

City of Trinidad Contract

Agreement to Provide Law Enforcement Services Within The City of Trinidad

THIS AGREEMENT is made and entered into this 1st day of November 2021 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").

Term of Agreement

1. Basic Term. The term of this AGREEMENT shall commence November 1, 2021 and continue through June 30, 2024, a thirty-one (31) month four (4) week term, expiring June 30, 2024, unless sooner terminated pursuant to Section 18.
2. Extended Term. The term of this AGREEMENT may be extended for successive periods of one (1) year if the legislative bodies of both parties determine to so extend the term and written notice of such renewal is given to the other party at least three (3) months prior to expiration. The extended terms shall be referred to as first Extended Term, Second Extended Term, etc.

WITNESSETH:

WHEREAS, pursuant to the authority provided in the Government Code, CITY and COUNTY desire to contract in order that COUNTY, through Sheriff, will perform law enforcement services within the CITY.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The basic level of services to be provided shall consist of 24 hours of coverage from a sworn peace officer (830.1 PC), seven (7) days a week for response to calls at a level not less than that provided by the Sheriff in adjacent areas of the COUNTY, including related back-up and auxiliary services such as investigative, community services, criminalistics, supervisory, and traffic service functions. This also includes services and support from the Sheriff's records bureau, Sheriff's property/evidence bureau, and public safety dispatch services.

Personnel shall be supported by an appropriate number of Sheriff's supervisory and management personnel, as deemed necessary by the COUNTY. This service will include regular, random patrol, as available, of the City of Trinidad during all hours of service. It will also include providing the citizens of

Trinidad access to report and or file a police report or anonymous complaint online, and access to crime mapping.

2. The law enforcement services to be provided by the COUNTY to the CITY within the CITY's incorporated area shall include:

- A. Enforcement of State Statutes;
- B. Enforcement of ordinances of CITY (excluding animal control, building and construction);
- C. Police protection of the type provided by the Sheriff;
- D. Traffic and DUI enforcement, with the exception or such traffic enforcement as may be provided by the California Highway Patrol on any freeway traversing the CITY or as required by statute;
- E. All detective, juvenile and other specialized services provided by the Sheriff in the unincorporated areas of the COUNTY, such as homicide, child abuse investigations and narcotics enforcement;
- F. Abandon Vehicle Abatement
- G. When requested by the CITY, via the City Manager, a representative of the Sheriff's Office at the rank of Lieutenant or higher shall meet quarterly with the public, either in a special meeting or at a council meeting to discuss CITY policing issues;
- H. All other law enforcement services of the type provided by the Sheriff within the unincorporated areas of the COUNTY;

The Sheriff shall not be required to assume any enforcement duty or function inconsistent with those performed by the Sheriff under the ordinances of the COUNTY and the statutes of the State of California.

3. The Sheriff shall give prompt consideration to all requests of the City Manager regarding the delivery of general law enforcement services, including staffing assignments, and make every reasonable effort to comply with requests consistent with good law enforcement practices and other provisions of this AGREEMENT. To facilitate the timely exchange of such information between the CITY and the COUNTY, the Parties hereto shall meet from time to time to discuss performance issues under this AGREEMENT and the attendees shall include the City Manager, the Operations Division Commander, the McKinleyville Station Lieutenant, and a designated city council member.

4. 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.

5. 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.

6. An inventory of furnishings and fixtures contributed by the CITY and the COUNTY for purposes of supplying the station shall be maintained throughout this AGREEMENT. The initial inventory is attached hereto and incorporated herein as Exhibit "A" and shall be updated from time to time by the parties hereto. Each party will continue to bear their own costs of such items and upon termination of this AGREEMENT, said items of like kind shall be returned to the respective agency that had original ownership.
7. COUNTY shall provide the necessary supplies, equipment services and materials required for performing its duties under this AGREEMENT, including all safety equipment, information technology hardware/software, vehicle acquisition, maintenance, fuel and replacements.
8. COUNTY and CITY shall determine where such law enforcement quarters are to be located within the CITY. It is expressly understood that the COUNTY may use such quarters in connection with the performance of its duties beyond the scope of services previously outlined in sections 1-4 and in connection with the performance of its duties in territory outside the CITY and adjacent territory, provided, however, that the performance of such non-city duties shall be at no additional cost to the CITY.
9. 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 \$122,876 annually.
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.
10. The CITY shall render to COUNTY the amount of \$30,719 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. Any extended term shall follow this quarterly payment schedule. 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.

11. Re-computation of General Law Enforcement Services. Except as otherwise specified hereinafter, the total amount charged for General Law Enforcement Services, as defined in Section 2, shall be recomputed annually on or before June 1 of each calendar year for the following fiscal year, with the fiscal year defined as July 1 through June 30. The re-computation calculation shall be determined by the COUNTY based upon estimated additional costs of providing General Law Enforcement Services described in Section 2. The total contract amount for the applicable fiscal year will be effective July 1 of that fiscal year, subject to appeal by CITY. Staff representatives of the COUNTY and CITY are advised to meet during the calculation process and prior to any formal presentation before their respective governing bodies. At the request of either party, cost increases will be formally addressed at any time within the term of this AGREEMENT.

12. 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.

13. 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, CITY'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.

14. 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.

15. 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.). COUNTY shall transmit monthly, to the City Manager statistical reports on crime occurrence, traffic incidents, and other contract services within the CITY.

16. All work performed hereunder is subject to limitations of Section 23008 of the Government Code of 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.

17. **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.

18. This AGREEMENT shall take effect on _____, or at such sooner time as the parties may agree in writing, and, unless sooner terminated as provided herein, shall terminate on **June 30, 2024**. 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.

19. 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

20. 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.

21. 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.

22. 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.

23. 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.
24. 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.
25. 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.
26. Time is hereby expressly declared to be of the essence of this AGREEMENT and each and every provision herein.

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: 

Virginia Bass, Chair
Board of Supervisors
County of Humboldt

APPROVED AS TO FORM

By:


City Attorney
City of Trinidad

By:


Office of County Counsel
County of Humboldt

By:

Phillips, Amanda
Risk Manager
County of Humboldt

Digitally signed by Phillips, Amanda
Date: 2022.04.27 15:57:19 -0700

EXHIBIT "A"

Inventory List of Furnishings Trinidad Police Department

These Items have been provided by the City of Trinidad for use by the Humboldt County Sheriff's Office.

Lockable Office Containing:

- One L shaped mahogany colored, 2-drawer executive desk w/topper
- One Black executive chair on rollers
- One One Dell computer w/monitor, keyboard and mouse
- One APC computer backup system
- One 5-shelf bookcase
- One Cross-cut paper shredder
- One 3-line telephone
- One Trash can
- One 2-ft x 2-ft pedestal table w/two matching wooden chairs
- One Brass desk lamp
- One Set of dark wooden shades
- Miscellaneous office supplies (pens, pencils, stapler, scotch tape dispenser)

Also Available for Use:

- Kitchen containing microwave, sink, refrigerator, coffee maker
- Bathroom w/toilet, sink and shower
- Two large bulletin boards
- One white board/cork board
- Fax machine
- Paper supplies
- Copier
- Printer