

## **SETTLEMENT PROPOSAL**

This SETTLEMENT PROPOSAL (“Proposal”) is made and entered into between the City of Eureka, (hereinafter referred to as “CITY”), and Humboldt Area Center for Harm Reduction (referred to as “HACHR”) collectively referred to as “Parties” with regard to this matter.

### **NATURE AND EFFECT OF AGREEMENT**

1. This Proposal consists of terms and conditions being considered by the Parties with regard to the below-described dispute. It is intended to serve as a mutually-acceptable agreement as to terms and conditions to be submitted to each Party’s respective controlling authority, for further consideration and approval. This Proposal is advisory, and is not binding on either party until adopted by their controlling authorities.

### **NATURE AND STATUS OF DISPUTE**

2. A dispute exists between the parties concerning the operation of the Humboldt Area Center for Harm Reduction facility in the City of Eureka. Mediation of the dispute took place on November 6, 2020 before Thomas N. Andrews, Mediator. This proposal was developed through negotiations at that mediation on the terms stated below.

### **PROPOSAL**

3. Upon acceptance and approval of the terms of this Agreement, directly or as may be modified by the HACHR and CITY authorities, the following shall be initiated:

A. HACHR shall install a security fence surrounding the HACHR facility located at 1522 3<sup>rd</sup> Street, Eureka, CA (hereinafter referred to as the “FACILITY”).

B. HACHR shall retain and deploy the services of a person to serve as a monitor of the FACILITY and immediate vicinity during normal business hours. The Monitor is to manage the FACILITY and immediate surrounding area to the best of their ability,

in order to deter inappropriate activities.

C. Immediately upon acceptance of this Proposal by the controlling authorities, CITY and HACHR shall initiate the appropriate steps to obtain approval in accordance with the requirements of the California Environmental Quality Act (“CEQA.”) Upon satisfaction of such requirements, CITY shall proceed to seek approval of municipal legislation concerning Harm Reduction Programs within the City Limits.

D. Upon approval of the CITY’s municipal regulation:

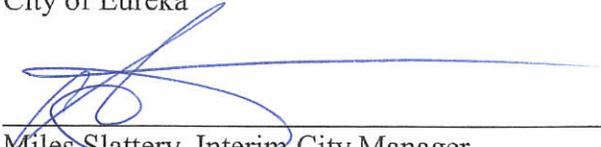
1. HACHR shall modify its “Harm Reduction Services” to perform “SSP” services only by mobile delivery, as noted below, and not at the FACILITY. The Parties shall cooperate to provide funding, in an amount that shall not exceed the cost of \$40,000, for the purchase of an appropriate vehicle for HACHR, preferably a van of suitable size, for such operations.
2. CITY shall assist in the determination of CEQA-qualified locations where such services are to be provided, in cooperation with HACHR. Unless otherwise agreed, this approval process should be completed on or before June 1, 2021.
3. CITY shall retain a mutually-acceptable consultant to conduct reviews of HACHR’s Harm Reduction Program. The nature and extent of such reviews shall be mutually determined by the Parties.

E. Beginning January 1, 2021, HACHR shall begin compiling information to be submitted in quarterly reports to CITY, and presented at meetings of the City Council.

F. Any municipal regulation approved by the CITY with regard to Harm Reduction  
PServices shall be general in nature, and not be specific to any participation by ~~to~~ <sup>to</sup>  
HACHR. MS VS

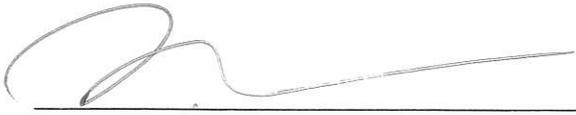
City of Eureka

Date: 11-6-20

  
\_\_\_\_\_  
Miles Slattery, Interim City Manager

Humboldt Area Center for Harm Reduction (HACHR)

Date: 11/6/2020

  
\_\_\_\_\_  
Lasara Firefox Allen, Administrative Executive Director

**Amendment No. 1**

**CITY OF EUREKA and HUMBOLDT AREA CENTER FOR HARM REDUCTION**

**SETTLEMENT PROPOSAL**

**DATED NOVEMBER 6, 2020**

WITNESSETH

WHEREAS, City of Eureka and Humboldt Area Center for Harm Reduction have agreed on a Settlement Proposal ("Proposal") dated November 6, 2020;

WHEREAS, the parties wish to amend the Proposal,

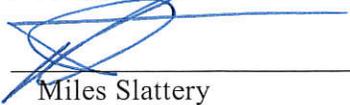
NOW, THEREFORE, it is mutually agreed as follows:

Section D. Upon approval of the CITY's municipal regulation: is hereby amended to add Subsection D 4. Six months following initiation of mobile-only SSP services HACHR will conduct a thorough program evaluation to assess effectiveness, impact and sustainability. Evaluation of findings will be shared with the CITY for review. Additionally, the CITY will assess the community benefit from mobile-only SSP and share findings with HACHR for review. The combined evidence-based findings will be used to assess the effectiveness of current action plans and make any necessary adjustments to better support the community and populations served.

Except as expressly modified by this Third Amendment to the Agreement, each and all terms and conditions of the Agreement and previous amendments shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this document on November 23, 2020.

CITY OF EUREKA:

By:   
Miles Slattery  
Interim City Manager

Dated: 11-23-20

HUMBOLDT AREA CENTER FOR HARM  
REDUCTION:

By: \_\_\_\_\_  
Lasara Firefox Allen  
Administrative Executive Director

Dated: \_\_\_\_\_