

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
CITY OF EUREKA  
FOR FISCAL YEAR 2019-2020**

This Memorandum of Understanding (“MOU”), entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, 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, without limitation, 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 cannabis 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 21, 2019, CITY submitted a Measure Z application, which is attached hereto as Exhibit A – Application for Measure Z Funding – and incorporated herein by reference as if set forth in full, to the Citizens’ Advisory Committee requesting an allocation in the amount of Four Hundred Fifteen Thousand Dollars (\$415,000.00) for the purpose of paying the costs and expenses associated with: employing one (1) full-time equivalent Police Officer assigned to the Mobile Intervention Support Team (MIST), one (1) full-time equivalent Sworn Waterfront Parks Ranger, one (1) part-time Homeless Outreach Worker, one (1) part-time Homeless Services Programs Supervisor, one (1) part-time Homeless Services Liaison, and one (1) part-time Police Officer assigned to the MIST; purchasing law enforcement-related equipment and training services; and facilitating the provision of emergency homeless support services; and

WHEREAS, on April 16, 2019, the Humboldt County Board of Supervisors approved the Measure Z application submitted by CITY in the amount of Two Hundred Ninety Thousand Five Hundred Dollars (\$290,500.00) through June 30, 2020; and

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

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

1. COUNTY OBLIGATIONS:

- A. Payment for Law Enforcement Services. COUNTY will provide CITY with an amount not to exceed Two Hundred Ninety Thousand Five Hundred Dollars (\$290,500.00) for the purpose of paying the costs and expenses associated with: employing one (1) full-time equivalent Police Officer assigned to the Mobile Intervention Support Team (MIST), one (1) full-time equivalent Sworn Waterfront Parks Ranger, one (1) part-time Homeless Outreach Worker, one (1) part-time Homeless Services Programs Supervisor, one (1) part-time Homeless Services Liaison, and one (1) part-time Police Officer assigned to the MIST; purchasing law enforcement-related equipment and training services; and facilitating the provision of emergency homeless support services.
- B. Payment of Equipment-Related Purchases. COUNTY shall directly pay vendors for the purchase of law enforcement-related equipment and other necessary supplies, including, without limitation, a Resource Management Guide software application for mobile devices, in an amount not to exceed Two Hundred Ninety Thousand Five Hundred Dollars (\$290,500.00) upon receipt of approved invoices and adequate proof that either an informal bid process was utilized or that the requirements associated with sole source purchases were met.
- 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 Ninety Thousand Five Hundred Dollars (\$290,500.00) upon receipt of approved invoices and adequate proof that either an informal bid process was utilized or that the requirements associated with sole source purchases were met.

2. CITY OBLIGATIONS:

- A. Law Enforcement Services. CITY shall employ one (1) full-time equivalent Police Officer assigned to the Humboldt County Mobile Intervention Support Team, one (1) part-time Police Officer assigned to the Humboldt County Mobile Intervention Support Team, one (1) full-time equivalent Sworn Waterfront Parks Ranger, one (1) part-time Homeless Outreach Worker, one (1) part-time Homeless Services Programs Supervisor and one (1) part-time Homeless Services Liaison in order to reduce homelessness within the City of Eureka. CITY shall provide the above-referenced employees with any and all training needed to provide the law enforcement services required hereunder.
- B. Equipment-Related Purchases. CITY shall submit to COUNTY approved invoices which include the cost of each item purchased, along with proof that either an informal bid process was utilized or that the requirements associated with sole source purchases were met, for each equipment-related purchase made hereunder. All equipment purchased pursuant to the terms and conditions of this MOU shall become the property of CITY.
- C. Provision of Homeless Support Services. CITY shall submit approved invoices which include the date that each service was provided, the total number of service hours per day and the total cost per month, along with proof that either an informal bid process was utilized or that the requirements associated with sole source purchases were met, for any and all homeless support services provided hereunder.

