

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF HUMBOLDT  
AND  
CITY OF EUREKA  
MEASURE Z FUNDING  
FOR FISCAL YEAR 2016-2017**

This Memorandum of Understanding ("MOU"), entered into this 4<sup>th</sup> day of October, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the City of Eureka, a municipal corporation, hereinafter referred to as "CITY," is made upon the following considerations:

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

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

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

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

WHEREAS, agencies within the County were invited to submit applications for Measure Z funding to address needs in their jurisdictions in 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 18, 2016, CITY submitted a Measure Z application to the Citizens' Advisory Committee requesting an allocation in the amount of Four Hundred and Fifty-Nine Thousand One Hundred Forty Dollars (\$459,140.00) for the purpose of assigning two (2) full-time equivalent police officers to the Humboldt County Mobile Intervention Support Team, purchasing law enforcement-related equipment and training and facilitating the provision of homeless support services, which is attached hereto as Exhibit A – Application for Measure Z Funding – and incorporated herein by reference; and

WHEREAS, on June 28, 2016, the Humboldt County Board of Supervisors approved the Measure Z application submitted by CITY in the amount of Four Hundred and Fifty-Nine Thousand One Hundred Forty Dollars (\$459,140.00) through June 30, 2017; and

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

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

1. COUNTY OBLIGATIONS:

- A. Payment for Law Enforcement Services. COUNTY will provide CITY with an amount not to exceed Two Hundred Twenty-Six Thousand Five Hundred Dollars (\$226,500.00) for the purpose of assigning two (2) full-time equivalent police officers to the Humboldt County Mobile Intervention Support Team and purchasing law-enforcement-related equipment and training.
- B. Payment for Homelessness Support Services. COUNTY will directly pay vendors for the provision of homelessness support services, including, without limitation, housing, detoxification and residential treatment services, in an amount not to exceed Two Hundred Thirty-Two Thousand Six Hundred Forty Dollars (\$232,640.00).

2. CITY OBLIGATIONS:

- A. Law Enforcement Services. CITY shall assign two (2) full-time equivalent police officers to the Humboldt County Mobile Intervention Support Team and purchase law enforcement-related equipment and training in order to reduce homelessness within the City of Eureka.
- B. Equipment Purchases. CITY shall purchase any and all law enforcement-related equipment needed by the officers assigned to the Humboldt County Mobile Intervention Support Team. All equipment purchased pursuant to the terms and conditions of this MOU shall become the property of CITY.
- C. Quarterly and Final Reports. CITY will provide quarterly and final reports to COUNTY as set forth in Exhibit B – Quarterly and Final Summary Reports – which is attached hereto and incorporated herein by reference. Any and all quarterly and final reports required hereunder shall be prepared using COUNTY’s standard Measure Z report form, which is attached hereto as Exhibit C – Quarterly and Final Report Form – and incorporated herein by reference.
- D. Recognition of Measure Z Funding. CITY will 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, 2016 and shall remain in full force and effect until June 30, 2017, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, after consultation with CITY, CITY fails to adequately fulfill its obligations hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this MOU, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this MOU immediately after providing notice to CITY in accordance with the notice provisions set forth herein.

