



Posted: Friday, May 09, 2014

## NOTICE AND CALL OF THE REGULAR MEETING OF THE TRINIDAD CITY COUNCIL

The Trinidad City Council will hold its regular monthly meeting on  
**WEDNESDAY, MAY 14, 2014 at 6:00 PM**

**CLOSED SESSION BEGINS AT 4:00PM**

- I. **CALL TO ORDER**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ADJOURN TO CLOSED SESSION**
  1. Existing/Pending Litigation against the City of Trinidad, Government Code section 54956.9(b) and/or section 54956.95, from the Tsurai Ancestral Society.
- IV. **APPROVAL OF AGENDA**
- V. **APPROVAL OF MINUTES** – April 09, 2014 cc
- VI. **COUNCIL MEMBER REPORTS, COMMITTEE ASSIGNMENTS**
- VII. **ITEMS FROM THE FLOOR**

*(Three (3) minute limit per Speaker unless Council approves request for extended time.)*
- VIII. **CONSENT AGENDA**
  1. Financial Status Reports for March 2014.
  2. Sheriff Activity Report for April 2014.
  3. Authorize the City Manager to sign Memorandum of Agreement with the Trinidad Rancheria for supplemental funding for the Trinidad Waste Water System Upgrade Project.
  4. Treasury Cash and Investments Report.
  5. Project Study Report and Active Transportation Program Grant Application for Van Wycke Trail Repair.
  6. Vacation Dwelling Unit (VDU) Ordinance Update.
  7. Emergency Operations Plan Update.
  8. Authorize City Manager to sign the amended grant agreement to extend the Watershed Coordinator position through December 31, 2014.
- IX. **DISCUSSION/ACTION AGENDA ITEMS**
  1. Discussion/Decision regarding Contract with Sheriff for Law Enforcement Services.
  2. Discussion/Presentation from the Trinidad Rancheria regarding the Highway 101 Interchange.
  3. Discussion/Decision regarding City Manager Resignation and Recruitment.
- X. **ADJOURNMENT**
- XI. **FUTURE MEETING REMINDERS**
  1. Closed Session Litigation Special Meeting Thursday, May 15, 2014, at 9:00am at Humboldt Aquatic Center.
  2. Special Budget Workshop Meeting Wednesday, May 21, 2014, at 6:00pm, Town Hall.
  3. Regular Meeting June 11, 2014 will be held at Trinidad School Library to accommodate 8<sup>th</sup> Grade Graduates at Town Hall.

**APPROVAL OF MINUTES FOR:**

**APRIL 09, 2014 CC**

**Supporting Documentation follows with: \_\_\_\_\_ 0 PAGES**

***MINUTES WERE NOT AVAILABLE AT THE AGENDA PACKET DEADLINE.  
WILL BE MADE AVAILABLE TO COUNCIL FOR REVIEW AT A LATER  
DATE.***



## CONSENT AGENDA ITEM 1

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 8 PAGES**

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1. Financial Status Reports for March 2014

**City of Trinidad**  
**Statement of Revenues and Expenditures - GF Revenue**  
From 3/1/2014 Through 3/31/2014

	<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
Revenue				
41010	PROPERTY TAX - SECURED	0.00	45,899.97	79,125.00 (41.99)%
41020	PROPERTY TAX - UNSECURED	0.00	2,826.40	3,025.00 (6.57)%
41040	PROPERTY TAX-PRIOR UNSECURED	0.00	18.54	80.00 (76.83)%
41050	PROPERTY TAX - CURRENT SUPPL	0.00	194.49	100.00 94.49%
41060	PROPERTY TAX-PRIOR SUPPL	0.00	100.68	200.00 (49.66)%
41070	PROPERTY TAX - FINES	0.00	632.52	0.00 0.00%
41071	MOTOR VEHICLES	0.00	0.00	1,170.00 100.00%
41072	PROP TX - BOOKING FEES	0.00	21.23	0.00 0.00%
41100	PROPERTY TAX - INTEREST +	0.00	12.60	0.00 0.00%
41110	PROPERTY TAX EXEMPTION	0.00	667.25	1,300.00 (48.67)%
41130	PUBLIC SAFETY 1/2 CENT	0.00	870.35	1,420.00 (38.71)%
41140	PROPERTY TAX - DOCUMENTARY RE	0.00	723.25	1,000.00 (27.68)%
41190	PROPERTY TAX ADMINISTRATION FE	0.00	(1,163.00)	(2,317.00) (49.81)%
41200	LAFCO Charge	0.00	(1,152.29)	(742.00) 55.30%
41210	IN-LIEU SALES & USE TAX	0.00	13,286.25	27,442.00 (51.58)%
41220	IN LIEU VLF	0.00	13,760.00	27,960.00 (50.79)%
42000	SALES & USE TAX	4,810.59	108,624.77	190,000.00 (42.83)%
43000	TRANSIENT LODGING TAX	0.00	74,369.92	93,000.00 (20.03)%
46000	GRANT INCOME	0.00	3,032.00	0.00 0.00%
53010	COPY MACHINE FEE	0.00	8.70	50.00 (82.60)%
53020	INTEREST INCOME	16.20	4,904.89	15,500.00 (68.36)%
53090	OTHER MISCELLANEOUS INCOME	413.71	934.54	1,000.00 (6.55)%
54020	PLANNER- APPLICATION PROCESSIN	0.00	3,144.73	5,000.00 (37.11)%
54050	BLDG. INSP-APPLICATION PROCESSI	0.00	5,809.30	7,000.00 (17.01)%
54100	ANIMAL LICENSE FEES	0.00	214.00	100.00 114.00%
54150	BUSINESS LICENSE TAX	75.00	9,802.00	9,500.00 3.18%
54300	ENCROACHMENT PERMIT FEES	50.00	250.00	400.00 (37.50)%
56400	RENT - VERIZON	0.00	14,514.10	21,300.00 (31.86)%
56500	RENT - HARBOR LEASE	0.00	0.00	5,125.00 100.00%
56550	RENT - PG& E	0.00	1,247.43	8,500.00 (85.32)%
56650	RENT - SUDDENLINK	0.00	2,366.98	4,492.00 (47.31)%
56700	RENT - TOWN HALL	160.00	3,593.85	9,000.00 (60.07)%
59999	INTERDEPARTMENTAL TRANSFER INC	0.00	0.00	30,000.00 100.00%
	<b>Total Revenue</b>	<u>5,525.50</u>	<u>309,515.45</u>	<u>539,730.00 (42.65)%</u>

**City of Trinidad**  
Statement of Revenues and Expenditures - GF Expense  
201 - GFAdmin  
From 3/1/2014 Through 3/31/2014

		Current Month	Year to Date	Total Budget - Original	% of Budget
Expense					
60900	HONORARIUMS	250.00	2,150.00	3,000.00	28.33%
61000	EMPLOYEE GROSS WAGE	7,513.46	69,122.43	97,303.00	28.96%
61250	OVERTIME	0.00	0.00	500.00	100.00%
61470	FRINGE BENEFITS	46.16	403.90	0.00	0.00%
65100	DEFERRED RETIREMENT	290.50	2,758.32	3,776.00	26.95%
65200	MEDICAL INSURANCE AND EXPENSE	388.77	3,498.93	5,779.00	39.45%
65300	WORKMEN'S COMP INSURANCE	0.00	(3,275.20)	3,211.00	202.00%
65500	EMPLOYEE MILEAGE REIMBURSEMENT	44.00	364.84	1,000.00	63.52%
65600	PAYROLL TAX	600.02	5,520.34	7,733.00	28.61%
65800	Grant Payroll Allocation	(422.02)	(2,151.28)	2,600.00	182.74%
68090	CRIME BOND	0.00	700.00	455.00	(53.85)%
68200	INSURANCE - LIABILITY	0.00	4,824.95	9,675.00	50.13%
68300	PROPERTY & CASUALTY	0.00	3,797.95	4,080.00	6.91%
71110	ATTORNEY-ADMINISTRATIVE TASKS	0.00	2,343.00	22,320.00	89.50%
71130	ATTORNEY-LITIGATION	0.00	4,688.38	8,000.00	41.40%
71160	ACCOUNTING	(843.03)	0.00	0.00	0.00%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	1,406.00	1,500.00	6.27%
71310	CITY PLANNER-ADMIN. TASKS	6,074.50	37,932.08	38,600.00	1.73%
71410	BLDG INSPECTOR-ADMIN TASKS	463.58	3,075.43	7,000.00	56.07%
71510	ACCOUNTANT-ADMIN TASKS	1,559.33	9,291.93	15,600.00	40.44%
71620	AUDITOR-FINANCIAL REPORTS	0.00	13,585.00	13,585.00	0.00%
72000	CHAMBER OF COMMERCE	0.00	3,887.76	11,520.00	66.25%
74200	REIMBURSED GRANT ADMIN EXP	0.00	(1,761.69)	0.00	0.00%
75110	FINANCIAL ADVISOR/TECH SUPPORT	585.00	2,795.00	1,000.00	(179.50)%
75160	LIBRARY RENT & LOCAL CONTRIB.	0.00	0.00	500.00	100.00%
75170	RENT	650.00	5,850.00	8,190.00	28.57%
75180	UTILITIES	384.55	6,839.46	6,500.00	(5.22)%
75190	DUES & MEMBERSHIP	(144.00)	293.20	500.00	41.36%
75200	MUNICIPAL/UPDATE EXPENSE	0.00	2,427.00	3,500.00	30.66%
75220	OFFICE SUPPLIES & EXPENSE	477.50	4,581.98	5,500.00	16.69%
75240	BANK CHARGES	2.40	244.90	200.00	(22.45)%
75300	CONTRACTED SERVICES	0.00	0.00	5,000.00	100.00%
75990	MISCELLANEOUS EXPENSE	0.00	62.00	100.00	38.00%
76110	TELEPHONE	117.77	1,009.00	1,550.00	34.90%
76130	CABLE & INTERNET SERVICE	160.95	1,718.55	2,160.00	20.44%
76150	TRAVEL	0.00	0.00	1,500.00	100.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	1,233.72	1,500.00	17.75%
	Total Expense	<u>18,199.44</u>	<u>189,217.88</u>	<u>294,937.00</u>	<u>35.84%</u>

