



RIO DELL CITY COUNCIL AGENDA  
**REGULAR MEETING - 6:30 P.M.**  
**TUESDAY, OCTOBER 15, 2019**  
CITY COUNCIL CHAMBERS  
675 WILDWOOD AVENUE, RIO DELL

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***WELCOME** - By your presence in the City Council Chambers, you are participating in the process of representative government. Copies of this agenda, staff reports and other material available to the City Council are available at the City Clerk's office in City Hall, 675 Wildwood Avenue. Your City Government welcomes your interest and hopes you will attend and participate in Rio Dell City Council meetings often.*



*In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (707) 764-3532. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting. Assistance listening devices are now available for the hearing impaired. Please see the City Clerk for a receiver.*

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. CEREMONIAL MATTERS
- E. PUBLIC PRESENTATIONS

*This time is for persons who wish to address the Council on any matter not on this agenda and over which the Council has jurisdiction. As such, a dialogue with the Council or staff is not intended. Items requiring Council action not listed on this agenda may be placed on the next regular agenda for consideration if the Council directs, unless a finding is made by at least 2/3rds of the Council that the item came up after the agenda was posted and is of an urgency nature requiring immediate action. Please limit comments to a maximum of 3 minutes.*

- F. CONSENT CALENDAR

*The Consent Calendar adopting the printed recommended Council action will be enacted with one vote. The Mayor will first ask the staff, the public, and the Councilmembers if there is anyone who wishes to address any matter on the Consent Calendar. The matters removed from the Consent Calendar will be considered individually following action on the remaining consent calendar items.*

- 1) 2019/1015.01 - Approve Minutes of the October 1, 2019 Regular Meeting **(ACTION)**

- 2) 2019/1015.02 - Authorize the City Manager to Execute Agreement for Code Enforcement Administrator Services **(ACTION)** 12
- 3) 2019/1015.03 - Authorize the Chief of Police to Execute Agreement with the County of Humboldt for \$33,488 in Measure Z Revenue **(ACTION)** 18
- 4) 2019/1015.04 - Receive and File Check Register for September **(ACTION)** 34
- G. ITEMS REMOVED FROM THE CONSENT CALENDAR
- H. REPORTS/STAFF COMMUNICATIONS
  - 1) 2019/1015.05- City Manager/Staff Update **(RECEIVE & FILE)** 38
- I. SPECIAL PRESENTATIONS/STUDY SESSIONS
- J. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS
  - 1) 2019/1015.06 – Letter and Council Position Related to Monument Road Agreement with County of Humboldt **(DISCUSSION/POSSIBLE ACTION)** 41
  - 2) 2019/1015.07 - Financial Contribution to the Chamber of Commerce **(DISCUSSION/POSSIBLE ACTION)** 44
- K. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS
- L. COUNCIL REPORTS/COMMUNICATIONS
- M. ADJOURNMENT

*The next regular City Council meeting is scheduled for  
Tuesday, November 5, 2019 at 6:30 p.m.*

**RIO DELL CITY COUNCIL  
REGULAR MEETING MINUTES  
OCTOBER 1, 2019**

The regular meeting of the Rio Dell City Council was called to order at 5:00 p.m. by Mayor Garnes.

ROLL CALL: Present: Mayor Garnes, Mayor Pro Tem Woodall, Councilmembers Johnson, Strahan and Wilson

Others Present: City Manager Knopp, Interim Finance Director Dillingham, Chief of Police Conner, Water/Roadways Superintendent Jensen, Wastewater Superintendent Taylor and City Clerk Dunham

Absent: Community Development Director Caldwell

**ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION AS FOLLOWS:**

**Conference with Legal Counsel – Anticipated Litigation**

Initiation and/or exposure to potential litigation pursuant to Section 54956.91(d)(2)(d)(4): one potential case – facts and circumstances unknown to adverse party

The City Council recessed into closed session at 5:00 p.m. with City Manager Knopp, Community Development Director Caldwell, and City Attorney Gans.

The Council reconvened into open session at 6:30 p.m.

Mayor Garnes announced that there was no reportable action taken in closed session.

**PUBLIC PRESENTATIONS**

**Ranada Laughlin**, 570 Gunnerson Lane presented the Council with a petition with over one hundred signatures in support of a Rio Dell Dog Park and said that there is widespread interest in the community with residents and folks traveling through the area to have a place for dogs to run and get some exercise.

**Nick Angeloff** provided a brief update on activities of the Rio Dell-Scotia Chamber of Commerce and said that he had the Caltrans specifications for the new light pole and asked Councilmember Johnson if he would mind looking at the specs after the meeting. He noted that he talked to Kevin Bradley, owner of Kreation's regarding installation of the pole and he indicated that he would like to incorporate the pole in with a beautification project and put in some landscaping. He said that Mr. Bradley would be inclined to take ownership of the pole if the City does not want it.

In addition, he requested an item be placed on the next regular agenda regarding a request for \$5,000 as a general donation to the Chamber for Christmas decorations and other

miscellaneous expenses.

Regarding the Historic Mural Project, he said that the artist, Josh Martel was present to address the Council regarding the project.

Josh Martel began by providing information on his background stating that he grew up in Idaho but has spent the past seven years in Humboldt County furthering his career. He has traveled the country painting murals for a living and is trying to bring his talent here. He said that murals he has painted in smaller communities have changed the community and the way kids feel about the community. He presented a rough draft of an historic mural of Rio Dell beginning with the natives, into the 1800's then to more recent times.

He commented that his original proposal was for \$10,000 but he would be happy to negotiate the fee. He said the plan is to paint the first mural this fall, do another one in the spring, incorporate kids into the project, and teach them how to paint.

#### **CONSENT CALENDAR**

Mayor Garnes asked if any councilmember, staff or member of the public, would like to remove any item from the consent calendar for separate discussion.

Councilmember Strahan removed consent calendar Item No. 2, *Amendments to the City Council Appointments to External Boards, Committees and Commissions*.

Motion was made by Woodall/Johnson to approve the consent calendar including approval of minutes of the September 17, 2019 regular meeting, approval of Resolution No. 1436-2019 for year-end budget amendments, and approval of the award of bid for the 2019 Asphalt Street Repairs on Belleview Ave. to GR Sunberg, Inc. in the amount of \$38,800 authorizing the City Manager to execute any change orders. Motion carried 5-0.

#### **ITEMS REMOVED FROM THE CONSENT CALENDAR**

##### Approve Amendments to the City Council Appointments to External Boards, Committees and Commissions

Councilmember Strahan commented that she currently serves as the City's representative on Humboldt County Association of Governments (HCAOG) and that she would like to remain serving in that capacity.

She reported on a breach in the rules under the Brown Act stating that she spoke with both Mayor Garnes and Councilmember Wilson about her desire to remain on the HCAOG board outside of the regular meeting.

City Manager Knopp explained that there was a reconfiguration of the City Council with

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Councilmember Richter resigning and Councilmember Johnson being reappointed to fill the vacancy. He said in looking at the recent composition of the City Council and trying to do what is best for the City, staff made the recommendation to amend the committee assignments. Because of Councilmember Johnson's history with HCAOG and his engineering qualifications, staff felt it would better serve the City to have Councilmember Johnson serve as the City's representative on the board.

Mayor Garnes commented that Councilmember Johnson served on HCAOG prior to leaving the Council and with his engineering background, it seems that he would be the best person to serve on that board.

Councilmember Wilson commented that he did not see the need to remove Councilmember Strahan from the HCAOG board noting that she served as alternate on the board for two years. He pointed out that Councilmember Johnson accepted appointments to three boards when Councilmember Richter resigned. He asked if HCAOG had a problem with Councilmember Strahan serving and if there is the requirement to be an engineer. He said that he appreciates Councilmember Johnson's abilities and experience as an engineer but did not see the necessity to remove Councilmember Strahan noting that she has attended every HCAOG meeting with the exception of the June and September 2019 meetings.

Councilmember Strahan pointed out that HCAOG is not just about Caltrans and that there are many other issues they deal with besides the Last Chance Grade and the Highway 101 Corridor project.

Mayor Pro Tem Woodall asked if the Mayor makes the appointments to the various boards and committees.

City Clerk Dunham recited the Rio Dell Municipal Code Section 2.55.010 in part which stated that "the Council shall establish and by a majority vote appoint individuals for the prescribed terms to serve on such commissions, committees, boards, agencies and task forces as are required by law and by City organizational need."

