



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-6

For the meeting of: February 14, 2017

Date: January 25, 2017

To: Board of Supervisors

From: Connie Beck, Director
Department of Health and Human Services

for Connie Beck

Subject: Department of Health and Human Services (DHHS) and The Danco Group: Support for Client Leasing of 15 Low-Income Senior Housing Units

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve DHHS' plan to support the "Eureka Lodge" project (the Project) by collaborating with the City of Eureka in subsidizing fifteen units of studio and one-bedroom housing to be reserved for the use of elder and/or dependent homeless adults with disabilities and/or serious mental illness;
2. Ratify the condition set forth in a Letter of Intent executed on December 9, 2016, by DHHS Director Connie Beck that binds the County to contribute to the Project a total of one-hundred thousand dollars (\$100,000) for a two year term: said funds to be used to finance rental subsidies for clients leasing units at the Project;
3. Ratify the condition set forth in a Letter of Intent executed on December 9, 2016, by DHHS Director Connie Beck that binds the County to support "client leasing" of fifteen (15) low-income units at the Project by funding rental subsidies for a period of twenty (20) years (the two year term set forth above and an additional eighteen year term);
4. Authorize Director Beck to negotiate with the Danco Group in order to finalize an agreement that binds the County to subsidize rents for clients residing at the Project for a two year term under the County's standard terms and conditions (attachment 1).

Prepared by Laurel Johnson, AAIL

CAO Approval

REVIEW:

Auditor *me* County Counsel *BA* Human Resources *DL* Other _____

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. H-2

Meeting of: March 1, 2016

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Wilson* Seconded by Supervisor *Fennell*

Ayes *Sundberg, Fennell, Bass, Bohn, Wilson*

Nays

Abstain

Absent

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

Dated: Feb. 14, 2017

By:

Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING:

Social Services, Mental Health, and Public Health Funds

DISCUSSION:

On March 1, 2016 the Board approved a Joint Resolution of the City Council of the City of Eureka [the City] and the County of Humboldt to Collaborate on Reducing Homelessness (attachment 2). The resolution states “the County, Department of Health and Human Services [DHHS] and the City shall work collaboratively with the community to create a sustainable strategy and human infrastructure to implement the Housing First approach.”

Following this direction, DHHS, the City of Eureka and the Danco Group collaborated on a project that will offer permanent supportive housing units for elder and/or dependent homeless adults with disabilities and/or serious mental illness. There is a critical lack of affordable senior housing in Humboldt County this project will support the Housing First approach by providing affordable housing and other supports for this particularly vulnerable population.

The Danco Group has completed construction and renovation of the Lodge at Eureka, formerly known as the Downtowner at 424 8th Street in Eureka. DHHS will have 15 units of studio and 1 bedroom housing to use for elder and/or dependent homeless clients with disabilities and/or serious mental illness as part of the Housing First effort. Leases will be in client’s name and clients will pay not more than 30% of their income for rent. Total rent is capped at Fair Market Rent (FMR) for Humboldt County as determined by US Department of Housing and Urban Development each year.

The difference between what the client pays and FMR will be paid by DHHS and The City of Eureka from a fund of \$200,000 with each jurisdiction contributing \$100,000 for this effort. On November 1, 2016 the Eureka City Council approved the \$100,000 contingent upon an equal contribution from County of Humboldt DHHS (Attachment 3). DHHS anticipates that their initial \$100,000 contribution will last a minimum of two years.

DHHS Director Beck signed and sent a Letter of Intent to Mr. Dan Johnson, owner of The Danco Group on December 9, 2016 (Attachment 5) which was required in order for The Danco Group to move forward with funding necessary to continue the building project. In the letter Director Beck states “please consider this letter as an intent for the County of Humboldt Department of Health and Human Services to support client leasing of 15 low-income senior housing units on a recurring basis for a term of 20 years.” It is anticipated that an agreement between The Danco Group and DHHS will be brought before your Board in the next three months.

On December 13, 2016 the Eureka City Council authorized a loan subordination contingent upon DHHS commitment to subsidizing the difference between 30% of client’s income and FMR for an additional 18 years after the two year City and DHHS match (Attachment 4).

Consistent with the Housing First model for service delivery, Humboldt County DHHS will provide case management services for residents placed by this project and will make referrals for tenancy and assist clients in completing applications and securing funds for deposits. Case management services for persons with serious mental illness will be billed to Medi-Cal as appropriate.

FINANCIAL IMPACT:

The agenda before your Board today will allow DHHS to support client leases up to a maximum of one hundred thousand Dollars (\$100,000) for two years. Funding will be provided through a combination of federal, state and local allocation and grant dollars. DHHS has sufficient appropriation in Fiscal Year 2016-17 to accommodate the letter of intent. Appropriations for Fiscal Year 2017-18 and future years will be included in DHHS proposed budgets. There is no anticipated negative impact to the County General Fund.

This agreement supports your Board's Strategic Framework by protecting vulnerable populations and creating opportunities for improved safety and health.

OTHER AGENCY INVOLVEMENT:

The City of Eureka

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board could choose not to approve this Letter of Intent and to not pursue development of an agreement with The Danco Group. However, this is not recommended by staff as the project supports the Housing First approach by providing a valuable service to vulnerable members of our community.

ATTACHMENTS:

Attachment 1 - County's Standard Terms and Conditions

Attachment 2 - Joint Resolution of the City Council of the City of Eureka and the County of Humboldt to Collaborate on Reducing Homelessness

Attachment 3 - Eureka City Council Meeting Minutes November 1, 2016: Approval of Funds Contingent on DHHS Contribution

Attachment 4 - Eureka City Council Meeting Minutes December 13, 2016: Approval of Loan Subordination Contingent on DHHS Commitment for 20 Years

Attachment 5 - Letter of Intent from DHHS to The Danco group dated December 9, 2016

County of Humboldt

Standard Terms and Conditions for Professional Service Agreements Processed as Purchase Orders (Applies to all Contractors)

1. **Formation of Contract.** Contractor's commencement of work or shipment of goods (whichever occurs first) constitutes acceptance of the County's offer to purchase contained in any County Purchase Order (herein after referred to as a "PO"). This Acceptance Form and Agreement apply to any County purchase or other acquisition of goods and/or services from Contractor including those that are the subject of this PO unless acquisition is pursuant to a subsequently issued PO of differing terms and conditions. Any proposal for additional or different terms or any attempt by Contractor to vary in any degree any of the terms of this PO in Supplier's acceptance is hereby rejected, but such proposal shall not operate as a rejection of County's offer to purchase set out in the PO. Acceptance of a prior offer by Contractor is limited to the express terms contained in and incorporated by reference into the PO.
2. **No Terms Not Included.** This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any all prior agreements of the parties.
3. **Termination for Reduction or Lack of Funding.** County's obligations under this Agreement are contingent upon the availability of county, State and/or Federal funds. In the event such funding is terminated or reduced, County shall, at its sole discretion, determine whether this Agreement shall be terminated or County's maximum obligation reduced. County shall provide Contractor seven (7) days written notice of its intent to terminate this Agreement or its intent to reduce its maximum obligation under this Agreement.
4. **Termination for Cause.** If, in the opinion of County, Contractor fails to perform the services required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, County may terminate this Agreement immediately, upon notice. In such event, County shall pay to Contractor an equitable portion of the total remuneration as compensation for the portion of the work deemed acceptable by County, less the amount of any damages sustained by County as a result of Contractor's breach of this Agreement. County shall be entitled to take possession of all studies, drawings, computations, specifications and reports insofar as they are complete and acceptable to County.
5. **Termination for Convenience.** At any time and for any reason, upon thirty (30) days written notice to Contractor, County may terminate this Agreement and pay only for those services rendered as of the date when termination is effective.