**City of Trinidad**  
Statement of Revenues and Expenditures - GF Expense  
301 - Police  
From 3/1/2014 Through 3/31/2014

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
Expense					
61000	EMPLOYEE GROSS WAGE	383.21	3,574.63	4,847.00	26.25%
65300	WORKMEN'S COMP INSURANCE	0.00	0.00	160.00	100.00%
65600	PAYROLL TAX	29.32	273.50	371.00	26.28%
65800	Grant Payroll Allocation	0.00	(73.54)	0.00	0.00%
75170	RENT	650.00	5,850.00	8,580.00	31.82%
75180	UTILITIES	170.11	1,507.96	2,140.00	24.86%
75220	OFFICE SUPPLIES & EXPENSE	0.00	0.00	300.00	100.00%
75300	CONTRACTED SERVICES	37,058.75	37,058.75	87,933.00	57.86%
75350	ANIMAL CONTROL	113.00	1,017.00	1,900.00	46.47%
76110	TELEPHONE	80.79	705.35	1,040.00	32.18%
	<b>Total Expense</b>	<u>38,485.18</u>	<u>50,013.65</u>	<u>107,271.00</u>	<u>53.38%</u>

**City of Trinidad**  
Statement of Revenues and Expenditures - GF Expense  
401 - Fire  
From 3/1/2014 Through 3/31/2014

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
Expense					
60900	HONORARIUMS	150.00	1,350.00	1,800.00	25.00%
75180	UTILITIES	61.85	686.13	1,065.00	35.57%
75190	DUES & MEMBERSHIP	0.00	35.00	10.00	(250.00)%
75280	TRAINING / EDUCATION	0.00	0.00	100.00	100.00%
75300	CONTRACTED SERVICES	144.00	144.00	155.00	7.10%
76110	TELEPHONE	19.16	184.45	265.00	30.40%
76140	RADIO & DISPATCH	0.00	0.00	450.00	100.00%
78140	VEHICLE FUEL & OIL	0.00	95.05	450.00	78.88%
78150	VEHICLE REPAIRS	8.32	138.53	3,000.00	95.38%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	0.00	700.00	100.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	1,919.34	2,500.00	23.23%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	0.00	750.00	100.00%
90000	Capital Reserves	0.00	10,000.00	10,000.00	0.00%
96200	TRANSFER OUT	0.00	(10,000.00)	0.00	0.00%
Total Expense		<u>383.33</u>	<u>4,552.50</u>	<u>21,245.00</u>	<u>78.57%</u>

**City of Trinidad**  
Statement of Revenues and Expenditures - GF Expense  
501 - PW (Public Works)  
From 3/1/2014 Through 3/31/2014

		Current Month	Year to Date	Total Budget - Original	% of Budget
Expense					
61000	EMPLOYEE GROSS WAGE	3,267.71	29,134.15	40,752.00	28.51%
61250	OVERTIME	0.00	0.00	500.00	100.00%
65100	DEFERRED RETIREMENT	331.94	2,951.48	4,271.00	30.89%
65200	MEDICAL INSURANCE AND EXPENSE	1,756.86	15,886.91	23,141.00	31.35%
65300	WORKMEN'S COMP INSURANCE	0.00	0.00	1,389.00	100.00%
65600	PAYROLL TAX	275.73	2,456.92	3,547.00	30.73%
65800	Grant Payroll Allocation	(30.96)	(325.08)	0.00	0.00%
71210	CITY ENGINEER-ADMIN. TASKS	5,088.00	8,158.50	4,800.00	(69.97)%
71250	CITY ENGINEER - PROJECT FEES	0.00	3,033.50	4,000.00	24.16%
75120	WASTE RECYCLING PICKUP/DISPOSA	0.00	10.58	0.00	0.00%
75180	UTILITIES	0.00	21.75	0.00	0.00%
75300	CONTRACTED SERVICES	1,238.51	4,263.51	13,900.00	69.33%
75370	UNIFORMS/PERSONAL EQUIP.	0.00	0.00	450.00	100.00%
78100	STREET MAINT/REPAIR/SANITATION	0.00	460.00	5,000.00	90.80%
78120	STREET LIGHTING	339.56	2,319.73	4,500.00	48.45%
78130	TRAIL MAINTENANCE	2,877.31	2,978.16	2,500.00	(19.13)%
78140	VEHICLE FUEL & OIL	333.89	2,984.77	4,700.00	36.49%
78150	VEHICLE REPAIRS	64.77	286.53	2,500.00	88.54%
78160	BUILDING REPAIRS & MAINTENANCE	13,671.45	23,353.83	7,800.00	(199.41)%
78190	MATERIALS, SUPPLIES & EQUIPMEN	258.34	2,948.69	6,500.00	54.64%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	524.82	0.00	0.00%
79150	WATER LINE REPAIR	0.00	42.99	0.00	0.00%
Total Expense		<u>29,473.11</u>	<u>101,491.74</u>	<u>130,250.00</u>	<u>22.08%</u>

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
204 - IWM  
From 3/1/2014 Through 3/31/2014

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
<b>Revenue</b>					
46000	GRANT INCOME	0.00	0.00	5,000.00	(100.00)%
47600	BLUE BAG SALES	0.00	0.00	4,000.00	(100.00)%
47650	RECYCLING REVENUE	0.00	18,954.75	29,000.00	(34.64)%
53090	OTHER MISCELLANEOUS INCOME	0.00	2,100.00	0.00	0.00%
56650	RENT - SUDDENLINK	703.01	703.01	0.00	0.00%
	<b>Total Revenue</b>	<u>703.01</u>	<u>21,757.76</u>	<u>38,000.00</u>	<u>(42.74)%</u>
<b>Expense</b>					
61000	EMPLOYEE GROSS WAGE	696.13	6,223.24	8,680.00	28.30%
65100	DEFERRED RETIREMENT	83.54	743.13	1,075.00	30.87%
65200	MEDICAL INSURANCE AND EXPENSE	387.43	3,502.84	5,084.00	31.10%
65300	WORKMEN'S COMP INSURANCE	0.00	(112.48)	296.00	138.00%
65600	PAYROLL TAX	59.62	533.03	767.00	30.50%
65800	Grant Payroll Allocation	(12.22)	(113.29)	0.00	0.00%
75120	WASTE RECYCLING PICKUP/DISPOSA	0.00	1,632.30	18,375.00	91.12%
75130	GARBAGE	0.00	483.40	0.00	0.00%
75140	BLUE BAG PURCHASES	0.00	0.00	4,000.00	100.00%
78100	STREET MAINT/REPAIR/SANITATION	483.40	4,076.80	6,764.00	39.73%
78190	MATERIALS, SUPPLIES & EQUIPMEN	138.15	1,116.24	1,800.00	37.99%
	<b>Total Expense</b>	<u>1,836.05</u>	<u>18,085.21</u>	<u>46,841.00</u>	<u>61.39%</u>
	<b>Net Income</b>	<u>(1,133.04)</u>	<u>3,672.55</u>	<u>(8,841.00)</u>	<u>(141.54)%</u>

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
701 - Cemetery  
From 3/1/2014 Through 3/31/2014

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
Revenue					
53020	INTEREST INCOME	0.00	0.00	1,200.00	(100.00)%
58100	CEMETERY PLOT SALES	150.00	9,430.00	6,000.00	57.17%
	<b>Total Revenue</b>	<b>150.00</b>	<b>9,430.00</b>	<b>7,200.00</b>	<b>30.97%</b>
Expense					
61000	EMPLOYEE GROSS WAGE	441.18	3,942.46	5,520.00	28.58%
65100	DEFERRED RETIREMENT	52.92	477.55	683.00	30.08%
65200	MEDICAL INSURANCE AND EXPENSE	208.68	1,888.91	2,744.00	31.16%
65300	WORKMEN'S COMP INSURANCE	0.00	(55.74)	228.00	124.45%
65600	PAYROLL TAX	37.82	337.85	487.00	30.63%
65800	Grant Payroll Allocation	(12.22)	(111.63)	0.00	0.00%
75180	UTILITIES	43.32	468.12	0.00	0.00%
75300	CONTRACTED SERVICES	0.00	0.00	1,500.00	100.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	54.10	715.74	1,500.00	52.28%
	<b>Total Expense</b>	<b>825.80</b>	<b>7,663.26</b>	<b>12,662.00</b>	<b>39.48%</b>
	<b>Net Income</b>	<b>(675.80)</b>	<b>1,766.74</b>	<b>(5,462.00)</b>	<b>(132.35)%</b>

**City of Trinidad**  
**Statement of Revenues and Expenditures - Monthly Reports**  
**601 - Water**  
**From 3/1/2014 Through 3/31/2014**

