

**FIRST AMENDMENT
MEASURE Z MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CITY OF FORTUNA
FOR FISCAL YEAR 2020-2021**

This First Amendment to the Measure Z Memorandum of Understanding dated October 29, 2020, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the City of Fortuna, a municipal corporation, hereinafter referred to as "CITY," is entered into this 18 day of March, 2021.

WHEREAS, on October 29, 2020, COUNTY and CITY entered into a Memorandum of Understanding for the purpose of paying the costs and expenses associated with assigning one (1) full-time equivalent police officer to the Humboldt County Drug Task Force and one (1) full-time equivalent school resource officer to the elementary and high schools located within the Eel River Valley area of Humboldt County; and

WHEREAS, the parties now desire to amend certain provisions of the Memorandum of Understanding in order to increase the maximum amount payable thereunder.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. The first paragraph of the Memorandum of Understanding is hereby amended to read as follows:

"This Memorandum of Understanding ("MOU"), entered into this 29th day of October, 2020, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the City of Fortuna, a municipal corporation, hereinafter referred to as "CITY," is made upon the following considerations:"

2. Section 1 – County Obligations of the Memorandum of Understanding is hereby amended to read as follows:

1. COUNTY OBLIGATIONS:

- A. Payment for Drug Enforcement Services. COUNTY will provide CITY with an amount not to exceed One Hundred Sixty-Two Thousand Four Hundred Thirty-Five Dollars (\$162,435.00) for the purpose of paying the costs and expenses associated with assigning one (1) full-time equivalent police officer to the Humboldt County Drug Task Force.

- B. Payment for Truancy and School Safety Services. COUNTY will provide CITY with an amount not to exceed One Hundred Sixty-Two Thousand Four Hundred Thirty-Five Dollars (\$162,435.00) for the purpose of paying the costs and expenses associated with assigning one (1) full-time equivalent school resource officer to the elementary and high schools located within the Eel River Valley area of Humboldt County.

3. Section 5 – Compensation of the Memorandum of Understanding is hereby amended to read as follows:

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all costs and expenses incurred pursuant to the terms and conditions of this MOU is Three Hundred Twenty-Four Thousand Eight Hundred Seventy Dollars (\$324,870.00). 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 set forth herein shall not be incurred by CITY, or compensated by COUNTY, without COUNTY's prior written authorization. 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.

- 4. The Memorandum of Understanding is hereby amended to delete Exhibit E – Schedule of Rates (“Exhibit E”), and replace it in its entirety with the modified version of Exhibit E that is attached and hereto incorporated herein by reference as if set forth in full. The modified version of Exhibit E attached hereto shall supersede any and all prior versions thereof as of the effective date of this First Amendment.
- 5. Except as modified herein, the Memorandum of Understanding dated October 29, 2020, shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Memorandum of Understanding, the provisions of this First Amendment shall govern.

[Signatures on Following Page]

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

CITY OF FORTUNA:

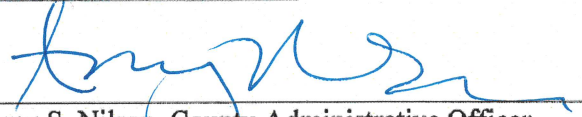
By:  _____

Date: 03/15/2021

Name: CASEY J. DAY

Title: Chief of Police


COUNTY OF HUMBOLDT:

By:  _____

Date: 3/18/21

Amy S. Nilsen, County Administrative Officer
(Pursuant to the authority granted by the Humboldt
County Board of Supervisors on November 19, 2019
[Item H-2])

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  _____
Risk Management

Date: 03/17/2021

LIST OF EXHIBITS:

Exhibit E – Schedule of Rates