Notice may be given by delivering a copy of said notice to Contractor personally, or by mailing a copy of said notice to Contractor. If mailed, notice shall be deemed received two (2) days after deposit in the United States mail, postage prepaid, and addressed as set forth in **Paragraph 8 of the Agreement**.
6. **Amendment.** No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
7. **Attorneys' Fees.** If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, the party prevailing means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.
8. **No Waiver of Default.** The waiver by either party of any breach or violation of any requirement of this Agreement 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 Agreement.

In no event shall any payment by County constitute a waiver of any breach of this Agreement or any default which may then exist on the part of the Contractor. Neither shall such payment impair or prejudice any remedy available to County with respect to the breach or default. County shall have the right to demand of the Contractor under this Agreement, which in the judgment of County were not expended in accordance with the terms of this Agreement. The Contractor shall promptly refund any such funds upon demand.
9. **Book of Record and Audit Provisions.**
 - A. Contractor agrees to coordinate with County in the performance of this Agreement, timely preparation and maintenance of accurate and complete financial and performance records for a minimum of five (5) years from the

date of final payment under this Agreement or until all pending County, State, and Federal audits are completed, whichever is later. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work. In addition Contractor shall maintain detailed payroll records. Contractor agrees to maintain such records locally and make them available for inspection by County, State and Federal representatives, during normal business hours, upon five (5) working days notice.

- B. Contractor will permit County, State and/or Federal Government to audit all books, accounts or records relating to this Agreement for the purpose of compliance with applicable audit requirements relative to this Agreement. Contractor shall provide the County, State or Federal Governments with any relevant information required and shall permit access to its premises, during normal business hours, upon five (5) days notice.
 - C. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency and for the cost of the audit. If Contractor is the party responsible for the deficiency, the cost of the audit and the deficiency shall be paid by Contractor within thirty (30) days of notice.
 - D. Contractor's rights and obligations under this provision shall continue after termination of the Agreement.
- 10. Reporting.** Contractor agrees to provide County with any reports that may be required by County, State or Federal agencies for compliance with this Agreement.
- 11. Monitoring.** Contractor agrees to extend to DHHS Director or designees, the right to review and monitor records, programs or procedures, at any time, in regards to clients, as well as the overall operation of Contractor's programs in order to ensure compliance with the terms and conditions of this Agreement.
- 12. Assignment.** Neither party shall assign its obligations under this Agreement without the prior written consent of the other. Any assignment by Contractor in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement.
- 13. Subcontracting.** Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval of County.
- 14. Relationship of Parties.** Contractor shall perform all work and services as described herein as an independent Contractor. No person performing any of the work or services described herein shall be considered an officer, agent, servant or employee of County, nor shall any such person be entitled to any benefits, including but not limited to Workers' Compensation Benefits, available or granted to employees of County. Contractor shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between County and Contractor.
- 15. Nuclear Free Humboldt County Ordinance Compliance.** Contractor certifies by its signature below that Contractor is not a Nuclear Weapons Contractor, in that Contractor 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. Contractor 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 Contractor becomes a nuclear weapons contractor.
- 16. Compliance with Applicable Laws.** Contractor shall comply with any and all applicable Federal, State and local laws affecting the services covered by this Agreement, including, but not limited to, the Americans with Disabilities Act.
- 17. Jurisdiction and Venue.** 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 §§394 and 395.
- 18. Nondiscriminatory Delivery of Social Services.** (As applicable) Contractor agrees that it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; Title II of the Americans With Disabilities Act of 1990, as amended; the Age Discrimination Act of 1972, as amended; the Food Stamp Act of 1977, as amended; California Civil Code, Section 51 et seq., as amended; California Government Code, Section 4450 et seq as amended and other applicable Federal and State laws and their implementing regulations, all as outlined in California DSS Manual Division 21. The Contractor agrees to ensure that the administration of public assistance and social services programs are nondiscriminatory, and that no person shall, because of race, religion or religious creed, color, age (over 40), 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), military service, or any other classifications protected by federal, state, or local laws or ordinances be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal or State financial assistance.

The County reserves the right to monitor the Contractor for compliance with the requirements of this paragraph and

Division 21.

- 19. Nondiscriminatory Employment.** In connection with the execution of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40), 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), military service, or any other classifications protected by federal, state, or local laws or ordinances. This policy does not require the employment of unqualified persons.

Contractor further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Welfare and Institutions Code Section 10000, CDSS MPP Division 21, and other applicable Federal and State laws to ensure that employment practices are non-discriminatory.

Contractor shall comply with United States Executive Order 11246, entitled "Equal Employment Opportunity." United States Executive Order 11375 and supplemented in 45 CFR, Part 60, amends this. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

- 20. Confidential Information.** In the performance of this Agreement, CONTRACTOR may receive confidential information. CONTRACTOR agrees to protect the confidentiality of all DHHS clients and patients in conformance with, but not limited to, the California Welfare and Institutions Code Sections 827, 5328, and 10850, the California Confidentiality of Medical Information Act, California Health & Safety Code sections 1280.15 and 1280.18 (or 130203 as applicable), the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the United States Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), and their implementing regulations, including as appropriate Title 45 of the Code of Federal Regulations Section 205.50.

COUNTY and CONTRATOR acknowledge that federal and state laws pertaining to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. CONTRACTOR agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.

21. Insurance.

- A. This contract/agreement shall not be executed by County and the Contractor is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- B. Without limiting Contractor's indemnification provided herein, Contractor shall, and shall require any of its subcontractors, to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII, or its equivalent, against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Contractor, its agents, employees 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) per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.
 2. Automobile/Motor liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all "owned", "hired", and "non owned" vehicles or coverage for "any auto".
 3. Workers' Compensation and Employer's Liability insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation. In all cases, the above insurance shall include Employers Liability coverage with limits of not less than one million dollars per accident for bodily injury and disease.

If Contractor has no employees, Contractor may sign and file the following certification in lieu of insurance:

"I am aware of the provisions of the California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with provisions of that code before commencing with and during the performance of the work of this contract."