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
<b>Revenue</b>					
53020	INTEREST INCOME	0.00	0.00	4,500.00	(100.00)%
53090	OTHER MISCELLANEOUS INCOME	530.00	4,311.99	2,000.00	115.60%
57100	WATER SALES	22,601.93	221,173.20	289,000.00	(23.47)%
57300	NEW WATER HOOK UPS	0.00	0.00	3,000.00	(100.00)%
57500	WATER A/R PENALTIES	662.24	(123.62)	3,000.00	(104.12)%
	<b>Total Revenue</b>	<u>23,794.17</u>	<u>225,361.57</u>	<u>301,500.00</u>	<u>(25.25)%</u>
<b>Expense</b>					
61000	EMPLOYEE GROSS WAGE	6,446.56	58,267.89	81,844.00	28.81%
61250	OVERTIME	0.00	0.00	2,000.00	100.00%
65100	DEFERRED RETIREMENT	735.85	6,761.54	9,516.00	28.95%
65200	MEDICAL INSURANCE AND EXPENSE	3,065.48	27,703.62	40,582.00	31.73%
65300	WORKMEN'S COMP INSURANCE	0.00	(951.58)	2,751.00	134.59%
65600	PAYROLL TAX	549.62	4,966.88	7,105.00	30.09%
65800	Grant Payroll Allocation	(76.56)	(914.76)	0.00	0.00%
68200	INSURANCE - LIABILITY	0.00	2,598.05	5,210.00	50.13%
68300	PROPERTY & CASUALTY	0.00	2,045.05	2,195.00	6.83%
71110	ATTORNEY-ADMINISTRATIVE TASKS	0.00	0.00	500.00	100.00%
71160	ACCOUNTING	(453.94)	0.00	0.00	0.00%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	0.00	4,000.00	100.00%
71510	ACCOUNTANT-ADMIN TASKS	839.74	5,003.44	8,400.00	40.44%
71620	AUDITOR-FINANCIAL REPORTS	0.00	7,315.00	7,315.00	0.00%
72100	BAD DEBTS	0.00	0.00	500.00	100.00%
75180	UTILITIES	631.89	9,780.58	13,000.00	24.76%
75190	DUES & MEMBERSHIP	0.00	811.46	700.00	(15.92)%
75220	OFFICE SUPPLIES & EXPENSE	272.00	1,781.38	3,200.00	44.33%
75230	INTEREST EXPENSE	113.03	336.57	0.00	0.00%
75240	BANK CHARGES	0.00	20.00	100.00	80.00%
75280	TRAINING / EDUCATION	0.00	331.36	500.00	33.73%
75990	MISCELLANEOUS EXPENSE	0.00	0.00	250.00	100.00%
76110	TELEPHONE	82.08	714.65	1,160.00	38.39%
76130	CABLE & INTERNET SERVICE	49.00	441.00	620.00	28.87%
76160	LICENSES & FEES	0.00	2,359.73	2,475.00	4.66%
78140	VEHICLE FUEL & OIL	107.59	1,094.81	2,500.00	56.21%
78150	VEHICLE REPAIRS	0.00	217.90	2,000.00	89.11%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	390.00	1,200.00	67.50%
78170	SECURITY SYSTEM	0.00	232.00	500.00	53.60%
78190	MATERIALS, SUPPLIES & EQUIPMEN	5.94	84.53	6,000.00	98.59%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	0.00	1,000.00	100.00%
79100	WATER LAB FEES	85.00	1,611.00	4,500.00	64.20%
79120	WATER PLANT CHEMICALS	290.56	5,231.25	12,000.00	56.41%
79130	WATER LINE HOOK-UPS	0.00	0.00	3,000.00	100.00%
79150	WATER LINE REPAIR	32.48	2,296.95	20,000.00	88.52%
79160	WATER PLANT REPAIR	0.00	1,217.27	10,000.00	87.83%
90000	Capital Reserves	0.00	15,000.00	15,000.00	0.00%
96200	TRANSFER OUT	0.00	(15,000.00)	0.00	0.00%
	<b>Total Expense</b>	<u>12,776.32</u>	<u>141,747.57</u>	<u>271,623.00</u>	<u>47.81%</u>
	<b>Net Income</b>	<u>11,017.85</u>	<u>83,614.00</u>	<u>29,877.00</u>	<u>179.86%</u>



## CONSENT AGENDA ITEM 2

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 1 PAGES**

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2. Sheriff Activity Report for April 2014.

**ACTIVITY REPORT  
TRINIDAD  
BY DEPUTY WILCOX**

**04/01/2014-04/30/2014**

(Please note I was absent 04/14/2014-04/27/2014)

- Attended bicycle school. Currently waiting for bikes to be fitted for patrol.
- Attended City Council Meeting.
- Coordinated with Ginger regarding Neighborhood Watch Program.
- Negotiated contract with the County of Humboldt regarding mounted patrol in Trinidad. Contract currently in County Counsel's hands.
- Theft report: A male and female walked down a driveway located off of Scenic Drive. Stole items from inside the resident's vehicle. Resident had a great description and video surveillance. Located and contacted the suspects at the Casino. The property was returned to the owner.
- Contacted a resident whose cellular phone had been used in the Santa Cruz area and dialed 911. Found out who had the phone and contacted the correct authorities to respond.
- Detained subject for mental health evaluation at the light house. He was transported to Semper Virens.
- Contacted numerous pan handlers and asked to move along.
- Contacted resident, CHP, and Humboldt Sanitation regarding trash can problem on Stagecoach.
- Handled an incorrigible juvenile situation on Van Wycke. Assisted in coordinating with Seller, Buyer, and juvenile' family so escrow could close.
- Foot patrol below Lighthouse and trail behind Wagner Street for transient camps.
- Contacted transients who had dogs off of the leash at the Lighthouse. They were warned and I have not seen them since.
- Met with Trinidad Trailer Park manager Tim regarding resolving issues at the park.
- Met with Elementary School regarding theft of two laptops. Laptops were returned and students were counseled per the request of the principal.
- Conducted a traffic stop on a vehicle which was found to be stolen. The suspect was arrested and transported to the Humboldt County Correctional Facility.
- Attended the swearing in of the new Post Master.
- Received a call from an employee from the casino regarding a possible transient fire. Dispatch contacted the fire department. We were unable to locate a fire.
- Met with B&B owners regarding concerns/issues.
- Conducted regular field interviews of persons coming and going from Hidden Creek Trailer Park.
- Met with casino staff. Assisted casino in removing a trailer from their property.
- Found abandoned vehicle on Scenic, approximately one block from Main. Contacted owners and vehicle was removed.
- Met with State Parks regarding transient issues.
- Handled citizen complaints regarding roaming/barking dogs.



## CONSENT AGENDA ITEM 3

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 7 PAGES**

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3. Authorize the City Manager to sign Memorandum of Agreement with the Trinidad Rancheria for supplemental funding for the Trinidad Waste Water System Upgrade Project.

## **CONSENT AGENDA ITEM**

**Date: May 14, 2014**

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**Item: TRINIDAD WATER SYSTEM UPGRADE PROJECT**

### **Background:**

On June 8, 2013, City Council adopted Resolution 2013-04, authorizing the City Manager to enter into a Funding Agreement for \$2,000,000 with the California Department of Public Health (CDPH) for improvements to the water system funded through Chapter 4.a.1 of Proposition 50. On December 20, 2013 the construction contract for the Trinidad Water System Upgrade Project (Project) was awarded to Whitson, Inc. The Notice to Proceed was issued January 3, 2014.

Since the City's water system serves the Trinidad Rancheria, the Indian Health Service (IHS) is able to provide funding assistance to improve the City's water system. The Trinidad Rancheria has agreed to contribute up to \$136,000 in funds towards the following items, some of which are not eligible for funding from CDPH: generator, interior painting, stairs to the wet well, vector mounted trailer, and reserve funds for project contingency. The Rancheria will provide up to \$9000 in cultural monitoring during excavation at no cost to the City, as part of the Rancheria's agreement with the Indian Health Service. These funds have been awarded to the Rancheria by Indian Health Service. It is recommended that the City enter into an agreement with the Rancheria to transfer the cost share funds to the City for the Project.

### **Staff Recommendation:**

- 1) Authorize Mayor to sign the Memorandum of Agreement for the Trinidad Water System Upgrade Project.

**Attachments:** Memorandum of Agreement between the Cher-Ae Heights Indian Community of the Trinidad Rancheria and the City of Trinidad

**MEMORANDUM OF AGREEMENT**

**between**

**THE CHER-AE HEIGHTS INDIAN COMMUNITY OF THE TRINIDAD RANCHERIA**

**and**

**THE CITY OF TRINIDAD**

This Memorandum of Agreement (MOA) identifies and sets forth the joint and individual responsibility of the Cher-Ae Heights Indian Community of the Trinidad Rancheria, hereinafter referred to as the "Rancheria" and the City of Trinidad, hereinafter referred to as the "City" for the Trinidad Water System Upgrade Project, hereinafter referred to as the "Project."

The City desires to construct improvements to the Water System to upgrade the filtration and disinfection systems at the Water Treatment Plant to bring the system into compliance with the Federal Safe Drinking Water Act, in addition to site improvements and operational enhancements to improve the performance of the system.

The Rancheria desires to assist with the Project through providing funding assistance for the water treatment plant backup generator, cultural monitoring services for ground disturbing activities, and other requested activities as approved by the Rancheria.

This MOA provides a mechanism to allow the transfer of funds from the Rancheria to the City for Project construction payments.