Councilmember Johnson commented that he served as the City's representative on HCAOG for over five years and it was an enjoyable time with a lot of reading, often 100 pages or more to digest to prepare for a meeting. He said that he worked for Caltrans for 30 years and that, along with his experience as a civil engineer was an asset to the organization.

Motion was made by Wilson/Strahan to make no changes to the current appointments on HCAOG. Motion carried 3-1 with 1 abstention (Councilmember Johnson) and Mayor Pro Tem Woodall dissenting.

Motion was made by Woodall/Wilson to approve the amendment to the City Council appointment on the Traffic Committee with Councilmember Johnson replacing Mayor Pro Tem Woodall. Motion carried 5-0.

## REPORTS/STAFF COMMUNICATIONS

### City Manager/Staff Update

City Manager Knopp provided highlights of the staff report and reported that the final 2019-20 Budget Books were available in City Council mailboxes. He also commented that Mayor Garnes teamed up with Eureka Mayor Susan Seaman for an informational video on Public Safety Power Shutoffs.

Councilmember Johnson commented on the Budget Book and said that he read the first ten pages and that it was well done and it presents the City in a good light.

Mayor Pro Tem Woodall asked Chief Conner if the City was still certified to enforce speed by radar. She noted that she received complaints from citizens related to speeding vehicles on Belleview Ave. and Wildwood.

Chief Conner indicated that there was radar equipment in three of the vehicles but the officers could only write speeding tickets in the school zone without having an engineered traffic study done. He commented that to write a speeding ticket the officers would have to pace a vehicle to determine if they were speeding.

Councilmember Wilson asked what the dollar amount would be to utilize radar for speed enforcement again.

Chief Conner was not certain of the cost and agreed to research it and bring back a report at the next meeting.

Councilmember Johnson explained how speed limits are established based on what traffic engineers call the 85-percentile rule. He said if a street is posted at 35 MPH and 85% of the vehicles are traveling at 40 MPH, the recommendation of the traffic engineer would be to post that street at 40 MPH.

Councilmember Strahan questioned the timing for reviewing the applications for Danco housing.

City Manager Knopp commented that Danco would be receiving applications in October and that the police department had received the initial draft today.

Chief Conner noted that a person from the Department of Mental Health came by today looking for help in locating a couple of people and that she had applications with her so they

are now available.

Mayor Pro Tem Woodall asked when they expected to be at full occupancy. She then referred to a statement made by the City Manager at the August 6, 2018 council meeting explaining that as the project gets closer to full rollout, there would be regular neighborhood meetings to hear any community concerns regarding the project.

City Manager Knopp commented that he understood the project would be at full rollout by the end of the year and that the plan is to have the regular neighborhood meetings as mentioned.

### **SPECIAL PRESENTATIONS/STUDY SESSIONS**

#### Presentation from GHD on Recreational Trails and Greenways Grant

Nathan Sanger from GHD was present to provide an update/presentation on the grant application for the 2019 Recreational Trails and Greenways Grant.

He began by providing a brief update on the ATP project and reported that the project would be going out to bid in the next 2-3 days. He noted that the bid package would be presented to the City Council for approval at the next meeting. He said that as part of the project there are some non-infrastructure parts of the project including safety and educational training by Redwood Community Action Agency (RCAA) to help kids in the community receive bicycle safety awareness. He announced the kick off of this part of the project would start the following day as part of International Walk to School Day. He said everyone was invited to participate beginning at 7:40 a.m. at the Shell and at 7:45 a.m. walking to school with the kids. He noted that there would be prizes for the kids that participate and the idea is for kids to learn more about pedestrian safety.

Councilmember Strahan asked if they had made any presentations in the school classrooms yet.

Nathan commented that RCAA would be going to a second grade class in a couple of weeks.

Nathan proceeded with a power point presentation on the 2019 Recreational Trails and Greenways Grant application.

He explained that the grant is similar to the Prop 68 grant that the City submitted last year but did not receive. He provided highlights of the proposed project and said that it would create a 0.28-mile non-motorized trail from the end of Edwards Dr. to Davis St. with the ultimate goal of a river front trail extending to N. Pacific Ave. He emphasized that bike trails are included in the City's Circulation Element. He said that the grant application is a three-step process with proposals due by October 11, 2019. There are no minimum grant amounts and awards for individual projects are capped at \$4 million.

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He provided full disclosure from the Prop 68 grant application and where the grant application is now and explained that the current application includes a kiosk, 5-car parking lot, a bridge at the wastewater treatment plant, a ten-foot wide concrete trail with a two-foot gravel shoulder on each side to address flooding concerns.

Mayor Garnes asked what makes the current application more attractive than the previous application that was denied.

Nathan explained that both grant projects are under Prop 68 but one of the main things they emphasized was the site plan and that they are providing much more detail and how it is going to traverse the landscape. In addition, they are putting more emphasis on the community benefit of the project; more specifically, on how it would benefit youth and the fact that Rio Dell is a disadvantaged community.

Mayor Pro Tem Woodall asked if the City has the manpower to maintain the trail or the funding for law enforcement to patrol the area.

City Manager Knopp explained that there is no additional funding for maintenance or for law enforcement to patrol the area however; most bike trails require very little maintenance so there would no significant impact on City resources.

Chief Conner noted that he has spent a lot of time on bike trails and has never seen law enforcement on the trails in Humboldt County. In other areas, he has seen first responders there as the result of an accident or medical call.

Mayor Pro Tem Woodall expressed concern regarding the homeless and said that she would feel safer if the area was patrolled now and then.

Chief Conner noted that they do not have a big problem with homeless in that area.

Mayor Pro Tem noted that her back yard at 1187 Riverside Dr. goes to the river and asked where the trail would go in that area.

Councilmember Strahan asked if the proposed trail would require any land acquisition.

Nathan explained that the entire trail would either be located on City property or within the City right-of-way.

Councilmember Johnson mentioned that one of the things that make the project more attractive is if it proposes to use the services of the California Conservation Corps (CCC) noting that up to \$80,000 could be used to pay the CCC to clear brush from the area.

Nathan indicated that they would be reaching out to the CCC for assistance.



Councilmember Strahan questioned the necessity of a concrete trail for bikes, noting that concrete will deteriorate over time increasing the risk of liability to the city. She said that the use of more natural elements would seem to make more sense.

City Manager Knopp pointed out that last year when the trails grant was discussed; the Council requested the trail be concrete to create a pervious surface because of potential flooding.

Nathan pointed out that the trail is required to be ADA accessible and that there are more naturalistic materials than concrete but it would require more maintenance.

Mayor Garnes said that riding a bike on concrete or any other hard surface is better than riding on dirt. In addition, the City is already potentially liable for any accident that occurs on City property whether or not a new trail is installed. She said that to have something that invites people to the community is a positive thing. People want to have access to the river for recreational purposes and if the city can make that possible then they should. She said that the trail should be constructed in the best way possible including a paved surface.

Mayor Garnes called for public comment on the proposed grant application.

**Jim Brickley** said that he agreed with the concrete surface, as it would make the trail more accessible.

**Nick Angeloff** supported the idea of the trail and agreed that concrete would be a good idea because of flooding. He said that in looking at the larger scope, the government wants to spend money on trails. He noted that he is a big rail advocate and in looking at the costs for a trail between Rio Dell and Arcata, this great northern trail is going to cost more than the estimated cost to open up a 325-mile line from San Francisco Bay to Humboldt Bay. He pointed out that a lot of the cost has to do with getting in, moving the rail then constructing the trail. He said that it would make for a great future trail to rail option.

**Ranada Laughlin** commented that she does bike in that area and that it would be a benefit to residents to have access to an improved trail.

Mayor Pro Tem Woodall expressed support for the trail as proposed.

Councilmember Wilson asked if the trail would be 100% ADA accessible from Edwards Dr. to N. Pacific Ave.

Nathan explained that the majority of the trail would be ADA accessible.

Councilmember Wilson questioned the reason for making it, for example 90% accessible and not 100%.

Nathan noted that it might be cost prohibitive to make it 100% ADA accessible.

Councilmember Strahan asked if there is access to the river from the Edwards Dr. parking area.

Nathan noted that there would be a foot trail to the river as it is now.

Mayor Pro Tem Woodall pointed out that in her travels; she came across several areas where only a portion of the trail was ADA accessible, which seems to be typical.

**Jacqui Wilson** supported the grant application and noted that the area would be much safer than it is now.

**Amanda Carter** commented that she likes bike trails and this is a beautiful area so why not make it enjoyable for everyone.

Motion was made by Woodall/Johnson to direct staff to proceed with submittal of the grant application as proposed. Motion carried 4-1; Councilmember Strahan dissenting.