Signature

4. Professional liability insurance/errors and omission coverage including coverage in an amount no less than One Million Dollars (\$1,000,000) for each occurrence (Three Million Dollars (\$3,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional may be exposed to liability. Contractor shall require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services.
5. Insurance Notices:
County of Humboldt
Attn: Risk Management
825 5th Street, Room 131
Eureka, CA 95501

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

- (1) The Comprehensive General Liability Policy shall provide that the County, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its 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 "XCU Hazards".
 - c. Is primary insurance as regards to County of Humboldt.
 - 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 policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to County and in accordance with the Notice provisions set forth under **Section 8 of the Agreement**. It is further understood that Contractor shall not terminate such coverage until it provides County with proof satisfactory to County that equal or better insurance has been secured and is in place.
- (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 project, the Contractor's insurance is primary coverage to the County, and any insurance or self-insurance programs maintained by the County are excess to Contractor's insurance and will not be called upon to contribute with it.
- (5) Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to County, its officers, officials, employees, and volunteers.
- (6) Contractor shall furnish County with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by County. The endorsements shall be on forms as approved by the County's Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to and approved by County. If Contractor does not keep all required policies in full force and effect, County may, in addition to other remedies under this Agreement, take out the necessary insurance, and Contractor agrees to pay the cost of said insurance. County is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to Contractor under this Contract.

- (7) County is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and Contractor shall be required to purchase additional coverage to meet the aggregate limits set forth above.

22. Hold Harmless/Indemnification Clause.

- A. Contractor shall hold harmless, defend and indemnify the County and its officers, officials, employees, volunteers and elective and appointive boards from and against any and all liability loss, all claims, losses, damages, including damage expense, costs (including without limitation, costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the County. This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.
- B. Acceptance of insurance required by this Agreement does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

23. Media Release. All press releases and informational material related to this Agreement shall receive approval from County prior to being released to the media (television, radio, newspapers, Internet). In addition, Contractor shall inform County of requests for interviews by media related to this Agreement prior to such interviews taking place. County reserves the right to have a representative present at such interviews. All notices required by this provision shall be given to the Director of the County Department of Health and Human Services or his designee.

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

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

26. Severability. If any provision of this Agreement, 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 Agreement.

27. Interpretations. As both parties jointly prepared this Agreement, the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

28. Restrictions, Limitations or Conditions. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Federal and/or State governments that may affect the provisions, terms or funding of this Agreement.

29. Health Insurance Portability and Accountability Act of 1996 (HIPAA). (As applicable) Contractor shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501). Contractor agrees that it will execute a HIPAA Business Associate Agreement ("BAA") with County and the BAA will be in the form set forth in **Exhibit A, HIPAA Business Associate Agreement, attached hereto** and incorporated for all purposes.

30. Licensing (As applicable) Contractor shall maintain the appropriate licenses throughout the life of this Agreement.

31. Meaningful Use Regarding Fixed Assets. (As applicable) All Contractors who acquire fixed assets pursuant to the terms of **a DHHS agreement** are responsible to ensure that the asset is used for a purpose consistent with the grant. DHHS must approve any changes in utilization of the asset. This term survives termination of the agreement.

Contractor's Acceptance of County's Terms and Conditions

Please complete, print, sign, and mail all seven (6) pages of this Form and Agreement with Contractor's Certificates of Insurance to the address supplied in the cover letter.

The Contractor below identified agrees that the County of Humboldt Terms and Conditions and Insurance Requirement, set out on the preceding five (5) pages, apply for all business with the County should the Contractor be awarded business with the County.

Legal Business Name _____

Address _____

Authorized Representative:

Signature _____

Print Name _____

Title _____

Date _____

Terms and conditions printed on Contractor's standard sales and other documents shall not apply to quotations submitted or any resulting contract or purchase order.



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

H-2

For the meeting of: March 1, 2016

Date: February 23, 2016

To: Board of Supervisors

From: Cheryl Dillingham, Interim County Administrative Officer

Subject: Joint Resolution of the City Council of the City of Eureka and the County of Humboldt

RECOMMENDATION(S):

That the Board of Supervisors:

1. Adopt the attached joint resolution of the City Council of the City of Eureka and the County of Humboldt to collaborate on reducing homelessness; and
2. Direct staff to provide the City of Eureka with a copy of the fully executed resolution immediately upon adoption; and
3. Direct staff to bring the joint resolutions back to the Board of Supervisors for affirmation after execution by both the City and County.

SOURCE OF FUNDING: NADISCUSSION:

A joint meeting of the County Board of Supervisors and Eureka City Council was held on January 26, 2016. The purpose of the meeting was for the City of Eureka, the Department of Health and Human

Prepared by Cheryl Dillingham

CAO Approval

REVIEW:

Auditor

County Counsel

Human Resources

Other

TYPE OF ITEM:

☐ Consent

☒ Departmental

☐ Public Hearing

☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. M-1

Meeting of: 1/26/2016

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Bass Seconded by Supervisor Bohn

Ayes Sundberg, Fennell, Lovelace, Bohn, Bass

Nays

Abstain

Absent

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

Dated: March 1, 2016

By: Kathy Hayes, Clerk of the Board

Services, and Focus Strategies to present and summarize the Homeless Strategy and Implementation Plan report. The report recognizes that the issue of homelessness requires a high level of cooperation and collaboration between the City and County. One of the first steps in the Implementation Plan is that the City and County adopt a resolution supporting the housing first approach. The attached joint resolution of the City Council of the City of Eureka and the County of Humboldt provides for the adoption of the Homeless Strategy and Implementation Plan and the Housing First model. The City Council will be considering the same resolution at their March 1, 2016 meeting.

This action supports the Board's Strategic Framework Core Roles by creating opportunities for improved safety and health and also helps build interjurisdictional cooperation.

FINANCIAL IMPACT:

There is no direct financial impact from adopting the resolution. Actual implementation of the Focus Strategies report will require development of a budget and identification of funding sources.

OTHER AGENCY INVOLVEMENT:

City of Eureka

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board's discretion.

ATTACHMENTS:

Attachment 1 – County of Humboldt Joint Resolution with the City of Eureka to Collaborate on Reducing Homelessness

Attachment 2 – City of Eureka Agenda Summary and Joint Resolution with the County of Humboldt to Collaborate on Reducing Homelessness

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA
Certified copy of portion of proceedings, Meeting of March 1, 2016

RESOLUTION NO. 16-30

**JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EUREKA AND THE
COUNTY OF HUMBOLDT TO COLLABORATE ON REDUCING HOMELESSNESS**

WHEREAS, the County of Humboldt and City of Eureka are greatly affected by homelessness and the social, emotional, and economic impacts that this places on individuals and families; and

WHEREAS, the County of Humboldt and City of Eureka are committed to reducing homelessness and to that end commissioned a study by Focus Strategies to create a Homeless Strategy and Implementation Plan-Phase 1; and

WHEREAS, that report identified four key recommendations for reducing homelessness, including: Adopt a Housing First Approach County-Wide; Strengthen and Re-Orient the Mobile Intervention Services Team to Focus on Housing Solutions; Create Direct and Low Barrier Pathways to Housing; and, to Use Data Systems to Track Progress; and

WHEREAS, the City and County intend to implement the strategies contained within the Focus Strategies report county-wide for the overall benefit for all who live in Humboldt County.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Eureka and the Board of Supervisors of Humboldt County, adopt the Homeless Strategy and Implementation Plan-phase 1 and the model of Housing First as the policy for reducing homelessness throughout Humboldt County and the City of Eureka.