- D. 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 as if set forth in full. 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 as if set forth in full.
- E. 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 as if set forth in full. For purposes of this MOU, social media includes, but is not limited to, Facebook, Twitter, Instagram and Snapchat.
- F. 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, 2019 and shall remain in full force and effect until June 30, 2020, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Termination for Cause. COUNTY may, after consultation with CITY, terminate this MOU immediately upon the provision of notice to CITY in accordance with the notice requirements set forth herein, if CITY fails to adequately fulfill its obligations hereunder within the time limits specified herein, fails to comply with the terms of this MOU, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination without Cause. COUNTY may terminate this MOU without cause after providing thirty (30) days advance written notice to CITY in accordance with the notice requirements set forth herein. Such notice shall state the effective date of the termination.
- C. Termination due to 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 requirements 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 Two Hundred Ninety Thousand Five Hundred Dollars (\$290,500.00). CITY agrees to perform all of its obligations

hereunder for an amount not to exceed such maximum dollar amount. However, if the allocation of local funding resulting from the sales and use tax established by Measure Z is reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this MOU as provided herein.

- B. Schedule of Rates. CITY shall set forth the specific rates and costs applicable to 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 as if set forth in full.
- 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. Any and 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 as if set forth in full. 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. Any and all invoices submitted pursuant to the terms and conditions of this MOU shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Administrative Office  
Attention: Neftali Rubio-Mills, 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 and conditions 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: Eureka Police Department  
Attention: Steve Watson, Chief of Police  
604 C Street  
Eureka, California 95501

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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, without limitation, 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, policies, procedures and overall performance hereunder, at any time, 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, policies, procedures or overall performance hereunder 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, without limitation: 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, but not limited to, 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. Each party hereby acknowledges 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 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, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any applicable local, state or federal laws, regulations or standards. 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 Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws, regulations and standards, 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 Sections 8101, *et seq.* 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:

By executing this MOU, CITY certifies 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 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 set forth herein, CITY, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this MOU, and any extensions 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, without limitation, 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, and be at least as broad as Insurance Service Office Form Code 1 (any auto).
  - 3. Workers' Compensation Insurance, as required by the California Labor Code, 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 and 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, and 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 or 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 property damage caused by explosion or collapse of structures or underground damage, 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 requirements 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 shall not affect the coverage provided to COUNTY or 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. 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 any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CITY pursuant to the terms and conditions of 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 and conditions of this MOU shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

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

CITY: Eureka Police Department  
Attention: Steve Watson, Chief of Police  
604 C Street  
Eureka, California 95501

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, without limitation, overtime, retirement, leave or workers' compensation benefits. CITY shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

16. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. Each party hereby agrees to comply with any and all local, state and federal laws, regulations and standards applicable to its performance hereunder, including, without limitation, the California Public Records Act.
- B. Licensure Requirements. Each party agrees to comply with any and all applicable local, state and federal licensure, certification and accreditation requirements and standards applicable to its performance hereunder.
- C. Accessibility Requirements. Each party agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. Each party agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the County of Humboldt's Conflict of Interest Code,

all as may be amended from time to time.

17. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions 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, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this MOU, 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 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 either party 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 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 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. 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.

24. 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.

25. 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.

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, information and reports for its records. In the event this MOU is terminated, for any reason whatsoever, CITY shall promptly turn over all such documents, information and reports 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:

Any and all informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, 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 in accordance with the notice requirements set forth herein.

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, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

30. SURVIVAL OF PROVISIONS:

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.

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31. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence of, such party. Such events shall include, without limitation, 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.

32. 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.

33. 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.

34. INDEPENDENT CONSTRUCTION:

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

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 their 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. COUNTERPART EXECUTION:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

37. 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: Stephen M. Watson  
Steve Watson, Chief of Police

Date: 10/10/19

**APPROVED AS TO FORM:**

By: Robert N. Black  
Robert Black, City Attorney

Date: 10/11/19

**ATTEST:**

By: Pamela J. Powell  
Pamela J. Powell, City Clerk

Date: 10/10/19

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_  
Amy S. Nilsen, County Administrative Officer,  
(Pursuant to the authority granted by the Humboldt  
County Board of Supervisors on November 19, 2019 [Item 19-1625])

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

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: [Signature]  
Risk Management

Date: 10/31/19

**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

GLENN ZIEMER, Vice Chair – First District

ERNIE BRANSCOMB, Second District

GINGER CAMPBELL, Third District

NICHOLAS KOHL, Fourth District

VIVIENNA ORCUTT, Fifth District



LORA CANZONERI, At- Large

RICH AMES, At-Large

SEAN ROBERTSON, Fire Chiefs Assoc.