WHEREAS, the City has been awarded funding for the Project from California Department of Public Health through the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Prop 50); and

WHEREAS, the Rancheria has been awarded funding for the Project from Indian Health Service (IHS); and IHS has approved the City's proposed Project and is willing to provide funding to the Rancheria for the Project on the terms and conditions set forth herein;

It is hereby agreed between the Rancheria and the City that each party will perform the following:

1. The Rancheria shall utilize funds for the Project only on reimbursable costs as defined in MOA for Project CA 12-M70 Guidelines between Indian Health Service and the Rancheria. The specific activities/tasks to be carried out, including activities, objectives and deliverables, are set in **Exhibit A**, Costs & Funding Summary, attached hereto and incorporated herein, and **Exhibit B**, Trinidad Rancheria Project CA 12-M70 Memorandum of Agreement attached hereto and incorporated herein;
2. The City shall construct the Water System Upgrades according to the Water System Upgrade Project Contract Documents and Specifications.

3. The City will have responsibility for Labor Compliance; review all grant documents for Project compliance, review all contracts and subcontracts for Project compliance, review insurance and bond requirements for Project compliance,
4. The City shall provide the Rancheria or authorized representative of the foregoing unlimited access to the Project site during Project implementation and thereafter for the term of this MOA to ascertain compliance with this MOA and its goals.
5. The Rancheria or authorized representative of the foregoing shall be provided all necessary construction / payment documentation as required under Agreement CA-12-M70 for verification that the selected items identified in pay request was completed per the plans and specifications. Final acceptance and payment for the work shall not occur until the City has provided approved submittal documentation stating all materials used are in full compliance with the plans, specifications and other contract requirements under this Agreement and materials and/or work has been approved by the City as completed. This documentation shall be reviewed by the Rancheria or its authorized representative for compliance with Agreement CA-12-M70 any and all deficiencies shall be corrected before authorization of release of funds will be issued. Costs associated with the review of this documentation shall be the responsibility of the City.
6. The Project requires cultural monitoring for all ground disturbing activities. For all ground disturbing activities, the City shall require the Contractor or subcontractor's to contact the Tribal THPO (Rachael Sundberg) a minimum of 48 hours in advance of the ground disturbing activity. A project estimate of 320 hours of cultural monitoring has been submitted as part of contract documents. The City shall provide an estimate of future cultural monitoring hours needed with each pay estimate. Indian Health Service.
7. The City will prepare and submit monthly CDPH claims and provide a copy to the Rancheria.
8. When Tribal contributions are to be allocated, the City shall provide approved submittal documentation showing materials to be used are in compliance with construction specifications and construction documents to the Rancheria so that any necessary inspections can be performed. Final acceptance and payment for the work shall not occur until the contractor has corrected all deficiencies identified at the inspection and until the work is in full compliance with the plans, specifications and other contract requirements.
9. The City shall conduct a final inspection of the facilities provided under the MOA with the Trinidad Rancheria, IHS representatives and other interested parties. Final acceptance and payment for the work by the contractor shall not occur until the contractor has corrected all deficiencies identified at the final inspection and until the work is in full compliance with the plans, specification and other contract requirements. Final contributions for the work performed will not be released to the City until such time as the Indian Health Service participates in a final inspection and determines that the work complies with all contract requirements.

10. The City will be responsible for the repayment of any and all agreement funds that have been disbursed, with interest, should the Project lapse, be delayed, or for any reason be unable to be completed;
11. The City shall be responsible in accordance with acceptable standards and business practices, for the settlement of all contractual and administrative issues arising out of procurement. These issues include, but are not limited to, source evaluation, protests, disputes and claims. The City shall maintain fiscal control and accounting procedures sufficient to permit the tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this MOA, and shall maintain separate Project accounts in accordance with generally accepted accounting principles.
12. At no time during the Project will the Rancheria represent the City nor will the City represent the Rancheria.
13. The City accepts and agrees to comply with all terms, provisions, conditions, and commitments of this MOA, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the City to the Rancheria in application, accompanying documents, and communications filed in support to the City's request for financial assistance.
14. Subject to Section 12 of this MOA, the City agrees to indemnify, defend and hold harmless the Rancheria against any loss or liability arising out of any claim or action brought against the Rancheria from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with the actions or omissions of the City, its employees, officers, and agents in connection with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this MOA or any related document; (3) any violation of any applicable law, rule or regulations, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resources Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code, section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statements of any material fact or omission made by the City in connection with any of the transactions contemplated by this MOA. Subject to Section 12 of this MOA, to the fullest extent permitted by law, the City agrees to pay and discharge any judgment or award entered or made against the Trinidad Rancheria with respect to any such claim or action, and any settlement, compromise or other voluntary resolution, provided that the City, or its insurers shall have the right and

opportunity to defend any claim or cause of action described herein, but shall be under no obligation to do so. The provisions of this section shall survive the term of this MOA.

The City agrees the Trinidad Rancheria, Indian Health Service, Inspector General or the Internal Revenue Service, or any authorized representative of the foregoing shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the City's obligations under this MOA. In the event Indian Health Service determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements and Indian Health Service calls for an audit of financial information relative to the Project, the City shall cause a certified public accountant, who is independent of the City, to perform an audit in the form required by Indian Health Service. The City shall maintain financial information relative to the Project for a possible audit for a minimum of three (3) years after the final Project payment is made from Indian Health Service to the Trinidad Rancheria, unless the City stipulates to a longer record retention period. Upon reasonable notice, the City agrees to allow the auditor(s), and other above referenced state and federal offices and agencies, the access to such records during normal business hours and to allow the auditors to interview employees regarding their knowledge of such documents. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the three year period, whichever is later.

15. Notwithstanding any other provision in this Agreement to the contrary, nothing in this Agreement shall be deemed to be a general waiver of the Trinidad Rancheria's sovereign immunity from suit, which immunity is expressly asserted.
16. The City agrees to maintain and operate the facilities and structures constructed or improved as part of the Project throughout the life of the project and to assume the operations and maintenance costs of the facilities and structures. The City further agrees that, except as provided in this MOA, it will not abandon, substantially discontinue use of the facilities and structures constructed or improved as part of the Project or any significant part or portion thereof during the useful life of the Project.
17. Throughout the life of the Project, the City shall provide and maintain insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this MOA, unless such structures have been leased or disposed of in accordance with this MOA and the lessee or owner of such facilities provides and maintains insurance in satisfaction of the insurance requirements in this section. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without 30 days prior written notice to the Rancheria. In the event of any damage or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system.

18. The parties to this MOA do not create rights in, or grant remedies to, any third party as a beneficiary of this MOA, or of any duty, covenant, obligation or undertaking established herein.
19. **Amendment.** This Agreement may be amended by written instrument signed by both parties.
20. **Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. If the attachments or exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.
21. This agreement is not valid unless properly executed by both parties.

Approval Recommended:

TRINIDAD RANCHERIA

CITY OF TRINIDAD

\_\_\_\_\_  
Garth Sundberg, Chairman  
Trinidad Rancheria

\_\_\_\_\_  
Julie Fulkerson, Mayor  
City of Trinidad

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Exhibit A. Costs and Funding Summary**

Trinidad Water System Upgrade Project	Total in Project IHS CA 12-M70	IHS Total to Rancheria	MOA Total to Trinidad	CDPH Prop 50 P50-179 To City
Engineering / Consulting				\$ 271,200
Preliminary / Administration				\$ 10,000
Construction				
CDPH Funded Construction Items				\$ 1,329,348.81
Bid Item No. 16 Generator	\$ 48,000	\$ 48,000	\$ 48,000	-
Bid Item No. 12 Interior Painting	\$ 7,000	\$ 7,000	\$ 7,000	-
Change Order: Stairs to Wet Well	\$ 23,899	\$ 23,899	\$ 23,899	-
O&M Equipment				-
Vactor Mounted Trailer	\$ 50,000	\$ 50,000	\$ 50,000	-
Contingency	\$ 7,101	\$ 7,101	\$ 7,101	\$ 389,451.19
Rancheria Admin	\$ 4,350	\$ 4,350		-
Cultural Monitoring	\$ 9,000	\$ 9,000		-
IHS Technical Support	\$ 21,750			-
<b>TOTAL</b>	<b>\$ 171,100</b>	<b>\$ 149,350</b>	<b>\$ 136,000</b>	<b>\$ 2,000,000</b>

**Construction Item / Equipment Description**

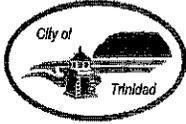
**Bid Item No. 16 Generator:** This item includes the generator and support systems including all labor, equipment and materials necessary for removal of electrical equipment associated with the existing generator and ancillary motor systems, installation of new generator set and all associated meters, valves, piping, appurtenances, electrical, controls, support systems, and commissioning.

**Bid Item No. 12 Interior Painting:** This item includes painting the interior of treatment plant building, including all labor, equipment and materials necessary to prepare the surfaces to be painted and coat the interior of the treatment plant building, to protect the integrity of the facility.

**Change Order: Stairs to Wet Well:** This item includes two sets of hot dipped galvanized steel stair cases located between the NE side of water treatment plant building to the ground bench near the wet well. Also included are 8" to 12" deep reinforced concrete foundations (3) at top and bottom of each stair case with length adjusted to suit the slope of the hill. Lastly this time includes removing a portion of the existing chain link fence and installation of a lockable gate.

**Vactor Mounted Trailer:** The City will purchase a trailer mounted vacuum excavator including trailer, which will enable City staff to remove built up sediment from the water system backwash tank. This item will not be part of the construction contract. The City will put together a specification letter and obtain three bids. Once the bids have been received they will be evaluated based on cost, manufacturer responsiveness and on-going support services provided. Prior to purchase, the City will obtain concurrence from the Rancheria on the unit selected.

**Contingency:** If the dollars for contingency are not needed for the costs presented in the Table above, the contingency funds will either be used to pay for the 5% contractor retainage or additional minor upgrades at the WTP, as approved by the Rancheria and Indian Health Service.



