

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF HUMBOLDT
AND
CITY OF TRINIDAD
FOR FISCAL YEAR 2018-2019**

This Memorandum of Understanding ("MOU"), entered into this 4 day of December, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the City of Trinidad, a municipal corporation, hereinafter referred to as "CITY," is made upon the following considerations:

WHEREAS, California Government Code Section 26227 provides that the board of supervisors of any county may appropriate and expend money from the county's general fund to finance programs deemed to be necessary to meet the social needs of the population of the county, including, but not limited to, the areas of health, law enforcement and public safety; and

WHEREAS, COUNTY placed a one-half (.5) cent local sales and use tax measure, known as "Measure Z," on the November 2014 ballot to maintain and improve essential services; and

WHEREAS, Measure Z was passed by the voters of Humboldt County on November 4, 2014 and became operative on April 1, 2015; and

WHEREAS, due to the passage of Measure Z, COUNTY has additional funding to maintain and improve essential services, including, without limitation: law enforcement services; emergency response services; illegal marijuana cultivation enforcement and prevention; child abuse enforcement and prevention; crime investigation and prosecution; substance abuse rehabilitation; mental health treatment; rural fire protection, road repairs; and other necessary services relating to the areas of health, law enforcement and public safety; and

WHEREAS, COUNTY created a nine (9) member Citizens Advisory Committee to review Measure Z funding applications and make recommendations to the Humboldt County Board of Supervisors; and

WHEREAS, on or about February 22, 2018, CITY submitted a Measure Z application to the Citizens' Advisory Committee requesting an allocation in the amount of One Hundred Sixty-Two Thousand Six Hundred Eighty-Five Dollars (\$162,685.00) for the purpose of contracting with the Humboldt County Sheriff's Office ("HCSO") to fund one (1) full-time equivalent ("FTE") Deputy Sheriff position, which is attached hereto as Exhibit A – Application for Measure Z Funding – and incorporated herein by reference; and

WHEREAS, on June 26, 2018, the Humboldt County Board of Supervisors approved the Measure Z application submitted by CITY in the amount of Seventy-Five Thousand Dollars (\$75,000.00) through June 30, 2019; and

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

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

1. COUNTY OBLIGATIONS:

COUNTY will provide CITY with an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00) for the purpose contracting with HCSO to fund a one-half (.5) FTE Deputy Sheriff position.

2. CITY OBLIGATIONS:

- A. General Requirements. CITY will contract with the HCSO to fund a one-half (.5) FTE Deputy Sheriff position in order to allow for additional coverage within the City of Trinidad during times when such coverage is not otherwise available.
- B. Quarterly and Final Reports. CITY will provide quarterly and final reports to COUNTY as set forth in Exhibit B – Quarterly and Final Summary Reports – which is attached hereto and incorporated herein by reference. Any and all quarterly and final reports required hereunder shall be prepared using COUNTY’s standard Measure Z report form, which is attached hereto as Exhibit C – Quarterly and Final Report Form – and incorporated herein by reference.
- C. Social Media. CITY will post summaries of the information contained in the quarterly and final reports submitted pursuant to the terms and conditions of this MOU on CITY-maintained social media accounts as set forth in Exhibit D – Social Media Reporting Requirements – which is attached hereto and incorporated herein by reference. For purposes of this MOU, social media includes, but is not limited to, Facebook, Twitter, Instagram and Snapchat.
- D. Recognition of Measure Z Funding. CITY shall cooperate with COUNTY efforts to recognize Measure Z funding. Such recognition may take the form of press releases, photos and adhesives to equipment.

3. TERM:

This MOU shall begin on July 1, 2018 and shall remain in full force and effect until June 30, 2019, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CITY fails to adequately fulfill its obligations hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this MOU, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this MOU immediately, upon notice.
- B. Without Cause. COUNTY may terminate this MOU without cause upon thirty (30) days advance written notice to CITY. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY’s obligations under this MOU are contingent upon the availability of local funding resulting from the sales and use tax established by Measure Z. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide CITY seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.

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

5. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for costs and expenses incurred pursuant to the terms and conditions of this MOU is Seventy-Five Thousand Dollars (\$75,000.00). CITY agrees to perform all of its obligations hereunder for an amount not to exceed such maximum dollar amount. However, if the allocation of local funding resulting from the sales and use tax established by Measure Z is reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder, or terminate this MOU as provided herein.

