

City of Trinidad Contract

Agreement to Provide Animal Shelter Services Within the City of Trinidad

THIS AGREEMENT is made and entered into this ___ day of _____ 2024 by and between the County of Humboldt, a political subdivision of the State of California (hereinafter called "COUNTY"), and the City of Trinidad, a municipal corporation in the County of Humboldt (hereinafter called "CITY").

WITNESSETH:

WHEREAS, pursuant to the authority provided in the Government Code, CITY and COUNTY desire to contract for COUNTY, through Sheriff, to perform animal shelter services within the CITY.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Basic Term. The term of this AGREEMENT shall commence November 1, 2024 and continue through June 30, 2029, unless sooner terminated pursuant to Section 17.
2. The COUNTY will maintain and operate an animal shelter in a secure and sanitary manner adequate for the confinement, treatment and disposal of all domestic animals which may be delivered to it from the CITY, as hereinafter provided, and will furnish all supervision, labor, animal food, tools, supplies, and other things necessary for the satisfactory performance of the services herein agreed to be provided.

For the purpose of this agreement, the definition of "domestic animals or animal" includes household pets such as any dog, cat, rabbit, guinea pig, hamster, pot-bellied pig, bird, lizard, snake, turtle or tortoise, and does not include livestock. COUNTY may use this animal shelter property for all other uses authorized to COUNTY including contracts with other agencies.

3. COUNTY will provide means to accept at all times all domestic animals delivered to the animal shelter by the City Animal Control Officers, CITY representatives, or sub-contractors of CITY for animal control services.
4. COUNTY will provide means to and will accept, during its business hours, live

domestic animals delivered to the animal shelter by residents of the CITY. COUNTY shall require all such persons to give their names, present home or post office address, telephone number, and to identify the place where the animals involved were taken up. The COUNTY may limit acceptance of owner-relinquished animals turned in by the general public to a space-available basis and shall require proof of ownership and a signed statement that he/she is the lawful owner of the animal(s) being relinquished. The COUNTY may charge the owner surrender fees in accordance with the COUNTY fee schedule.

5. Business hours shall consist of no less than six (6) hours on Monday through Friday, but need not otherwise include holidays observed by the COUNTY.
6. During the time that a domestic animal is impounded by the CITY and held at the COUNTY Animal Shelter, it is recognized that the domestic animal must be held by law for the period defined by the California Food and Agriculture Code, Sections 31108, 31752, and 31753. During the defined period, the animal is within the legal custody of the CITY and the applicable provisions of the City Code shall govern impoundment of such animal. After the defined hold period, the legal custody of the animal becomes the COUNTY 's. The CITY may, by written order, hold the animals in impound for a period greater than the defined period. During the time that an animal is held in impound, by written order of the CITY, the animal is within the legal custody of the CITY and the applicable provisions of the City Ordinance shall govern impoundment of such animal. The CITY will give a written release to the COUNTY for any animal ordered held for impound for a period of time exceeding the defined initial hold period. Upon written release from such a CITY-ordered hold, the animal becomes the legal custody of the COUNTY. It is recognized that the COUNTY may charge the public for impound and board accrued for an animal that is ordered by the CITY to be held at the COUNTY 's Animal Shelter for a period of time exceeding the initial defined period. Impound fees set by the COUNTY and charged to the public shall be collected by the COUNTY at the point the animal is redeemed by the owner.
7. It is understood and agreed that COUNTY will cooperate with CITY in the administration of licensing laws. The COUNTY will issue pending licenses and will provide copies of every adoption and redemption record (dogs only) to the CITY, on a weekly basis.
8. The Sheriff shall give prompt consideration to all requests of the City Manager regarding the delivery of animal shelter services, including staffing assignments, and make every reasonable effort to comply with requests consistent with good animal shelter practices and other provisions of this AGREEMENT.
9. For the purposes of performing services and functions pursuant to this AGREEMENT, and only to give official status to such performance, every

COUNTY Deputy or employee shall be deemed to be an ex-officio officer of the CITY while engaged in performing any such service or function which is a municipal function falling within the scope of this AGREEMENT.

