



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C6

For the meeting of: November 14, 2017

Date: October 26, 2017

To: Board of Supervisors

From: Amy S. Nilsen, County Administrative Officer

Subject: Measure Z Memorandum of Understandings

RECOMMENDATION(S):

That the Board of Supervisors:

1. Authorize the Chair of the Board to execute Memorandum of Understandings (MOU) with the following agencies: City of Eureka and the City of Rio Dell; and
2. Direct the Clerk of the Board to return two copies of all of the agreements to the County Administrative Office for processing.

SOURCE OF FUNDING: General Fund – Measure Z

DISCUSSION:

In November of 2014 the citizens of Humboldt County approved Measure Z, a local half-cent local sales and use tax. Your Board created the Citizens' Advisory Committee on Measure Z expenditures to make recommendations to your Board on how these funds should be spent. In April of 2017 the committee made

Prepared by Elishia Hayes

CAO Approval

REVIEW:

Auditor

County Counsel

Human Resources

Other

TYPE OF ITEM:

- ☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. I-1, C-11

Meeting of: 6/6/17, 6/27/17

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Fennell Seconded by Supervisor Wilson

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: 11/14/17

By:

Kathy Hayes, Clerk of the Board

recommendations to the County Administrative Office (CAO) on the use of these funds. The CAO included these recommendations in the fiscal year 2017-18 proposed budget that was before your Board on June 6, 2017. On June 27, 2017, your Board adopted the fiscal year 2017-18 budget with minimal changes to the committee's recommendations.

Now that the Measure Z allocations have been finalized for fiscal year 2017-18 the final step in the allocation of these funds is to approve MOUs with outside agencies. Before your Board today are MOUs with the City of Eureka and the City of Rio Dell.

The City of Eureka contract is from July 1, 2017 to June 30, 2018 with a maximum compensation amount of \$419,140.00 for the purpose of paying the salary, training and related travel costs and expenses associated with two (2) full-time equivalent police officers to the Humboldt County Mobile Intervention Support Team; costs and expenses associated with purchasing law enforcement-related equipment needed by the officers assigned to the Humboldt County Mobile Intervention Support Team; and for the expenses associated with the provision of homeless support services, including housing, detoxification and residential treatment services.

The City of Rio Dell contract is from July 1, 2017 to June 30, 2018 with a maximum compensation amount of \$34,101.00 for the purpose of paying the costs and expenses associated with assigning one (1) part-time clerical position to the Rio Dell Police Department.

All contracts will be on a reimbursement basis. All contractors will submit quarterly invoices to the County Administrative Office along with a quarterly report in order to receive payment. In addition, each contractor will provide an annual report.

These contracts come to your Board after the effective date due to the fiscal year 2017-18 budget being adopted on June 27, 2017 and the time in which it takes to create and process twelve contracts.

FINANCIAL IMPACT:

The total allocation of Measure Z dollars related to these contracts is \$453,241. This includes \$419,140 for the City of Eureka and \$34,101 for the City of Rio Dell. These contract amounts are consistent with the amounts adopted in the fiscal year 2017-18 budget.

This agenda item supports the Board's Strategic Framework by enforcing laws and regulations to protect residents, creating opportunities for improved health and safety and protecting vulnerable populations.

OTHER AGENCY INVOLVEMENT:

City of Eureka
City of Rio Dell

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the contracts. This is not recommended as this will leave these outside agencies without any way to receive Board approved allocations of Measure Z funds.

ATTACHMENTS:

1. City of Eureka Memorandum of Understanding

2. City of Rio Dell Memorandum of Understanding

Attachment 1:
City of Eureka Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF HUMBOLDT
AND
CITY OF EUREKA
MEASURE Z FUNDING
FOR FISCAL YEAR 2017-2018**

This Memorandum of Understanding ("MOU"), entered into this 14th day of November, 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 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 17, 2017, 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 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, which is attached hereto as Exhibit A – Application for Measure Z Funding – and incorporated herein by reference; and

WHEREAS, on June 27, 2017, the Humboldt County Board of Supervisors approved the Measure Z application submitted by CITY in the amount of Four Hundred Nineteen Thousand One Hundred Forty Dollars (\$419,140.00) through June 30, 2018; and

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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 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 Ten Thousand One Hundred Forty Dollars (\$210,140.00).

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 in order to reduce homelessness within the City of Eureka. CITY shall provide the officers assigned to the Humboldt County Mobile Intervention Support Team with any and all training needed to provide the law enforcement services required hereunder.
- 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. Social Media. CITY will post summaries of the information contained in the quarterly and final reports submitted pursuant to the terms and conditions of this MOU on CITY-maintained social media accounts as set forth in Exhibit D – Social Media Reporting Requirements – which is attached hereto and incorporated herein by reference. For purposes of this MOU, social media includes, but is not limited to, Facebook, Twitter, Instagram and Snapchat.
- E. 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, 2017 and shall remain in full force and effect until June 30, 2018, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, 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 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 Upon Termination. In the event this MOU is terminated, CITY shall be entitled to compensation for uncompensated costs and expenses incurred pursuant to the terms and conditions of this MOU through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this MOU by CITY.