B. Schedule of Rates. CITY shall set forth the specific rates and costs applicable to this MOU using COUNTY's standard Measure Z budget form, which is attached hereto as Exhibit E – Schedule of Rates – and incorporated herein by reference.

C. Additional Costs and Expenses. Any additional costs and expenses not otherwise provided for herein shall not be incurred by CITY, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CITY. CITY shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CITY estimates that the maximum payable amount will be reached.

6. PAYMENT:

CITY shall submit to COUNTY quarterly invoices itemizing all costs and expenses incurred, pursuant to the terms and conditions of this MOU. Invoices shall be in the format set forth in Exhibit F – Measure Z Invoice Form – which is attached hereto and incorporated herein by reference. CITY shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination date of this MOU. Payment for the costs and expenses incurred pursuant to the terms and conditions of this MOU will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CITY shall be sent to COUNTY at the following address:

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

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Administrative Office
Attention: Amy S. Nilsen, County Administrative Officer
825 Fifth Street, Room 112
Eureka, California 95501

CITY: City of Trinidad
Attention: Daniel Berman, City Manager
P.O. Box 390
Trinidad, California 95570

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 costs and expenses incurred, pursuant to the terms and conditions of this MOU.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CITY, and its subcontractors, related to the costs and expenses incurred pursuant to the terms and conditions of this MOU, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. CITY hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CITY further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this MOU, including, but not limited to, the costs of administering this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions related to the costs and expenses incurred pursuant to the terms and conditions of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of such audit. If the allowable expenditures cannot be determined because CITY's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CITY agrees that COUNTY has the right to monitor all activities related to this MOU, including, without limitation, the right to review and monitor CITY's records, programs or procedures, at any time, as well as the overall operation of CITY's programs, in order to ensure compliance with the terms and conditions of this MOU. CITY will cooperate with a corrective action plan, if deficiencies in CITY's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of CITY's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, CITY may receive information that is confidential under local, state or federal law. CITY hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations, and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, CITY, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age (over forty (40) years of age); sex, including, 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 local, state or federal laws or regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CITY further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission

implementing California Government Code Section 12990, set forth in Sections 8101, et seq. of Title 2 of the California Code of Regulations are incorporated into this MOU by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this MOU, CITY certifies that it is not a Nuclear Weapons Contractor, in that CITY is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CITY agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if CITY subsequently becomes a Nuclear Weapons Contractor.

13. INDEMNIFICATION:

A. 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 AND LIABILITY REQUIREMENTS:

A. General Insurance Requirements. Without limiting CITY's indemnification obligations provided for herein, each party shall procure and maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance and workers' compensation policies.

B. Waiver of Subrogation Rights. COUNTY shall provide an endorsement from its insurer or self-insured pool waiving its rights to subrogate against CITY and its officials, officers, employees and volunteers for all workers' compensation claims, injuries or illness arising from the performance of this MOU.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this MOU shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

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

CITY: City of Trinidad
Attention: Daniel Berman, City Manager
P.O. Box 390
Trinidad, California 95570

15. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that CITY shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CITY shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

16. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

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

17. PROVISIONS REQUIRED BY LAW:

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

18. REFERENCE TO LAWS AND RULES:

In the event any law, regulation 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. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU. In no event shall any payment by COUNTY constitute a waiver of any breach of this MOU or any default which may then exist on the part of CITY. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CITY shall promptly refund, any funds disbursed to CITY, which COUNTY determines were not expended in accordance with the terms of this MOU.

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21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by either party in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

23. STANDARD OF PRACTICE:

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

24. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this MOU prepared and/or submitted by CITY shall become the property of COUNTY. However, CITY may retain copies of such documents and information for its records. In the event this MOU is terminated, for any reason whatsoever, CITY shall promptly turn over all such information, writings and documents to COUNTY without exception or reservation.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

26. AMENDMENT:

This MOU may be amended at any time during the term hereof 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 both parties hereto.

27. JURISDICTION AND VENUE:

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

28. ADVERTISING AND MEDIA RELEASE:

All informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio,

newspapers and internet. COUNTY shall provide to CITY suggested language, and a Measure Z Logo, for all press releases. In addition, CITY shall inform COUNTY of all requests for interviews by media related to this MOU before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Humboldt County Administrative Officer.

