	Pass
1.1	I	Quarterly	Hose Houses	7.2.2.7		X	
1.2	I	Quarterly	Control Valves	12.3.2.1			X
1.3	I	Quarterly	Pressure Regulating Devices	12.5.1.1 12.5.4.1		X	
1.4	I	Quarterly	Backflow Preventers	12.6.1		X	
1.5	I	Semi-annually	Monitor Nozzles	7.2.2.6		X	
1.6	I	Annually	Hydrants (Dry Barrel and Wall)	7.2.2.4			X
1.7	I	Annually	Hydrants (Wet Barrel)	7.2.2.5		X	
1.8	I	Annually	Mainline Strainers	7.2.2.3		X	
1.9	I	Annually	Piping (Exposed)	7.2.2.1		X	
1.10	I	See 7.2.2.2	Piping (Underground)	7.2.2.2		X	
2.1	T	Annually	Monitor Nozzles	7.3.3		X	
2.2	T	Annually	Hydrants	7.3.2			X
2.3	T	Annually	Control Valves - Position	12.3.3.1			X
2.4	T	Annually	Control Valves - Operation	12.3.3.1			X
2.5	T	Annually	Backflow Preventer Assemblies	12.6.2		X	
2.6	T	Annually	Supervisory Piping (Exposed and Underground)	12.3.3.5		X	
2.7	T	5 Years	Flow Test	7.3.1		X	

State Fire Marshal AES 2

31 tested  
15 failed  
2 critically deficient

<b>Inspection, Testing, and Maintenance Private Fire Main Systems</b>		Page 2 of 2
<b>NFPA 25, Chapter 7 as amended by CCR, Title 19</b>		
Date of Inspection, Testing, Maintenance: <u>9/5/14</u>	 <p>Abbreviation Key:</p> <input checked="" type="checkbox"/> I = Inspection <input type="checkbox"/> T = Test <input type="checkbox"/> M = Maintenance <input type="checkbox"/> A-O = After Operation <input type="checkbox"/> MI = Per Manufacturer's Instructions	
Property Information:		
Name: <u>Garberville Fire Protection District</u>		
Address: <u>680 LOCUST ST</u>		
City: <u>GARBERVILLE, CA 95542</u>		

Item	Activity	Frequency	Description	NFPA Reference	Fail	N/A	Pass
2.8	T	5 Years	Pressure Regulating Valve	12.5.4.2		X	
2.9	T	5 Years	Fire Department connections Back flush	12.7.4		X	
3.1	M	Annually	Mainline Strainers	7.4.2		X	
3.2	M	Annually	Hose Houses	7.4.5		X	
3.3	M	Annually	Hydrants	7.4.3			X
3.4	M	Annually	Monitor Nozzles	7.4.4		X	
3.5	M	Annually	Control Valves	12.3.4			X
3.6	M	Annually	Valves (All Types)	Chapter 12			X