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 Nineteen Thousand One Hundred Forty Dollars (\$419,140.00). 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.

6. PAYMENT:

CITY shall submit to COUNTY quarterly invoices itemizing all costs and expenses incurred pursuant to the terms and conditions of this MOU. Invoices shall be in the format set forth in Exhibit F – Measure Z Invoice Form – which is attached hereto and incorporated herein by reference. 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 costs and expenses incurred pursuant to the terms and conditions of this MOU will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by 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 costs and expenses incurred 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. Such records shall be original entry books with a general ledger itemizing all debits and credits for the costs and expenses incurred pursuant to the terms and conditions of this MOU.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CITY, and its subcontractors, related to the costs and

expenses incurred 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 the date of 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 other 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 other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance 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 costs and expenses incurred pursuant to the terms and conditions of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of such audit. If the allowable expenditures cannot be determined because 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. However, such monitoring shall not interfere with CITY operations. CITY will cooperate with a corrective action plan, if deficiencies in CITY's records, programs or procedures are identified by COUNTY. COUNTY is not responsible, and will not be held accountable for, overseeing or evaluating the adequacy of CITY's performance hereunder.

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 anything to the contrary, 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.
- C. Effect of Insurance. Acceptance of the insurance required by this MOU shall 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 of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by 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 (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 - 2. Automobile/Motor Liability Insurance with a limit of liability of no less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
 - 3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
 - 4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which 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 (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this MOU, 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. 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 COUNTY determines were not expended in accordance with the terms of this MOU.

16. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that 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, assignees and subcontractors.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

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 such 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 its obligations set forth herein. 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 (1) 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: 10/14/17

APPROVED AS TO FORM:

By: 
Cyndy Day-Wilson, City Attorney


Date: 10/24/17

ATTEST:

By: 
Pamela J. Powell, City Clerk


Date: 10/16/17

COUNTY OF HUMBOLDT:

By: 
Virginia Bass
Chair, Humboldt County Board of Supervisors

Date: 11/14/17

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 10/31/17

LIST OF EXHIBITS:

- Exhibit A – Application for Measure Z Funding
- Exhibit B – Quarterly and Final Summary Reports
- Exhibit C – Quarterly and Final Report Form
- Exhibit D – Social Media Reporting Requirements
- Exhibit E – Schedule of Rates
- Exhibit F – Measure Z Invoice Form



CITIZENS' ADVISORY COMMITTEE ON MEASURE Z EXPENDITURES

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

APPLICATION FOR FUNDING

Agency Name: 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 | <input type="checkbox"/> |
| b. Contract Service Provider to Humboldt County | <input type="checkbox"/> |
| c. Local Government Entity | <input checked="" type="checkbox"/> |
| d. Private Service Provider | <input type="checkbox"/> |
| e. Non-Profit Service Provider | <input type="checkbox"/> |
| f. Other | <input type="checkbox"/> |

RECEIVED

FEB 17 2017

CAO

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 worked together on the most pronounced problem in our county, homelessness. The City of Eureka 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, which cost the City \$120,000.00, 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 implement the Focus Strategy recommendations and we need your continued help.

With continued funding the City of Eureka will continue to dedicate two full-time equivalent employee positions, including police officers and the newly hired Homeless Services Program Manager, to work with assigned DHHS personnel to continue to expand the scope and capabilities of the Mobile Intervention & Services Team (MIST) and implement the Focus Strategies Homeless Strategy and Implementation Plan. 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 the 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 and will continue to see additional funding through federal, state and private sources. 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 and were funded by Measure Z in the 2016-17 fiscal year. Measure Z funding will allow EPD to continue staffing the MIST and Homeless Services Program Manager positions, working with DHHS to analyze, triage and place homeless needing intervention and assistance.

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. 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 continued to give presentations about the MIST program. The efforts and successes of MIST have generated tremendous community support. The addition of a Homeless Service Program Manager focused on implementing the Focus Strategies recommendations will further strengthen the effectiveness of efforts designed to address homelessness in the community.

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 three positions (a mental health clinician, case manager and alcohol and other drugs specialist) 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) and implementation of Focus Strategies recommendations. This partnership is vital as we move forward together implementing solutions. These pieces have been in place 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 16-17, 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: 02/27/17

SIGNATURE: _____

SUBMIT THIS APPLICATION TO:

Humboldt County Citizens' Advisory Committee on *Measure Z* Expenditures
c/o County Administrative Office
825 Fifth Street, Suite 111
Eureka, CA 95501-1153.

City of Eureka

Measure Z Application for Funding

Proposal Narrative

Problem Statement: Eureka, as the county seat of Humboldt County, is the epicenter of our region for commerce, transportation, tourism, healthcare, government and social services. As Eureka goes, so goes the county. 55% of Humboldt County's population lives in the Humboldt Bay area and frequents Eureka for most of their daily activities. Due to its centralized location, Eureka also holds a disproportionately high percentage of the county's homeless population and corresponding crime and disorder issues. According to the 2015 Point in Time Count, there are an estimated 730 homeless persons living within the city limits of Eureka (56% of the county's estimated total). Eureka's homeless population is mostly unsheltered (over 55%) and highly visible with a large numbers of people congregating in visible areas. While most communities in California have a homelessness rate of less than 0.2%, Eureka's at last count hovers around 2.7%.