BE IT FURTHER RESOLVED that the County, Department of Health and Human Services and the City shall work collaboratively with the community to create a sustainable strategy and human infrastructure to implement the Housing First Approach.

Dated: March 1, 2016



MARK LOVELACE, Chair
Humboldt County Board of Supervisors

Adopted on motion by Supervisor Bass, seconded by Supervisor Bohn, and the following vote:

| | | |
|----------|-------------|---|
| AYES: | Supervisors | Sundberg, Fennell, Lovelace, Bohn, Bass |
| NAYS: | Supervisors | -- |
| ABSENT: | Supervisors | -- |
| ABSTAIN: | Supervisors | -- |

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA


Certified copy of portion of proceedings, Meeting of March 1, 2016

RESOLUTION NO. 16-30

STATE OF CALIFORNIA)
County of Humboldt)

I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be an original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors.


By ANA HARTWELL
Deputy Clerk of the Board of Supervisors of the
County of Humboldt, State of California



**AGENDA SUMMARY
EUREKA CITY COUNCIL**

TITLE: Joint Resolution of the City of Eureka and the County of Humboldt to Collaborate on Reducing Homelessness

DEPARTMENT: City Manager

PREPARED BY: Greg L. Sparks

PRESENTED FOR: ☒ Action ☐ Information only ☐ Discussion/Direction

RECOMMENDATION

Adopt a joint Resolution of the City Council and the County of Humboldt that establishes the Housing First model and the Focus Strategies Implementation Plan to reduce homelessness.

FISCAL IMPACT

☒ No Fiscal Impact

☐ Included in Budget

☐ Additional Appropriation

COUNCIL GOALS/STRATEGIC VISION

More livable Eureka community.

DISCUSSION

The City Council met in joint session with the Humboldt County Board of Supervisors on January 26 to receive the Implementation Plan report from Focus Strategies. The report recognizes that the issue of homelessness is pervasive throughout the county and requires a high level of cooperation and collaboration between Eureka and the County. This resolution provides that both the city and county approve the goal of Housing First and the strategies for reducing homelessness in the report.

REVIEWED AND APPROVED BY:

- ☒ City Attorney
- ☐ City Clerk/Information Services
- ☐ Development Services
- ☐ Finance
- ☐ Fire
- ☐ Parks and Recreation
- ☐ Personnel
- ☐ Police
- ☐ Public Works

ATTACHMENTS: Resolution

RESOLUTION NO. 2016-

**A JOINT RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EUREKA AND THE COUNTY OF HUMBOLDT TO COLLABORATE
ON REDUCING HOMELESSNESS**

WHEREAS, the County of Humboldt and City of Eureka are greatly affected by homelessness and the social, emotional, and economic impacts that this places on individuals and families; and

WHEREAS, the County of Humboldt and City of Eureka are committed to reducing homelessness and to that end commissioned a study by Focus Strategies to create a Homeless Strategy and Implementation Plan-Phase 1; and

WHEREAS, that report identified four key recommendations for reducing homelessness, including: Adopt a Housing First Approach County-Wide; Strengthen and Re-Orient Mobile Intervention Services Team to Focus on Housing Solutions; Create Direct and Low Barrier Pathways to Housing; and, to Use Data Systems to Track Progress; and

WHEREAS, the City and County intend to implement the strategies contained within the Focus Strategies report county-wide for the overall benefit for all who live in Humboldt County,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Eureka and the Board of Supervisors of Humboldt County, adopt the Homeless Strategy and Implementation Plan-phase 1 and the model of Housing First as the policy for reducing homelessness throughout Humboldt County and the City of Eureka.

BE IT FURTHER RESOLVED that the County, Humboldt Department of Health and Human Services and the City shall work collaboratively with the community to create a sustainable strategy and human infrastructure to implement the Housing First Approach.

RESOLUTION NO. 2016-
Page 2

PASSED, APPROVED AND ADOPTED by the City Council of the City of Eureka in the County of Humboldt, State of California, on the ____ day of ____, 2016 by the following vote:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

Frank J. Jäger, Mayor of the City of Eureka

Attest:

Pamela J. Powell, City Clerk

Approved as to Administration:

Approved as to form:

Greg L. Sparks, City Manager

Cyndy Day-Wilson, City Attorney



**City of Eureka, CA
City Council Regular Meeting
Tuesday, November 01, 2016
6:00 PM**

COUNCIL CHAMBERS, 531 K STREET EUREKA, CA 95501

AGENDA

ELECTED OFFICIALS

*Mayor Frank J. Jager
Councilmember Marian Brady
Councilmember Linda Atkins
Councilmember Kim Bergel
Councilmember Melinda Ciarabellini
Councilmember Natalie Arroyo*

PUBLIC COMMENT

(Limited to 3 minutes each speaker on Closed Session items only)

CLOSED SESSION - 5:00 P.M.

If closed session items cannot be completed by 5:55 P.M., they will be continued at the conclusion of the regular agenda, provided there is time. If time does not allow then those closed session items will be continued to the next regular meeting.

REGULAR SESSION – 6:00 P.M.

ROLL CALL

PLEDGE OF ALLEGIANCE

REPORT OUT OF CLOSED SESSION

MAYOR'S ANNOUNCEMENTS

The Great American Smokeout

COUNCIL REPORTS / CITY-RELATED TRAVEL REPORTS

BOARD/COMMISSION REPORTS

PUBLIC COMMENT PERIOD

This is the time for members of the public who wish to be heard on matters that do not appear on the Agenda. Pursuant to City Council Resolution No. 2011-22, City Council policy is to limit each speaker to three (3) minutes. Such time allotment or portion thereof shall not be transferred to other speakers. The public will be allowed to speak concurrently with the calling of an agenda item following the staff presentation of that item. Pursuant to the Brown Act, the City Council may not take action on an item that does not appear on the Agenda.

A. PUBLIC HEARINGS

Public Hearings are scheduled for a time certain of 6:00 P.M. unless noticed otherwise, or as soon thereafter as possible.

A.1. Public Hearing - Unmet Transit Needs

Recommendation: Hold a Public Hearing; and

Direct staff to forward a transcript of comments to the Humboldt County Association of Governments (HCAOG) for inclusion in the 2017-18 Unmet Needs Report of Findings.

A.2. Collection of Past-Due Fines and Fees

Recommendation: Hold a public hearing; and adopt a resolution of the City Council ordering special assessments for unpaid administrative fines, monitoring fees, or abatements at certain real properties as listed in Attachment 'A.'