**Hydrant Flow Test**

HYDRANT LOCATION	DEVICE TYPE	VISUAL	FUNCTIONAL	Psi	GPM	Test Information*	Item
Fire House	Dry Fire Hydrant	Pass	Pass	N/A	N/A	2 1/2 in connections	
Across the street from the fire house	Dry Fire Hydrant	Fail	Fail	N/A	N/A	2 1/2 in connections	Def 1
In front of the Best Western Hotel	Dry Fire Hydrant	Pass	Pass	N/A	N/A	2 1/2 in connections	
Northbound on ramp/ Napa Auto parts	Dry Fire Hydrant	Fail	Fail	N/A	N/A	2 1/2 in connections	Def 2
In front of Calico's Café	Dry Fire Hydrant	Pass	Fail	N/A	N/A	2 1/2 in connections	Def 3
In front of Lone Pine Motel	Dry Fire Hydrant	Pass	Pass	N/A	N/A	2 1/2 in connections	
Across the street from Garberville Motel	Dry Fire Hydrant	Fail	Fail	N/A	N/A	2 1/2 in connections	Def 4
In front of Feather Rose	Dry Fire Hydrant	Pass	Pass	N/A	N/A	2 1/2 in connections	
In front of Getting Up Drive Up Coffee	Dry Fire Hydrant	Pass	Fail	N/A	N/A	2 1/2 in connections	Def 5
Behind Cecil's New Orleans Bistro	Dry Fire Hydrant	Pass	Pass	N/A	N/A	2 1/2 in connections	
Corner of Locus & Maple	Dry Fire Hydrant	Fail	Pass	N/A	N/A	2 1/2 in connections	Def 6
Oak Ave	Dry Fire Hydrant	Pass	Fail	N/A	N/A	2 1/2 in connections	Def 7
Corner of Locus & Melvine	Dry Fire Hydrant	Pass	Pass	N/A	N/A	2 1/2 in connections	
End of Maple road	Dry Fire Hydrant	Pass	Pass	N/A	N/A	1 1/2 in connections	
Corner of Elm & Cedar	Dry Fire Hydrant	Pass	Fail	N/A	N/A	2 1/2 & 4 in connection	Def 8
Corner of Conger & Cedar	Dry Fire Hydrant	Pass	Pass	N/A	N/A	2 1/2 & 4 in connection	
End of Cedar Behind the Hospital	Dry Fire Hydrant	Pass	Pass	N/A	N/A	2 1/2 & 4 in connection	
Hospital parking lot (Middle)	Dry Fire Hydrant	Pass	Pass	N/A	N/A	2 1/2 & 4 in connection	
In front of motorcycle store, Near 101	Dry Fire Hydrant	Pass	Fail	N/A	N/A	2 1/2 in connections	Def 9
Corner of Riverview and Spöwel	Dry Fire Hydrant	Pass	Fail	N/A	N/A	2 1/2 in connections	Def 10

Critical

Critical

*Power creek Rd  
Williams Chevy  
Star 800*

Call Fire Station	Dry Fire Hydrant	Pass	Pass	N/A	N/A	2 1/2 in connections	
Across the street from 101 Arthur Road	Dry Fire Hydrant	Pass	Fail	N/A	N/A	2 1/2 in connections	Def 11
End of Public Arthur Road	Dry Fire Hydrant	Pass	Pass	N/A	N/A	2 1/2 in connections	
In front of 94 Christopher Ln	Dry Fire Hydrant	Pass	Pass	N/A	N/A	2 1/2 in connections	
In front of 105 Wallan Rd	Dry Fire Hydrant	Pass	Pass	N/A	N/A	2 1/2 in connections	
Across from the corner of Wallan & Meredith	Dry Fire Hydrant	Fail	Fail	N/A	N/A	2 1/2 in connections	Def 12
Across from Linda Ln	Dry Fire Hydrant	Pass	Pass	N/A	N/A	2 1/2 in connections	
Across from 880 Wallan Rd	Dry Fire Hydrant	Pass	Fail	N/A	N/A	2 1/2 in connections	Def 13
On Wallan Rd before 1221 Wallan Rd	Dry Fire Hydrant	Fail	Fail	N/A	N/A	2 1/2 in connections	Def 14
1221 Wallan Rd Driveway	Dry Fire Hydrant	Pass	Fail	N/A	N/A	2 1/2 in connections	Def 15
Rear Gate of Blue Star Gas	Dry Fire Hydrant	Pass	Pass	N/A	N/A	2 1/2 in connections	

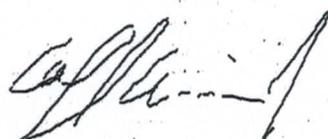
Item	Deficiencies and Comments
Item number must correspond to the Item number of the Activity listed above:	
Def 1	1) Needs landscaping hydrant is half buried. 2) A leak is present from the valve stem of the hydrant when full flow is achieved.
Def 2	1) Needs landscaping hydrant is half buried. 2) A leak is present from the top seal of the hydrant when full flow is achieved.
Def 3	A leak is present from the top seal of the hydrant when full flow is achieved.
Def 4	There is no water flow from the hydrant when fully opened, CRITICALLY DEFICIENT.
Def 5	A leak is present from the valve stem of the hydrant when full flow is achieved.
Def 6	The valve stem cap is missing.
Def 7	A leak is present from the valve stem of the hydrant when full flow is achieved.
Def 8	A leak is present from the valve stem of the hydrant when full flow is achieved.
Def 9	A leak is present from the valve stem of the hydrant when full flow is achieved.
Def 10	There is no water flow from the hydrant when fully opened, CRITICALLY DEFICIENT.
Def 11	A leak is present from the valve stem of the hydrant when full flow is achieved.
Def 12	1) Needs landscaping hydrant is half buried. 2) A leak is present from the valve stem of the hydrant when full flow is achieved.
Def 13	A leak is present from the valve stem of the hydrant when full flow is achieved.
Def 14	1) Needs landscaping hydrant is half buried. 2) A leak is present from the valve stem of the hydrant when full flow is achieved.
Def 15	A leak is present from the valve stem of the hydrant when full flow is achieved.