29. SURVIVAL:

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

30. 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, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

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.

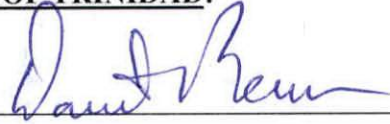
35. AUTHORITY TO EXECUTE:

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.

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

CITY OF TRINIDAD:


By: 

Date: 10/1/2018

Name: Daniel Berman

Title: City Manager

COUNTY OF HUMBOLDT:

By: 
Ryan Sundberg
Chair, Humboldt County Board of Supervisors

Date: 12/4/18

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 11/20/18

LIST OF EXHIBITS:

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



CITIZENS' ADVISORY COMMITTEE ON MEASURE Z EXPENDITURES

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

APPLICATION FOR FUNDING

RECEIVED
FEB 22 2018
CAO

Agency Name: City of Trinidad

Mailing Address: 409 Trinity St. Trinidad CA 95570

Contact Person: Daniel Berman

Title: City Manager

Telephone: 707-677-3876

E-mail address: citymanager@trinidad.ca.gov

1. AMOUNT OF MEASURE Z FUNDING REQUESTED FOR FY 2018-19: \$ 162,685

2. ENTITY TYPE –Please check appropriate box.

- Humboldt County Department
- Contract Service Provider to Humboldt County
- Local Government Entity
- Private Service Provider
- Non-Profit Service Provider
- Other
-

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

The City of Trinidad is requesting funding to support a full time deputy sheriff law enforcement position. Trinidad contracts with the Humboldt County Sheriff's Office (HCSO) for law enforcement services. The City can support one full time deputy sheriff, who works four days a week. We are using current Measure Z funding to support an additional half time deputy sheriff (split between Trinidad and Blue Lake) to cover another two days a week. This request, if fully funded, would replace the half time deputy with a second full time deputy, so that we would have a dedicated peace officer in the Trinidad area seven days a week. Trinidad deputies serve the greater Trinidad area from Westhaven to Patrick's Point. Having an assigned peace officer centered in Trinidad seven days a week will benefit not just the City but the surrounding unincorporated area as well, and will significantly relieve demands on the McKinleyville Sheriff's substation.

4. *Measure Z* funding is scheduled to “sunset” in 2020. How are you developing a plan for sustainability, including diversification of funding sources, in order for your proposal to carry on without reliance on future *Measure Z* funds?

Trinidad, like the County and other local Cities, will need to continue to make tough budgeting decisions about how to allocate our general fund revenue, and how much to spend on public safety. The City's voter approved sales tax was just renewed, insuring that we can at least sustain our one locally funded deputy for the foreseeable future. Transient occupancy tax has been an increasing revenue source for the City, and the City can consider increasing our TOT rate, as some other local cities have done.

If we are successful in this application and the community experiences the benefits of having a second deputy, it should increase community support for allocating greater funding to public safety, and for the measures necessary to pay for that increased funding. We will continue to aggressively pursue outside grant funding, but those opportunities, including this *Measure Z* funding, will always be of limited duration.

The City is in discussions with the Trinidad Rancheria about the potential to share some public safety costs in the future, and that could help sustain an additional deputy beyond the *Measure Z* funding.

5. If this request is for the continuation, or expansion, of an existing program/service, what is the current source of funding for that program/service?

Trinidad currently relies on local general fund revenue, the state COPS program, and an existing *Measure Z* grant to support one full time deputy and one half time deputy. The COPS grant and the General Fund are relatively stable, while the *Measure Z* funding requires annual discretionary approval from the County. We receive a fixed minimum COPS allocation, usually with no CPI adjustment, so that source is slowly falling in real dollar terms. Our GF revenue is composed primarily of property and sales tax, transient occupancy tax, and a voter approved add onto our city sales tax. GF revenue is variable, but has been increasing slightly faster than inflation in recent years, helped by the recovery of property values and increasing tourism.

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

The City will continue to pursue grant funding for public safety from all available sources. Community organizations including the Lions Club and Trinidad Memorial Civic Club have consistently supported our public safety efforts with both donations and volunteerism. The Trinidad Rancheria is interested in increasing their law enforcement efforts, possibly in partnership with the City. Having two full time deputies would also facilitate a stronger connection to Trinidad Elementary School, across the street from our deputy's office in Trinidad.