WILLIAM HONSAL, Sheriff's Department

JUSTIN ROBBINS, Alternate

SCOTT BINDER, Alternate

## CITIZENS' ADVISORY COMMITTEE ON *MEASURE Z* EXPENDITURES

The Humboldt County Citizens' Advisory Committee on *Measure Z* Expenditures is now accepting applications for funding.

*Measure Z*, Humboldt County's Public Safety/Essential Services Measure, was passed by the voters of Humboldt County in the November 2014 general election.

*Measure Z* will provide funds to maintain and improve public safety and essential services, such as:

- Investigating violent crimes, including rape and domestic violence;
- Maintaining 911 emergency response times;
- Ensuring on-duty Sheriff's deputies;
- Providing drug treatment programs;
- Providing services for the victims of child abuse;
- Repairing roads;
- Maintaining rural fire protection and ambulance services; and
- Cleaning up environmentally-damaging marijuana farms and illegal dumping.

If you believe you provide public safety or essential services for Humboldt County, and would like to apply for *Measure Z* funding, an application for funding may be obtained on the County's website at [www.humboldt.gov](http://www.humboldt.gov), or by contacting Elishia Hayes, in the Humboldt County Administrative Office at (707) 445-7266.

**APPLICATIONS FOR FUNDING MUST BE FILED WITH THE COUNTY ADMINISTRATIVE OFFICE BY 5:00 P.M. ON February 25, 2019. POSTMARKS ARE NOT ACCEPTABLE FOR MEETING THIS DEADLINE. LATE APPLICATIONS WILL NOT BE CONSIDERED.**

**Glenn Ziemer**

Committee Vice Chair



## 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, CA 95501

Contact Person: Steve Watson

Title: Chief of Police

Telephone: (707) 441-4095

E-mail address: [swatson@ci.eureka.ca.gov](mailto:swatson@ci.eureka.ca.gov)

1. AMOUNT OF MEASURE Z FUNDING REQUESTED FOR FY 2019-20: \$ 415,000.00

2. ENTITY TYPE -- Please check appropriate box.

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

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

Eureka is Humboldt County's center for government and services, and the city has a disproportionately large number of social service providers, which draw homeless individuals to the Greater Eureka area. In addition, Eureka has the correctional facility, largest emergency room, and the only mental health facility in the County. Homeless and marginally housed individuals released from these facilities are often not provided transportation back to their communities of origin and end up staying in Eureka where the proximity to local services provides additional incentive to remain. As a result, Eureka has a great percentage of Humboldt's homeless population residing within its jurisdiction and around its borders. The city's residents, visitors, business and property owners experience many negative impacts associated with the homeless including increased crime and disorder, blight, community disruption, environmental destruction, and other health and safety problems.

Measure Z funding allows the City of Eureka/EPD to work cooperatively with the Department of Health and Human Services and other community stakeholders to provide enhanced services, address crime and disorder, and increase outreach to more effectively address the negative impacts associated with our significant homeless population. Measure Z support will also allow EPD to work with the city's new UPLIFT Program more directly and efficiently.

UPLIFT Eureka is an existing program run through the City of Eureka's Community Services department and supervised by a Homeless Services Programs Supervisor. UPLIFT Eureka is a data-driven program designed to strategically guide houseless members in our community through a series of resources and supportive programming to provide them with the tools to reclaim independence, dignity and employment. (Details of execution can be found in the program narrative).

Measure Z funds will also be utilized to fund an additional staff member who will embed with EPD's Community Safety Enhancement Team (CSET--which includes the Mobile Intervention & Services Team) to directly assist homeless individuals with obtaining necessary resources and signing up for the UPLIFT program. The City is also asking for additional funds to execute a developed phone application that will allow the staff member and homeless individuals to directly get access to vital resources immediately and efficiently.