Around 45% of the revenue collected as a result of the passage of Measure Z will come from the residents of the City of Eureka. Eureka will use allocated Measure Z funding to continue building a robust, evidence-based project to reduce homelessness by partnering Eureka Police Department officers with Humboldt County Department of Health and Human Services (HCDHHS) mental health staff as part of the innovative, co-responder **Mobile Intervention and Service Team (MIST)**. The funding will also provide resources to assist the homeless into interim housing where further assessment and referral can lead to treatment and permanent housing. This funding has been matched with existing in-kind resources by HCDHHS and the Eureka Police Department (EPD) in the amount of more than \$1.5 million. EPD and HCDHHS are also seeking additional funding from the state and federal governments to augment the project and make it portable to other cities in the region.

The goal is to leverage the power of community partnership with the precision of individual analysis to create tailor-made, evidence-based solutions (like MIST) to *measurably* reduce homelessness in Eureka. There are five identified groups that have specific needs, each demanding a vastly different solution. Measure Z funding will immensely help solve this problem without displacement to other communities. This proposal will utilize an existing broad-based community group, comprised of decision makers representing more than ten city, county, and non-profit entities dedicated to this effort and will leverage existing analysis and resources to map out expedited services for individuals. The idea of targeted service mapping, based on individual analysis and a homeless triage protocol, enables local officials to rapidly and correctly connect those who need help with the most appropriate resource. A purposeful diffusion of benefit is increased crime control.

The funding will also be used to support a part-time Homeless Services Program Manager dedicated to implementing the Focus Strategies plan to address homelessness. The Plan recommends a unified, county-wide approach based on the "housing first" model (immediately moving homeless people directly into permanent housing as a first step). Rapid Re-Housing is a crucial component of this strategy and therefore remains a part of this funding request. The Focus Strategies report also recommends strengthening and re-orienting outreach efforts (MIST) to focus on housing solutions, as well as expanding MIST to include AOD and Housing specialists, which has been accomplished.

MIST serves as a proactive, housing-focused outreach, assessment and intervention instrument that prioritizes those homeless persons generating the highest number of police and other emergency services calls. From initial contact and analysis by MIST, to triage at the repurposed MAC, to housing or intervention for mental health and/or substance abuse, the project led by EPD with substantial support from HCDHHS will have a direct impact on public safety and quality of life as intended through Measure Z.

The Key: Use Measure Z funding to employ Eureka Police Dept. Employees, including officers and a new Homeless Services Program Manager, to partner with HCDHHS staff (MIST) and fund services needed to perform rapid, individualized assessment of the homeless population in order to determine which resources (including Rapid Re-Housing) will work best at the lowest cost to the community.

City of Eureka

Measure Z Application for Funding- Prior Year Results

Measure Z funds were used primarily to fund the Mobile Intervention and Services Team (MIST) program. Implemented in early 2015, MIST uses evidence-based interventions that allow Eureka Police Department (EPD) and Department of Health and Human Services (DHHS) to attempt to provide the best possible solutions for people who need help and reduce the social disorder that is often associated with some segments of the homeless population. A DHHS Mental Health Clinician is teamed with EPD Officers in the field to make initial contact with individuals in the target population and provide assistance. A Case Manager also works with clients to provide follow up care and connect them to necessary services such as outpatient mental health counseling, medication support, alcohol and other drug services, housing or shelter, and linkage to medical and nutrition services.

As of December 31, 2017, there have been at least 1,058 referrals made to services (for unique clients who were assisted in accessing one or more of these services during contacts made by MIST). In addition, in the period July 1- December 31, 2016:

- DHHS-MIST contacted 42 unduplicated individuals and informed them of services (project total now 353).
- EPD-MIST staff contacted 160 unduplicated individuals and informed them of services (project total now 669)
- The combined efforts of EPD and DHHS have resulted in a total of 816 unique individuals contacted (this figure accounts for the overlapping of clients contacted by both EPD and DHHS-MIST).
- DHHS-MIST made 836 client contacts (project total now over 3,138).
- 56 individuals were placed in the MAC
- 16 individuals were referred to DETOX and two women were placed in an out-of-area facility for drug and alcohol treatment.
- EPD officers conducted over 336 hours of Measure Z-funded overtime managing the homeless situation, including outreach and enforcement when necessary. Approximately 44 arrests were made and 170 EMC citations were issued. Officers also made 35 Referrals to MIST.

In addition, efforts of the MIST team resulted in the following

- One individual was re-connected with family and joined a sister in Montana
- One pregnant woman using IV heroin was referred to Public Health after declining MIST services
- Child Welfare Services was notified about minors living in homeless encampments.
- Two women were referred to Humboldt Domestic Violence Services – both received services, were sheltered and found safety away from their batterers.

Between July 1, 2015 and January 31, 2017, Measure Z funding was also used to provide housing assistance to 82 unique individuals who are disabled and experiencing chronic homelessness. Of those reporting (some were prior to VI-SPDAT and HMIS intakes), individuals served had spent an average of 62 months homeless. So far in FY16/17, 32 unique clients were supported in admission to Detox and 23 unique clients attended residential treatment.