#### **SPECIAL CALL ITEMS/COMMUNITY AFFAIRS**

##### Authorize Mayor to Draft and Execute a Letter to Supervisor Fennell and/or the Board of Supervisors regarding an agreement with the County of Humboldt related to the Terra-Gen Wind Energy Project

City Manager Knopp distributed a draft letter to councilmembers regarding a Road Rehabilitation Agreement with the County related to the Terra-Gen Wind Energy Project. He explained that essentially, what the City would be asking is that the County makes a commitment to prioritize the rehabilitation of Monument Road from the Dinsmore Plateau entrance to the Rio Dell city limits. In addition, it would commit to the rehabilitation of Monument Road from the city limits to its convergence with Redwood Ave., which is approximately 900 feet from the city limits and within the boundaries of the City. He noted that sections of the road are slipping and in extremely poor condition which represents significant liability to both the city and the county.

He said that the road improvements would be a win-win for both the City and the County, using only a small portion of the tax revenue from the project to provide at least some level of benefit for those most affected by the wind towers.

The direction from the Council could be to either authorize the Mayor to execute the letter to Supervisor Fennell and/or the County Board of Supervisors to explore the idea of some form of benefit coming to the City should the project move forward, or to oppose sending the letter.

Mayor Garnes explained that this is not the City Council changing its position on the wind energy project but because the project is not within the city jurisdiction, the City has no authority to say that the project cannot proceed. If the City has no control over the project, then they should at least see some sort of benefit. She emphasized that the Council is not selling out to its citizens but it is a situation that they do not have control of.

Councilmember Johnson noted that the cost to rehab one-half mile of roadway is in the range of \$5 to \$10 million so the benefit to the City would be sizable should the project come to fruition.

Councilmember Strahan suggested the request include maintenance of the road rather than just rehabilitation.

City Manager Knopp said that it could be included in the request if that is the desire of the Council.

Councilmember Johnson asked if the County currently maintains any portion of the roads in the City.

City Manager Knopp responded that none of the City's roads are maintained by the County.

Councilmember Wilson noted that the other area of concern is Blue Slide Road and that the former City Manager tried to get the County to accept responsibility for maintaining the portion of the road the City annexed from the County but was unsuccessful in that attempt. He expressed the importance of having reliable alternate access routes during emergencies.

Councilmember Strahan noted that pursuing this kind of agreement with the County is a good idea and provides a good balance as far as benefits from the wind energy project.

Consensus of the Council was to modify the draft letter to include proposed maintenance of Monument Road after rehabilitation.

Mayor Garnes called for public comment on the proposed letter.

**Nick Angeloff** expressed support of the road rehabilitation agreement over a single tax sharing agreement and suggested adding to the letter something with regard Monument Road providing for emergency evacuation. He suggested couching the maintenance issue in with a revenue sharing agreement with City's portion of the tax to be dedicated to road maintenance.

**Ranada Laughlin** commended the City for drafting an excellent letter. She pointed out that in the event of an industrial accident, the reliability of Monument Road would be vital to first responders.

**Amanda Carter** suggested a minor correction to the punctuation in the next to the last paragraph on first page of the letter, changing the period after “to those in the immediate vicinity” to a semi-colon to make the letter read better. On the third paragraph on the second page of the letter, she suggested bulleted points are added to say how the road has been used, which she felt would strengthen the argument.

Consensus of the Council was to include the suggested modifications to the letter.

Motion was made by Johnson/Wilson to authorize the Mayor to draft and execute a letter to Supervisor Fennell and/or the County Board of Supervisors regarding an agreement with the County of Humboldt related to the Terra-Gen Wind Energy Project, with the modifications as suggested. Motion carried 4-1; 1 abstention (Mayor Pro Tem Woodall).

## **COUNCIL REPORTS/COMMUNICATIONS**

Councilmember Wilson asked that the request for funding from the Chamber of Commerce for Christmas lights, the mural and other things be placed on the next regular agenda for consideration.

Mayor Garnes asked if the placement of murals on the side of buildings (not funded by the City) requires City Council approval.

City Manager Knopp commented that it would possibly require design review because it changes more than 10% of the building.

Councilmember Johnson reported on his attendance at the Redwood Region Economic Development Commission (RREDC) meeting and said that one of the speakers was the Executive Director of Humboldt Bay Housing Development Corporation Affordable Housing and Housing Trust Fund. He said that as a non-profit organization, their biggest challenge is raising money. They have been in existence for 25 years and during that time; they helped with construction of 25 different apartment complexes and 22 single-family homes. He commented that one of the apartment complexes was similar to the Danco project in Rio Dell and he asked the question as to what time period the clients lived in these units and was told that some residents were there for the full four years and they liked living there. He said the fact that the City is getting 26 units is huge. He said the way homeowners build equity is that they help build the homes and contribute sweat equity to the project.

He also announced that he would not be attending the next council meeting on October 15, as he would be in Colorado hunting.

Mayor Pro Tem Woodall stated that in the budget hearings, the Council identified Code Enforcement as a top priority and requested an update on Code Enforcement at the next

meeting including a list of the properties with violations.

**ADJOURNMENT**

Motion was made by Johnson/Woodall to adjourn the meeting at 7:48 p.m. to the October 15, 2019 regular meeting. Motion carried 5-0.

\_\_\_\_\_  
Debra Garnes, Mayor

Attest:

\_\_\_\_\_  
Karen Dunham, City Clerk



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*Rio Dell City Hall  
675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
cityofriodell.ca.gov*

October 15, 2019

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Authorize the City Manager to Execute Agreement for Code Enforcement Administrator Services

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the City Manager to execute attached agreement with the Lynette Chen in an amount not to exceed \$10,000 in a fiscal year.

BACKGROUND AND DISCUSSION

On June 18, 2019 the City Council of the City of Rio Dell adopted Ordinance No. 376-2019 amending Section 8.10 of the Rio Dell Municipal Code replacing the Nuisance Hearing Committee with a Nuisance Hearing Officer. The changes came with the recommendation of the Chief of Police. The Chief of Police has explored options to fill this position and has selected Lynette Chen who performs this service for the County of Humboldt, also under contract.

The Code Enforcement Officer or Administrator acts as a neutral third party to hear and decide on appeals related to code enforcement. Funds for the contract are available in the Police Department budget, however, utilization is expected to be low. Since 2013, the appeal process has not been used.

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**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, at Eureka, California, by and between the CITY OF RIO DELL (hereinafter “CITY”) and Lynnette Chen (hereinafter “CONTRACTOR”).

**RECITALS**

WHEREAS, the Code Enforcement Administrator (“CEA”) for the City of Rio Dell is responsible for administration of Chapter 8.10 of the Rio Dell Municipal Code (“RDMC”), relating to the imposition of administrative penalties for violations of CITY codes and ordinances; and

WHEREAS, said chapter contains provisions for the appeal of administrative penalties, and provides that such appeals shall be heard by a hearing officer who has not been involved in the investigation or processing of the matter; and

WHEREAS, said appeals occur on an infrequent basis and the CITY has no employees available to perform such services; and

WHEREAS, CONTRACTOR is duly licensed attorney authorized to practice law in the State of California and is qualified and willing to provide such hearing officer services.

NOW, THEREFORE the parties agree as follows:

**1. DESCRIPTION OF SERVICES**

CONTRACTOR agrees to serve as a hearing officer for administrative penalty appeal hearings as provided in the RDMC Chapter 8.10. Any such hearings shall be scheduled by CONTRACTOR with administrative assistance from the CEA and shall be set no sooner than 15 days and no later than 30 days following a request for hearing from an appellant. Notice of the appeal hearing shall be mailed by CONTRACTOR to appellant and CEA at least ten (10) days before the date set for the hearing. Hearings shall be conducted in compliance with RDMC §8.10.270 and shall be held at the Rio Dell City Hall, 675 Wildwood Avenue, Rio Dell, California, 95562.

The CONTRACTOR shall become familiar with the applicable provisions of the RDMC, and shall carry out all responsibilities consistent with the requirements of the Code. The CONTRACTOR shall issue a written decision within \_\_\_\_\_ (\_\_\_\_) days of the date of each hearing. Decisions shall be in writing and contain findings of fact and a determination of the issues presented. The decision shall be in the form and content as specified in RDMC §8.10.270(5) and shall:

- a. Require any administrative penalty to be paid within \_\_\_\_\_ (\_\_\_\_) days of the date of service of the decision

- b. Require the appellant to abate the nuisance not later than 10 calendar days after the issuance of the decision or, if 10 calendar days is insufficient to abate the nuisance, within such other time as specified by CONTRACTOR not to exceed sixty (60) days;
- c. Inform the appellant that if the administrative penalty is not paid and/or the nuisance is not abated within the time specified the nuisance may be abated by the City in such manner as may be ordered by the department head and the expense thereof and any administrative penalty made a special assessment lien upon the property involved.
- d. Inform the appellant that any judicial review of the hearing officer's decision must be filed with a court of competent jurisdiction in accordance with Government Code Section § 53069.4.