- B. Without Cause. COUNTY may terminate this MOU without cause after providing thirty (30) days advance written notice to CITY in accordance with the notice provisions set forth herein. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this MOU are contingent upon the availability of local funding resulting from the sales and use tax established by Measure Z. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide CITY seven (7) days advance written notice, in accordance with the notice provisions set forth herein, of its intent to terminate this MOU due to insufficient funding.
- D. Compensation. In the event this MOU is terminated, CITY shall be entitled to compensation for uncompensated law enforcement services rendered, and equipment-related purchases made, pursuant to the terms and conditions of this MOU through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this MOU by CITY.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for the law enforcement services rendered, and equipment-related purchases made, pursuant to the terms and conditions of this MOU is Two Hundred Twenty-Six Thousand Five Hundred Dollars (\$226,500.00). CITY agrees to perform all of its obligations hereunder for an amount not to exceed such maximum dollar amount. However, if the allocation of local funding resulting from the sales and use tax established by Measure Z is reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder, or terminate this MOU as provided herein.
- B. Schedule of Rates. CITY shall set forth the specific rates and costs applicable to the law enforcement services to be provided, and equipment-related purchases to be made, pursuant to the terms and conditions of this MOU using COUNTY's standard Measure Z budget form, which is attached hereto as Exhibit D – Schedule of Rates – and incorporated herein by reference.
- C. Additional Services or Purchases. Any additional services or purchases not otherwise provided for herein shall not be provided or made by CITY, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CITY. CITY shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CITY estimates that the maximum payable amount will be reached. Nothing herein shall be construed to prohibit CITY from obtaining funding from other sources to perform the law enforcement services, or make the equipment-related purchases, covered by this MOU.

6. PAYMENT:

CITY shall submit to COUNTY quarterly invoices itemizing all law enforcement services rendered, and equipment-related purchases made, pursuant to the terms and conditions of this MOU. Invoices shall be in the format set forth in Exhibit E – Measure Z Invoice Form – which is attached hereto and incorporated herein by reference. CITY shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination date of this MOU. Payment for the

law enforcement services rendered, and equipment-related purchases made, pursuant to the terms and conditions of this MOU will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CITY shall be sent to COUNTY at the following address:

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

7. NOTICES:

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

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

CITY: City of Eureka  
Attention: Greg Sparks, City Manager  
531 K Street, Suite 208  
Eureka, California 95501

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CITY agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the law enforcement services provided, and equipment-related purchases made, pursuant to the terms and conditions of this MOU, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the law enforcement services provided, and equipment-related purchases made, pursuant to the terms and conditions of this MOU.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CITY, and its subcontractors, related to the law enforcement services provided, and equipment-related purchases made, pursuant to the terms and conditions of this MOU, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment hereunder. CITY hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. CITY further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the law enforcement services provided, and equipment-related purchases made,

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 law enforcement services provided, and equipment-related purchases made, pursuant to the terms and conditions of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of such audit. If the allowable expenditures cannot be determined because CITY's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CITY agrees that COUNTY has the right to monitor all activities related to this MOU, including, without limitation, the right to review and monitor CITY's records, programs or procedures, at any time, as well as CITY's overall performance hereunder, in order to ensure compliance with the terms and conditions of this MOU. Such monitoring shall not interfere with CITY operations. COUNTY is not responsible, and will not be held accountable for, overseeing or evaluating the adequacy of the results of the law enforcement services provided, and equipment-related purchases made, by CITY pursuant to the terms of this MOU.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, each party may receive information that is confidential under local, state or federal law. Each party 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, neither party shall 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. Each party 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:

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

13. INDEMNIFICATION:

- A. Mutual Indemnity. Each party hereto shall hold harmless, defend and indemnify the other party and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party, or its agents, officers, officials, employees or volunteers.
- B. Comparative Liability. Notwithstanding paragraph A above, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney's fees.

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- C. Effect of Insurance. Acceptance of insurance required by this MOU does not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to the performance of either party's obligations hereunder regardless if 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 either party hereunder.

14. INSURANCE REQUIREMENTS:

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

- A. General Insurance Requirements. Without limiting CITY's indemnification obligations provided for herein, CITY shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the 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 CITY's performance hereunder:
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 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 CITY may be exposed to liability. CITY shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as

additional insured for liability arising out of the operations performed by or on behalf of CITY. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
  - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
  - c. Is the primary insurance with regard to COUNTY.
  - d. Does not contain a pro-rata, excess only and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CITY shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
  4. For claims related to this MOU, CITY's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CITY's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the provisions of this MOU, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
  6. CITY shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this MOU. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CITY does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this MOU, take out the necessary insurance, and CITY agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CITY under this MOU.
  7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CITY shall be required to purchase additional coverage to meet the above-referenced aggregate limits.



