

Attachment 1:  
First Amendment to City of Eureka Memorandum of Understanding

**FIRST AMENDMENT  
MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
CITY OF EUREKA  
FOR FISCAL YEAR 2017-2018**

This First Amendment to the Memorandum of Understanding (“MOU”) dated November 14, 2017, 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 entered into this 6<sup>th</sup> day of February, 2018.

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, on June 27, 2017, the Humboldt County Board of Supervisors approved an allocation of Measure Z funding to CITY in the amount of Four Hundred Nineteen Thousand One Hundred Forty Dollars (\$419,140.00) for the purpose of paying the salary, training and related travel costs and expenses associated with assigning two (2) full-time equivalent police officers to the Humboldt County Mobile Intervention Support Team, purchasing law enforcement-related equipment and facilitating the provision of homeless support services; and

WHEREAS, on November 14, 2017, COUNTY and CITY entered into a MOU which sets forth each party’s rights and responsibilities regarding the expenditure of Measure Z funds allocated to CITY on June 27, 2017; and

WHEREAS, on November 14, 2017, the Humboldt County Board of Supervisors approved another allocation of Measure Z funding to CITY in the amount of Forty Thousand Dollars (\$40,000.00) for the purpose of facilitating additional homeless support services; and

WHEREAS, the parties now desire to amend certain provisions of the MOU to increase the maximum amount payable thereunder.

NOW THEREFORE, the parties mutually agree as follows:

1. Section 1 – “County Obligations” of the MOU is hereby amended to read as follows:

1. COUNTY OBLIGATIONS:

- A. Payment for Law Enforcement Services. COUNTY will provide CITY with an amount not to exceed Two Hundred Six Thousand Dollars (\$206,000.00) for the purpose of paying the salary, training and related travel costs and expenses associated with assigning two (2) full-time equivalent police officers to the Humboldt County Mobile Intervention Support Team.
- B. Payment for Equipment-Related Purchases. COUNTY will provide CITY with an amount not exceed Three Thousand Dollars (\$3,000.00) for the purpose of paying the costs and expenses associated with purchasing law enforcement-

related equipment needed by the officers assigned to the Humboldt County Mobile Intervention Support Team.

- C. Payment for Homeless Support Services. COUNTY will directly pay vendors for the costs and expenses associated with the provision of homeless support services, including, without limitation, housing, detoxification and residential treatment services, in an amount not to exceed Two Hundred Fifty Thousand One Hundred Forty Dollars (\$250,140.00).

2. Section 5 – “Compensation” of the MOU is hereby amended to read as follows:

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for the costs and expenses incurred pursuant to the terms and conditions of this MOU is Four Hundred Fifty-Nine Thousand One Hundred Forty Dollars (\$459,140.00). 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 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 Costs and Expenses. Any additional costs and expenses not otherwise provided for herein shall not be incurred 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 and homeless support services, or make the equipment-related purchases, covered by this MOU.

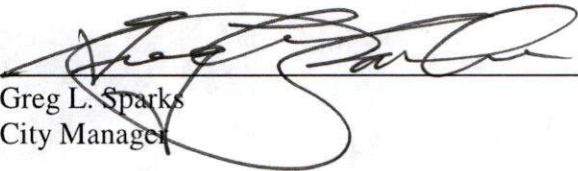
2. Except as modified herein, the MOU dated November 14, 2017 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original MOU, the provisions of this First Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date

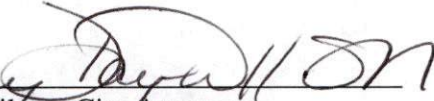
written above.

**CITY OF EUREKA:**

By:   
Greg L. Sparks  
City Manager

Date: 12/11/17

**APPROVED AS TO FORM:**

By:   
Cyndy Day-Wilson, City Attorney


Date: 12/7/17

**ATTEST:**

By:   
Pamela J. Powell, City Clerk


Date: 12/12/2017

**COUNTY OF HUMBOLDT:**

By:   
[Name of Board Chair] Ryan Sundberg  
Chair, Humboldt County Board of Supervisors

Date: 2/6/18

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By:   
Risk Management

Date: 1/11/18