Upon issuance of the decision, CONTRACTOR shall serve a copy on the CEA and appellant by first class mail. The decision shall be mailed to the address provided by appellant in the written notice of appeal and to the CEA at 675 Wildwood Avenue, Rio Dell, California. A proof of service shall be prepared by CONTRACTOR and served with the written decision.

**2. CITY OBLIGATIONS**

When a written notice of appeal of the imposition of an administrative penalty is filed with the CEA, CITY will provide a copy of the notice of appeal to CONTRACTOR within five (5) business days of receipt.

**3. TERM AND TERMINATION**

This Agreement shall take effect on the date set forth above and shall remain in effect for three (3) years. Either party may terminate this Agreement without cause and for any reason, upon providing sixty (60) days' notice, in writing, to the other party.

**4. COMPENSATION AND PAYMENT**

COMPENSATION shall be calculated on an hourly basis, at the rate of Fifty Dollars (\$50.00) per hour for all services provided pursuant to this Agreement plus costs. Billable time shall not include travel time. CONTRACTOR shall be entitled to thirty (30) minutes compensation (Twenty-Five Dollars (\$25.00)) for any hearing which is canceled or re-scheduled within two hours of the scheduled time. Total compensation shall not exceed Ten Thousand Dollars (\$10,000.00) per year.

CONTRACTOR shall submit invoices on a quarterly basis, due by the 15th of April, July, October, and January of each year. Invoices shall contain the name of each appellant, the date of hearing, and the total number of hours billed on each case plus costs. Invoices shall be submitted to CITY at the address set forth below. Payment for work performed will be made within thirty (30) days of receipt of invoice.



**5. ASSIGNMENT AND SUBCONTRACTING**

This Agreement is for personal services. Neither party shall assign or transfer its rights or obligations under this Agreement, nor subcontract for its services, without the prior written consent of the other. Any assignment in violation of this provision shall be void and shall result in immediate termination of this Agreement.

**6. RELATIONSHIP OF PARTIES**

It is understood that this is an Agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture, or any similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation or other such benefits.

**7. HOLD HARMLESS/INDEMNIFICATION**

Each party agrees to indemnify, defend and save harmless the other party, its officers, agents, and employees from any and all claims and losses whatsoever, resulting from any wrongful acts, errors or omissions, or the negligence of said party, its agents or employees, in connection with the performance of this Agreement.

**8. INSURANCE**

The CITY shall provide professional liability insurance which covers all claims made in connection with the professional services provided pursuant to this agreement.

**9. ENTIRETY OF CONTRACT**

This Agreement shall constitute the entire Agreement between the parties relating to the subject matter of this Agreement, and shall supersede any promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter.

**10. AMENDMENT**

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

**11. NOTICES**

Notices shall be given to CITY at the following address:

City of Rio Dell  
Attn: City Manager  
675 Wildwood Avenue  
Rio Dell, CA 95562

Notices shall be given to CONTRACTOR at the following address:

Lynnette Chen



Notice shall be in writing and may be given by delivering a copy of said notice to CONTRACTOR or CITY personally, or by mailing a copy of said notice to CONTRACTOR or CITY. If mailed, notices shall be deemed received three (3) days after their deposit in the United States mail, postage prepaid and addressed as set forth above.

**12. COMPLIANCE WITH LAWS**

CONTRACTOR agrees to comply with all applicable local, state and federal laws and regulations, and with applicable state or local licensing laws and regulations.

**13. STANDARD OF PRACTICE**

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

**14. LICENSING**

CONTRACTOR shall maintain a license to practice law in the State of California throughout the life of this Agreement.

**15. JURISDICTION AND VENUE**

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

**16. SEVERABILITY**

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

**17. NO WAIVER**

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other

requirement of this Agreement.

**18. INTERPRETATION**

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

**CONTRACTOR:**

**CITY OF RIO DELL**

\_\_\_\_\_  
Lynnette Chen

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



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*Rio Dell City Hall  
675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
cityofriodell.ca.gov*

October 15, 2019

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Authorize the Chief of Police to Execute Agreement with the County of Humboldt for \$33,488 in Measure Z Revenue

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the Chief of Police to execute attached agreement with the County of Humboldt for \$33,488 in Measure Z Revenue

BACKGROUND AND DISCUSSION

Measure Z is a countywide ½ cent Sales and Use Tax approved by the voters of Humboldt County on November 4, 2014. The County allows jurisdictions like the City of Rio Dell to make application for Measure Z funds and since its inception Rio Dell has been the beneficiary each year grants have been available. The City has been successful in obtaining funding for part-time clerical support in the Police Department. Prior to obtaining the Measure Z grants, there was no clerical support for the Police Department.

This item authorizes the Chief of Police to sign for this year's Measure Z award in the amount of \$33,488.

///

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
CITY OF RIO DELL  
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 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, 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, 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 or about 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 Thirty-Three Thousand Four Hundred Eighty-Eight Dollars (\$33,488.00) 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; and

WHEREAS, on April 16, 2019, the Humboldt County Board of Supervisors approved the Measure Z application submitted by CITY in the amount of Twenty-Three Thousand Four Hundred Forty-Two Dollars (\$23,442.00) 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:

COUNTY shall provide CITY with an amount not to exceed Twenty-Three Thousand Four-Hundred Forty-Two Dollars (\$23,442.00) 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 shall 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 shall 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.
- C. Social Media. CITY shall 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, without limitation, 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, 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, in its sole discretion, immediately terminate this MOU, if CITY fails to adequately fulfill its obligations hereunder within the time limits specified herein, fails to comply with the terms or conditions set forth herein, 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 upon thirty (30) days advance written notice which states 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 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 hereunder 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 Twenty-Three Thousand Four Hundred Forty-Two Dollars (\$23,442.00). 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.

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 of this MOU. Payment for the costs and expenses incurred hereunder shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted by CITY 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: Rio Dell Police Department  
Attention: Jeff Conner, Chief of Police  
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, 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 business operations, at any time, 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, policies, procedures or overall performance hereunder 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, 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 Requirements. 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, 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, 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. 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 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 herein by reference 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. 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 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 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, 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, 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 regarding the performance of its obligations hereunder. 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. CITY shall not terminate such coverage until COUNTY receives 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 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 hereunder 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: Rio Dell Police Department  
Attention: Jeff Conner, Chief of Police  
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, 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. CITY agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to its performance hereunder.
- B. Licensure Requirements. CITY agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements applicable to its performance hereunder.
- C. Accessibility Requirements. CITY 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. CITY 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 thereof.

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. 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.

24. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

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

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 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 in accordance with the notice requirements set forth herein.

29. 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.

30. 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.

31. 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.

32. 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.

////

33. 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.

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 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.

35. 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.

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 RIO DELL:**

By: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_

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

Amy S. Nilsen, County Administrative Officer  
*(Pursuant to the authority granted by the Humboldt County Board of Supervisors on [REDACTED] [REDACTED], 2019 [Item [REDACTED]])*

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: \_\_\_\_\_

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

Risk Management

**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



**EXHIBIT B**  
**QUARTERLY AND FINAL SUMMARY REPORT**  
 City of Rio Dell  
 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 March31     | April 30                           |
| 4                    | April 1 through June 30       | July 31                            |
| Final Summary Report | Based on MOU 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 Rio Dell  
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 Rio Dell  
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 \_\_\_\_].