The Eureka Police Department seeks Measure Z funding to:

- Continue to fund a full-time police officer dedicated to the Mobile Intervention & Service Team (MIST), a full-time Parks & Waterfront Ranger position, and a part-time Homeless/Mental Health Liaison.
- Continue to fund a part-time equivalent MIST Officer position that will be filled by existing personnel and/or a trained and experienced annuitant.
- Fund a part-time Homeless Services Programs Supervisor (which will replace our prior Homeless Service Program Manager) and a new part-time Homeless Outreach Worker (HOW). These two civilian positions will work to provide resources to the homeless through the UPLIFT program.
- Provide a more readily accessible funding source for "emergency homeless support services." These funds will be used to further support CSET/MIST outreach efforts in several critical areas including detox, emergency shelter/housing, transportation, and other time-sensitive services essential to successfully serving, treating, sheltering, and housing Eureka's high-needs homeless population. These additional funds will allow the team to bridge the resource gaps that currently exist and achieve longer term solutions more rapidly.
- Fund a Phone App Resource Management Guide which is designed to provide an easy central location for all available services. The app will be available to assist with street outreach and available to the public.
- Fund miscellaneous equipment needs.
- Fund essential training for CSET/MIST and UPLIFT staff to enhance their skills, understanding, and expertise in implementing successful homeless outreach programs. (Travel, fuel, lodging, meals, registration, and additional associated expenses).

The overriding goal of this funding request is to measurably reduce homelessness (and its related crime and disorder) and improve safety and quality of life in Eureka.

4. 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, may 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, transient occupancy tax and sales tax will also improve. Further, we have and will continue to seek 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. DHHS MIST staff are paid through other resources that will continue past 2020.

UPLIFT Eureka has existing funds to run at a less scalable level outside of the funding requested for measure Z. If this application was successful in obtaining funding to pay for the technology and phone application that would be a onetime cost and the technology could be utilized for years to come in the manner intended for the first year.

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 2018-19 (and prior) fiscal year. The officer hired to fill the Parks & Waterfront Ranger position was recruited from

outside of EPD and was also funded by Measure Z in the 2018-1019 fiscal year. Measure Z funding will allow EPD to continue staffing the MIST officers, Parks & Waterfront Ranger, and Homeless/Mental Health Liaison. Part of this year's funding request is also for a continuation of the Homeless Services Programs Supervisor position (formerly "HSP Manager"). The new addition of a Homeless Outreach Worker (HOW) will assist MIST/CSET with outreach and act as a further "gap fill" when DHHS services are not available. Additionally, the HOW position will work directly with the Homeless Services Program Supervisor to provide additional resources through the City of Eureka's UPLIFT program.

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

The Eureka Police Department and the Eureka Community Services Department have a good track record for finding and securing funding sources through grants, and would continue to showcase our successes to leverage future grant applications. UPLIFT Eureka also has been getting a good amount of positive media attention and press, and with the addition of the Homeless Outreach Worker and implementation of the tech application, it would greatly improve the number of homeless individuals in the community that the program could support, which would only serve to receive more positive media coverage and community support.

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

The Humboldt County Department of Health and Human Services has provided EPD with clinical staff and on-going logistical/administrative support to assist EPD/MIST with the assessment, care, and housing of homeless individuals, along with the implementation of Focus Strategy recommendations. This partnership is vital as we move forward together implementing these solutions. These pieces have been in place since MIST's inception and the team is functioning with a high level of success and has expanded over the years of the program.

UPLIFT still exists on a smaller scale; however, if the program were to lose the Homeless Services Programs Supervisor, it would not be as effective and would have to scale down on impact and number of homeless individuals served. If funding were to be awarded, with the addition of the Homeless Outreach Worker, the program would be able to scale up, and serve a substantially more homeless individuals and execute on a far more effective level.

8. Are there recurring expenses associated to this application, such as personnel costs? Please check yes or no and if so, please detail those expenses.  Yes  No

\* See attached Program Budget for recurring personnel costs. \*

**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: 2/21/19

SIGNATURE: Stephen Watson

**SUBMIT THIS APPLICATION TO:**

Humboldt County Citizens' Advisory Committee on *Measure Z* Expenditures  
c/o County Administrative Office  
825 Fifth Street, Room 112  
Eureka, CA 95501-1153

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**City of Eureka Police Department FY 2019-2020  
Measure Z Application for Funding Proposal Narrative**