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

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

CITY: City of Eureka  
Attention: Greg Sparks, City Manager  
531 K Street, Suite 208  
Eureka, California 95501

15. RELATIONSHIP OF PARTIES:

It is understood that this is an MOU by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that CITY shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CITY shall be solely responsible for the acts or omissions of its agents, officers, employees and assignees.

16. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

Each party hereby agrees to comply with all applicable local, state and federal laws and regulations, including, but not limited to, the California Public Records Act. Each party 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.

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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 CITY. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CITY shall promptly refund, any funds disbursed to CITY, which in the judgment of COUNTY were not expended in accordance with the terms of this MOU.

23. STANDARD OF PRACTICE:

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

24. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

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

25. AMENDMENT:

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

26. TITLE TO INFORMATION AND DOCUMENTS:

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

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 will provide to CITY suggested language, and a Measure Z logo for all press releases. However, the use of such suggested language and the Measure Z logo shall be at CITY's discretion. In addition, CITY shall inform COUNTY of all requests for interviews by media related to this MOU before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Humboldt County Administrative Officer.

29. SUBCONTRACTS:

CITY shall obtain prior written approval from COUNTY before subcontracting any of the law enforcement services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this MOU, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CITY shall remain legally responsible for the performance of all terms and conditions of this MOU, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

30. SURVIVAL:

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

31. CONFLICTING TERMS OR CONDITIONS:

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

32. INTERPRETATION:

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

35. ENTIRE AGREEMENT:

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

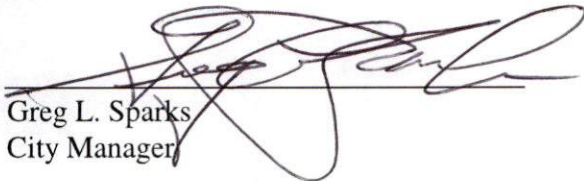
36. AUTHORITY TO EXECUTE:

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

[Signatures on Following Page]

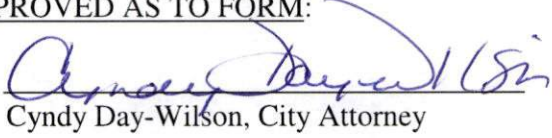
IN WITNESS WHEREOF, the parties hereto have entered into this MOU as of the first date written above.

**CITY OF EUREKA ;**

By:   
Greg L. Sparks  
City Manager

Date: 9/9/16

**APPROVED AS TO FORM:**

By:   
Cyndy Day-Wilson, City Attorney

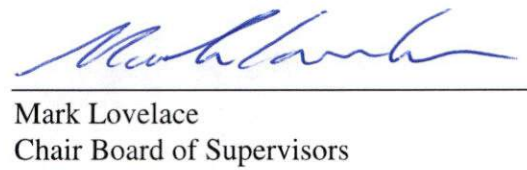
Date: 9/8/16

**ATTEST:**

By:   
Pamela J. Powell, City Clerk

Date: 9/9/16

**COUNTY OF HUMBOLDT:**

By:   
Mark Lovelace  
Chair Board of Supervisors

Date: 10/4/16

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By:   
Risk Management

Date: 9/19/16

**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 – Schedule of Rates
- Exhibit E – Measure Z Invoice Form

# CITIZENS' ADVISORY COMMITTEE ON MEASURE Z EXPENDITURES

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



## APPLICATION FOR FUNDING

RECEIVED  
FEB 18 2016  
CAO

Agency Name: City of Eureka, Eureka Police Department

Mailing Address: 604 C Street, Eureka

Contact Person: Andrew Mills

Title: Chief of Police

Telephone: (707) 832 5801

E-mail address: amills@ci.eureka.ca.gov

1. AMOUNT OF MEASURE Z FUNDING REQUESTED FOR FY 2016-17: \$ 459,140.00

2. ENTITY TYPE -- Please check appropriate box.

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

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

Over the past 2 ½ years, Humboldt County and the City of Eureka have collaborated by working together on the most pronounced problem in our county, homelessness. The City of Eureka and County of Humboldt, authorized and paid for an evidence-based, best practices study by Focus Strategies and was presented with a White Paper on solving homeless problems. This study serves as a roadmap for the greater Humboldt area. It clearly states Humboldt's best chance for success is a combined and coordinated effort that ultimately focuses on the goal of rapid rehousing. The City of Eureka, including its police and community development departments, has partnered with the Humboldt County Department of Health and Human Services (DHHS) to find a successful path forward and we need your continued help.