B. CONSENT CALENDAR

Notice to the Public: All matters listed under this category are considered to be routine by the City Council and will be enacted by one motion. Pursuant to City Council Resolution 2011-22, if a member of the public would like an item on the Consent Calendar pulled and discussed separately, the request shall be made to a Councilmember prior to the meeting. Unless a specific request is made by a Councilmember, the Consent Calendar will not be read. There will be no separate discussion of these items.

B.1. Council Meeting Minutes

Recommendation: Approve the regular City Council Meeting minutes of October 18, 2016.

B.2. Membership Structure of the Humboldt County Integrated Solid Waste Management Local Task Force

Recommendation: Approve a resolution of the City Council re-establishing the Integrated Solid Waste Management Task Force (LTF) in accordance with Public Resources Code Section 40950.1.;and

Approve the Parks and Recreation Director as the designee for the Local Task Force and the Deputy Parks and Recreation Director as the alternate for the Local Task Force

B.3. Fund 720 Trust Holding Fund

Recommendation: Adopt a resolution of the City Council authorizing the City Manager to close out Fund 720 - Trust Holding Fund and transfer funds into Fund 110 General Fund.

B.4. MCC Upgrades 2016

Recommendation: Declare Platt Electric the low bidder on Pump Station MCC Upgrades 2016; and award Bid No. 2017-02 to Platt Electric in the amount of \$365,753.25 with an assumed sales tax rate of 8.75% and shipping for a total of \$400,000 for Motor Control Center Upgrade Equipment.

C. ORDINANCES/RESOLUTIONS

C.1. Ordinance adding Section 92.10 to Title IX Chapter 1X Chapter 92 - Restrictions on Butane Sales

Recommendation: Waive reading, read by Title only, and Adopt Bill No. 927-C.S., an Ordinance of the City of Eureka adding Section 92.10 to Title IX Chapter 92 – RESTRICTIONS ON BUTANE SALES.

C.2. Amendment to EMC Section 150.186 Title XV Chapter 150-Building Regulations - Unsafe Structures; Abatement of Nuisances; and Section 10.57, Title 1 Chapter 10 - General Provisions-Administrative Citations to include Foreclosure.

Recommendation: Waive reading, read by Title only, and Adopt Bill No. 928-C.S., an Ordinance of the City of Eureka AMENDING EMC SECTION 150.186 TO TITLE XV CHAPTER 150 – BUILDING REGULATIONS – UNSAFE STRUCTURES; ABATEMENT OF NUISANCES; AND, SECTION 10.57 TO TITLE I CHAPTER 10 – GENERAL PROVISIONS – ADMINISTRATIVE CITATIONS TO INCLUDE FORECLOSURE

D. REPORTS/ACTION ITEMS

D.1. Redwood Coast Music Festival Request

Recommendation: Waive facility use fees and approve a partnership arrangement with Redwood Coast Music Festivals (RCMF) that allows RCMF staff and volunteers to do the set-up, break-down, custodial services and professional electrical work and any city staff costs would be paid by RCMF; or

Approve an agreement for the collection of total fees (including facility and staff) by phasing in the collection of fees over a three year period at 33%, 66%, and 100%.

D.2. Commercial Cannabis Cultivation Excise Tax Presentation

Recommendation: Receive a report on the Commercial Cannabis Cultivation Excise Tax

D.3. Rental Subsidy Funding for 15 Permanent Supportive Housing Units

Recommendation: Approve City of Eureka Housing Successor funding in the amount of \$100,000 for rental subsidies contingent upon Humboldt County Matching Fund approval of \$100,000, and the State of California Housing and Community Development HOME Program authorization of 15 Permanent Supportive Housing units at the Danco "The Lodge at Eureka" project.

E. CITY MANAGER REPORTS

ADJOURNMENT

If open session items cannot be completed by 9:30 P.M., the meeting may be adjourned to the next regular meeting or Council may vote to extend the meeting.

NOTICES

The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon the request and consensus of the Mayor and Council.

Any writing that is a public record not exempt from public disclosure and relating to an agenda item for open session of the City Council is available for public inspection at the Office of the City Clerk, 531 K Street, Eureka, CA 95501.

The meeting rooms are ADA accessible. Accommodations and access to City meetings for people with special needs must be requested of the City Clerk at 441-4175 72 hours in advance of the meeting. This agenda and other materials are available in alternate formats upon request.

All persons in attendance at public meetings are requested to observe the following rules of civil debate:

- 1. We may disagree, but we will be respectful of one another.*
- 2. All comments will be directed to the issue at hand.*
- 3. Personal attacks are unacceptable*
- 4. Applauding or other displays of approval/disapproval are discouraged.*

Regular City Council meetings are broadcast live by Humboldt Access on Cable Channel 10 and live streamed on the City's web site at [www. ci.eureka.ca.gov](http://www.ci.eureka.ca.gov).

To minimize distractions, please be sure all personal communications devices are on silent mode.

Questions? Please e-mail cityclerk@ci.eureka.ca.gov or contact the City Clerk's office at (707) 441-4175.



MINUTES OF
EUREKA CITY COUNCIL

November 1, 2016

The City Council of the City of Eureka met in REGULAR Session on the above date, 5:00 P.M. Closed Session, 6:00 P.M. Open Session, at the Eureka City Hall, Council Chambers, 531 "K" Street, Eureka.

CLOSED SESSION: None

REGULAR SESSION – 6:00 P.M.

ROLL CALL:

PRESENT: BRADY
 BERGEL
 CIARABELLINI
 ARROYO
 JAGER

ABSENT: ATKINS

PLEDGE OF ALLEGIANCE

REPORT OUT OF CLOSED SESSION: None

MAYOR'S ANNOUNCEMENTS

Mayor Jager presented a proclamation for the Great American Smokeout.

Item D.1 Redwood Coast Music Festival has been pulled and will not be discussed.

Item D.3 will be moved to be heard after Public Comment

COUNCIL REPORTS / CITY-RELATED TRAVEL REPORTS:

Councilmember Ciarabellini invited representatives from the League of Women Voter's organization to address the Council.

Invitation to attend the annual Veteran's Day Celebration at the Adorni Center on 11/11 at 11 A.M.

Councilmember Arroyo has been doing training on a more effective community process and she encourages citizens to support Humboldt Roller Derby as she is a member of the team.

Councilmember Bergel was at PALCO marsh with ECO Eureka doing clean-up and she is very excited about the new trail that will extend thru the marsh.

The Graffiti Abatement Team is looking for volunteers, interested individuals can contact her or Suzie Owsley.

Councilmember Brady invited individuals to attend Coffee with the Captain's monthly event.

BOARD/COMMISSION REPORTS: None

PUBLIC COMMENT PERIOD:

Minnie Wolf, Eureka
Joe Bonino, Eureka
Nezzie Wade
Unidentified speaker

A) PUBLIC HEARINGS:

- A.1 Public Hearing - Unmet Transit Needs - Finance Director Wendy Howard provided a report. Deborah Dees from HCOAG provided information. The Public Hearing was opened and closed at 6:50 P.M. No one from the public provided information to the Council.