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

This proposal puts another sheriff deputy on the street, and therefore relies on the HCSO recruitment and training process to add someone to their ranks, either for this position or to replace whoever takes it. This could mean the position may not be filled right away, depending on the time required to bring another deputy into the HCSO. If this proposal is partially funded, similar to last year, then the current situation of one deputy split between Trinidad and Blue Lake could continue with no change or effort from the present.

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

This proposal would fund a deputy sheriff employed by the County, at the 'loaded' rate that the HCSO charges to Cities that contract for such services. If Measure Z funding is not renewed or available, and the City cannot continue to support the position, I assume the HCSO would need to either let the deputy go or cover their costs within the HCSO budget.

ATTACHMENTS—Please include the following with your application

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

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

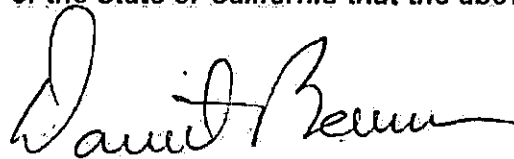
Program Budget

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

DATE:

2/22/2018

SIGNATURE:



Daniel Berman
City Manager

SUBMIT THIS APPLICATION TO:

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

City of Trinidad
Project Narrative
Measure Z 2018 Funding Proposal

The City of Trinidad is requesting Measure Z funding to support one (1) full time deputy sheriff position as part of our contract for law enforcement services with the Humboldt County Sheriff's Office (HCSO). The City-HCSO contract currently supports one full time deputy, with a four day a week schedule, and a half time deputy funded by Measure Z and split between Trinidad and Blue Lake (two days/wk in each City).

The City is pleased with our deputies and with our partnership with HCSO. However we are struggling, like the rest of the County, with challenges related to recent statewide Public Safety Re-Alignment, where repeat offenders for a range of property crimes appear to be back on the street almost immediately upon arrest. Our problems with limited coverage are magnified when our deputies have required training, or medical or other leave, and we are left with very little dedicated coverage for one to two weeks at a time.

Trinidad's contract deputies, by agreement between the City and HCSO, serve the 'Greater Trinidad Area' from Westhaven to Patrick's Point, which is otherwise covered from the McKinleyville Sheriff's Station. Having an additional deputy headquartered in Trinidad will significantly benefit public safety in the surrounding unincorporated areas. Having dedicated deputies for our area makes an enormous difference in their knowledge of the people, the problems, and their ability to work on more complex long term investigations, as opposed to steadily varying shift coverage from McKinleyville. When no Trinidad Deputy is on duty, calls from our area require response from McKinleyville, which increases critical response time, and leaves McKinleyville short staffed.

The 'Greater Trinidad Area' suffers from our share of criminal activity, including a recent bar fight stabbing just outside City Limits, ongoing organized drug dealing activity, the recovery of multiple stolen firearms (from the large Pacific Outfitters theft last year) from a house one block from our City offices, repeated robberies with weapons at our gas station, and steady property crime including repeated thefts at our City Water Plant, and smash and grab robberies of parked cars both in and out of the City.

The City has discussed this proposal with HCSO representatives, and we believe that this request would benefit the greater Trinidad area community and HCSO as well as the City itself. The requested funding would be passed through entirely to HCSO for the deputy position. The City would provide, at our own cost, the necessary office space, computer, and other costs associated with supporting this deputy, as we do in our current contract. The City would of course work cooperatively with HCSO to make this proposal successful and feasible from their perspective.

Funding for additional front line law enforcement officers is exactly what the voters were envisioning in supporting Measure Z and this proposal would do exactly that, to the benefit of a significant area of the County. If our full funding request is not feasible, we would be pleased to continue sharing a deputy with Blue Lake.

On behalf of the City of Trinidad, thank you for your consideration of this proposal.

City of Trinidad
Prior Year Results
2018 Measure Z Funding Proposal

The City of Trinidad requested funds in both 2016 and 2017 for one (1) full time deputy sheriff position as part of our contract for law enforcement services with the Humboldt County Sheriff's Office (HCSO). We were awarded half of our request both years, with the intent of sharing a full time deputy between Trinidad and Blue Lake. Due to staffing shortages, the Sheriff's Office was not able to spare a deputy to fill this split position until January of 2017.