10. The CITY shall have the right to discuss with the COUNTY issues of concern related to matters covered under this AGREEMENT. However, the manner or rendition of services, the standard of performance, the discipline of employees and other matters incident to the performance of services, including control of personnel so employed, shall remain under the exclusive control of the Sheriff. The Sheriff shall, however, give consideration to requests of the City Manager, which may relate to the performance of services under this AGREEMENT. In the event of a dispute between the parties as to the duties and functions to be rendered or the manner of their performance, determinations by the Sheriff shall be final and conclusive as between the parties.
11. At the time of execution of this AGREEMENT, the charge to the CITY for the services and functions to be performed by the COUNTY at the level of service agreed upon by the CITY is outlined in Exhibit A – Charges for Services. The total cost charged to the CITY does not include expenses attributable to services or facilities normally provided to all cities within the COUNTY as part of enforcement duties and functions performed by the Sheriff under the ordinances and regulations of the COUNTY and the statutes of the State of California.
12. The CITY shall render to COUNTY one-fourth of the annual charges on a quarterly basis payable on the following dates: first (1st) payment due October 1, second (2nd) payment due January 1, third (3rd) payment due April 1, and fourth (4th) payment due July 1. The COUNTY shall, 30 days prior to the payment due date, provide to the CITY an invoice which will reflect the amount due by CITY for services rendered by COUNTY under this AGREEMENT during the previous quarter. If such payment is not received by COUNTY within thirty (30) days of the due date, COUNTY shall be entitled to recover interest at a rate of seven (7%) percent per annum and the COUNTY may terminate this AGREEMENT immediately, and without any further notice take such steps as may be necessary to enforce payment.
13. The CITY, its officers and employees, shall not assume by this AGREEMENT any liability for the direct payment of any salary, wages, or other compensation to any officer or employee of COUNTY that is performing services hereunder for the CITY, or for any other liability other than that provided for in this AGREEMENT.
14. 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 fees and other costs of litigation, arising out of, or in connection with, COUNTY's performance of, or failure to comply with, any of the

obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

The CITY and its insurer, or self-insured pool, shall provide evidence of general and automobile liability insurance with limits no less than \$2,000,000.00 per occurrence. The CITY shall provide an endorsement from its insurer or self-insured pool naming the County of Humboldt, its officials, employees, and volunteers as additional insured.

15. Effect of Insurance. Acceptance of insurance, if required by this AGREEMENT, does not relieve either COUNTY or CITY from liability under this provision. This provision shall apply to all claims for damages related to the services performed pursuant to the terms and conditions of this AGREEMENT regardless if 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 either county hereunder.
16. RELATIONSHIP OF PARTIES: It is understood that this AGREEMENT is by and between two (2) government 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.
17. It is expressly understood between the parties to this AGREEMENT that no employer/employee relationship is intended; the relationship of COUNTY to CITY being that of an independent contractor and CITY and COUNTY retain sole and independent liability for the actions of the employees of each.
18. CITY, through its City Manager, shall have access to non-privileged and non-confidential reports and other documents pertaining to the services provided hereunder and within the scope of the Public Records Act (Government Code Section 6250 et seq.).
19. All work performed hereunder is subject to limitations of Section 23008 of the Government Code or the State of California, and in accordance therewith, before any work is performed or services rendered pursuant hereto, an amount equal to the cost to the CITY must be reserved by the CITY from its funds to ensure payment for work, service, or materials provided by COUNTY hereunder.
20. COMPLIANCE WITH NUCLEAR FREE ORDINANCE: In recognition of the Humboldt County Nuclear Free Ordinance, the CITY certifies by its signature below 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 Ordinance in Humboldt County. CITY agrees to notify COUNTY via HCSO immediately if it becomes a nuclear weapons provider, as defined above. CITY acknowledges that, per the terms of the Humboldt County Nuclear Free Ordinance, COUNTY via HCSO may

immediately terminate this AGREEMENT if it determines that the foregoing certification is false or if CITY becomes a nuclear weapons provider.

21. Either party may terminate this contract upon sixty (60) days written notice, which notice shall take effect at the end of the sixty (60) day notice period. Compensation shall be prorated for the fiscal quarter in which the termination occurs.
22. Notices given to parties under this AGREEMENT shall be deemed given when personally delivered or sent and delivered by United States certified mail, postage prepaid, return receipt requested and addressed as follows:

TO THE COUNTY

Office of the Sheriff
Humboldt County Sheriff
826 4th Street
Eureka, CA 95501

TO THE CITY

Office of the City Manager
City of Trinidad
PO Box 390
Trinidad, CA 95570

23. No waiver with respect to one covenant, term or condition shall be deemed to constitute a waiver of any other covenant, term, or condition herein, or a waiver of any prior or subsequent failure to perform such covenant, term, or condition.
24. The provisions of this AGREEMENT shall be binding upon and shall inure to the benefit of the parties hereto and their respective governing boards, successors, assigns, and legal representatives.
25. This AGREEMENT contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be given effect, and this AGREEMENT may only be amended by a writing signed by the parties.
26. The invalidity of any provision of this AGREEMENT as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.
27. Each person executing this AGREEMENT on behalf of the CITY represents and warrants that he or she is authorized by the CITY to execute and deliver this AGREEMENT on behalf of the CITY and that this AGREEMENT is binding on the CITY in accordance with its terms and provisions.
28. The parties hereto agree that the provisions of this AGREEMENT will be construed pursuant to the laws of the State of California. To the extent permitted by law, venue for any legal proceeding involving this AGREEMENT shall be in the courts of Humboldt County, California.

