



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-11

For Meeting of September 6, 2016

Date: August 9, 2016
To: Board of Supervisors
From: Robert Wall, AICP, Director Planning and Building *RSW*
Subject: Memorandum of Understanding (MOU) with City of Trinidad for Assistance with Income Assessment and Verification Services

RECOMMENDATION(S):

That the Board of Supervisors review, approve and authorize the Board Chair to sign the attached Memorandum of Understanding with the City of Trinidad for Assistance with Income Assessment and Verification Services.

SOURCE OF FUNDING:

City of Trinidad

DISCUSSION:

The County of Humboldt Housing Division staff has been approached by Trinidad city staff to assist them with income assessment and verification services.

Prepared by Paula Mushrush

CAO Approval *Cheryl Dillingham*

REVIEW: Auditor _____ County Counsel *NAD* Human Resources *RW* Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor *Sundberg* Seconded by Supervisor *Bass*
Ayes *Sundberg, Fennell, Lovelace, Behn, Bass*
Nays _____
Abstain _____
Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

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

Dated: *Sept. 16, 2016*
By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

The City entered into grant agreement for a Trinidad Westhaven Coastal Water Quality Restoration Project with the State Water Resources Control Board funded by a Proposition 84 Clean Beaches Initiative Grant. The grant involves repairing or replacing onsite wastewater treatment systems on priority parcels in Parker Creek, Lower Luffenholtz Creek, and Joland Creek watersheds to reduce bacterial contamination at area coastal beaches.

One of the grant requirements is an assessment of household income to determine appropriate match requirements for interested property owners, based on income. The City has a small staff and needs assistance with this task. Planning and Building Department housing staff have experience managing several housing programs that require determining income, including the homebuyer programs and monitoring multi-family properties.

FINANCIAL IMPACT:

Approval and signing of the MOU will assist the City of Trinidad in preparing reviewing applicant documents to determine household income. All costs associated with the assistance will be reimbursed.

This supports the Board of Supervisors Strategic Framework by partnering with another jurisdiction to improve health and safety in the community.

OTHER AGENCY INVOLVEMENT:

City of Trinidad

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not sign an agreement with the City of Trinidad. This is not recommended as all costs for the proposed work are reimbursed and it creates good will with a neighboring city.

ATTACHMENTS:

Memorandum of Understanding (MOU) with City of Trinidad for assistance

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF HUMBOLDT AND THE CITY OF TRINIDAD TO PROVIDE INCOME
ASSESSMENT AND VERIFICATION SERVICES FOR GRANT PROJECT**

This Agreement is made and entered into this 6th day of September, 2016, by and between the County of Humboldt, a political subdivision of the State of California, herein referred to as "COUNTY" and the City of Trinidad, an incorporated city, herein referred to as "CITY" and collectively referred to as the "PARTIES."

WHEREAS, the CITY has entered into Grant Agreement 14-477-550 for the Trinidad Westhaven Coastal Water Quality Restoration Project, OWTS Emphasis (GRANT PROJECT) with the State Water Resources Control Board funded by a Proposition 84 Clean Beaches Initiative Grant; and

WHEREAS, the PROJECT purpose is to repair or replace Onsite Wastewater Treatment Systems (OWTS) on priority parcels in Parker Creek, Lower Luffenholtz Creek, and Joland Creek watersheds to reduce bacterial contamination at area coastal beaches; and

WHEREAS, GRANT PROJECT requires a household income assessment to determine appropriate match requirements for interested property owners; and

WHEREAS, the COUNTY has the experience and capacity to provide income assessment and verification services; and

WHEREAS, PARTIES desire the COUNTY to administer a homeowner income assessment and verification program (PROGRAM) for the GRANT PROJECT; and

WHEREAS, the CITY has funding to pay the COUNTY to administer the PROGRAM; and

WHEREAS, the PARTIES now desire to enter into this Agreement to have the CITY pay the COUNTY to administer PROGRAM for the purposes of the GRANT PROJECT.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. COUNTY agrees to administer an income assessment and verification program and answer general questions regarding the CITY programs as outlined in the Scope of Services in Attachment A, which is incorporated herein by reference.
2. CITY shall compensate COUNTY for all services performed pursuant to this Agreement.
 - a. Compensation Not to Exceed \$4,000. Compensation shall be billed at a burdened hourly rate. The burdened rate includes salaries and benefits. Burden rates are subject to change. The current rate of the primary staff member assigned to this task is \$55.06. From time to time other staff may be assigned and their rates vary from \$40.00 to \$100.
 - b. Travel shall be reimbursed at the County prevailing rate, which is currently .54/mile.
 - c. COUNTY will provide CITY with a detailed billing invoice no less than calendar quarterly, within 30 days of the end of the period, setting forth both the hours expended and the travel expenses incurred pursuant to this Agreement. CITY shall thereafter pay COUNTY

the amount as stated in the billing statement within thirty (30) days of submission of such statement to the CITY.