To put the 2016 allocated funds to work, the City requested and the Board of Supervisors approved an alternative proposal for the funds to support and supplement our existing contract with the Sheriff's Office. This allowed the City to supplement our one full time deputy with up to 3 additional eight hour shifts per week to cover days (and nights) where we currently have no local coverage. The City continued with these extra shifts until the additional deputy came into service in January of this year.

These extra shifts, and now our additional half time deputy, have led to increased public safety in Trinidad, and in the Greater Trinidad Area from Westhaven to Patrick's Point. Law enforcement presence alone is a significant deterrent to criminal activity. Having deputies assigned to Trinidad relieves the McKinleyville substation from having to cover this large geographic area, which can leave the more urban McKinleyville area short staffed. Trinidad deputies have been involved with a wide range of public safety activities including welfare checks for seniors, search and rescue on our hazardous coastal bluffs and shoreline, child welfare and domestic violence, drug enforcement, and .

Specific accomplishments include a reduction in crime and calls for service associated with Hidden Creek Trailer Park, which had been a significant 'hotspot' for problems in Trinidad and significant improvements in the impact of transient campers on our Trinidad Museum and Library through steady law enforcement presence and follow up. The residents of Trinidad have been thrilled to have more presence and activity from the Sheriff's Office as a result of measure Z funding.

Budget
City of Trinidad Measure Z request - 2018

Date: 2/22/18

Descriptions **Amounts**

A. Personnel Costs:

Title: One Deputy Sheriff Salary and Benefits This is the expected contract rate for 1 FTE Deputy Sheriff. Our contract is up for Calculation: renewal and final costs are not set. The City will cover any difference if need be. This is the entire Measure Z request - the City will cover all other costs.	162,685.00
Duties Description:	

Total Personnel: 162,685.00

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

Title: Rent	
Description: Rent for office space (Provided by City)	\$9,000
Title: Utilities, phone, (Provided by City)	
Description:	\$3,500
Title: Desktop Computer (Provided by City)	
Description:	\$850

Total Operating Costs: 14,350

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

Title: Office consumables - paper, ink, misc office supplies	
Description:	\$1,000
Title:	
Description:	
Title:	
Description:	
Title:	
Description:	

Total 1,000.00

TOTAL MEASURE Z Request 162,685.00

Total City Contribution 14,350.00

TOTAL COST 177,035.00

EXHIBIT B
QUARTERLY AND FINAL SUMMARY REPORT
City of Trinidad
Fiscal Year 2018-2019

1. **DUE DATES:**

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

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

2. **SUBMISSION OF REPORTS:**

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

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

EXHIBIT C
QUARTERLY AND FINAL REPORT FORM
City of Trinidad
Fiscal Year 2018-2019



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

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

Fiscal Year 2018-2019

1. DUE DATES:

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

2. SOCIAL MEDIA ACCOUNT IDENTIFICATION:

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

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

3. CONTENT OF SOCIAL MEDIA POSTS:

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

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

Example Facebook post:

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

ATTACHMENT II - EXHIBIT E
Budget
Agency Name

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

Descriptions	Amounts	Approved Budget	Remaining Balance	
A. Personnel Costs				
Title: Salary and Benefits				
Calculation:			0.00	
Duties Description:				
Title: Salary and Benefits				
Calculation:			0	
Duties Description:				
Title: Salary and Benefits				
Calculation:			0	
Duties Description:				
Title: Salary and Benefits				
Calculation:			0	
Duties Description:				
Total Personnel:		0.00	0.00	0.00
B. Operational Costs (Rent, Utilities, Phones, etc.)				
Title:				
Description:				
Title:				
Description:				
Title:				
Description:				
Title:				
Description:				
Total Operating Costs:		0	0	0
C. Consumables/Supplies (Supplies and Consumables should be separate)				
Title:				
Description:				
Title:				
Description:				
Title:				
Description:				
Title:				
Description:				
Total Consumable/Supplies:		0	0	0

ATTACHMENT II - EXHIBIT E
 Budget
 Agency Name

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

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

ATTACHMENT II - EXHIBIT F

Measure Z - Invoice

Agency Name Coordinator/Contact Address Phone
--

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

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

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

Signature and date: _____

Print Name and Title: _____

Send invoice to:

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



(707) 445-7266

_____ Date

_____ Date