**Problem Statement:** Eureka, located along the isolated northern coast of California, is the largest city in three counties and serves as the vital regional hub for commerce, transportation, tourism, healthcare, government and social services. Its location along the Highway 101 corridor, mild weather, and function as a service center offering most of the County's social service and homeless programs, draws a disproportionate number of the County's over 1,475 homeless individuals (per the Humboldt County 2019 Point-in-Time count) to the city. This population is highly visible in Eureka with large numbers openly congregating in commercial and residential districts, parks, trails, waterfront areas, and sensitive tidal wetlands resulting in persistent and widespread homeless-related problems. These issues adversely affect the quality of life, health and safety of our community. Unfortunately, insufficient funding and resources impact the City of Eureka's ability to effectively deliver the services, support, and public safety responses necessary to address the high number of individuals in need. Many of these individuals have significant, untreated mental health and substance abuse disorders. *(In a recent unsheltered homeless survey completed by EPD, 57% of 190 respondents reported having been diagnosed with a mental health disorder and 71% reported drugs and/or alcohol has been a problem in their life).*

While some progress has been made, over the past several years numerous groups and stakeholders have collaboratively attempted to address these issues which nonetheless still persist. Permanent solutions are difficult to find and sustain. Fortunately, Measure Z funding has allowed the City of Eureka/EPD to confront these public health and safety challenges directly by funding a part-time Homeless Services Program Manager, full-time Parks/Waterfront Ranger (sworn), part-time Homeless/Mental Health Liaison, part-time police officer (annuitant), and full-time police officer dedicated to the joint Mobile Intervention & Services Team (MIST).

Launched in 2015, MIST is an innovative, collaborative effort between EPD and the Department of Health and Human Services (DHHS). The MIST team prioritizes individuals who have frequent contact with police and emergency services. MIST offers an earlier and integrated team response to help Eureka's most vulnerable chronically homeless and mentally ill individuals to secure services and housing. The MIST program's resource and outreach efforts continue to reduce law enforcement calls for service, psychiatric hospitalizations, and Crisis Stabilization Unit (CSU) admissions for clients served.

In July 2018, EPD augmented these Measure Z supported positions with additional department-funded staffing (a police sergeant, a second Parks/Waterfront Ranger, and the Old Town Foot Patrol Officer) by forming our new Community Safety Enhancement Team (CSET). The work of the proactive-oriented CSET/MIST team has provided far more frequent and effective opportunities to engage the homeless and offer outreach and referrals while maintaining order and enhancing public safety. The outcome has been improved outreach, intervention and support services resulting in the chronically homeless and severely mentally ill receiving more timely and intensive support. It has also allowed for our staff to build rapport with individuals, leading to better communication between officers and the homeless. These authentic conversations have allowed EPD to better identify those with substance abuse issues and connect them with recovery services.

The City's FY 2018-2019 Measure Z agreement included funding for a part-time Homeless Services Program Manager. However, in early September 2018, the HSP Manager resigned her position with the City of Eureka. The HSP Manager's duties were subsequently temporarily taken over by existing EPD staff members utilizing approved Measure Z grant monies to compensate for this extra workload.

To build on the success of EPD's CSET/MIST outreach efforts, this application includes a request to fund a part-time Homeless Services Programs Supervisor (which will replace our previous HSP Manager position), a part-time Homeless Outreach Worker (HOW), and the equivalent of a part-time MIST worker. These positions will work to provide resources to the homeless through the City of Eureka's UPLIFT program.

UPLIFT Eureka is an existing program run through the City of Eureka's Community Services department and supervised by the Homeless Services Programs Supervisor. UPLIFT Eureka is a data-driven program designed to strategically guide houseless members in our community through a series of resources and supportive programming to provide them with the tools to reclaim independence, dignity and employment. These goals are achieved through three primary components:

**City Beautification Team:** The primary incentive for homeless individuals to join UPLIFT is the City Beautification Team. UPLIFT participants join a team where twice a week they participate in three hour shifts doing street cleaning and beautification projects. In return they are compensated with a grocery gift card they can utilize to purchase food.

**Programmatic Support:** UPLIFT participants attend a weekly meeting with each other. This meeting is facilitated by the Homeless Services Program Supervisor, who facilitates a group discussion about the participant's progress in their personal goals, as well as the beautification work projects. UPLIFT participants are also partnered up with a "co-pilot." Co-pilots are volunteers who are trained through the City of Eureka, and meet once a week one-on-one with participants to work with them on their progress, and help them set up appointments, discuss goals, and work on resumes or other important documentation.