BERGEL moved, seconded by CIARABELLINI, to direct staff to forward a transcript of comments to the Humboldt County Association of Governments (HCAOG) for inclusion in the 2017-18 Unmet Needs Report of Findings, motion Carried

Ayes: BRADY, BERGEL, CIARABELLINI, ARROYO
Noes: None
Absent: ATKINS

- A.2 Collection of Past-Due Fines and Fees - Deputy Public Works Director Brian Issa provided a report. The Public Hearing was opened at 7:07 P.M. The following individuals addressed the Council regarding this subject matter:

Eric Hedlund, Eureka

The Public Hearing Closed at 7:10 P.M.

CIARABELLINI moved, seconded by BERGEL, Adopt Resolution No. 2016-77 of the City Council ordering special assessments for unpaid administrative fines, monitoring fees, or abatements at certain real properties as listed in Attachment 'A.', motion Carried

Ayes: BRADY, BERGEL, CIARABELLINI, ARROYO

Noes: None

Absent: ATKINS

- B) CONSENT CALENDAR: BRADY moved, seconded by ARROYO, to approved the consent calendar minus item B.3, motion Carried

Ayes: BRADY, BERGEL, CIARABELLINI, ARROYO

Noes: None

Absent: ATKINS

- B.1 Council Meeting Minutes – Approved the regular Council meeting minutes of October 18, 2016.

- B.2 Membership Structure of the Humboldt County Integrated Solid Waste Management Local Task Force – Adopted Resolution No. 2016-78 of the City Council re-establishing the Integrated Solid Waste Management Task Force (LTF) in accordance with Public Resources Code Section 40950.1 and approved the Parks and Recreation Director as the designee for the Local Task Force and the Deputy Parks and Recreation Director as the alternate for the Local Task Force.

- B.3 Fund 720 Trust Holding Fund –Finance Director Wendy Howard provided information. No one from the public provided information on this subject matter.

BRADY moved, seconded by ARROYO, Adopt Resolution No. 2016-79 of the City Council authorizing the City Manager to close out Fund 720 - Trust Holding Fund and transfer funds into Fund 110 General Fund, motion Carried

Ayes: BRADY, BERGEL, CIARABELLINI, ARROYO

Noes: None

Absent: ATKINS

- B.4 MCC Upgrades 2016 – Declared Platt Electric the low bidder on Pump Station MCC Upgrades 2016 and awarded Bid No. 2017-02 to Platt Electric in the amount of \$365,753.25 with an assumed sales tax rate of 8.75% and shipping for a total \$400,000 for Motor Control Center Upgrade Equipment.

C) ORDINANCES/RESOLUTIONS

- C.1 Ordinance adding Section 92.10 to Title IX Chapter 1X Chapter 92 - Restrictions on Butane Sales - City Attorney Cyndy Day Wilson provided a report. Fire Chief Bill Gillespie and Development Services Director Rob Holmlund provided information. The following individuals addressed the Council regarding this subject matter:

Victoria Benington, Eureka
Allison Edwington, Fortuna
Thomas Edwington
Bill Morrel
Pat Moore
James Filiogi
Keith Linnville
Eric Bonde
Lee Turner, Eureka

CIARABELLINI moved, seconded by ARROYO, Waive reading, read by Title only, and Adopt Bill No. 927-C.S., Ordinance No. 849-C.S., an Ordinance of the City of Eureka adding Section 92.10 to Title IX Chapter 92 – RESTRICTIONS ON BUTANE SALES add under section F exemptions item 2: licensed vocational xxx add amendment on making records available, motion Carried

Ayes: BRADY, BERGEL, CIARABELLINI, ARROYO
Noes: None
Absent: ATKINS

- C.2 Amendment to EMC Section 150.186 Title XV Chapter 150-Building Regulations - Unsafe Structures; Abatement of Nuisances; and Section 10.57, Title 1 Chapter 10 - General Provisions-Administrative Citations to include Foreclosure - City Attorney Cyndy Day Wilson provided a report. The following individual addressed the Council regarding this subject matter:

Eric Hedlund

BERGEL moved, seconded by CIARABELLINI, Waive reading, read by Title only, and Adopt Bill No. 928-C.S., Ordinance No. 850-C.S., an Ordinance of the City of Eureka AMENDING EMC SECTION 150.186 TO TITLE XV CHAPTER 150 – BUILDING REGULATIONS – UNSAFE STRUCTURES; ABATEMENT OF NUISANCES; AND,

SECTION 10.57 TO TITLE I CHAPTER 10 – GENERAL PROVISIONS –
ADMINISTRATIVE CITATIONS TO INCLUDE FORECLOSURE, motion Carried

Ayes: BRADY, BERGEL, CIARABELLINI, ARROYO

Noes: None

Absent: ATKINS

D) REPORTS/ACTION ITEMS

- D.1 Redwood Coast Music Festival Request – This item was pulled and not discussed.
- D.2 Commercial Cannabis Cultivation Excise Tax Presentation – County of Humboldt Chief Administrative Officer Amy Nielsen provided a report.
- D.3 Rental Subsidy Funding for 15 Permanent Supportive Housing Units - Housing Project Manager Melinda Petersen presented a report. Development Services Director Rob Holmlund provided information. Sally Hewitt of DHSS and Chris Dart of DANCO provided information. No one from the public addressed the Council regarding this subject matter.

ARROYO moved, seconded by CIARABELLINI, Approve City of Eureka Housing Successor funding in the amount of \$100,000 for rental subsidies contingent upon Humboldt County Matching Fund approval of \$100,000, and the State of California Housing and Community Development HOME Program authorization of 15 Permanent Supportive Housing units at the Danco "The Lodge at Eureka" project, motion Carried

Ayes: BRADY, BERGEL, CIARABELLINI, ARROYO

Noes: None

Absent: ATKINS

E) CITY MANAGER REPORTS

City Manager Greg Sparks announced that the City of Eureka was awarded a 1.1 million dollar CDBG Grant.

In anticipation of prop 64 passing would the council like to place an item on the next agenda regarding a moratorium to address the regulation of recreational marijuana? By consensus, Council directed staff to place the item on the November 15, 2015 regular agenda.

ADJOURNMENT: 9:22 P.M.

APPROVED:

Frank J. Jager
Mayor

Attest:

Pamela J. Powell
City Clerk



MINUTES OF
EUREKA CITY COUNCIL

December 13, 2016

The City Council of the City of Eureka met in REGULAR Session on the above date, 6:00 P.M. Open Session, at the Eureka City Hall, Council Chambers, 531 "K" Street, Eureka.

REGULAR SESSION – 6:00 P.M.