When funded the City of Eureka will assign two police officers (FTE) to work with personnel assigned from DHHS to continue to expand the scope and capabilities of the Mobile Intervention & Services Team (MIST). The goal is to measurably reduce homelessness (and its related crime and disorder) in Eureka. The team will assess each person, triage those most needy, and channel them to the correct resources based on funding provided by Measure Z.

4. *Measure Z* funding is scheduled to "sunset" in 2020. How are you developing a plan for sustainability, including diversification of funding sources, in order for your proposal to carry on without reliance on future *Measure Z* funds?

The City of Eureka, through its Police Department, will refund the positions as revenue increases from an improved economy. Also, as the effectiveness of the team unfolds and problems are reduced, the need for these positions are decreased and the tasks encumbered by the additional officers can be redistributed to current staffing. We also expect as economic conditions improve, TOT tax and sales tax will also improve. Further we have applied for and will continue to

seek federal and state money to help. As the homeless are housed and services are reduced, the need for additional funding may subside and can be redistributed to other county needs.

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

The duties of the officers assigned to MIST originated from EPD's current staffing levels. As such, it was only funded part time with annuitants and personnel procured from patrol which hampered our ability to effectively police. Measure Z funding will allow EPD to continue staffing the fulltime MIST positions working with DHHS to analyze, triage and place homeless needing intervention and assistance (currently one fulltime officer & 3 annuitants—equivalent to 2 ½ positions).

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

DHHS is currently supporting the project as is the City of Eureka. DHHS has contributed \$700,000.00 in Mental Health staffing and more than \$1 million in Multiple Assistance Center (MAC) operations. The City of Eureka has added more than \$200,000.00 in in-kind funding. EPD has also previously applied for grants from the COPS Office (2) that would enable EPD and DHHS to fund additional services. While there is no guarantee EPD will prevail in these on-going grant applications, it is important to continue moving forward seeking solutions.

Homelessness is the most pervasive and polarizing problem faced by the entire County. With a strong start and huge commitment, Eureka will continue to serve as a pilot project and incubator for innovative and evidence-based solutions other jurisdictions can replicate. (A team from the Chico Police Department is visiting Eureka this February after hearing about our MIST program as they too seek collaborative approaches to solve homelessness in their city.) As the county seat and epicenter for commerce and services in Humboldt County, the problems are much more pronounced in Eureka and therefore it is the logical place to commence and continue this pioneering problem solving effort. Over the past year, EPD/DHHS has given numerous civic presentations about the MIST program. The efforts and successes of MIST have also been a frequent topic in the local news media, and the program has generated tremendous community support.

**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.**

The Humboldt County Department of Health and Human Services has provided EPD with two positions (a mental health clinician and case manager) and on-going logistical/administrative support to assist EPD/MIST with the assessment, care and housing of homeless individuals (including the repurposing of the MAC). This partnership is vital as we move forward together implementing solutions. These pieces have been in place for the past 13-plus months since MIST's inception and the team is functioning with a high level of success.

**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) (See attachment)

**Prior Year Results:** If your request is a continuation of a program funded with Measure Z in FY 15-16, please provide the results of implementation. (one page maximum) (See attachment)

**Program Budget:** Use budget form provided. (See attachment)

**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: 02/18/2016

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.