3. The two staff members who will be managing this contract on behalf of the COUNTY and the CITY are listed below. In the event one of these individuals leaves their employment or changes jobs within the COUNTY or CITY, the PARTIES shall notify each other of this fact within ten (10) working days.

County of Humboldt
Paula Mushrush
Economic Development Coordinator
520 E Street
Eureka, CA 95501

City of Trinidad
Becky Price-Hall
City Grant Coordinator
P. O. Box 390
Trinidad, CA 95570

4. Term of Agreement: This agreement shall commence upon the signatures of both parties, and shall terminate December 31, 2017. Early termination of the Contract may be effectuated by written notice from the County, without the need for action or ratification by the Humboldt County Board of Supervisors, upon twenty (20) days written notice of such termination. Early termination of the Contract may also be effectuated by written notice from the City of Trinidad, without need for action or ratification by the Trinidad City Council, upon twenty (20) days written notice of such termination.

5. Any notice required to be given pursuant to the terms and provisions herein shall be sent by First Class Mail, return receipt requested to the following addresses and shall be deemed received when placed in the stream of mail:

County of Humboldt
County Administrative Officer
825 Fifth Street, Room 112
Eureka, CA 95501

City of Trinidad
City Manager
P. O. Box 390
Trinidad, CA 95570

6. The COUNTY and the CITY are separate political agencies, County being a subdivision of the State of California and City being a municipal corporation, and as such, they are independent contractors with respect to each other. This agreement 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. Nothing in this agreement shall be construed to create an employment relationship between CITY and any employee of COUNTY, or between COUNTY and any employee of CITY. Each party shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Neither party's employees shall be entitled to any employee benefits from the other party.

7. CITY shall hold harmless, defend and indemnify COUNTY and its board of Supervisors, officers, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with COUNTY's performance hereunder or its failure to comply with any of its obligations in this MOU, except such loss or damage as was caused by the sole negligence or willful misconduct of COUNTY.

8. COUNTY shall hold harmless, defend and indemnify CITY and its City Counsel, officers, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in

connection with CITY's performance hereunder or its failure to comply with any of its obligations in this MOU, except such loss or damage as was caused by the sole negligence or willful misconduct of CITY.

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

10. This agreement shall constitute the entire agreement between the PARTIES relating to the subject matter of this agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this agreement are hereby ratified.

11. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the PARTIES.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 6th day of September, 2016:

COUNTY OF HUMBOLDT

By 
Mark Lovelace
Chairman
Humboldt County Board of Supervisors

CITY OF TRINIDAD

By 
Daniel Berman,
City Manager
City of Trinidad

ATTACHMENT A SCOPE OF SERVICES

Administer Household Income Assessment Program (PROGRAM) for City of Trinidad's Trinidad-Westhaven OWTS Upgrade Project (GRANT PROJECT) funded by a Proposition 84 Clean Beaches Initiative Grant. The purpose of the PROGRAM is to support completion of GRANT PROJECT Task 4.6:

"Conduct a household income assessment for the interested property owners [identified by City] and determine appropriate match requirements. Submit the results of the household income assessment and match responsibility per parcel to the Grant Manager."

1. COUNTY shall provide income assessment and verification assistance, including development of forms and reporting statements as needed for administering PROGRAM and assisting CITY with development of Income Verification Referral Form.
2. CITY will refer a maximum of twenty-four (24) PROGRAM applicants to County for income assessment.
3. COUNTY will verify the incomes of PROGRAM applicants through a review of self-certification income documents.
4. COUNTY will categorize PROGRAM applicants by % of Median Household Income (MHI) based on USDA/HUD income guidelines. Income categories shall be: \leq 60% of MHI; 61%-80% of MHI; 81% - 100% of MHI; and $>$ MHI.
5. COUNTY shall provide a household income category and verification statement for each applicant for the purposes of the GRANT PROJECT. The Statement will include: the applicant name, Assessor's parcel number and the household income category.
6. COUNTY shall provide all applicant files to CITY for retention in GRANT PROJECT files as documentation of all significant actions relative to the Project.
7. CITY will be responsible for determining applicant match requirements based on PROGRAM Statements.
8. COUNTY shall answer general questions from CITY about PROGRAM as needed to complete GRANT PROJECT Task 4.6.
9. COUNTY and CITY shall work together to ensure GRANT PROJECT Task 4.6. and State requirements are met.