## CONSENT AGENDA ITEM 4

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 2 PAGES**

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4. Treasury Cash and Investments Report.

CONSENT AGENDA ITEM

Date: May 14, 2014

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Item: Treasury Cash and Investments Report

Background:

The attached report is in keeping with the external auditor's recommendation to periodically update the council as to the city's cash position, and is standard operational procedure in many agencies.

In addition to review of the city's cash position, this report identifies investment yields and reconciles the cash as reflected on the city's accounting records with the cash on deposit with its bank and other financial institutions to validate internal control.

Proposed Action:

Receive and file report.

Attachment:

Treasury Cash and Investments Report as of March 31, 2014

**City of Trinidad**  
**Treasury Cash and Investment Report**  
**March 31, 2014**

	Maturity Date	% Yield to Maturity	Ledger Balance
Morgan Stanley			
Money Market Fund	demand	0.01%	\$ 87,560
Federal National Mtg Assn	10/15/2014	4.51%	<u>78,431</u>
			<u>165,991</u>
Local Agency Investment Fund	demand	0.236%	867,753
North Valley Bank checking	demand	0.02%	<u>856,094</u>
<b>Total Cash and Investments</b>			<b><u><u>\$ 1,889,838</u></u></b>

**Fund Distribution:**

Governmental Funds			
General and Other			\$ 1,024,831
Proprietary Funds			
Water Fund			713,575
Cemetery Fund			<u>151,432</u>
			<u>865,007</u>
<b>Total Cash and Investments</b>			<b><u><u>\$ 1,889,838</u></u></b>



## CONSENT AGENDA ITEM 5

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 7 PAGES**

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5. Project Study Report and Active Transportation Program Grant Application for Van Wycke Trail Repair.

CONSENT AGENDA ITEM

Date: May 14, 2014

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Item: Project Study Report and Active Transportation Program Grant Application for Van Wycke Street Trail Project

Background:

The City has an opportunity to apply for an Active Transportation Program (ATP) grant for the Van Wycke Street Trail Project. This project would include the construction of an approximately 40-foot retaining wall along the portion of Van Wycke Trail where the existing wood retaining wall is located. A planning level cost estimate was prepared in 2013 so that the project could be included in the Humboldt County Association of Government's (HCAOG's) Regional Transportation Plan, and it is considered the top priority project for the City. The cost estimate includes the replacement of two existing street lights (Van Wycke/Galindo and Van Wycke/Edwards) with the current decorative standard used elsewhere in the city. The estimate also includes the cost to pave (with asphalt concrete) the sections of the trail that are not currently paved, although this could be omitted from the project if so desired by the city. Also to be included is replacement of the water main located near and underneath the existing trail. If the grant application is successful, the public will have the opportunity to weigh in on project design specifics during the design and permitting phases of the project. The project will require a city match of 11.47%, or about \$39,000, which can be funded from a combination of reserves and/or accumulated gas tax revenues over two fiscal years (2014-15 and 2015-16). The \$7,000 estimate for the water line can be funded through water system accumulated reserves.

In 2013, the City of Trinidad was successful in securing \$5,000 in Planning, Programming, and Monitoring funds from the Humboldt County Association of Governments for the development of a Project Study Report for the Van Wycke Street Trail Project. The Project Study Report is intended to define the project scope, schedule, and estimated cost so that the project can be considered for inclusion in a future programming document. Some of the information developed for the Study Report will be utilized in the grant application. In addition, having a Project Study Report completed for the project may make the project more competitive for the grant.

The Project Study Report and grant application are each estimated to cost \$5,000 to prepare. The Study Report can be funded through the \$5,000 in Planning funds already approved by the HCAOG. The Active Transportation grant application can be funded with \$5,000 in current year gas tax revenues. In order to meet the application deadline, the grant application will need to be completed and in the mail no later than Friday, May

16, 2014. In order to meet this schedule, the City Manager has approved the attached two agreements (\$5,000 each) for GHD to proceed, under the authority of Resolution 2009-05, which designates the City Manager as its official representative for the process of grant funding support, and the purpose of this agenda item is to seek retroactive concurrence and set aside of appropriate funds.

The purpose of an Active Transportation Program project is to encourage/increase the use of active modes of transportation, including biking and walking and enhancement of public health, and it appears this project would be a good fit and is expected to be competitive.

The cost estimate prepared in 2013 is as follows:

<i>E&amp;P (PA&amp;ED) (7%)</i>	<i>\$15,000</i>
<i>PS&amp;E (25%)</i>	<i>\$54,000</i>
<i>Right of Way Support/Capital (10%)</i>	<i>\$22,000</i>
<i>Construction Engineering (15%)</i>	<i>\$33,000</i>
<i>Construction Capital Cost</i>	<i>\$214,000</i>
<i>Total Estimated Project Cost</i>	<i>\$338,000</i>
<b>Call</b>	<b>\$340,000</b>
<b>City Match (11.47%)</b>	<b>\$38,998</b>
<b>ATP Grant</b>	<b>\$301,002</b>

The water line replacement is expected to cost an additional \$7,000.

Proposed Action:

1. Retroactively authorize the City Manager to sign the \$5,000 Agreement with GHD for development of a Project Study Report for the Van Wycke Street Trail Project, funded by HCOAG; and
2. Retroactively authorize the City Manager to sign the \$5,000 Agreement with GHD to complete and submit an Active Transportation Program project grant application for the Van Wycke Street Trail Project; and
3. Approve the following supplemental budgets:

Revenue: 201-46000 Grant Income	\$5,000 (HCAOG)
201-59999 Interdepartmental transfer	\$5,000 (Gas Taxes)
Expenditures: 501-75300 Contracted Services	\$10,000

Attachments:

Agreement with GHD to prepare a Project Study Report

Agreement with GHD to prepare an Active Transportation Program Grant Application



COPY

**Agreement Between  
City of Trinidad and GHD  
Prepare a Project Study Report  
for the  
Van Wycke Street Trail Project  
April 16, 2014**

**INTRODUCTION**

This scope of services relates to a prime agreement between the City of Trinidad and GHD Inc. (formerly Winzler & Kelly) dated August 5th, 2004. All provisions of the prime agreement apply to this scope of services unless otherwise stated in this scope of services.

GHD assisted the City of Trinidad in securing \$5,000 in Planning, Programming, and Monitoring (PPM) funds from the Humboldt County Association of Governments (HCAOG) for the development of a Project Study Report (PSR) for the Van Wycke Street Trail Project.

The Van Wycke Street Trail Project is the top priority project for the City of Trinidad and is listed on Humboldt County Association of Governments (HCOAG) Regional Transportation Plan's Top Priority Regional Complete Streets Projects list. The PSR is required to make the project eligible for regional transportation funds and will identify necessary studies, permits and associated costs required to complete the project.

**SCOPE OF SERVICES**

The following tasks define our scope of services:

**Task 1 – Prepare Project Study Report**

Under this task GHD will develop a PSR for the proposed trail project. The PSR will be based on Caltrans format and include: a brief project description, environmental status, cost breakdown, the condition of the existing facility and project timeline.

**Task 2 – HCAOG Reimbursement Requests**

GHD will assist the City by preparing their reimbursement requests to HCAOG. In addition to sending invoices to the City, GHD will submit duplicate copies of GHD invoices to the HCAOG along with detailed billing information to include: date of work, hours worked, hourly rate, name of person who performed the work, and description of work. A copy of all work products will be submitted to HCAOG with the invoices.



COPY

**DELIVERABLES AND SCHEDULE**

GHD will provide the following deliverables:

<u>Deliverable:</u>	<u>Tentative Date:</u>
Draft Van Wycke Trail PSR	May 13 <sup>th</sup> , 2014
City Comments on Draft PSR	May 17 <sup>th</sup> , 2014
Final Van Wycke Trail PSR	May 20 <sup>th</sup> , 2014

GHD will provide one (1) electronic PDF and one (1) hard copies for each of the above documents.

**ASSUMPTIONS AND EXCLUSIONS**

This proposal is based on the following assumptions and exclusions:

- This scope of services does not include anything not specifically identified in the tasks above.

**COMPENSATION**

GHD will complete this scope of services on a time and material basis not to exceed \$5,000. Charges will be in accordance to GHD's current fee schedule.

**AGREED**

Karen Sulker      4-23-2014  
 Karen Sulker      Date  
 Trinidad City Manager

[Signature]      4/23/14  
 Steve Allen      Date  
 GHD Inc.

501

City of Trinidad Accounting Tracking Number



01063 - 8411214

COPY

**Agreement Between  
City of Trinidad and GHD  
Prepare an Active Transportation Program Grant Application  
for the  
Van Wycke Street Trail Project  
April 16, 2014**

**INTRODUCTION**

This scope of services relates to a prime agreement between the City of Trinidad and GHD Inc. (formerly Winzler & Kelly) dated August 5th, 2004. All provisions of the prime agreement apply to this scope of services unless otherwise stated in this scope of services.

The Van Wycke Street Trail Project is the top priority project for the City of Trinidad and is listed in the Humboldt County Association of Governments (HCOAG) Regional Transportation Plan's (RTP) Top Priority Regional Complete Streets Projects list. Caltrans is now administering a call for Active Transportation Program (ATP) projects and is accepting applications until May 21<sup>st</sup>. The purpose of the ATP is to encourage increased trips by biking and walking, increase safety and mobility for non-motorized users and to enhance public health. The City of Trinidad has requested that GHD prepare an ATP grant application for the Van Wycke Street Trail Project.

**SCOPE OF SERVICES**

The following tasks define our scope of services:

**Task 1 – Prepare ATP Application**

Under this task GHD will complete and submit an ATP application for the proposed Van Wycke Street Trail Project on behalf of the City of Trinidad.