**City of Eureka**  
**Measure Z Application for Funding - Prior Year Results (FY 2015-16)**

**Mobile Intervention and Services Team (MIST)**

*January 2015 (inception) - December 2015 Data Analysis and Outcomes*

The target population of MIST includes homeless clients with severe mental illness who:

- Have frequent encounters with law enforcement or other emergency services (fire/medical/psychiatric)
- Are at risk of involuntary hospitalization or institutionalization
- Frequent users of hospital and/or emergency room services as the primary resource for mental health and substance abuse treatment

The expectation of the MIST program is that by focusing on these *high end users of services*, several intended outcomes will be achieved, including:

- Decreased numbers of Law Enforcement encounters with homeless Mental Health clients
- Decreased Emergency Department admissions
- Decreased number of Psychiatric Hospitalizations (SV) and Crisis Stabilization Unit (CSU) admissions
- Decreased calls for service and arrests (avoidance of further police intervention)
- Reduced homelessness (stability and permanent housing)

As part of their partnership in MIST, EPD and DHHS have designated staff providing outreach and service linkage to the homeless population in Eureka. Intensive engagement efforts are made to connect homeless individuals to the services available to them. In 2015, *602 individuals* (unduplicated) were contacted by MIST staff (EPD 379, DHHS 223). These contacts resulted in *over 1,209* interactions with homeless persons by the team in Eureka. Of the 379 unique individuals contacted EPD-MIST staff, **81** were referred to DHHS-MIST as priority clients.

**PROGRAM OUTCOMES**

Of all individuals contacted by MIST: **38 in total were housed** (placed in permanent housing). 23 MIST clients have also been housed at the Multiple Assistance Center (MAC). 5 others were placed into long term mental health treatment programs. MIST also directly assisted 9 individuals into local DETOX programs. (Multiple others have accessed DETOX as a result of the monthly Services Fairs facilitated by MIST). At least 7 more persons were relocated out of the area through the Transportation Assistance Program (TAP) or other means.

**Data Analysis (DHHS-MIST):** There has been a **22.7% decrease** in the number of unique clients admitted to SV, and a **36.6% decrease** in hospitalizations for MIST clients. There has been a **25.7% decrease** in the number of unique clients admitted to CSU, and a **19.2% decrease** in total CSU admissions for MIST clients. (Data for all unique clients contacted by DHHS-MIST staff (223) were reviewed comparing two distinct time periods: the 9 months prior to first MIST contact and the 9 months following the first MIST contact.)

**Data Analysis (EPD-MIST):** There has been a **25.0% decrease** in SV hospitalizations for DHHS/EPD-MIST clients, a **9.1% decrease** in the number of unique clients admitted to CSU, and a **3.0% decrease** in CSU admissions for DHHS/EPD-MIST clients. There has also been a **3.7% decrease** in total Calls for Service for DHHS/EPD-MIST clients. (This section presents outcomes for those individuals identified by EPD as priority clients who were also contacted by DHHS-MIST staff. Psychiatric hospitalizations in SV, CSU admissions, and CFS were reviewed for EPD-MIST clients comparing two distinct and equal time periods: the 9 months prior to first MIST contact and the 9 months following the first MIST contact. Data for DHHS/EPD-Priority clients contacted (43) were reviewed. Clients that have had a 9-month period lapse since their first MIST contact were included in the analysis below, which included **21** unique individuals.)

Based on one data collection period ranging from 3 to 6 months (described in MIST's 2015 Q3 report), EPD also saw a 24% decrease in the aggregate number of arrests for 15 MIST clients who were identified as a top priority.

**Case Example:** A 50-year-old mentally ill homeless man was the source of numerous complaints and calls for service in Eureka (over 185 documented CFS since June 2013). Through tenacious efforts by MIST, he was moved into brand new permanent housing in Arcata on 9/10/15. EPD and APD have only received a total of 5 CFS regarding this client in the 5-plus months since then (whereas EPD used to receive *daily* complaints about him).