Utilizing Measure Z Funds, the City of Eureka, through the Eureka Police Department, has also hired a part-time Homeless Services Program Manager to implement the recommendations in Focus Strategies Homeless Strategy and Implementation Plan. This individual started on December 1.

Date: 2/17/16

Descriptions	Amounts	Approved Budget	Remaining Balance
A. Personnel Costs			
Title: Police Officer	2.0 FTE		
Salary and Benefits: The fully-loaded (salary, insurance, health care, PERS etc.) annual Calculation: cost for each officer is approx. \$106,250.		\$ 212,500	
2.0 FTE Police Department Employees (or equivalent) dedicated to working with Health and Human Services/MIST to reduce			
Duties Description: homelessness in Euroka.			
Title:			
Salary and Benefits:			
Calculation:			
Duties Description:			
Title:			
Salary and Benefits:			
Calculation:			
Duties Description:			
Title:			
Salary and Benefits:			
Calculation:			
Duties Description:			
Total Personnel:		\$ 212,500	0.00 0.00
B. Operational Costs (Rent, Utilities, Phones, etc.):			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Total Operating Costs:		\$ -	0 0
C. Consumables/Supplies (Supplies and Consumables should be separate)			
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 2017-18 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
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			
Description: daily personal essentials.	\$ 82,640		
Title: Equipment <\$5,000 per unit			
Description: Equipment and supplies for Police/DHHS MIST personnel	\$ 8,000		
Total Consumable/Supplies: \$		240,640	0
D. Transportation/Travel (Local and Out-of-County should be separate)			
Title: Training			
Description: Local and/or out-of-county Police and DHHS staff training (travel, fuel, lodging, meals, tuition, additional expenses etc.)	\$ 6,000		
Title:			
Description:			
Title:			
Description:			
Total Transportation/Travel Costs: \$		6,000	0
E. Fixed Assets			
Title:			
Description:			
Title:			
Description:			
Total Other Costs: \$		0	0
Total: \$		459,140	

EXHIBIT B
QUARTERLY AND FINAL SUMMARY REPORT
City of Eureka
Fiscal Year 2017-2018

1. **DUE DATES:**

Quarterly reports are due one (1) month after the end of each quarter. Quarterly reports will be based on COUNTY fiscal year quarters. The table below shows each fiscal year quarter and the report due dates. CITY must submit a quarterly report for each quarter in which the contract is active. The Final Summary Report is due one (1) month after completion of the contract term.

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

2. **SUBMISSION OF REPORTS:**

All reports should be emailed to cao@co.humboldt.ca.us or sent by U.S. mail to the following address:

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

EXHIBIT C
QUARTERLY AND FINAL REPORT FORM
City of Eureka
Fiscal Year 2017-2018



COUNTY OF HUMBOLDT – MEASURE Z
Report Form

Organization Name: _____ **Report Date:** _____

Contact Name: _____ **Phone:** _____

Please attach a narrative report addressing the items outlined in section I below. Feel free to attach any other relevant materials or reports.

I. QUARTERLY NARRATIVE (please attach a maximum of 1 page, exclusive of attachments)

A. Results/Outcomes

- ☐ 1. Please describe the Measure Z activities completed and/or total numbers served or reached.
- ☐ 2. What difference did Measure Z funding make in our community and for the population you are serving? Please discuss evidence of effect (e.g., community indicators, outcomes, etc.). *If you have evaluation materials that document outcomes and impacts of your work, feel free to attach them in lieu of answering this or other questions.*
- ☐ 3. Describe any unanticipated impacts of receiving Measure Z funding, positive or negative, not already described above.

II. FINAL SUMMARY REPORT (please attach a maximum of 2 pages, exclusive of attachments)

A. Lessons Learned

- ☐ 1. Describe what you learned based on the results/outcomes you reported in Section A above and what, if any, changes you will make based on your results/outcomes.
- ☐ 2. What overall public safety improvements has your organization seen as a result of receiving Measure Z funding?

EXHIBIT D
SOCIAL MEDIA REPORTING REQUIREMENTS
City of Eureka
Fiscal Year 2017-2018

1. DUE DATES:

CITY will post Measure Z updates on CITY-maintained social media accounts within two (2) weeks of submitting quarterly and final reports to COUNTY pursuant to the terms and conditions of this MOU.

2. SOCIAL MEDIA ACCOUNT IDENTIFICATION:

Measure Z updates posted on social media accounts shall clearly identify the agency receiving Measure Z funds and the projects funded by the Measure Z funds that have been allocated thereto. Please indicate below the social media account(s) where CITY will post Measure Z updates:

Social Media (*ie, Facebook*) Account Name (*ie, County of Humboldt – Government*)

3. CONTENT OF SOCIAL MEDIA POSTS:

The social media posts required pursuant to the terms and conditions of this MOU are meant to inform the public of progress with projects funded by Measure Z. As such, CITY's social media posts should summarize the content included in each of the quarterly final reports submitted to COUNTY. Such posts can be done in text or video.

Posts will include “#MeasureZ” on Twitter and Facebook to help the public identify Measure Z posts.