**City of Rio Dell**  
**Check Listing for City Council Meeting**

| Ref# | Date      | Vendor                                   | Description  | Amount   |
|------|-----------|--|--|----------|
| 8333 | 9/04/2019 | [0576] 101 AUTO PARTS                    | M10 X 1.5X70 METRIC CS; SCREWS; BOLTS; ANCHOR LINE, TWO WIPER BLADES; 12OZ ENGINE RESTORE, LAMP, ADHESIVE-REAR VIEW; WD 40 12OZ SPRAY, SIDE MOUNT EXT BOLT | 65.24    |
| 8334 | 9/04/2019 | [6038] ACCURATE TERMITE & PEST SOLUTIONS | MONTHLY RODENT CONTROL @ 475 HILLTOP DR  | 170.00   |
| 8335 | 9/04/2019 | [2225] AQUA SIERRA CONTROLS, INC         | FLOW TUBE-POTTING KIT-CABLE  | 2,997.77 |
| 8336 | 9/04/2019 | [3975] AT&T - 5709                       | FAX LINE EXPENSES FOR AUGUST 2019  | 36.83    |
| 8337 | 9/04/2019 | [5127] DELTA DENTAL                      | DENTAL INSURANCE FOR OCTOBER 2019  | 2,099.94 |
| 8338 | 9/04/2019 | [5352] JOANNE E FARLEY                   | MEAL PER DIEM TO ATTEND CDBG TRAINING  | 14.00    |
| 8339 | 9/04/2019 | [2407] FORBUSCO LUMBER                   | 3/0X2/0 DOUBLE VINYL; 10 OZ ACRYLIC LATEX  | 113.08   |
| 8340 | 9/04/2019 | [2405] FORTUNA ACE HARDWARE              | 7 EA CHAIN TRANSPORT; 2 EA HOOK CLEVIS GRAB5/16" RED   | 68.26    |
| 8341 | 9/04/2019 | [5052] GHD, INC                          | ENGINEERING SERVICES FOR STREETS SAFETY IMPROVEMENT & COMMUNITY OUTREACH PROJECT   | 5,858.25 |
| 8342 | 9/04/2019 | [6486] GREEN TO GOLD ENTERPRISES LLC     | 4" ROLLER COVER, THREE 4" ROLLER COVERS  | 14.84    |
| 8343 | 9/04/2019 | [5957] HAZARDOUS MATERIALS RESPONSE      | MEMBER AGENCY ANNUAL CONTRIBUTIONS FY 2019/2020  | 1,322.00 |
| 8344 | 9/04/2019 | [2551] MIRANDA'S ANIMAL RESCUE           | ANIMAL CONTROL FOR AUGUST 2019   | 1,900.00 |
| 8345 | 9/04/2019 | [4393] NYLEX.net. Inc.                   | NEW LENOVO THINKPAD LAPTOP & 3 BATTERY BACKUPS, MONTHLY MAINTENANCE FOR SEPTEMBER 15 THROUGH OCTOBER 15,2019; MANAGED SECURITY GATEWAY FOR PD              | 3,101.96 |
| 8346 | 9/04/2019 | [6806] PINTERMEDIA LLC                   | MONTHLY WEB HOSTING FEE FOR SEPTEMBER  | 30.00    |
| 8347 | 9/04/2019 | [2619] PITNEY BOWES, INC.                | TWO BOXES RED INK CARTRIDGES; ONE BOX DOUBLE TAPE SHEETS   | 249.55   |
| 8348 | 9/04/2019 | [6349] RECOLOGY EEL RIVER                | .28 TONS GREENWASTE, .35 TONS GREENWASTE, .56 TONS GREENWASTE, .49 TONS GENERAL DEBRIS, .25 TONS GENERAL DEBRIS, GARBAGE BAGS FOR AUGUST 2019              | 527.78   |
| 8349 | 9/04/2019 | [2659] RIO DELL PETTY CASH               | SUPPLIES FOR WILDWOOD DAYS FLOAT; CLEANING SUPPLIES; CAR WASH FOR CITY CAR   | 50.11    |
| 8350 | 9/04/2019 | [3755] SEQUOIA PERSONNEL SERVICE         | FISCAL ASSISTANT 1/II TEMPORARY HIRE   | 830.45   |
| 8351 | 9/04/2019 | [3372] SPECIALTY TRAFFIC SYSTEMS         | FIVE SLOW CONE INSERTS   | 81.10    |
| 8352 | 9/04/2019 | [6037] WELLS FARGO VENDOR FIN SERV       | KYOCERA COPIER PAYMENT FOR SEPTEMBER 2019  | 534.58   |
| 8353 | 9/04/2019 | [2744] JULIE WOODALL                     | MILEAGE REIMBURSEMENT TO ATTEND RREDC MEETING  | 47.56    |
| 8354 | 9/12/2019 | [3114] 3T EQUIPMENT CO., INC.            | O'BRIEN MINI ROOT CUTTER KIT FOR JETTER  | 2,175.43 |
| 8355 | 9/12/2019 | [5381] ALTERNATIVE BUSINESS CONCEPTS     | MONTHLY MAINTENANCE & COPIER CHARGES FOR AUGUST 2019   | 507.74   |
| 8356 | 9/12/2019 | [2225] AQUA SIERRA CONTROLS, INC         | KPSI TRANSDUCER 30' & 10' CORD   | 1,349.22 |
| 8357 | 9/12/2019 | [6252] AXON ENTERPRISE, INC.             | BASIC EVIDENCE.COM LICENSE; PRO EVIDENCE.COM LICENSE; EVIDENCE.COM INCLUDED STORAGE YEAR 3 PAYMENT   | 1,188.00 |
| 8358 | 9/12/2019 | [2293] CITY OF FORTUNA                   | POLICE DISPATCH SERVICES FOR SEPTEMBER 2019  | 3,941.67 |
| 8359 | 9/12/2019 | [2303] COAST CENTRAL CREDIT UNION        | POA DUES FOR PPE 8/30/19   | 150.00   |
| 8360 | 9/12/2019 | [2386] EUREKA RUBBER STAMP CO.           | ONE 2X10 WALNUT/WHITE NAME PLATE   | 20.26    |
| 8361 | 9/12/2019 | [2405] FORTUNA ACE HARDWARE              | TWO GAL VINEGAR; TWO GAL AMMONIA; 9V ALKALINE BATTERIES  | 33.82    |
| 8362 | 9/12/2019 | [5052] GHD, INC                          | ENGINEERING SERVICES FOR CITY HALL BACKUP GENERATOR PROJECT; TAC MEETINGS & TRANS PLANNING   | 1,651.00 |