Notes

Note 1	The fire hydrants need to be painted and should be color coded to indicate class and GPM flow
Note 2	NFPA 291: Recommended Practice for fire flow testing and Marking of hydrants, can establish a guideline for local departments

- See Continuation Pages for Deficiencies
- PASS
- FAIL

If 5 year, by and date

  
 Supervisor On Site  
 Fri Aug 29 2014 21:30:30

  
 Geoffrey Azevedo  
 Fri Aug 29 2014 21:30:56



## CITIZENS' ADVISORY COMMITTEE ON *MEASURE Z* EXPENDITURES

(Advisory Committee will make recommendations to the Humboldt County Board of Supervisors as to expenditure of funds derived from *Measure Z*.)

### APPLICATION FOR FUNDING

Agency Name: **GARBERVILLE SANITARY DISTRICT**  
Mailing Address: **P.O. BOX 211, GARBERVILLE, CA 95542**  
Contact Person: **RALPH EMERSON** Title: **GENERAL MANAGER**  
Telephone: **(707)923-9566** E-mail address: [remerson@garbervillesd.org](mailto:remerson@garbervillesd.org)

1. AMOUNT OF MEASURE Z FUNDING REQUESTED FOR FY 2017-18: **\$112,000**

2. ENTITY TYPE -- Please check appropriate box.

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

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

**THE GARBERVILLE SANITARY DISTRICT IS RESPONSIBLE FOR MAINTAINING THE FIRE HYDRANTS IN THE TOWN OF GARBERVILLE AND SUPPLYING THE WATER TO THOSE HYDRANTS FOR THE FIRE DEPARTMENT'S USE. A FIRE HYDRANT TESTING INVENTORY WAS COMPLETED. 17 HYDRANTS WERE IDENTIFIED THAT EITHER DO NOT WORK AT ALL OR DO NOT WORK PROPERLY. THIS CREATES A HEALTH AND SAFETY HAZARD WHEN A FIRE IN THE VICINITY OF THOSE 17 LOCATIONS OCCURS. 3 HYDRANTS HAVE BEEN REPLACED SO FAR. GSD HAS BEEN ATTEMPTING TO REPLACE 2 HYDRANTS PER YEAR, BUT MEASURE Z FUNDING FOR THE REMAINING 14 HYDRANTS WOULD CREATE A SAFE ENVIRONMENT NOW FOR THE REMAINING LOCATIONS.**

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?

**OUR PROPOSAL IS FOR A FIXED ONE-TIME CONSTRUCTION EXPENSE THAT OUR EXISTING GSD BUDGET CAN AFFORD TO MAINTAIN AND SERVICE ONCE THE INSTALLATION IS COMPLETE.**

**GSD ACQUIRED AN AGING PRIVATE WATER SYSTEM IN 2004 SO THAT THE TOWN OF GARBERVILLE COULD CONTINUE TO HAVE SAFE AFFORDABLE WATER SERVICE. GSD HAS BEEN WORKING TOWARDS REPLACING THE DECAYING 75 YEAR OLD INFRASTRUCTURE A LITTLE AT A TIME.**

**THE FIRST BIG STEP WAS TO CONSTRUCT A NEW TREATMENT PLANT THAT CAN PRODUCE THE QUANTITY OF WATER NEEDED FOR FIRE FLOW.**

**THE NEXT STEP HAS BEEN TO REPLACE WATER STORAGE TANKS IN THE DISTRICT TO PROVIDE SUFFICIENT WATER STORAGE CAPACITY FOR FIRE FLOW. BOTH OF THOSE STEPS ARE COMPLETE AS OF 2016.**

**WE NOW NEED TO REPLACE THE FIRE HYDRANTS THAT PROVIDE THE ACCESS TO THESE NEW INFRASTRUCTURE IMPROVEMENTS SO THAT THEY CAN BE UTILIZED FOR FIRE SUPPRESSION EMERGENCY SERVICES.**