**Resource Management:** The UPLIFT program has also developed a comprehensive Resource Guide. This guide is categorized in a way to help both the participant and co-pilot navigate resources in the community. Staff compiled a list of every available resource in the community, and categorized them by categories: Safety, Basic Needs, Documentation, Employment & Housing. The user friendliness of this resource guide has made it easy to assist participants in being able to navigate resources and begin to achieve goals.

In addition to the Homeless Services Program Supervisor and Homeless Outreach Worker, we are requesting Emergency Homeless Support Services funding, along with funding to allow the City of Eureka to execute a conceptualized phone application of the Resource Management Guide.

**Emergency Homeless Support Services funding:** These funds will be used to support CSET/MIST efforts in areas including but not limited to detox, emergency shelter/housing, transportation, and other services essential to successfully serving and housing Eureka's high needs homeless population. These funds will allow us to deal with "gap fill" expenditures in an effort to achieve longer term solutions. These "gap fill" expenditures will provide basic needs for members of our homeless population encountered on weekends and over holidays, when our DHHS partners, or other services providers, are unable to assist. Our past experiences have shown success rates increase when we are able to assist the population we are trying to serve when they are willing to accept the support we can provide. Delaying these support services often leads to a change in mindset or relapse of the person seeking services. EPD believes that availability of these funds will lessen the possibility of these opportunities being lost or delayed.

**Phone App Resource Management Guide:** This technology will be vital in executing a successful interaction with potential individuals that CSET/MIST interact with, as it offers direct links to Google Maps to locate resources and hyperlinks to make immediate phone calls to set up appointments for individuals to take immediate advantage of resources with the assistance of the Homeless Outreach Worker. Having this technology along with the Homeless Outreach Worker there immediately assisting individuals in need will offer the added benefit of not impacting CSET's time to address pressing safety issues impacting the community.

In addition, Measure Z allows EPD to conduct officer-initiated clean-ups to address community blight and mitigate potential environmental damage from discarded syringes, household waste and other hazards. Please note that this activity is not standard for police officers but has been initiated in response to a significant community need. Measure Z also increases department capacity to respond to concerns of illegal camping within city limits (such as in the Sequoia Park) and increase foot patrols to more effectively address blight and public safety concerns.

Ultimately the granting of these requested funds will allow us the staffing to support our comprehensive strategies to maintain public spaces for community use and increase resident's and visitor's safety and security in these valuable high use public areas. It will allow us to continue ongoing efforts to safeguard precious natural resources (bay, waterways, greenbelts and parks, etc.) from environmental damage (littering, dumping, vandalism, needle litter, etc.), while at the same time continue and improve our outreach efforts to assist our homeless population in their journey to improve their situation.

## City of Eureka Police Department FY 2018-2019 To Date

### Measure Z Application for Funding- Prior Year Results

Measure Z has allowed the Eureka Police Department (EPD) to conduct enhanced patrol, enforcement, outreach and community clean-up utilizing two part-time annuitants, a part-time Homeless Services Program Manager (employed for one quarter of 2018), a full-time peace officer dedicated to the Mobile Intervention Services Team (MIST) as well as a full-time Parks and Waterfront Ranger. Additionally, Measure Z funding has supported housing placements and Substance Use Disorder (SUD) detox and treatment for a number of community residents who are MIST clients.

MIST allows EPD and DHHS to provide outreach and service linkage to high acuity homeless individuals in Eureka to the most appropriate services. The partnership focuses intensively on individuals who meet MIST criteria, including those with severe mental illness, frequent encounters with law enforcement, those who are at risk of involuntary hospitalization and those who are frequent users of emergency medical and/or acute psychiatric services. The MIST team also works with AOD (Alcohol and Other Drugs) to connect people with services.

DHHS / MIST data collection process and dashboard focuses on clients receiving housing funding from multiple sources, including Measure Z, and provides data and outcomes on those individuals pre and post housing. The following Measure Z expenditures were made by DHHS to support clients in housing. For the timeframe of July 2018 through December 2018, \$ 86,640.00 was expended and 66 clients were served.