**City of Rio Dell  
Check Listing for City Council Meeting**

| Ref# | Date      | Vendor                                     | Description   | Amount   |
|------|-----------|--|---|----------|
| 8363 | 9/12/2019 | [6486] GREEN TO GOLD ENTERPRISES LLC       | TWO 100' GILMOUR SUPER DUTY FLEXOGEN HOSES; FIVE 1/2" STEEL COUPLERS<br>MISC SUPPLIES   | 165.04   |
| 8364 | 9/12/2019 | [4451] HARBOR FREIGHT TOOLS                | MISC SMALL TOOLS; HAND CLEANER; RED GREASE; TIES  | 333.71   |
| 8365 | 9/12/2019 | [6653] CRYSTAL L LANDRY                    | FINAL 25% OF MILEAGE REIMBURSEMENT TO ATTEND WOMEN LEADERS IN LAW<br>ENFORCEMENT TRAINING   | 83.02    |
| 8366 | 9/12/2019 | [3006] MISSION LINEN SUPPLY, INC           | PUBLIC WORKS SHIRTS WITH NAME AND CITY LOGO   | 206.97   |
| 8367 | 9/12/2019 | [6813] MYRON CORP                          | FIFTY EA 7 FUNCTION PEN-GUNMETAL/CHROME WITH LASER ART  | 101.58   |
| 8368 | 9/12/2019 | [2570] NILSEN COMPANY                      | 252 40# BAGS SOLAR SALT   | 1,493.42 |
| 8369 | 9/12/2019 | [6100] NORTHERN CALIFORNIA GLOVE           | 32 PAIR ASSORTED GLOVES   | 310.92   |
| 8370 | 9/12/2019 | [4393] NYLEX.net. Inc.                     | INSTALL FEED CABLE FROM FIBER OPTIC TO RDPD NETWORK   | 461.36   |
| 8371 | 9/12/2019 | [2619] PITNEY BOWES, INC.                  | QUARTERLY LEASING PAYMENT 6/30/19 - 9/29/19   | 98.11    |
| 8372 | 9/12/2019 | [6814] RUSTY BROWN                         | FORKLIFT TRAINING   | 350.00   |
| 8373 | 9/12/2019 | [3755] SEQUOIA PERSONNEL SERVICE           | FISCAL ASSISTANT 1/II TEMPORARY HIRE  | 862.80   |
| 8374 | 9/12/2019 | [4525] SHERLOCK RECORDS MGMT               | STORAGE SERVICE & BOX RETRIEVAL FOR AUGUST  | 120.20   |
| 8375 | 9/12/2019 | [6373] THATCHER COMPANY, INC.              | 3 TOTE DEPOSIT REFUND, 330 G TOTE SANI CHLOR 12.5 & CONTAINER DEPOSIT, 330 G TOTE<br>SANI CHLOR 12.5 & CONTAINER DEPOSIT  | 1,358.46 |
| 8376 | 9/12/2019 | [4908] THE MITCHELL LAW FIRM, LLP          | LEGAL SERVICES FOR AUGUST 2019, LEGAL SERVICES FOR AUGUST 2019, LEGAL SERVICES<br>FOR AUGUST 2019   | 755.16   |
| 8377 | 9/12/2019 | [5918] EVIE L VALK                         | REIMBURSEMENT OF MEALS PER DIEM TO ATTEND WOMEN LEADERS IN LAW<br>ENFORCEMENT TRAINING  | 133.00   |
| 8378 | 9/12/2019 | [2481] VANTAGEPOINT TRANSFER AGENTS-304361 | RETIREMENT FOR PPE 8/30/19  | 6,494.06 |
| 8379 | 9/12/2019 | [2787] WYCKOFF'S                           | PVC PIPE, NIPPLES, THREADED CAPS, BUSHINGS, CHECK VALVE; MONSTER GLUE; TOILET<br>FLUSH LEVER  | 71.77    |
| 8380 | 9/12/2019 | [5360] XYLEM WATER SOLUTIONS USA, INC.     | REPAIRS TO SUBMERSIBLE PUMP AT IRRIGATION FIELD   | 3,854.10 |
| 8381 | 9/18/2019 | [2237] BANK OF AMERICA BUSINESS CARD       | FEDEX - PRINTING FOR DANCO PROJECT POSTCARDS, COSTCO - STORAGE BOXES; COFFEE;<br>BOWL CLEANER; POST-IT NOTES, FEDEX - PRINTING FOR DANCO PROJECT FLYERS, CA<br>POLICE CHIEFS ASSOC - WOMEN LEADERS IN LAW ENFORCEMENT TRAINING, STATEWIDE<br>TRAFFIC, SAFETY & SIGNS - SIX 2-1/4 12GA X 30" POSTS, CVS PHARMACY - 32GB USB CD'S,<br>BLICK ART MATERIALS - FADELESS PAPER FOR CITY HALL BULLETIN BOARD, AMAZON -<br>MONEY DETECTOR W/UV COUNTERFEIT DETECTION, AMAZON - PACK OF 24 TABLE<br>SKIRTING CLIPS,AMAZON - ASURION 3 YR WARRANTY ON KOLIBRI MONEY COUNTER<br>MACHINE, AMAZON - KOLIBRI BANK GRADE MIXED DENOMINATION MONEY COUNTER<br>MACHINE, USPS - EVERY DOOR DIRECT DANCO PROJECT MAILING, ADOBE PRO DC<br>MONTHLY SUBSCRIPTION ,AMAZON - FABRIC SWATCHS, 7' BOX PLEAT BLACK POLYESTER<br>TABLE SKIRT, SMARTSIGN - TWO 3'X5' CUSTOM MATS WITH CITY LOGO | 3,631.31 |
| 8382 | 9/18/2019 | [2411] DEARBORN NATIONAL LIFE INSURANCE    | LIFE INSURANCE FOR OCTOBER 2019   | 352.87   |
| 8383 | 9/18/2019 | [5331] DHHS FISCAL SERVICES                | CRISIS INTERVENTION TEAM TRAINING   | 50.00    |

**City of Rio Dell**  
**Check Listing for City Council Meeting**

| Ref# | Date      | Vendor   | Description  | Amount    |
|------|-----------|--|--|-----------|
| 8384 | 9/18/2019 | [2452] HORIZON BUSINESS PRODUCTS                             | UPS PARCEL SHIPPING  | 135.07    |
| 8385 | 9/18/2019 | [2691] HUMBOLDT SENIOR RESOURCE CENTER/ADULT DAY HEALTH, INC | TRANSPORTATION FUNDS FY 2019/20  | 6,500.00  |
| 8386 | 9/18/2019 | [5942] KEENAN & ASSOCIATES                                   | HEALTH INSURANCE FOR OCTOBER 2019  | 19,062.40 |
| 8387 | 9/18/2019 | [3006] MISSION LINEN SUPPLY, INC                             | PUBLIC WORKS SHIRTS WITH NAME & CITY LOGO  | 38.92     |
| 8388 | 9/18/2019 | [3287] NORTH COAST UNIFIED AQMD                              | ANNUAL RENEWAL FEE; AIR TOXICS FEE; AIR MONITORING FEE; GREENHOUSE GAS & SURCHARGE FEE   | 814.30    |
| 8389 | 9/18/2019 | [4393] NYLEX.net. Inc.                                       | ACCUFUND SOFTWARE & DATABASE UPGRADE, MOUNT CUSTOMER PROVIDED ROUTER & SWITCH TO BACKBOARD IN MDF CB   | 496.95    |
| 8390 | 9/18/2019 | [2603] PG&E  | UTILITY EXPENSES FOR AUGUST 2019   | 21,752.03 |
| 8391 | 9/18/2019 | [6561] ZACHERY S RICHARDSON                                  | CLOTHING ALLOWANCE REIMBURSEMENT FOR WORK BOOTS  | 195.25    |
| 8392 | 9/18/2019 | [3755] SEQUOIA PERSONNEL SERVICE                             | FISCAL ASSISTANT I/II TEMPORARY HIRE   | 690.24    |
| 8393 | 9/18/2019 | [2693] SHELTON'S AUTO LUBE                                   | FULL OIL CHANGE SERVICE FOR 2018 FORD INTERCEPTOR  | 55.59     |
| 8394 | 9/18/2019 | [6672] WEX BANK  | PD FUEL EXPENSES FOR AUGUST 2019, PW FUEL EXPENSES FOR AUGUST 2019, ADMIN CAR FUEL EXPENSES FOR AUGUST 2019, PD FUEL EXPENSES FOR SEPTEMBER 2019                     | 3,060.21  |
| 8395 | 9/18/2019 | [2779] WILDWOOD SAW  | CHAINSAW & EDGER BLADES  | 86.00     |
| 8396 | 9/25/2019 | [2303] COAST CENTRAL CREDIT UNION                            | POA DUES FOR PPE 9/13/19   | 150.00    |
| 8397 | 9/25/2019 | [2393] FASTENAL COMPANY                                      | MISC CLAMPS, CAP SCREWS & NUTS   | 82.17     |
| 8398 | 9/25/2019 | [2405] FORTUNA ACE HARDWARE                                  | COMPRESSION CAP, TWO BRASS SWEEPER NOZZLES; FOUR SMARTFLO CONTRACTOR HOSES, TANK LEVER EURO CHROME   | 258.68    |
| 8399 | 9/25/2019 | [6486] GREEN TO GOLD ENTERPRISES LLC                         | 4 EA 19 OZ WASP & HORNET KILLER  | 25.40     |
| 8400 | 9/25/2019 | [2750] HD Supply Facility Maintenance DBA: USA               | REPLACEMENT CAP FOR LDO101,TUBING KIT (NEW) FOR CL17   | 349.49    |
| 8401 | 9/25/2019 | [3006] MISSION LINEN SUPPLY, INC                             | MAINTENANCE & LAUNDRER UTILITY WORKERS SHIRTS  | 41.97     |
| 8402 | 9/25/2019 | [4393] NYLEX.net. Inc.                                       | SET UP NEW LAPTOP & BATTERY BACKUPS  | 420.00    |
| 8403 | 9/25/2019 | [5053] PACIFIC ECORISK                                       | CHRONIC TOXICITY TESTING(DILUTION SERIES)  | 1,765.00  |
| 8404 | 9/25/2019 | [4338] QUILL CORPORATION                                     | 2 PLY CASH REGISTER PRINT ROLLS; 1 BOX LEGAL FASTENER FOLDERS; 2 BOXES LETTER SIZE HANGING FILE FOLDERS, LASER CHECKS FOR ACCOUNTS PAYABLE & PAYROLL                 | 289.21    |
| 8405 | 9/25/2019 | [3755] SEQUOIA PERSONNEL SERVICE                             | FISCAL ASSISTANT I/II TEMPORARY HIRE   | 862.80    |
| 8406 | 9/25/2019 | [2709] STAPLES DEPT. 00-04079109                             | INK PENS; 1 CASE COPY PAPER  | 40.98     |
| 8407 | 9/25/2019 | [2754] US CELLULAR   | MONTHLY SERVICE FOR SAFETY PHONE 9/8/19 - 10/7/19  | 59.59     |
| 8408 | 9/25/2019 | [2481] VANTAGEPOINT TRANSFER AGENTS-304361                   | RETIREMENT FOR PPE 9/13/19   | 6,518.30  |
| 8409 | 9/25/2019 | [5166] VSP-VISION SERVICE PLAN                               | VISION INSURANCE FOR OCTOBER 2019  | 373.07    |
| 8410 | 9/25/2019 | [2779] WILDWOOD SAW  | STIHL HT131 POLE SAW   | 1,094.43  |
| 8411 | 9/25/2019 | [2423] GEORGE'S GLASS, INC                                   | DIAMOND EDGE TRIMMER LINE; 4-5 GAL NO SPILL FUEL CANS; 6 PACK MIX OIL  | 812.41    |
| 8412 | 9/25/2019 | [6514] INTERWEST CONSULTING GROUP                            | REPLACED DAMAGED WINDSHIELD ON CITIZEN'S TRUCK DUE TO WEEDEATER PROFESSIONAL SERVICES FOR THE COTTAGES AT RIGBY (DANCO SUPPORTIVE HOUSING PROJECT) 5/13/19 - 5/22/19 | 640.00    |