**DELIVERABLES & SCHEDULE**

GHD will provide the following deliverables:

<u>Deliverable</u>	<u>Tentative Date</u>
Draft Van Wycke Trail ATP Application	May 9 <sup>th</sup> , 2014
City Comments on Draft Application	May 13 <sup>th</sup> , 2014
Final Van Wycke Trial ATP Application	*May 16 <sup>th</sup> , 2014

\*GHD to mail application to Caltrans by Close-of-Business May 16<sup>th</sup> 2014.

GHD will provide one (1) electronic PDF and one (1) hard copy for the Draft and Final Applications.

**ASSUMPTIONS AND EXCLUSIONS**

This proposal is based on the following assumptions and exclusions:

- This scope of services does not include anything not specifically identified in the tasks above.



COPY

**COMPENSATION**

GHD will complete this scope of services on a time and material basis not to exceed \$5,000. Charges will be in accordance to GHD's current fee schedule.

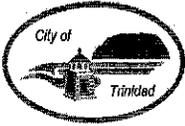
**AGREED**

Karen Suiker 4/23/2014  
Karen Suiker Date  
Trinidad City Manager

[Signature] 4/25/14  
Steve Allen Date  
GHD Inc.

501

City of Trinidad Accounting Tracking Number



## CONSENT AGENDA ITEM 6

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 1 PAGES**

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6. Vacation Dwelling Unit (VDU) Ordinance Update.

## **CONSENT AGENDA ITEM**

**May 14, 2014**

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### **Item: Vacation Dwelling Unit (VDU) Ordinance**

The Planner has incorporated the changes made to the VDU ordinance at the last meeting. A copy was sent to the Coastal Commission staff for their input and the Planner met with Jim Baskin and Bob Merrill to discuss the current version the day after the Council meeting, Thursday, April 10<sup>th</sup>. After some discussion, particularly regarding the parking exception, they concurred with all the changes except one. They still have concerns about not having a numerical, per capita cap on water use. The Planner argued that excessive water use should be determined on a case-by-case basis since lot size and landscaping requirements dramatically affect monthly and annual water use. Since water use is not metered or calculated separately for landscaping versus interior use, a cap would punish those with larger lots, when it is the smaller lots that generally have a higher risk of septic system problems.

Coastal Commission staff agreed to research and consider the issue further. Unfortunately Mr. Baskin was out of the office for much of April, but stated that he would discuss the issue with their water quality specialist. The head of their water quality unit will be in town the week of May 5<sup>th</sup> and Mr. Baskin will be meeting with him and other staff to discuss the issue further. This matter is therefore on hold pending further information/direction from Coastal Commission staff.

### **Recommended Action:**

Receive this update on the status of the VDU ordinance.



## CONSENT AGENDA ITEM 7

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 1 PAGES**

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7. Emergency Operations Plan Update.

## Consent Agenda Item

May 14, 2014

**Item:** Emergency Operations Plan

**Background:** As a component of the City of Trinidad's Local Hazard Mitigation Plan, Trinidad's Emergency Operations Plan (EOP) identifies the City's emergency planning, organization, policies, procedures, and response to extraordinary emergency situations associated with natural disasters, technological incidents, and national security emergencies. The plan also addresses integration and coordination with other governmental levels when required.

This Emergency Plan accomplishes the following:

- Establishes the emergency management organization required to mitigate any significant emergency or disaster affecting the emergency operational area.
- Identifies the responsibilities, policies and procedures required to protect the health and safety of Trinidad population, public and private property, and the environmental effects of natural and technological emergencies and disasters.
- Establishes the operational concepts and procedures associated with field response to emergencies, City Emergency Operations Center (EOC) activities, and the recovery process.

This plan is based on the functions and principles of the California Standardized Emergency Management System (SEMS), the California Incident Command System (ICS), and the National Incident Management System (NIMS) which identifies how the Trinidad emergency operational system fits in the overall California emergency management system during response and recovery operations. It is important to stress that this plan is based upon *Functions*, not the number of personnel. One person may be called upon to perform all functions, as needed. In a major event, the duties of each function can be assigned to individuals as the staff size grows to respond appropriately to the event.

Public Works, acting as the City's Office of Emergency Services (OES) is now responsible for reviewing the entire plan every three years, and coordinating the revision of the plan as required. Trinidad's EOP was last revised in December 2003 by the Trinidad Police Department. Since that time, procedures and personnel have changed necessitating an update of the plan. The two major changes are listed below:

The City Manager now presides over functions formerly assigned to the City Mayor.  
Humboldt County Sheriff's office is now responsible for all law enforcement functions.

The EOP, as amended, is over 200 pages; the entire document is available on the City's web site, or can be reviewed at town hall.

**Proposed Action:** Receive Emergency Operations Plan (EOP) update and take any action as appropriate.

**Attachments:** None. Entire plan is available online at [www.trinidad.ca.gov](http://www.trinidad.ca.gov) in the document library.



## CONSENT AGENDA ITEM 8

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 9 PAGES**

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8. Authorize City Manager to sign the amended grant agreement to extend the Watershed Coordinator position through December 31, 2014.

## **CONSENT AGENDA ITEM**

**Date: May 12, 2014**

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**Item: WATERSHED COORDINATOR GRANT PROGRAM**

**Background:** In June 2012, the city council passed Resolution 2011-1, authorizing the City Manager to enter into a financial assistance agreement with the California Department of Conservation (DOC) for a Watershed Coordinator Grant for the Trinidad to Humboldt Bay Watershed Program. This resolution also authorizes the City Manager or designee to execute any financial assistance agreements, amendments, invoices, or any other documents related to or required for the administration of said agreement. Grant Agreement 3010-205 was executed on June 22, 2011. This agreement covers salary and support costs for two half-time position: Coordinator 1 is filled by city staff, Coordinator 2 was filled through an agreement with Redwood Community Action Agency (RCAA). The RCAA Coordinator 2 has completed his contract.

Due to the Governor's drought declaration, the Department of Conservation has offered to extend the grant agreement for both half time coordinators for 6 months through December 31, 2014 to enable the Watershed Coordinators to assist with addressing drought issues. Because the RCAA Coordinator is not interested in the position, Coastal Ecosystems Institute of Northern California (CEINC) has agreed to take on a contract for the half time Watershed Coordinator 2 to work with City Coordinator 1 on regional tasks, and to assist with coordination in the Humboldt Bay watersheds. Staff recommends the Council authorize the City Manager to sign the Agreement for Services with CEINC not to exceed \$27,351.

The Grant Agreement amendment is currently being prepared by the DOC and the city expects to receive it shortly. The amendment process must be completed before June 1, 2014. This amendment will extend the grant term to December 31, 2014 and provide additional funds. Staff recommends the Council authorize the City manager to sign the Grant Agreement 3010-205 Amendment.

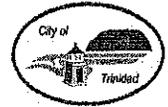
**Staff Recommendation:**

- 1) Authorize City Manager to sign the amended Grant Agreement 3010-205
- 2) Authorize City Manager to sign the contract with Coastal Ecosystems Institute of Northern California for a half time watershed coordinator position.

**Attachments:** Resolution 2011-1  
CEINC Agreement for Services

**OTRINIDAD CITY HALL**  
P.O. Box 390  
409 Trinity Street  
Trinidad, CA 95570  
(707) 677-0223

*Stan Binnie, Mayor*  
*Gabriel Adams, City Clerk*



**RESOLUTION 2011-1**

**AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO A FINANCIAL ASSISTANCE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF CONSERVATION FOR A WATERSHED COORDINATOR GRANT**

**WHEREAS**, the Department of Conservation has determined that the City of Trinidad is eligible to receive funds from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 (Proposition 84);

**WHEREAS**, the Trinidad-Westhaven Integrated Coastal Watershed Management Plan identifies the importance of coordination among agencies, residents and other stakeholders in order to improve water quality, to provide safe and reliable drinking water, to reduce contaminated runoff, to enhance the integrity of the natural habitat, and to provide safe public access to coastal and marine resources;

**WHEREAS**, the City of Trinidad will use these funds for a Trinidad to Humboldt Bay Coastal Watershed Coordinator to advance sustainable watershed management using community-based strategies;

**WHEREAS**, The City of Trinidad is authorized to enter into a financial assistance agreement with the state of California and the Department of Conservation for the Watershed Coordinator Grant program.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Trinidad hereby authorizes the City Manager or designee to enter into a financial assistance agreement with the Department of Conservation for the Watershed Coordinator Grant Program; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, That the City of Trinidad hereby authorizes the City Manager or designee to execute any financial assistance agreements, amendments, invoices, or any other documents related to or required for the administration of said agreement;

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the City of Trinidad agrees and does authorize the City Manager or designee to certify that the City will comply with all applicable federal and state statutory and regulatory requirements related to the financial assistance funds received.

**PASSED AND ADOPTED BY THE TRINIDAD CITY COUNCIL** of Humboldt County of the State of California this 9<sup>th</sup> day of February, 2011.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the Trinidad City Council by the following vote:

Ayes: Morgan, Davies, Bhardwaj, Fulkerson  
Noes: None  
Absent: Miller  
Abstain: None

Attest:

  
\_\_\_\_\_  
Gabriel Adams  
Trinidad City Clerk

  
\_\_\_\_\_  
Kathy Bhardwaj  
Mayor

**AGREEMENT FOR SERVICES BETWEEN THE  
City of Trinidad and Coastal Ecosystems Institute of Northern California**

This Agreement for Services (Agreement) is dated for identification this \_\_\_\_\_, 2014, and is made by and between the City of Trinidad (City) and Coastal Ecosystems Institute of Northern California (CEINC), whose address is PO Box 806, Bayside, CA 95524. Hereinafter, the City and CEINC collectively shall be referred to as "the Parties."