Example Facebook post:

“#MeasureZ update: Over the last quarter we [____brief description of Measure Z activities completed and/or total numbers served____]. During our efforts this quarter we've seen [____brief description of the difference Measure Z funding has made in our community and for the population you are serving____].

ATTACHMENT II - EXHIBIT E

Budget

Agency Name

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

Descriptions	Amounts	Approved Budget	Remaining Balance
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
B. Operational Costs (Rent, Utilities, Phones, etc.)			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Total Operating Costs:		0	0
C. Consumables/Supplies (Supplies and Consumables should be separate)			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Total Consumable/Supplies:		0	0

ATTACHMENT II - EXHIBIT E
Budget
Agency Name

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

Descriptions	Amounts	Approved Budget	Remaining Balance
D. Transportation/Travel (Local and Out-of-County should be separate)			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Total Transportation/Travel Costs:		0	0
E. Fixed Assets			
Title:			
Description:			
Title:			
Description:			
Total Other Costs:		0	0
Invoice Total:		0.00	

ATTACHMENT II - EXHIBIT F

Measure Z - Invoice

Agency Name
Coordinator/Contact
Address
Phone

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

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

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

Attachment 2:
City of Rio Dell Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF HUMBOLDT
AND
CITY OF RIO DELL
FOR FISCAL YEAR 2017-2018**

This Memorandum of Understanding ("MOU"), entered into this 14th day of November, 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 Rio Dell, 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, 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 16, 2017, CITY submitted a Measure Z application to the Citizens' Advisory Committee requesting an allocation in the amount of Thirty-Four Thousand One Hundred One Dollars (\$34,101.00) for the purpose of paying the costs and expenses associated with assigning one (1) part-time clerical position to the Rio Dell Police Department to support various types of law enforcement, nuisance abatement and code enforcement activities, which is attached hereto as Exhibit A – Application for Measure Z Funding – and incorporated herein by reference; and

WHEREAS, on June 27, 2017, the Humboldt County Board of Supervisors approved the Measure Z application submitted by CITY in the amount of Thirty Four Thousand One Hundred One Dollars (\$34,101.00) through June 30, 2018; 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:

COUNTY will provide CITY with an amount not to exceed Thirty-Four Thousand One Hundred One Dollars (\$34,101.00) for the purpose of paying the costs and expenses associated with assigning one (1) part-time clerical position to the Rio Dell Police Department.

2. CITY OBLIGATIONS:

- A. General Requirements. CITY will continue to fund one (1) part-time clerical support position within the Rio Dell Police Department to aide various types of law enforcement, nuisance abatement and code enforcement activities. The clerical position funded pursuant to the terms and conditions of this MOU shall include approximately twenty-four (24) hours of additional clerical support services per week that may be divided amongst different CITY personnel.
- B. 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 the COUNTY's standard Measure Z report form, which is attached hereto as Exhibit C – Quarterly and Final Report Form and incorporated herein by reference.
- C. Social Media. CITY will post summaries of the information contained in the quarterly and final reports submitted pursuant to the terms and conditions of this MOU on CITY-maintained social media accounts as set forth in Exhibit D – Social Media Reporting Requirements – which is attached hereto and incorporated herein by reference. For purposes of this MOU, social media includes, but is not limited to, Facebook, Twitter, Instagram and Snapchat.
- D. Recognition of Measure Z Funding. CITY shall cooperate with COUNTY efforts to recognize Measure Z funding. Such recognition may take the form of press releases, photos and adhesives to equipment.

3. TERM:

This MOU shall begin on July 1, 2017 shall remain in full force and effect until June 30, 2018, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, 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, upon notice.
- B. Without Cause. COUNTY may terminate this MOU without cause upon thirty (30) days advance written notice to CITY. 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 of its intent to terminate this MOU due to insufficient funding.

- D. Compensation Upon Termination. In the event this MOU is terminated, CITY shall be entitled to compensation for uncompensated costs and expenses incurred pursuant to the terms and conditions of this MOU through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this MOU by CITY.

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 Thirty-Four Thousand One Hundred One Dollars (\$34,101.00). 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 the 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.

6. PAYMENT:

CITY shall submit to COUNTY quarterly invoices itemizing all costs and expenses incurred pursuant to the terms and conditions of this MOU. Invoices shall be in the format set forth in Exhibit F – Measure Z Invoice Form, which is attached hereto and incorporated herein by reference. 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 costs and expenses incurred pursuant to the terms and conditions of this MOU will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by 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 Rio Dell
Attention: Kyle Knopp, City Manager
675 Wildwood Avenue
Rio Dell, California 95562

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 costs and expenses incurred 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. Such records shall be original entry books with a general ledger itemizing all debits and credits for the costs and expenses incurred pursuant to the terms and conditions of this MOU.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CITY, and its subcontractors, related to the costs and expenses incurred 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 the date of 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 other 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 other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance 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 costs and expenses incurred pursuant to the terms and conditions of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of such audit. If the allowable expenditures cannot be determined because 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 the overall operation of CITY's programs, in order to ensure compliance with the terms and conditions of this MOU. CITY will cooperate with a corrective action plan, if deficiencies in CITY's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of CITY's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, CITY may receive information that is confidential under local, state or federal law. CITY 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, CITY, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CITY 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. Hold Harmless, Defense and Indemnification. CITY shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CITY's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this MOU, shall not relieve CITY from liability under this provision. This provision shall apply to all claims for damages related to the CITY's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CITY 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, the activities of CITY and its agents, officers, directors, employees, assignees or subcontractors:
 - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability of no less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
 3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
 4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which 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 (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this MOU, 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 Rio Dell
Attention: Kyle Knopp, City Manager
675 Wildwood Avenue
Rio Dell, California 95562

15. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that 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, assignees and subcontractors.

16. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CITY agrees to comply with any and all local, state and federal laws and regulations applicable to CITY's performance hereunder. CITY further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

17. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

18. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this MOU is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

19. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

20. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CITY 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 COUNTY determines 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 COUNTY OFFICIALS AND EMPLOYEES:

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

25. AMENDMENT:

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

26. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this MOU prepared and/or submitted by 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 such information, writings and documents to COUNTY without exception or reservation.

27. JURISDICTION AND VENUE:

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

28. ADVERTISING AND MEDIA RELEASE:

All informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. COUNTY shall provide to CITY suggested language, and a Measure Z Logo, for all press releases. 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. SURVIVAL:

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

30. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

31. CONFLICTING TERMS OR CONDITIONS:

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

32. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

33. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this MOU are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this MOU.

34. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

35. AUTHORITY TO EXECUTE:

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

[Signatures on Following Page]

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

CITY OF RIO DELL:

By: [Signature]
Name: Kyle Knapp
Title: City Manager

Date: 10/18/2017

COUNTY OF HUMBOLDT:

By: [Signature]
Virginia Bass
Chair, Humboldt County Board of Supervisors

Date: 11/14/17

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: [Signature]
Risk Management

Date: 10/31/17

LIST OF EXHIBITS:

- Exhibit A – Application for Measure Z Funding
- Exhibit B – Quarterly and Final Summary Reports
- Exhibit C – Quarterly and Final Report Form
- Exhibit D – Social Media Reporting Requirements
- Exhibit E – Schedule of Rates
- Exhibit F – Measure Z Invoice Form



CITIZENS' ADVISORY COMMITTEE ON MEASURE Z EXPENDITURES

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

APPLICATION FOR FUNDING

Agency Name: City of Rio Dell

Mailing Address: 675 Wildwood Avenue, Rio Dell, California 95562

Contact Person: Kyle Knopp

Title: City Manager

Telephone: 707-764-3532

E-mail address: knoppk@cityofriodell.ca.gov

1. AMOUNT OF MEASURE Z FUNDING REQUESTED FOR FY 2017-18: \$ 34,101

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 ☐

RECEIVED
FEB 16 2017
CAO

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

The City of Rio Dell Proposes the continued funding of a part-time clerical support position in the Police Department for 28 hours a week to provide support for law enforcement services. This item was funded by Measure Z during the 2016-17 grant cycle. This grant allows our officers to spend more time responding to calls for service and be on active patrol, and is the only source of funding for clerical support. The position also allows for police department headquarters to remain open when officers are out on patrol. Currently, the Rio Dell Police Department is staffed by five (5) full-time sworn officers and one (1) part-time clerical assistant (funded through Measure Z). The position also enables a consistent flow of paperwork on nuisance and code enforcement issues, helping to clean up the community and prevent neighborly discord from becoming a larger issue for sworn law enforcement.

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 Rio Dell is looking to expand and diversify its tax base over the next five years. Central to this objective is the City's work to restructure its code enforcement program that is making major headway in cleaning up the town and addressing long-standing blight that is an obstacle to development. Work is underway to develop and emphasize economic development activities including micro-enterprise assistance and infrastructure related activities that enhance development potential that benefit both the City and the region as a whole. During 2016-2017 significant progress was made to facilitate commercial development at the north end of the community which we anticipate, will enhance the communities tax base. Economic development within the City is a crucial part of working towards sustainability, and public safety is the cornerstone to that development.

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?

Clerical support for the Police Department for fiscal year 2016-2017 has been provided through *Measure Z* funding. Without *Measure Z* the Police Department wouldn't have the supportive assistance necessary to provide the enhanced customer and administrative services that are currently offered, which allows officers to remain in the field.

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

Community support comes from the community's reliance on our Police Department to quickly respond to public safety calls and concerns. The Police Records Specialist I is available to immediately respond and refer community members and victims of crime to services and can make direct contact with sworn personnel. Currently, when officers are not present at the Police Department headquarters, victims of crime must use a call box to summon assistance. *Measure Z* funds would help mitigate that experience, allowing community members to get immediate assistance and allow officers to be in the field more often where they are more effective in making the community safe.

7. Will this proposal require new or expanded activity on the part of another entity to be fully functional and effective? If so, please describe.

No, this proposal does not require any activity on the part of another entity. It is believed the additional support to our officers will ultimately lower levels of crime in the City and subsequently lower the level of activity required of allied agencies and partners.