**Budget  
City of Eureka**

Date: 2/17/16

Descriptions	Amounts	Approved Budget	Remaining Balance
<b>A. Personnel Costs</b>			
Title: Police Officer <span style="float: right;">2.0 FTE</span> Salary and Benefits The fully-loaded (salary, insurance, health care, PERS etc.) annual Calculation: cost for each officer is approx. \$106,250	\$ 212,500		
Duties Description: 2.0 FTE Police Officers dedicated to working with Health and Human Services/MIST to reduce homelessness in Eureka.			
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>212,500</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>-</b>	<b>0</b>
<b>C. Consumables/Supplies (Supplies and Consumables should be separate)</b>			
Title: Rapid Re-housing			
Rapid re-housing costs average \$1,000 per household for security deposits, utility deposits and some period of rental support, depending on need. Households needing rapid re-housing may include singles or couples, estimated need for FY 2016-17 is 65 households. Persons placed in Rapid Re-housing subsidized rental assistance will be the most vulnerable Humboldt County citizens, chronically homeless and disabled. Rental payments may be provided for up to two years at 100% of rental unit monthly cost; client will reimburse the Measure Z fund from 30% of			
Description: assumed participant income.	\$ 150,000		
Title: Detoxification Services and Residential Treatment			

Budget  
City of Eureka

Date: 2/17/16

Descriptions	Amounts	Approved Budget	Remaining Balance
<p>3 day to 7 day Detoxification services. Clients will receive treatment, housing, utilities and daily personal essentials. 30 day Residential Treatment Program will include Intake assessment, minimum of 1-2 hours of individual counseling per treatment week and weekly group sessions in addition to housing, utilities and</p> <p>Description: daily personal essentials. <span style="float: right;">\$ 82,640</span></p> <hr/> <p>Title: Equipment &lt;\$5,000 per unit</p> <p>Description: Equipment and supplies for Police/DHHS MIST personnel <span style="float: right;">\$ 8,000</span></p>			
<b>Total Consumable/Supplies: \$</b>		<b>240,640</b>	<b>0</b>
<b>D. Transportation/Travel (Local and Out-of-County should be separate)</b>			
<p>Title: Training</p> <p>Local and/or out-of-county Police and DHHS staff training (travel, fuel, lodging, meals, tuition, additional expenses etc.) <span style="float: right;">\$ 6,000</span></p> <hr/> <p>Title:</p> <p>Description:</p> <hr/> <p>Title:</p> <p>Description:</p>			
<b>Total Transportation/Travel Costs: \$</b>		<b>6,000</b>	<b>0 0</b>
<b>E. Fixed Assets</b>			
<p>Title:</p> <hr/> <p>Description:</p> <hr/> <p>Title:</p> <hr/> <p>Description:</p>			
<b>Total Other Costs: \$</b>		<b>-</b>	<b>0 0</b>
<b>Total: \$</b>		<b>459,140</b>	

**EXHIBIT B**  
**QUARTERLY AND FINAL SUMMARY REPORT**  
City of Eureka  
Fiscal Year 2016-2017

1. DUE DATES:

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

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

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  
825 Fifth Street, Room 112  
Eureka, California 95501

**EXHIBIT C**  
**QUARTERLY AND FINAL REPORT FORM**  
City of Eureka  
Fiscal Year 2016-2017

**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?

ATTACHMENT II - EXHIBIT D

Budget

Agency Name

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

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

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

Descriptions	Amounts	Approved Budget	Remaining Balance
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**A. Personnel Costs**

Title: Salary and Benefits Calculation:			0.00
Duties Description:			
Title: Salary and Benefits Calculation:			0
Duties Description:			
Title: Salary and Benefits Calculation:			0
Duties Description:			
Title: Salary and Benefits Calculation:			0
Duties Description:			

**Total Personnel:**                      0.00                      0.00                      0.00

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

Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			

**Total Operating Costs:**                      0                      0                      0

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

Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			

**Total Consumable/Supplies:**                      0                      0                      0

ATTACHMENT II - EXHIBIT D  
 Budget  
 Agency Name

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

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

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

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>0.00</b>	

## 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	
		<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

\_\_\_\_\_