**RECITALS**

A. City desires to retain the services of CEINC to provide watershed coordination services to be funded through a California Department of Conservation (Department) 2010 Watershed Coordinator Grant Agreement, number 3010-205 (DOC Grant Agreement).

B. CEINC is a qualified professional capable of providing the certain professional services that the City seeks.

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, City does hereby engage CEINC, and CEINC agrees, to perform the services set forth herein in accordance with the following terms and conditions:

1. **Description of Services.** Jill Demers, independent contractor with CEINC shall provide the following services:

See attached Exhibit A. Coordinator 2 Work Plan

2. **Schedule and Term.**

CEINC shall provide services under this contract beginning May 1, 2014 and shall complete all work under this contract no later than December 31, 2014.

3. **Terms & Conditions**

**In addition to the terms and conditions outlined herein, the terms and conditions of this agreement shall be in accord with and encompass those terms and conditions set forth in the DOC Grant Agreement, attached hereto as Exhibit B.**

3.A. **Publicity and Acknowledgment:** (a) CEINC agrees that it will acknowledge the California Department of Conservation's support whenever activities or projects funded, in whole or in part, by DOC Grant Agreement are publicized in any news media, brochures,

articles, seminars or other type of promotional material. CEINC shall also include in any publication resulting from work performed under this grant an acknowledgment substantially as follows:

*The work upon which this publication is based was funded in whole or in part through a grant awarded by the Department of Conservation.*

(b) CEINC shall place the following notice, preceding the text, on any report or publication resulting from work performed under this Agreement.

#### DISCLAIMER

*The statements and conclusions of this report are those of the Grantee and/or Subcontractor and not necessarily those of the Department of Conservation, or its employees. The Department makes no warranties, express or implied, and assumes no liability for the information contained in the succeeding text.*

(c) Before any materials or other publications funded in whole or in part pursuant to this Agreement are published, CEINC shall provide City (and thereby Department) with an opportunity to review any and all references to the Department or the programs and laws that it administers in such materials and publications. \

3.B. Copies of Data, Plans and Specifications: CEINC shall, at the request of City, provide City with copies of any data, design plans, specifications, maps, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations and memoranda of every description or any part thereof, prepared under this Agreement.

The State of California shall have the right to copy and distribute said copies in any manner when and where it may determine without any claim on the part of CEINC, its vendors or subcontractors to any additional compensation.

3.C. Recordkeeping Requirements: (a) CEINC shall establish an official file for the project. The file shall contain documentation of all actions taken regarding this Agreement.

(b) CEINC shall establish separate ledger accounts for receipt and expenditure of grant funds and maintain expenditure detail in accordance with the approved budget detail. Separate bank accounts are not required.

(c) CEINC shall maintain financial records in accordance with generally accepted accounting principles. CEINC shall maintain adequate supporting documentation in such detail so as to provide an audit trail of receipts, expenditures and disbursements. Grantee's records will permit tracing transactions from support documentation to the accounting records to financial reports and billings. Such documentation shall include proof of all match contributions, including identification of the source of each and every such contribution, and may include, but shall not necessarily be limited to, subsidiary ledgers, payroll records, vendor invoices, canceled checks, bank or other financial account records, consultant contracts and billings, volunteer rosters and work logs, and lease or rental agreements. Such documentation shall be readily available for

inspection, review and/or audit by City or the Grant Manager or other representatives of the State.

3.D. Travel: Reimbursement of travel is not permitted unless expressly provided in the approved Budget at Exhibit C. Travel by private or CEINC or City-owned automobile, necessary for the performance of this Agreement, shall be reimbursed at no more than 50 cents per mile, or the current State mileage rate. CEINC shall maintain detailed travel records showing the date and purpose of grant-related travel, destination and, in the case of travel by automobile, vehicle license number and number of miles driven.

4. **Compensation.** Total compensation to CEINC for providing services, including materials, tax and labor set forth herein shall not exceed

1) \$8,700 for the period May 1 - June 30, 2014;

2) \$18,706 for the period July 1, 2014 – December 31, 2014, contingent upon execution of the 3010-205 Extension amendment.

The Coordinator 2 hourly rate shall be reimbursed at \$34 per hour.

See attached Exhibit C Budget.

5. **Payment Schedule.** City shall make payment to CEINC within thirty (30) days of receiving compensation from the Department of Conservation for any undisputed invoices submitted by CEINC. See attached Exhibit D Deliverables.

6. **Assignment.** CEINC's interest in and responsibilities under this Agreement shall not be assignable by CEINC either in whole or in part without the written consent of City.

7. **Termination.** City may terminate this Agreement at any time, for any and no reason, by providing ten (10) days advance written notice to CEINC.

8. **Independent Contractor.** It is agreed that CEINC is an independent contractor, and all persons working for or under the direction of CEINC are CEINC's agents, servants and employees, and said persons shall not be deemed agents, servants or employees of the City.

9. **Applicable Laws and Attorneys' Fees.** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court. Reasonable attorney fees shall be based upon comparable fees of private attorneys practicing in Humboldt County.

## **10. Insurance Requirements**

CEINC shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

### **A. General Liability**

- Commercial General Liability Insurance no less broad than ISO form CG 00 01.
- Coverage must be on a standard Occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; 2,000,000 Products/Completed Operations Aggregate.
- Prior written consent is required if the insurance has a deductible or self-insured retention in excess of \$25,000.
- The City of Trinidad must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of CEINC.
- The policy definition of “insured contract” must include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (“f” definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the City of Trinidad as an additional insured must be primary and non-contributory with respect to any insurance or self-insurance program maintained by the City of Trinidad.
- Thirty (30) days' prior written notice of cancellation or material change must be provided to the City of Trinidad
- The policy must cover inter-insured suits and include a “separation of Insureds” or “severability” clause which treats each insured separately.
- Required Evidence of Coverage:
  1. Copy of the additional insured endorsement or policy language granting additional insured status;
  2. Copy of the endorsement or policy language indicating that coverage applicable to the City of Trinidad is primary and non-contributory; and
  3. Properly completed Certificate of Insurance.

### **B. Professional Liability Insurance or Errors & Omissions Coverage**

- Minimum Limit: \$1,000,000.
- Prior written consent is required if the insurance has a deductible or self-insured retention in excess of \$25,000.
- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- Coverage applicable to the work performed under this agreement shall be continued for two (2) years after completion of the work . Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- Thirty (30) days' prior written notice of cancellation or material change must be provided to the City of Trinidad.

- This requirement may be waived at City's discretion
- Required Evidence of Coverage:
  1. Properly completed Certificate of Insurance.

C. Automobile Liability

- Minimum Limit: \$1,000,000 combined single limit per accident.
- Coverage must apply to all owned, hired and non-owned vehicles.
- The City of Trinidad must qualify as an insured.
- Required Evidence of Coverage:
  1. Copy of endorsement or policy language indicating that the City of Trinidad is an insured; and
  2. Properly completed Certificate of Insurance.

D. Standards for Insurance Companies

- Insurance policies must be issued by an insurer with an A.M. Best's rating of at least A:VII.

E. Documentation

- The Certificate of Insurance must include the following reference City of Trinidad Grant No. 3010-205
- The name and address for Additional Insured endorsements, Certificates of Insurance and Notice of Cancellation is:  
 City of Trinidad  
 P. O. Box 390  
 Trinidad, CA 95570
- Current Evidence of Coverage must be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**11. Hold Harmless.** CEINC shall defend, indemnify and hold harmless the City of Trinidad, its officials, officers, employees, volunteers and agents from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of CEINC, its officials, officers, employees, agents, subconsultants and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. CEINC shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. CEINC shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CEINC's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents or volunteers

12. **Reliance Upon Professional Skill.** It is mutually agreed by the parties that City is relying upon the professional skill of CEINC, and CEINC represents to City that its work shall conform to generally recognized professional standards in the industry. Acceptance of CEINC's work by the City does not operate as a release of CEINC's said representation.

13. **Amendment.** This Agreement may only be amended by written instrument signed by both parties.

14. **Severability/Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, it shall be severable from the remainder of the Agreement. The Parties agree that all other provisions of this Agreement shall have force and effect and not be affected thereby.

15. **Timeliness:** Time is of the essence in the performance of this Agreement. CEINC is required to begin performance under this Agreement as soon as possible following its execution and shall abide by the Deliverable due dates at Exhibit D Deliverables. CEINC shall not incur costs pursuant to this Agreement past the Agreement end date.

16. **Inconsistent Terms.** If the attachments or exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.

17. **Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. If the attachments or exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control. I agree that no promises were made to me other than the promises set forth in this written document and that I have not entered into this agreement for any reason other than due to the promises set forth herein in writing.

18. **Notices.** Any notice required to be given to CEINC shall be deemed to be duly and properly given if mailed to CEINC, postage prepaid, addressed to:

Coastal Ecosystems Institute of Northern California  
PO Box 806  
Bayside, CA 95524

or personally delivered to CEINC at such address or at such other addresses as CEINC may designate in writing to the City.

Any notice required to be given to City shall be deemed to be duly and properly given if mailed to the City of Trinidad, postage prepaid, addressed to:

City of Trinidad  
P. O. Box 390  
Trinidad, CA 95570

or personally delivered to the City of Trinidad at such address or at such other addresses as the City may designate in writing to CEINC.

IN WITNESS WHEREOF, this Agreement is executed by the City of Trinidad and by CEINC.