ATTACHMENTS—Please include the following with your application

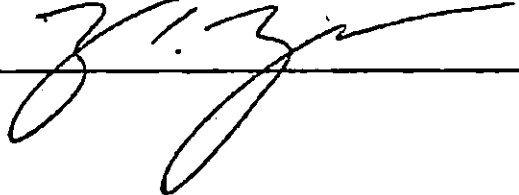
Proposal Narrative: Brief description of your request for Measure Z funds – Please explain how it is an essential service or for public safety. (one page maximum)

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

Program Budget

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

DATE: 2/16/2017

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.

675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
(707) 764-5480 (fax)
E-mail: knoppk@cityofriodell.ca.gov



Humboldt County Citizens' Advisory Committee on Measure Z Expenditures
c/o County Administrative Office
825 5th Street, Suite 111
Eureka, California 95501-1153

Dear Members of the Advisory Committee,

The City of Rio Dell respectfully submits this proposal narrative for your consideration for Measure Z funding. The two (2) proposals are connected to two very important objectives for the City of Rio Dell: Enhanced public safety services and economic development. We believe that public safety and economic development go hand in hand.

Public safety has already been greatly enhanced with the addition of an administrative support staff person in the Police Department through Measure Z funding for FY 2016-2017. While the administrative support staff has enhanced our code enforcement efforts and made a significant positive impact at our front counter, we believe the addition of a Code Compliance/Animal Control Officer would make an even greater, positive impact on the community. Moreover, this addition would complement the Police Department because the goal of making our streets safer becomes more realistic when sworn officers can remain on patrol in the street. If funding is granted for these two positions officers will be able to focus on the duties that their positions are intended: public safety and lessening the deleterious effects of crime. Furthermore, the addition of a Code Compliance/Animal Control Officer provides a strong resource in working towards the City's long-term goal of becoming an economically sustainable position through continued perseverance of our vision of building a safe, healthy, and economically viable City. We believe this also has a positive impact on the county as a whole given our position along the US 101 corridor as a "gateway" to northern Humboldt as people travel from the south.

The City needs your help in solidifying the vision of creating a safer community and building economic sustainability. These objectives are the sole purpose for the City's proposals that are as follows:

1. \$34,101 for a part-time Police Records Specialist I that will free up the valuable time of the City's five sworn officers
2. \$76,741 for a full-time, benefitted Code Compliance/Animal Control Officer that will free up time that sworn officers spend on animal control, code enforcement activities, and administrative-type tasks.

These two positions to our Police Department is in direct line with the overall goals that Measure Z was built: "To provide the funds necessary for expanding patrols, maintaining emergency response times, and making sure calls about violent or property crimes are responded to promptly." Additionally, the proposals have an added value of economic sustainability that can serve as a means to continue to support these two positions when Measure Z sunsets in 2020.

Sincerely,



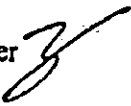
Kyle Knopp
City Manager, City of Rio Dell

Rio Dell City Hall
675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
riodellcity.com



February 14, 2017

TO: Humboldt County Citizens' Advisory Committee on Measure Z Expenditures

FROM: Kyle Knopp, City Manager 

SUBJECT: Prior Year Results: Measure Z and the City of Rio Dell's part-time clerical support position in the Police Department.

Since the beginning of this funding cycle for Measure Z (July 1, 2016) until the present we have a total of 60 code enforcement cases with nearly half (28) resolved, and we anticipate the resolution of some of our more significant cases this year. We are on track to handle in excess of 100 complaints and intend on resolving a majority of them.

More significantly officers in the field handled 691 incident reports and 1824 Calls for Service during 2016 as compared to 531 Incident Reports and 1800 Calls for Service in 2015. While there are multiple factors for the increased performance by sworn officers, one of those factors is certainly the ability to spend more time in the field rather than in the office handling administrative tasks.

While it is not statistically measurable many citizens commented on how pleased they were to see officers in the field as well as being pleased with having service at the police department during business hours.

Budget
City of Rio Dell Police Department

Date: 2/15/17

Descriptions	Amounts	Approved Budget	Remaining Balance
A. Personnel Costs			
Title: Police Records Technician Salary and Benefits Calculation: 1,456 hours x (\$17.94 max hourly wage + 3.33 add'l payroll costs) Performs a variety of general clerical and customer services duties involved in the maintenance, processing, and distribution of police records; serves as call-taker and/or assists in dispatching units.	30,969.12		(30,969.12)
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:			
Total Personnel:		30,969.12	0.00 (30,969.12)
B. Operational Costs (Rent, Utilities, Phones, etc.)			
Title: Operational costs Variable operations services and supplies related to the addition of a part-time Police Records Technician	1,633.00		(1,633.00)
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Total Operating Costs:		1,633.00	0 (1,633.00)
C. Consumables/Supplies (Supplies and Consumables should be separate)			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			

Budget
City of Rio Dell Police Department

Date: 2/15/17

Descriptions	Amounts	Approved Budget	Remaining Balance
Total Consumable/Supplies:			
	0	0	0
D. Transportation/Travel (Local and Out-of-County should be separate)			
Title, Out of County Travel for training			
Description: Travel costs related to training for Police Records Technician	1,498.00		(1,498.00)
Title:			
Description:			
Title:			
Description:			
Total Transportation/Travel Costs:			
	1,498.00	0	(1,498.00)
E. Fixed Assets			
Title:			
Description:			
Title:			
Description:			
Total Other Costs:			
	0	0	0
Invoice Total:			
	34,100.12		

EXHIBIT B
QUARTERLY AND FINAL SUMMARY REPORT
City of Rio Dell
Fiscal Year 2017-2018

1. DUE DATES:

Quarterly reports are due one (1) month after the end of each quarter. Quarterly reports will be based on COUNTY fiscal year quarters. The table below shows each fiscal year quarter and the report due dates. CITY must submit a quarterly report for each quarter in which the contract is active. The Final Summary Report is due one (1) month after completion of the contract term.