#### Admits to Sempervirens SV)/ Crisis Stabilization Unit (CSU) Pre and Post Housing

N=	SV Admits 6 months prior to housing	SV Admits 6 months post housing	CSU Admits 6 months prior to housing	CSU Admits 6 months post housing
44	19	10 (48% Reduction)	36	18 (50% Reduction)
N=	SV Admits 1 year prior to housing	SV Admits 1 year post housing	CSU Admits 1 year prior to housing	CSU Admits 1 year post housing
40	41	17 (58% Reduction)	73	26 (74% Reduction)
N=	SV Admits 2 year prior to housing	SV Admits 2 year post housing	CSU Admits 2 year prior to housing	CSU Admits 2 year post housing
23	35	25 (28% Reduction)	62	35 (43% Reduction)

***\*\*The above data is in reference to those clients who have been housed through MIST and DHHS efforts. It shows a significant reduction that housing has had on their use of services and their need for admissions to Semper Virens or the Crisis Stabilization Unit\*\****

On December 13, 2018, our Measure Z funded Parks and Waterfront Ranger was released from his training program and began working the trails and parks. In just his first 6 weeks (stats available at the time of this application) he has made 23 fresh arrest, 10 warrant arrests, issued 5 Eureka Municipal code citations and seized 67.72 grams of methamphetamine and 18.73 grams of heroin. More importantly and probably more recognizable to the community, this position has given EPD the ability to have 7 day of week coverage for the trails and parks as well as supplementing coverage for the Old Town area. The Measure Z funded Parks and Waterfront Ranger has proactively increased public safety and decreased the negative environmental impacts associated with homelessness.

With Measure Z Funds we have augmented our Measure Z positions with our internal staff to create the new Community Safety Enhancement Team (CSET). This team consist of 5 members; A Sergeant, Old Town Officer, EPD funded Parks and Waterfront Ranger, Measure Z funded Parks and Waterfront Ranger as well as our Measure Z funded MIST Officer. This team began operation July 1 2018. The following are the statistics from this team from July 1, 2018 through January 6, 2019:

Citations Issued:	384(Various Violations)	Fresh Arrests:	195
Warrant Arrests:	113	Mental Health Holds:	12
Meth Seized:	142.46 grams	Heroin Seized:	41.8 grams
Garbage Collected:	30,460 lbs	MIST Referrals:	41

When our Measure Z funded Homeless Support Services Manager position became vacant we utilized those funds to allow 9 officers to conduct a total of 350 hours of patrol time to conduct enhanced patrol, enforcement and outreach. This resulted in 45 officer referrals to MIST/211, the issuance of 133 Eureka municipal code violation citations, and 127 fresh arrests.

MIST funded positions allow officers to conduct foot patrols of the Sequoia Park trails, Cooper's Gulch and the 6 miles of waterfront trails as well as other areas as needed to address complaints of illegal camp sites. Officers ensured that the many events that have taken place along the waterfront trail system, such as the Humboldt Bay Marathon and the Kinetic Sculpture Race, are safe and free of issues surrounding illegal camps and homelessness.

Measure Z FY19/20 Proposed Budget  
City of Eureka

Date: 2/20/18

Descriptions	Proposed Budget
<b>A. Personnel Costs</b>	
<p style="margin-left: 40px;">Title: Police Officer</p> <p>Salary and Benefits The fully-loaded (salary, insurance, health care, PERS etc.) annual cost Calculation: for an officer is approximately \$110,000.00</p> <p style="margin-left: 40px;">Full time position dedicated to working with DHHS/MIST to reduce Duties Description: homelessness in Eureka</p>	110,000.00
<p style="margin-left: 40px;">Title: Waterfront Parks Ranger</p> <p>Salary and Benefits The fully-loaded (salary, insurance, health care, PERS, etc.) annual cost Calculation: for a parks ranger is approximately \$110,000.00</p> <p style="margin-left: 40px;">Full time position dedicated to maintaining the safety of the trails and Duties Description: greenbelt areas of Eureka</p>	110,000.00
<p style="margin-left: 40px;">Title: Police Officer</p> <p>Salary and Benefits Half of the fully-loaded (salary, insurance, health care, PERS, etc.) annual Calculation: cost for an officer is approximately \$55,000.00</p> <p style="margin-left: 40px;">Half time of a police officer position will be dedicated to working with MIST Duties Description: and in the greenbelt areas</p>	55,000.00
<p style="margin-left: 40px;">Title: Homeless Services Programs Supervisor</p> <p>Salary and Benefits Calculation: Temporary part-time salary appoximately \$40,000.00</p> <p style="margin-left: 40px;">Part-time civilian supervisory position with the City of Eureka Uplift Duties Description: program providing street-based outreach and connection to services</p>	40,000.00
<p style="margin-left: 40px;">Title: Homless Outreach Worker</p> <p>Salary and Benefits Calculation: Temporary part-time salary approximately \$20,000.00</p> <p style="margin-left: 40px;">Part-time civilian position with the City of Eureka Uplift program providing Duties Description: street-based outreach and connection to services</p>	20,000.00
<p style="margin-left: 40px;">Title: Homeless Liaison</p> <p>Salary and Benefits Calculation: Part-time position approximately \$10,000.00 annually</p> <p style="margin-left: 40px;">Duties Description: Offers services to homeless individuals</p>	10,000.00