**City of Rio Dell  
Check Listing for City Council Meeting**

| Ref#                         | Date      | Vendor                           | Description  | Amount            |
|------------------------------|-----------|----------------------------------|--|-------------------|
| 8413                         | 9/25/2019 | [4570] SHRED AWARE               | SHREDDING  | 70.00             |
| 8414                         | 9/25/2019 | [6825] SUDDENLINK                | PD & CITY HALL INTERNET SERVICES 9/1/19 - 9/30/19                        | 1,422.58          |
| 8415                         | 9/25/2019 | [2319] SUDDENLINK COMMUNICATIONS | PUBLIC WORKS INTERNET & CITY HALL/PD/ PW PHONE SERVICES 9/1/19 - 10/9/19 | 544.10            |
| 8416                         | 9/25/2019 | [5918] EVIE L VALK               | MILEAGE REIMBURSEMENT TO DELIVER EVIDENCE - NCTF3                        | 257.52            |
| 8417                         | 9/30/2019 | [2757] US POSTMASTER             | POSTAGE FOR UTILITY BILLING FOR THE MONTH OF SEPTEMBER 2019              | 355.60            |
| <b>Total Checks/Deposits</b> |           |                                  |  | <b>121,738.56</b> |

| Ref#                                | Date      | Vendor                    | Description                                     | Amount            |
|-------------------------------------|-----------|---------------------------|---|-------------------|
| 610-048                             | 9/09/2019 | ELECTRONIC FUNDS TRANSFER | EFT FOR EDD PAYROLL TAXES FOR PPE 08/30/2019    | -2237.57          |
| 4195714                             | 9/09/2019 | ELECTRONIC FUNDS TRANSFER | EFT FOR EFTPS PAYROLL TAXES FOR PPE 08/30/2019  | -12993.94         |
| 9424198                             | 9/16/2019 | WITHDRAWALS               | BANK ANALYSIS FEE FOR SEPTEMBER 2019            | -142.16           |
| 223430                              | 9/16/2019 | ELECTRONIC FUNDS TRANSFER | EFT FOR AFLAC INSURANCE FOR SEPTEMBER 2019      | -474.36           |
| 995333                              | 9/17/2019 | WITHDRAWALS               | DEPOSITED ITEM RETURNED                         | -195.98           |
| 425-216                             | 9/23/2019 | ELECTRONIC FUNDS TRANSFER | EFT FOR EDD PAYROLL TAXES FOR PPE 09/13/2019    | -2298.85          |
| 5338254                             | 9/23/2019 | ELECTRONIC FUNDS TRANSFER | EFT FOR EFTPS PAYROLL TAXES FOR PPE 09/13/2019. | -13284.26         |
| <b>Total EFT'S/Bank Withdrawals</b> |           |                           |   | <b>-31,627.12</b> |

| Ref#                                   | Date      | Vendor                                 | Description                                    | Amount               |
|--|-----------|--|--|----------------------|
| TRX TO PR                              | 9/4/2019  | TRANSFER FROM CHECK TO PAYROLL ACCOUNT | TRANSFER TO PAYROLL ACCOUNT FOR PPE 08/30/2019 | -32,623.95           |
| TRX TO LAIF                            | 9/10/2019 | TRANSFER FROM CHECK TO LAIF ACCOUNT    | TRANSFER TO LAIF MONEY MARKET ACCOUNT          | -1,500,000.00        |
| TRX TO PR                              | 9/17/2019 | TRANSFER FROM CHECK TO PAYROLL ACCOUNT | TRANSFER TO PAYROLL ACCOUNT FOR PPE 09/13/2019 | -33,185.16           |
| <b>Total Transfer Between Accounts</b> |           |  |  | <b>-1,565,809.11</b> |



## Staff Update – 2019-10-15

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### City Council

### City Manager

Attended Small Cities Organized Risk Effort (SCORE) meeting in Anderson on the 3<sup>rd</sup> and 4<sup>th</sup>.

Worked on ATP project bid

Worked on contract with G R Sundberg for Asphalt repair work on Belleview

Worked on Public Safety Power Shutoff prior to the event and during the event. Overall reaction from the City was excellent in response to this difficult and relatively sudden event. All credit goes to the Public Works crew, who stepped up to the plate and proactively solved problems as they arose. One generator at a lift station failed within the first few hours of the event. Staff was able to secure a rental generator from Wendt Construction on short notice and there was no negative impact from this equipment failure. Staff are discussing how to better prepare the city for the next PSPS event. Replacement of existing power generators, fuel supply and type of supply are being reviewed.

### City Clerk

Processed six (6) Building Permit Applications:

- 1) 250 Northwestern Ave. – Modular Processing Unit
- 2) 250 Northwestern Ave. – 3 Containers for Temporary Lab Space
- 3) 775 Northwestern Ave. – Storage of Fill Material
- 4) 1525 Rio Vista Lane – Manufactured Home and Metal Shop
- 5) 116 Dixie St. – Re-Roof Residence
- 6) 571 Second Ave. – Re-Roof Residence

Processed two (2) Encroachment Permit Applications:

- 1) PG&E – Two new poles on Rigby Ave.
- 2) Glenn White, PMD, Inc. – curb, gutter, sidewalk and paving  
250 Northwestern Ave.

Processed one (1) Business License:

- 1) Asbury Restoration – Residential Repairs





Submitted Monthly CHF/CIRB Building Activity Report  
Submitted Quarterly Seismic Report  
Submitted Quarterly SB 1186 Report (Disability Access Fee Report)  
Submitted Quarterly AB 1473 (California Building Standards Fee Report)  
Prepared Minutes from the September 24, 2019 Planning Commission meeting

**City Attorney**

**Human Resources, Risk & Training**

**Finance Department**

**Public Works Water**

**Public Works Wastewater**

**Public Works Streets, Buildings and Grounds**

**Public Works City Engineer**

**Public Works Capital Projects**

**Police Department**

The Department had the following statistics for the period of September 25, 2019 to October 8, 2019. This period of time saw a slightly above average number of calls for service, a slightly above average number of reports and a significantly higher number of arrests. Many of the arrests, however, were less serious traffic offenses. The homicide investigation continues to consume most of Sergeant Beauchaine and Chief Conner's time during this reporting period.

| Officer             | Calls for Service | Reports       | Arrests      |
|---------------------|-------------------|---------------|--------------|
| Conner              | 14                | 1             | 0            |
| Beauchaine          | 1                 | 1             | 1            |
| Carnahan            | 6                 | 4             | 3            |
| Landry              | 29                | 13            | 9            |
| Mitchell            | 25                | 6             | 2            |
| Valk                | 15                | 2             | 0            |
| Fielder             | 0                 | 0             | 0            |
| Totals              | 92 (2 unassigned) | 27            | 15           |
| Averages            | 6.6 per day       | 13.5 per week | 7.5 per week |
| 2018 Yearly Average | 5.1 per day       | 10.6 per week | 3.6 per week |

During the period of September 25, 2019 to October 8, 2019, there were twelve calls for service related to animal control issues. Three kittens were transported to Miranda's Rescue during this reporting period. Officer Mitchell was requested to assist with a skunk, which had its head stuck in a bottle.



Officer Mitchell held the skunk while the person who had called broke the bottle with a wrench. The skunk then scampered away without dousing his rescuers with an odorous spray.