Quarter	Dates Included	Date Report Due to County
1	July 1 through September 30	October 31
2	October 1 through December 31	January 31
3	January 1 through March31	April 30
4	April 1 through June 30	July 31
Final Summary Report	Based on contract term	One (1) month after MOU expiration

2. SUBMISSION OF REPORTS:

All reports should be emailed to cao@co.humboldt.ca.us or sent by U.S. mail to the following address:

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

EXHIBIT C
QUARTERLY AND FINAL REPORT FORM
City of Rio Dell
Fiscal Year 2017-2018

COUNTY OF HUMBOLDT – MEASURE Z
Report Form



Organization Name: _____ **Report Date:** _____

Contact Name: _____ **Phone:** _____

Please attach a narrative report addressing the items outlined in section I below. Feel free to attach any other relevant materials or reports.

I. QUARTERLY NARRATIVE (please attach a maximum of 1 page, exclusive of attachments)

A. Results/Outcomes

- ☐ 1. Please describe the Measure Z activities completed and/or total numbers served or reached.
- ☐ 2. What difference did Measure Z funding make in our community and for the population you are serving? Please discuss evidence of effect (e.g., community indicators, outcomes, etc.). *If you have evaluation materials that document outcomes and impacts of your work, feel free to attach them in lieu of answering this or other questions.*
- ☐ 3. Describe any unanticipated impacts of receiving Measure Z funding, positive or negative, not already described above.

II. FINAL SUMMARY REPORT (please attach a maximum of 2 pages, exclusive of attachments)

A. Lessons Learned

- ☐ 1. Describe what you learned based on the results/outcomes you reported in Section A above and what, if any, changes you will make based on your results/outcomes.
- ☐ 2. What overall public safety improvements has your organization seen as a result of receiving Measure Z funding?

EXHIBIT D
SOCIAL MEDIA REPORTING REQUIREMENTS
City of Rio Dell
Fiscal Year 2017-2018

1. DUE DATES:

CITY will post Measure Z updates on CITY-maintained social media accounts within two (2) weeks of submitting quarterly and final reports to COUNTY pursuant to the terms and conditions of this MOU.

2. SOCIAL MEDIA ACCOUNT IDENTIFICATION:

Measure Z updates posted on social media accounts shall clearly identify the agency receiving Measure Z funds and the projects funded by the Measure Z funds that have been allocated thereto. Please indicate below the social media account(s) where CITY will post Measure Z updates:

Social Media (*ie, Facebook*) Account Name (*ie, County of Humboldt – Government*)

3. CONTENT OF SOCIAL MEDIA POSTS:

The social media posts required pursuant to the terms and conditions of this MOU are meant to inform the public of progress with projects funded by Measure Z. As such, CITY's social media posts should summarize the content included in each of the quarterly final reports submitted to COUNTY. Such posts can be done in text or video.

Posts will include “#MeasureZ” on Twitter and Facebook to help the public identify Measure Z posts.

Example Facebook post:

“#MeasureZ update: Over the last quarter we [____brief description of Measure Z activities completed and/or total numbers served____]. During our efforts this quarter we've seen [____brief description of the difference Measure Z funding has made in our community and for the population you are serving____].

ATTACHMENT II - EXHIBIT E

Budget

Agency Name

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

Descriptions	Amounts	Approved Budget	Remaining Balance
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
B. Operational Costs (Rent, Utilities, Phones, etc.)			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Total Operating Costs:		0	0
C. Consumables/Supplies (Supplies and Consumables should be separate)			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Total Consumable/Supplies:		0	0

ATTACHMENT II - EXHIBIT E
Budget
Agency Name

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

Descriptions	Amounts	Approved Budget	Remaining Balance
D. Transportation/Travel (Local and Out-of-County should be separate)			
Title: _____	_____		
Description: _____			_____
Title: _____	_____		
Description: _____			_____
Title: _____	_____		
Description: _____			_____
Total Transportation/Travel Costs:		0	0
E. Fixed Assets			
Title: _____	_____		
Description: _____			_____
Title: _____	_____		
Description: _____			_____
Total Other Costs:		0	0
Invoice Total:		0.00	

ATTACHMENT II - EXHIBIT F

Measure Z - Invoice

Agency Name
Coordinator/Contact
Address
Phone

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

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

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.

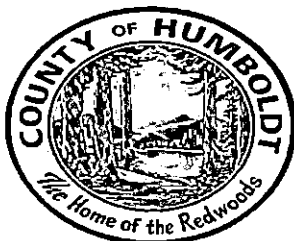
Signature and date: _____

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