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

**THIS REQUEST IS NOT FOR CONTINUATION OF AN EXISTING PROGRAM**

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

**WE WILL NOTIFY THE PUBLIC THAT MEASURE Z FUNDS WERE USED TO COMPLETE THE REPLACEMENT OF THESE HYDRANTS FOR THE SAFETY OF GARBERVILL.**

**GSD WILL ALSO SUPPLY ALL THE FUNDING THAT IS REQUIRED FOR PERMITTING, ADMINISTRATION, TESTING, AND ASSOCIATED SERVICES BEYOND THE COST OF THE MATERIALS AND INSTALLATION CONTRACT.**

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 OTHER ENTITY WILL BE INVOLVED.**

**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)

**ATTACHMENT 1**

**Prior Year Results:** If your request is a continuation of a program funded with *Measure Z* in prior fiscal years, please provide the results of implementation. (one page maximum)

**NOT APPLICABLE**

**Program Budget**

**ATTACHMENT 2**

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

DATE: FEBRUARY 10, 2017

SIGNATURE: \_\_\_\_\_

  
RALPH EMERSON, GENERAL MANAGER

**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.

---



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

Measure Z Committee,

February 10, 2017

**Garberville Sanitary District provides water and sewer service to the residents within the boundaries of the District and we are responsible for the installation and maintenance of all fire hydrants. Over the years many fire hydrants have been neglected and either do not work or do not work properly.**

**The Governing Board has authorized me to insure all fire hydrants are operable and able to protect the Garberville community in the event of a fire. Budget limitations have been a factor in not making these improvements and providing reliable fire suppression which is why we adopted a long term plan of budgeting money each year for hydrant repairs or replacement.**

**My concern is that at a rate of adding one or two hydrants per year, the residents of Garberville will not be fully protected with fire suppression capability through fire hydrants for 10 years.**

**Garberville Sanitary District thanks you in advance for considering us eligible for Measure Z funding to insure our community's protection from fire.**

Respectfully,

A handwritten signature in cursive script, appearing to read "Ralph Emerson".

Ralph Emerson

**General Manager  
Garberville Sanitary District**

ATTACHMENT II - EXHIBIT A  
**Budget**  
 GARBERVILLE SANITARY DISTRICT

Invoice Date: 02/10/17

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

Invoice Period: July - Sept. 2015

Descriptions	Amounts	Approved Budget	Remaining Balance
<b>A. Personnel Costs</b>			
Title: Salary and Benefits			
Calculation:			0.00
Duties Description:			
Title: Salary and Benefits			
Calculation:			0
Duties Description:			
Title: Salary and Benefits			
Calculation:			0
Duties Description:			
Title: Salary and Benefits			
Calculation:			0
Duties Description:			
<b>Total Personnel:</b>		<b>0.00</b>	<b>0.00</b>
<b>B. Operational Costs (Rent, Utilities, Phones, etc.)</b>			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
<b>Total Operating Costs:</b>		<b>0</b>	<b>0</b>
<b>C. Consumables/Supplies (Supplies and Consumables should be separate)</b>			
Title: HYDRANTS			
Description: MATERIALS COST OF \$4,000 PER HYDRANT FOR 14 HYDRANTS		56000	
Title: HYDRANT INSTALLATION			
Description: CONTRACT FOR INSTALLATION OF HYDRANTS AT \$4,000 PER HYDRANT FOR 14 HYDRANTS		56000	
Title:			
Description:			
Title:			
Description:			
<b>Total Consumable/Supplies:</b>		<b>112000</b>	<b>0</b>

ATTACHMENT II - EXHIBIT A  
**Budget**  
 GARBERVILLE SANITARY DISTRICT

Invoice Date: 02/10/17

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

Invoice Period: July - Sept. 2015

Descriptions	Amounts	Approved Budget	Remaining Balance
<b>D. Transportation/Travel (Local and Out-of-County should be separate)</b>			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
<b>Total Transportation/Travel Costs:</b>		<b>0</b>	<b>0</b>
<b>E. Fixed Assets</b>			
Title:			
Description:			
Title:			
Description:			
<b>Total Other Costs:</b>		<b>0</b>	<b>0</b>
<b>Invoice Total:</b>		<b>112,000.00</b>	