29. Time is hereby expressly declared to be of the essence of this AGREEMENT and each and every provision herein.
30. This AGREEMENT, 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. This AGREEMENT, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this AGREEMENT, 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 AGREEMENT and any amendments hereto.
31. Each person executing this AGREEMENT represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this AGREEMENT. Each party represents and warrants to the other that the execution and delivery of this AGREEMENT and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS THEREOF, CITY by resolution or other official action duly adopted by its council caused this AGREEMENT to be subscribed by its Mayor and attested by its Clerk, and the COUNTY, by order of its Board of Supervisors, has caused this contract to be subscribed by the Chairman and the seal of said Board to be affixed thereto and attested by the Clerk of said Board on the day and year first hereinabove written.

ATTEST:
City Clerk

By: 

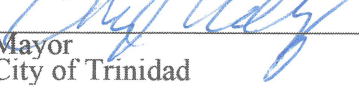
ATTEST:
Clerk of the Board of Supervisors

By: _____

**APPROVED AS TO CONTENT AND
RECOMMENDED**

By: 
City Manager
City of Trinidad

By: _____
William F. Honsal, Sheriff
County of Humboldt

By: 
Mayor
City of Trinidad

By: _____
Steve Madrone, Chair
Board of Supervisors
County of Humboldt

APPROVED AS TO FORM

By: N/A
City Attorney
City of Trinidad

By: _____
Office of County Counsel
County of Humboldt

By: _____
Risk Manager
County of Humboldt

Exhibit A – Charges for Services

Annual Computation:

The Sheriff's Office ("SO") shall prepare an annual computation utilizing the prior fiscal year's financial data and present the computation to the CITY Manager and designated CITY council member by email on or before February 15th of each year. In the event the SO is unable to provide the computation by February 15th due to delays in the annual financial data being completed, then the CITY Manager and designated council member will be notified by email of an updated timeline.

The CITY shall have fourteen (14) days from date of delivery of the computation email to notify the SO if a meeting is needed to discuss the updated charges for services or if the new computed amount is acceptable.

Provided a meeting is needed to review and discuss the charges, both the CITY and SO shall make every effort to meet and confer with the intent to finalize the new rate by March 30th, so that both parties can plan accordingly for their annual budget. The participants in the meeting to review the charges for services shall include the City Manager, a designated city council member, the SO Operations Division Commander, and the SO Finance Director.

For the period of November 1, 2024 through June 30, 2025, the CITY and SO have met and agreed that the charges for services rate will be \$314.50 per month for a total of \$2,516.00 for fiscal year (FY) 2024-25.

For all subsequent fiscal years, the new rate shall be agreed to by both parties by an amendment to the agreement effective July 1st of each year.

Methodology for the Annual Computation:

The SO shall use the following methodology for assessing the charges for services for the CITY.

A) The SO will calculate its Total Net Expenses to provide Animal Shelter Services to the county. The methodology for calculating Total Net Expenses for Animal Shelter Services is as follows:

1) The below SO charges shall NOT be included in the Total Net Expenses:

- Internal Service Fund Information Technology Charges
- Internal Service Fund Purchasing & Disposition Charges
- Internal Service Fund ADA Charges
- Internal Service Fund Communications/Radio Infrastructure Charges
- COUNTY General Liability, Property, or Bond Insurance
- COUNTY Cost Plan Charges (aka A87 Charges)
- Fixed Assets

- Grants
- 2) The below SO charges shall be included in the Total Net Expenses:
- The direct expenses for the Animal Shelter division.
 - 80% of the salary and benefits of the Animal Shelter/Control Manager.
 - Interfund Expenditures. These are charges to the SO from other county departments (ie. Public Works) for direct services and/or supplies for the Animal Shelter division.
 - The SO Indirect Costs that are allocated to Animal Shelter will be included. As of FY2024-25 the SO indirect cost centers include the following:

Administration	Operations Command Team
Backgrounds/Recruitment	Training
Main Station (<i>through its allocation to Admin, Training, and Operations Command Team</i>)	

- 3) Revenue for spay/neuter fees, adoption fees, donations, or other miscellaneous revenue that supports the operations of the Animal Shelter will be included in calculating the Total Net Expenses.

B) The CITY will pay its pro-rata share of the Total Net Expenses based on population.

- 1) Data from the US Census 2020 will be used for calculating population and is as follows:

Total Population of Humboldt County	136,463
Arcata	18,857
Eureka	26,512
Ferndale	1,398
Fortuna	12,516
Rio Dell	3,379
Trinidad	307
Blue Lake	1,208
Total Incorporated City Population	64,177
Remaining Unincorporated County	72,286

- 2) The City of Trinidad has a US Census 2020 population of 307. Trinidad has a higher proportion of short term rentals compared to other incorporated cities in our area and therefore Trinidad has agreed to a population adjustment of an additional 120 to account for this. That brings the total remaining population covered by the SO to 119,290 resulting in the below pro-rata share for each contract city currently using Animal Shelter services.

City	Census	%
Arcata	18,857	15.81%
Blue Lake	1,208	1.01%
Eureka	26,512	22.22%
Trinidad	427	0.36%
Unincorporated County	72,286	60.60%
Total:	119,290	100.00%