Sergeant Beauchaine and Chief Conner continued to work on the investigation of the murder of Johnny Renfro. The returns from several phone warrants have been received and analyzed. This has led to the production of additional warrants for new phone numbers. In addition, Google has finally provided the return on two geo-fence warrants that, when analyzed, will hopefully place the phone belonging to the shooter at the scene of the crime as well as where he dropped his vehicle. This should be the final evidence necessary to seek an arrest warrant for the suspect.

On October 4, 2019, Officer Landry responded three times to a house on Berkeley Street where loud music was being played late at night. She, and other officers, have responded to this same location numerous times in the past for the same complaint. On the first two occasions, the music had been turned down by the time she arrived. However, on the third visit, she advised dispatch of her call by phone and parked near where the numerous complaining parties lived. The thump of the offending bass was clearly audible. She approached the house on foot and was surprised when a woman answered the door. The music was very loud. When the main occupant of the house realized that the police were present, he turned the music down, but refused to exit his room or speak rationally with Officer Landry. On October 6, 2019, Officer Landry saw the same man on Wildwood. She took him into custody for disturbing the peace without incident. He was transported to the jail. He was released within a few hours, but hopefully, a message was delivered.

### **Code Enforcement**

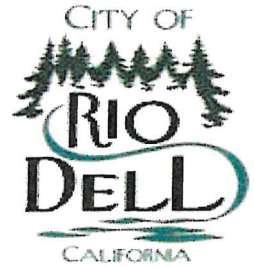
During the period of September 25, 2019 to October 8, 2019, the Department opened one new junk vehicle cases and closed two. Both vehicles were towed by the City. There were four open cases at the end of the time period that this report covers.

During the period of September 25, 2019 to October 8, 2019, the Department opened two new code enforcement cases. One case dealt with illegal dumping and the other with solid waste, substandard housing, and construction without permits. Notices to Correct were sent to both property owners. During the same time period, the Department did not close any cases. There are currently 53 open cases.

### **Community Development Department**

#### **Intergovernmental**

#### **Humboldt-Rio Dell Business Park**



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*Rio Dell City Hall  
675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
cityofriodell.ca.gov*

October 15, 2019

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion and Possible Action on Letter and Council Position Related to Monument Road Agreement with County of Humboldt.

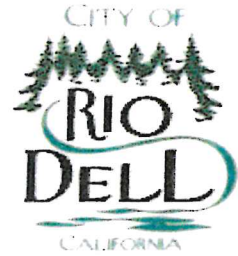
IT IS RECOMMENDED THAT THE CITY COUNCIL:

Provide direction to staff if needed.

BACKGROUND AND DISCUSSION

The City Manager will provide a brief update on the letter issued to Supervisor Fennell regarding a proposed Monument Road Agreement.

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October 2, 2019

Supervisor Estelle Fennell  
Board of Supervisors  
County of Humboldt  
825 5<sup>th</sup> Street, Room 111  
Eureka, CA 95501

**RE: Road Rehabilitation Agreement Related to Wind Energy Project**

Dear Supervisor Fennell,

As you know, the windmill project, as proposed by Terra Gen, will have an impact upon the citizens of Rio Dell. We have listed those concerns in our response to the project's draft Environmental Impact Report (EIR). At this point in time no final EIR has been issued or made available to the City for review.

For the County, this project has been represented as a windfall in terms of tax revenue. An April 15, 2019 article on the Lost Coast Outpost states:

*"Humboldt County First District Supervisor Rex Bohn has touted the financial benefits to the county, as well. Officials with the company say the project would provide up to 300 jobs during construction and 15 permanent jobs while generating millions of dollars in tax revenue, including \$76 million in property taxes and nearly \$8 million in sales taxes over the life of the project."*

The County stands to make tremendous gains in revenue with no explicit commitment that any of these funds will provide a direct benefit to those in the immediate vicinity; this includes area residents in both the unincorporated area of the project and also those within the city limits of Rio Dell. Therefore we propose the following solution:

We propose that the County and the City enter into a Road Rehabilitation Agreement related to Monument Road, which traverses both the unincorporated county and incorporated city. As its first priority for the use of the above referenced project revenue (estimated at \$84 million), the Board of Supervisors, through the agreement, would prioritize the rehabilitation of Monument Road from the Dinsmore Plateau to the city limits of Rio Dell. The agreement would then also commit, as part of the agreement's first priority for the project's revenue, the rehabilitation of

Monument Road from the City limits of Rio Dell to its convergence with Redwood Avenue, approximately 900 feet from the city limits and within the boundaries of the City. The project would include the removal and replacement of subgrade materials, drainage and retaining walls. This section of road primarily serves residents in the unincorporated County. The County would then be responsible for the maintenance of the rehabilitated roadway.


This section of road is also in extremely poor condition and represents a significant liability to both the city and the county. The approximate length of the project would be 2,800 feet, with 32 percent of the total project area within the city limits of Rio Dell. A portion of the roadway is currently being reconstructed using FEMA funding, and it is only a matter of time before other sections fail. It is time that this section of roadway be addressed and now is the time to do it.

Some may argue that Terra-Gen has no plans to use Monument Road, and therefore no rehabilitation is necessary. We disagree. Regardless of Terra-Gen's proposed use or disuse of Monument Road, the condition of the roadway demands corrective action. This is both vital as a connective road for many residents in the unincorporated County; as well as vital for everyone in emergency and disaster response efforts such as ambulances and fire trucks that will be compelled to take the shortest route to any emergency.

Despite Terra-Gen's stated intention to not use Monument Road, it will be the shortest and quickest route to the project site for third party contractors and site visitors over the expected thirty-year lifespan of the project. To expect that there will be no use of the road is unreasonable. The road has already been used for this project to conduct wildlife studies, site tours and mobilization of heavy equipment for meteorological towers. There is every reason to believe it will continue to be used in some capacity for the project well into the future.

The City believes the road improvements would be a win-win for both the City and County – using only a small portion of tax revenue from the project to provide at least some level of benefit for those most affected by these wind towers. We ask that you bring this proposal to the full Board as soon as possible to gauge the Board's willingness to enter into such an agreement.

Sincerely,



Debra Garnes, Mayor  
City of Rio Dell

Cc: Humboldt County Board of Supervisors



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Rio Dell, CA 95562  
(707) 764-3532  
cityofriodell.ca.gov*

October 15, 2019

TO: Rio Dell City Council  
FROM: Kyle Knopp, City Manager  
SUBJECT: Discussion and Possible Action on Financial Contribution to the Chamber of Commerce

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Provide direction to staff:

- Direct staff to return to the Council with a budget adjustment in the Amount of \$3,500 for holiday decorations; and, further clarify specifically in the motion what the funds can be used for if expanding the scope from holiday decorations.
- Provide alternate direction.

Or, take no action.

BACKGROUND AND DISCUSSION

Councilmember Wilson requested and the Council concurred that an item be placed on the agenda to discuss a verbal request for funding from the Chamber of Commerce for Christmas lighting, a mural and other undefined items.

In 2015, the city provided a \$200 donation for Christmas decoration to the Chamber of Commerce. In 2017 and 2018 the city budgeted \$1,500 annually for reimbursements to the Chamber of Commerce for holiday decorations. In the 2019-20 Annual budget, the City Council budgeted \$1,500 to continue the holiday decorations reimbursement. Prior to 2015, the City provided no funds for holiday decorations to the Chamber of Commerce according to records going back to 2004.

Article XVI, § 6 of the California Constitution prohibits a gift of public funds from a City to any person or entity, private or public. Public funds are not limited to money but include any “thing of value”. This includes, but is not limited to, making of gifts, pledging of credit, payment of liabilities, and use of City resources (such as office equipment).

The prohibition against the gifting of public funds does not preclude expenditures

and disbursement for public purposes even if a private person incidentally benefits. (*Redevelopment Agency v. Shepard*, (1977) 75 Cal.App.3d 453, 457.) The determination of a public purpose lies with the legislative body and has been liberally construed by the courts. (*County of Alameda v. Janssen* (1940) 16 Cal.2d 276, 281.)

Beginning in 2017 with the Chamber's request for additional commitments from the City Council for holiday decorations, and the Council's commitment of funds for such purposes, the City has required that receipts be provided in order to claim reimbursement and the Chamber has provided those receipts. This arrangement is necessary in order to stay within legal boundaries.

For the current fiscal year, the City has budgeted \$1,500 for holiday decorations in coordination with the Chamber of Commerce. An increase beyond this level will require a budget adjustment. City staff will need clear direction from the Council about any changes to what will be considered reimbursable should the council decide it wants to fund items outside of the scope of holiday decorations.

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