**Total Personnel: 345,000.00**

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

<p style="margin-left: 40px;">Title:</p>  <p style="margin-left: 40px;">Description:</p>	
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Measure Z FY19/20 Proposed Budget  
City of Eureka

Date: 2/20/18

Descriptions	Proposed Budget
<b>Total Operating Costs:</b>	<b>0</b>
<b>C. Consumables/Supplies (Supplies and Consumables should be separate)</b>	
Title: Homeless Support Services Funds for detox, emergency shelter, housing, and transportation. Designed to fill the gap between the time that police makes contact with Description: an at risk individual(s) and when DHHS is able to step in.	50,000.00
Title: Equipment  Description: Miscellaneous equipment needs	10,000.00
<b>Total Consumable/Supplies:</b>	<b>60,000.00</b>
<b>D. Transportation/Travel (Local and Out-of-County should be separate)</b>	
Title: Training  Out-of-county Police and Uplift staff training (travel, fuel, lodging, meals, Description: tuition, additional expenses, etc.)	5,000.00
<b>Total Transportation/Travel Costs:</b>	<b>5,000.00</b>
<b>E. Other (Indirect Costs, Contracts, etc.)</b>	
Title: Creation of Homeless Resource App Phone application to be designed to provide an easy central location for all available services. The app will be available to assist with street Description: outreach	5,000.00
<b>Total Other Costs:</b>	<b>5,000.00</b>
<b>Total:</b>	<b>415,000.00</b>

**EXHIBIT B**  
**QUARTERLY AND FINAL SUMMARY REPORT**  
 City of Eureka  
 Fiscal Year 2019-2020

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](mailto:cao@co.humboldt.ca.us) or sent by U.S. mail to the following address:

COUNTY: Humboldt County Administrative Office  
 Attention: Neftali Rubio-Mills, Senior Administrative Analyst  
 825 Fifth Street, Room 112  
 Eureka, California 95501

**EXHIBIT C  
QUARTERLY AND FINAL REPORT FORM**

City of Eureka  
Fiscal Year 2019-2020



**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.
- 2. How many people have been served and how?
- 3. Who has benefited from the enhanced services?
- 4. What difference did Measure Z funding make in our community and for the population you are serving? Please quantify the short-term impact of your project for the current year. *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.*
- 5. Please quantify the long-term impacts of your project. This would be for the entire time period that Measure Z has funded your project.
- 6. 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 2019-2020

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 (*i.e., Facebook*)    Account Name (*i.e., County of Humboldt – Government*)

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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
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**A. Personnel Costs**

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

**Total Personnel:**                      0.00                      0.00                      0.00

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

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

**Total Operating Costs:**                      0                      0                      0

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

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

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

ATTACHMENT II - EXHIBIT E

Budget

Agency Name

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

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

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

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

## ATTACHMENT II - EXHIBIT 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	
		<b>\$0.00</b>

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the expenditures are in accordance with the approved Agreement cited for services provided under the provision of that agreement. Full justification and backup records for the expenditures are maintained in our office at the address indicated.

Signature and date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Send invoice to:

**COUNTY OF HUMBOLDT**  
 County Administrative Office  
 825 Fifth Street, Room 112  
 Eureka Ca 95501



(707) 445-7266

\_\_\_\_\_ Date

\_\_\_\_\_ Date