ROLL CALL:

PRESENT: BRADY
ATKINS
BERGEL
CIARABELLINI
ARROYO
JAGER

ABSENT: None

PLEDGE OF ALLEGIANCE

A) RESOLUTIONS:

- A.1 Resolutions Declaring Canvass of Returns and Results of General Municipal Election – City Clerk, Pam Powel presented a report. The US Coast Guard presented a Certificate of Merit to Councilmember Ciarabellini and Pete Ciarabellini addressed the Council on behalf of Councilmember Ciarabellini.

BERGEL moved, seconded by ARROYO, to adopt a Resolution of the City Council accepting the Canvass of Returns and declaring the results of the General Municipal Election held in the City of Eureka on Tuesday November 8, 2016 for the purpose of electing certain municipal officers; and

Adopt a Resolution of the City Council accepting the Canvass of Returns and declaring the results of the General Municipal Election held in the City of Eureka on Tuesday November 8, 2016 for the purpose of submitting to the electors of the City of Eureka Ballot Measure O relating to Low Income Housing Limits; and

Adopt a Resolution of the City Council accepting the Canvass of Returns and declaring the results of the General Municipal Election held in the City of Eureka on Tuesday November 8, 2016 for the purpose of submitting to the electors of the City of Eureka Ballot Measure P relating to a Charter Amendment for a True Ward System, motion Carried

Ayes: ARROYO, ATKINS, BERGEL, BRADY, CIARABELLINI

Noes: None

Absent: None

Mayor Jager administered the Oath of Office to Heidi Messner, Ward 2 Councilmember and Austin Allison, Ward 4 Councilmember.

MAYOR'S ANNOUNCEMENTS:

Councilmember Bergel presented a proclamation for Human Rights Awareness Month

Councilmember Arroyo presented a proclamation in support of Centro Del Pueblo, a Latino Cultural Center.

Connie Lorenzo Health and Human Services presented information on the Humboldt Second Chance Program

Zoo Manager Gretchen Ziegler presented the Updated Master and Strategic Plan for Sequoia Park Zoo.

COUNCIL REPORTS / CITY-RELATED TRAVEL REPORTS:

Councilmember Brady reported that she attended a memorial service for former Councilmember Jim Howard and that she attended "Coffee with the Captains" hosted by McDonald's.

Councilmember Bergel announced the Holiday Dash and the Grand Opening of the Trail at the Foot of Del Norte Street. Councilmember Bergel requested an update regarding the land transfer to the Wiyot Tribe.

By consensus, Council agreed to Councilmember Bergel's request to discuss a resolution regarding human rights on the next council meeting.

Councilmember Arroyo attended the Strategic Arts Council presentation and announced that HTA will be providing later Saturday evening service beginning Jan 1.

BOARD/COMMISSION REPORTS: None

PUBLIC COMMENT PERIOD:

Brandy Wilson Executive Director for Harm Reduction
Jimmy Work
Unidentified speaker
Unidentified speaker

B) PUBLIC HEARINGS:

B.1 Mungia General Plan Amendment and Zone Reclassification

Development Services Director Rob Homlund and Associate Planner Brian Heaton provided a report.

Public Hearing opened and closed 7:23 P.M. No one from the public addressed the Council regarding this subject matter.

ARROYO moved, seconded by MESSNER, to waive reading, read by title only, and introduce Bill No. 930-C.S. an "Ordinance Reclassifying Real Property at APN 008-171-011 from Planned Shopping Center (CP) to Neighborhood Commercial (CN); and Adopt Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (MMRP); and

Adopt Resolution No. 2016-87 of the City Council of the City of Eureka approving a General Plan Amendment at APN 008-171-011 from Community Commercial (CC) to Neighborhood Commercial (NC), motion Carried

Ayes: BRADY, MESSNER, BERGEL, ALLISON, ARROYO

Noes: None

Absent: None

C) CONSENT CALENDAR: Item 7 from the Consent Calendar was pulled and discussed separately. BRADY moved, seconded by BERGEL to approve the balance of the consent calendar, motion Carried.

Ayes: BRADY, MESSNER, BERGEL, ALLISON, ARROYO

Noes: None

Absent: None

C.1 City Council Meeting Minutes – Approve the regular Council meeting minutes of November 15, 2016.

C.2 Temporary Over-Hire for Senior Administrative Assistant in the Police Department – Approved a temporary over-hire of a Senior Administrative Assistant in the Police Department.

- C.3 Local Agency Biennial Conflict of Interest Code – Rescinded Resolution No. 2014-65; and Adopt Resolution No. 2016-88 of the City Council containing amendments to the City's Conflict of Interest Code to include new positions, revise title of existing positions, and delete titles of position that have been abolished.
- C.4 Modify Facilities Maintenance Operations – Adopt Resolution No. 2016-89 of the City Council to replace a vacant Electrician position with two (2) Facilities Maintenance Technicians in the Facilities Division of the Parks and Recreation Department.
- C.5 GHD Professional Services Agreement for Eureka Waterfront Trail, Phases B and C, Construction Management (Bid No. 2017-4) – Authorize staff to negotiate and execute a professional services agreement with GHD Inc for construction management of Eureka Waterfront Trail (Phases B and C) in an amount not to exceed \$372,226.
- C.6 Eureka City Schools Shared Facilities Agreement – Approve a shared facilities agreement with Eureka City Schools.
- C.7 Housing Successor Cash Match for Americorps Housing Support Specialists – Councilmember Arroyo recused herself from this item and left the chambers. Housing Program Manager Melinda Petersen provided a report. No one from the public commented on this subject matter.

BERGEL moved, seconded by MESSNER, to allocate \$68,000 from Housing Successor Funds to Redwood Community Action Agency to support an application cash match for four (4) AmeriCorps Housing Support Specialist members to assist with housing the homeless. , motion Carried

Ayes: BRADY, MESSNER, BERGEL, ALLISON,

Noes: None

Absent: ARROYO

- C.8 Eureka 8th Street LP Loan Subordination "The Lodge at Eureka" – Authorize a Loan Subordination in the Amount of \$1.6 Million consisting of a Citibank loan increase from \$575,000 to \$1.2 Million in the first lien position on title contingent upon (1) City of Eureka staff authorization of Change Orders, (2) Authorization of County Department Health & Human Services Rental Subsidies for 20 years for 15 units at the "The Lodge at Eureka", (3) increase Citibank funding, (4) increased tax credits and (5) an increased Deferred Development Fee from \$62,624 to \$331,792, (6) Design Review

Committee modification authorization, (7) Housing and Community Development HOME Program approval of loan subordination and verification of minimum age of 62 and/or disabled for all tenants, except the manager's unit.

- C.9 Eureka Waterfront Trail – Phases B and C, Bid No. 2017-5 – Declare Mercer-Fraser Company the low responsive bidder on the Eureka Waterfront Trail Phases B and C Project; and Award Bid No. 2017-5 to Mercer-Fraser Company in the amount of \$4,038,179.00 and approve \$4,238,179.00 for the project which includes a contingency of approximately 5%.

D) ORDINANCES/RESOLUTIONS:

- D.1 Successor Agency to the Former Redevelopment Agency - 2017 Tax Allocation Refunding Bonds - Finance Director Wendy Howard provided a report. Ralph Holmes provided information. No one from the public commented on this subject matter.

ARROYO moved, seconded by MESSNER, to adopt Resolution No. 2016-90 of the City Council acting as the Successor Agency approving the issuance of up to two series of refunding bonds in order to refund certain outstanding obligations of the dissolved Redevelopment Agency of the City of Eureka, approving the execution and delivery of an indenture of trust, irrevocable refunding instructions, one or more escrow agreements, a bond purchase agreement, and other documents relating thereto, approving a preliminary official statement and a final official statement, requesting Oversight Board approval of the issuance of the refunding bonds, and providing for other matters properly relating thereto, motion Carried.

Ayes: BRADY, MESSNER, BERGEL, ALLISON, ARROYO
Noes: None
Absent: None

- D.2 2016 Building Standards Code - Public Works Director Brian Gerving provided a report. No one from the public commented on this subject matter.

BERGEL moved, seconded by ALLISON, waive reading, read by Title only and introduce Bill No. 931-C.S. "An ordinance of the City of Eureka amending Eureka Municipal Code Title 15, Chapter 150, including Sections 150.002, 150.015 through 150.029 and adding new Section 150.030 adopting by reference the 2016 editions of the California Building Standards Code and related model codes with Appendices and amendments all relating to building regulations"; and Waive reading, read by title only and introduce Bill No. 932-C.S. "An ordinance of the City of Eureka amending Eureka Municipal Code Title 9, Chapter 92, including Sections 92.01 through 92.07 adopting by reference the 2016 edition of the California Fire Code

and related model codes with appendices and amendments all relating to fire regulations"; and

Adopt Resolution No.'s 2016-91 and 2016-92 of the City Council establishing findings for amendments to the California Building Code and California Residential Code based on local climatic, geographic, or topographic conditions, motion Carried.

Ayes: BRADY, MESSNER, BERGEL, ALLISON, ARROYO

Noes: None

Absent: None

E) REPORTS/ACTION ITEMS:

E.1 Caltrans 101 Corridor Project Update – Council received a report on the 101 Corridor Project Update from Caltrans. No one from the public commented on this subject matter.

E.2 St. Vincent DePaul Emergency Overflow Overnight Shelter Agreement - Parks and Recreation Director Miles Slattery provided a report. Eureka Rescue Mission Brian Hall provided information. The following individuals addressed the Council regarding this subject matter:

Steve Berti
Matthew Owen

BRADY moved, seconded by MESSNER, to approve an Emergency Overflow Overnight Shelter Agreement with St. Vincent DePaul Society; and
Appropriate additional funds from the General Fund in an amount not to exceed \$12,000, motion Carried

Ayes: BRADY, MESSNER, BERGEL, ALLISON, ARROYO

Noes: None

Absent: None

E.3 Wastewater Treatment Plant Digester Cover Emergency Project -
Public Works Director Brian Gerving provided a report. No one from the public commented on this subject matter.

ARROYO moved, seconded by MESSNER, to adopt Resolution No. 2016-93 of the City Council finding an emergency in regards to the Elk River Wastewater Treatment Plant sludge; and

Authorize the City Manager to negotiate and execute an agreement in an amount not to exceed \$3,000,000 with Brown and Caldwell for design, construction, and construction engineering services associated with the Wastewater Treatment Plant (WWTP) digester cover replacement project; and

Authorize the City Manager to negotiate and execute a materials management agreement in an amount not to exceed \$1,000,000 for services associated with the

emptying, dewatering, transport, and disposal of biosolids from the WWTP facultative sludge lagoon; and
Appropriate \$1,500,000 in additional funding from Wastewater Reserves to account 512-47000-7878 Elk River Digester Cover Repair; and
Appropriate \$700,000 in additional funding from Wastewater Reserves to account 510-44430-3165 Biosolids Transportation, motion Carried.

Ayes: BRADY, MESSNER, BERGEL, ALLISON, ARROYO

Noes: None

Absent: None

- E.4 Mayor Pro-Tem - BERGEL moved, seconded by ARROYO, to nominate Councilmember Marian Brady as Mayor Pro Tem, motion Carried.

Ayes: BRADY, MESSNER, BERGEL, ALLISON, ARROYO

Noes: None

Absent: None

ARROYO moved, seconded by BRADY, to extend meeting by 20 minutes, motion Carried.

Ayes: BRADY, MESSNER, BERGEL, ALLISON, ARROYO

Noes: None

Absent: None

- E.5 Mayor and Council Memberships on Boards, Commissions, Committees, Sub-committees, and Ad-Hoc Committees – ARROYO moved, seconded by BERGEL to approve the Council appointees to Mayor and Council Memberships on Boards and Commissions, motion Carried.

Ayes: BRADY, MESSNER, BERGEL, ALLISON, ARROYO

Noes: None

Absent: None

F) CITY MANAGER REPORTS:

City Manager Greg Sparks provided a update on the WWII Ship the 1091 and its relocation to property owned by the Humboldt Bay Harbor District in Samoa.

ADJOURNMENT: 10:10 P.M.

G) CLOSED SESSION – This item was pulled and not discussed.

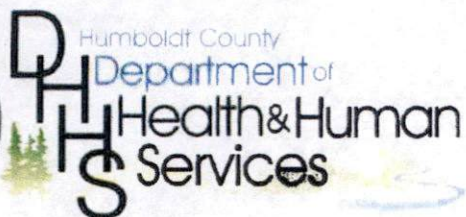
G.1 Conference with legal counsel - Initiating litigation
Significant exposure to litigation: One case
Pursuant to government code section 54956.9(d)(4)

APPROVED:

Frank J. Jager ,
Mayor

Attest:

Pamela J. Powell
City Clerk



Administration
Connie Beck, Director
507 F Street, Eureka, CA 95501
phone: (707) 441-5400 | fax: (707) 441-5412

December 09, 2016

Dan Johnson, Owner
The Danco Group
5251 Ericson Way
Arcata, CA 95521
Phone (707) 822-9000
Fax (707) 822-95961

Dear Mr. Dan Johnson:

Please consider this letter as an intent for the County of Humboldt Department of Health and Human Services to support client leasing of 15 low-income senior housing units on a recurring basis for a term of 20 years.

The Department of Health and Human Services agrees to support rental subsidies not to exceed \$100,000 per year for the first two years of the lease. The remaining years lease amounts will be based on a fair market index for the local area.

It is the intention of the Department of Health and Human Services to submit a consent item for this project to the County Board of Supervisors on January 3, 2017 for approval. DHHS is excited to support this critical senior housing project and we look forward to a long lasting relationship with the Danco group in the near future.

Sincerely,

Connie Beck, Director

Mental Health
phone: (707) 268-2990
fax: (707) 476-4049

Public Health
phone: (707) 445-6200
fax: (707) 445-6097

Social Services
phone: (707) 476-4700
fax: (707) 441-2096