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
City Manager, City of Trinidad

\_\_\_\_\_  
Date

CEINC:

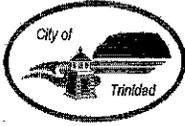
By:

\_\_\_\_\_  
Darren Mierau

\_\_\_\_\_  
Date

Title: President , Coastal Ecosystems Institute of Northern California

Taxpayer I.D. Number \_\_\_\_\_



## AGENDA ITEM 1

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 12 PAGES**

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1. Discussion/Decision regarding Contract with Sheriff for Law Enforcement Services.

## **DISCUSSION/ACTION AGENDA**

Date: May 14, 2014

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Item: Contract with Humboldt County Sheriff for Law Enforcement Services within the City of Trinidad

Background: At the City Council meeting of January 8, 2014, your Council took action to appoint Councilmembers Davies and Baker to work with staff to consider renegotiation of the law enforcement services contract. The current contract will expire June 30, 2014. This working group has met and guided the negotiation process, and we have now arrived at a proposed contract that is recommended for approval. Highlights of that contract are:

1. One full-time assigned deputy with year round working hours Wednesday through Saturday, 9:00 a.m. to 7:00 p.m. The deputy will be reporting to and from the main station in Eureka to participate in briefings and coordinate activity and information with other officers.
2. The assigned deputy will adjust his/her schedule to cover identified special events, including the 4<sup>th</sup> of July, Fish Festival, Clam Beach Run, Halloween and Summer Art Night events. In the event the assigned Deputy Sheriff is not available, the county will provide a replacement for that event.
3. In order to provide for the opportunity for council and/or the public to weigh in on and evaluate law enforcement services, the agreement provides that a representative of the Sheriff, at the rank of Lieutenant or higher, upon request by the City, shall meet quarterly with the public, "either in a special meeting or at a council meeting to discuss city policing issues."
4. The assigned deputy shall be issued a cell phone available to the public, at the expense of the City.
5. A magnetic emblem that represents the City shall be affixed to the patrol vehicle during assigned shifts, at the expense of the City.
6. As is the case with the existing contract, this is a three year agreement; however, either party can terminate upon sixty day's written notice.

The current soon-to-expire contract provides for the equivalent of 1-1/2 assigned deputies. Due to difficulties with accounting for and tracking the hours of a half-time deputy assignment, the sheriff is unwilling to agree to a similar arrangement, and the new agreement provides for one full-time deputy. Supplemental services can be arranged

(with a minimum of fifteen day's notice), for a minimum of 8 consecutive hours at the hourly rate as per the county's published fee schedule (currently \$90/hour). The intent of the working group is to budget an amount equivalent to 8 hours each week for 52 weeks, and flex the working days and working hours so there is no expectation of predictability.

The proposed contract, which would be adjusted each year based on actual staff and support costs, is \$150,634 for the first year. The working group expects to supplement this by 8 hours x 52 weeks x \$90/hour or \$37,440, with a total cost of \$188,074. This compares to the current contract cost of \$182,745.

Proposed Action: Authorize the Mayor to execute the proposed Agreement to Provide Law Enforcement Services within the City of Trinidad.

Attachment: Proposed Agreement

# Trinidad City Contract

## Agreement to Provide Law Enforcement Services Within The City of Trinidad

THIS AGREEMENT is made and entered into this 1st day of July, 2014 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 July 1, 2014, and continue through June 30, 2017, a (36) month term, expiring June 30, 2017, 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, etcetera.

### 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, 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, criminalistic, supervisory, and traffic service functions.

The staffing level of personnel dedicated to service within CITY shall be one (1) Deputy Sheriff, working forty (40) hours per week in four (4) ten (10) hour shifts. In addition, this complement of personnel shall be supported by an appropriate number of Sheriff's supervisory and management personnel, as deemed necessary by the COUNTY. All additional calls for service, outside of the contracted 10 hours of service per day, shall be dispatched from the Patrol Division. No additional cost to the CITY will be incurred for service calls received outside the ten (10) hours of dedicated patrol service. This service may also include regular, random patrol, as available, of the CITY during the non-dedicated patrol hours of

service. In the event the deputy assigned to the CITY is unable to perform their duties, due to long-term medical or disability issues, the Sheriff shall assign a suitable replacement until the assigned deputy is cleared to return to full duty.

It is agreed that the Deputy dedicated to the CITY shall be scheduled to work forty (40) hours per week, less vacation, sick leave, or any other approved or mandated times away from work. With the exception of long-term medical or disability issues discussed above, COUNTY shall not be responsible or required to backfill another Deputy to cover for the assigned Deputy out on vacation, sick leave, or other approved or mandated time away from work. For the purpose of this agreement, long-term shall be considered more than 80 hours of consecutively scheduled work hours.

The operation commanders may temporarily modify work schedules as necessary to accommodate unusual circumstances, emergency situations, or other law enforcement requirements within the CITY. When such situations occur, the operations commander shall advise the City Manager or his/her designee of the staffing modifications as soon as practical.

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 enforcement, with the exception of 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 investigations and narcotics enforcement;
  - F. When requested by the CITY, via the City Manager, a representative of the Sheriff's Department 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;
  - G. All other law enforcement services of the type provided by the Sheriff within the unincorporated areas of the COUNTY.
  - H. At the expense of the CITY, a cellular telephone will be issued to the assigned Deputy Sheriff. The telephone number for this cellular telephone shall be made available to the public. The assigned Deputy Sheriff is expected to maintain the cellular telephone in a charged and available status during normal duty hours, with the exception of officer safety issues or when busy on calls for service.
  - I. At the expense of the CITY, a magnetic emblem and/or wording with mutually agreed upon language or emblem that represents the CITY shall

be affixed to the assigned Deputy Sheriff's patrol vehicle during all assigned shifts to the CITY.

- J. The CITY and COUNTY agree that the basic hours of patrol for the assigned Deputy Sheriff shall be as follows: Work days shall be Wednesday, Thursday, Friday and Saturday, with the shift beginning at 0900 hours and concluding at 1900 hours. Shift hours will begin and conclude at the Humboldt County Sheriff's Office Main Station, Eureka, California. If there becomes specific crime trends or a need that would require further modification of the set schedule, the COUNTY agrees to meet and confer with the CITY for possible temporary amendments or modifications to the set schedule.
- K. The assigned Deputy Sheriff will adjust his/her schedule to attend identified reoccurring special events within the CITY, including the 4<sup>th</sup> of July, Fish Festival, Clam Beach Run, Halloween and Summer Art Night events (Fridays). In the event the assigned Deputy Sheriff is not available to attend these pre-identified "Special Events," the COUNTY will provide a replacement Deputy Sheriff for that event.
- L. With a minimum of fifteen (15) days' notice, The COUNTY shall provide one (1) supplemental Deputy Sheriff for Law Enforcement services based upon the COUNTY published fee schedule for the services of a Deputy Sheriff at the time of request. With a notice that is less than fifteen (15) days prior to the requested date of services, the COUNTY will make effort to provide the requested supplemental services, but is not under obligation to provide such services. In either event, each supplemental law enforcement service request shall be for a time period no less than eight (8) consecutive hours of scheduled service per Deputy Sheriff. The exception to the eight (8) hour time block would be if the CITY requests supplemental services by the assigned CITY Deputy Sheriff. These supplemental hours would be no more than four (4) hours and would run consecutive to a regularly scheduled work day. The COUNTY and CITY agree there would be no time limit for the request of these supplemental services and would be based solely on the availability of the assigned CITY Deputy Sheriff and the approval of the supervising Operational Commander.

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 sound 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, and city council member(s) as may be designated.

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 or like kind shall be returned to the respective agency who had original ownership.
7. COUNTY shall provide the necessary supplies, equipment services and materials required for performing its duties under this AGREEMENT, including 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 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 \$150,634.00 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. The method used in arriving at the total cost charged to the CITY is the application of the established actual personnel costs, and the indirect administrative, operational and COUNTY cost based on the percentage of direct services to the Sheriff's overall operational budget. The cost formula and its components are set forth in Exhibit "B" hereof which is attached hereto and incorporated herein by reference.

10. CITY shall render to COUNTY the amount of \$150,634 payable on a quarterly basis. 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 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. Recomputation 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 April 1st of each calendar year for the following fiscal year, with the fiscal year defined as July 1<sup>st</sup> through June 30<sup>th</sup>. 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 re-computation formula will specifically include estimated costs for items specified in exhibit B. The total contract amount for the applicable fiscal year will be effective July 1<sup>st</sup> 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. COUNTY shall defend, indemnify, and hold harmless the CITY, its agents, officers, council persons, commissioners, and employees, for any liability for injury to or death of any person or damage to or loss of any property caused by any negligent or wrongful act or omission occurring in the performance of this AGREEMENT by COUNTY, and CITY shall defend, indemnify, and hold harmless COUNTY, its agents, officers, and employees for any liability for injury to or death of any person or damage to or loss of any property caused by any negligent or wrongful act or omission occurring in the performance of this AGREEMENT by CITY.

The CITY shall also indemnify and hold harmless the COUNTY, its officers, agents and employees from any claim or liability, based or asserted upon the illegality or constitutionality of any CITY ordinance that the COUNTY has enforced under this contract. This indemnification shall extend beyond the term of this AGREEMENT, including any extension therefore, as to claims, actions or judgments arising from the conduct or inaction of any personnel during the term of this AGREEMENT.

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

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 **July 1, 2014**, or at such sooner time as the parties may agree in writing, and, unless sooner terminated as provided herein, shall terminate on **June 30, 2017**. 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 4<sup>th</sup> Street  
 Eureka, Ca. 95501

**TO THE CITY**

Office of the City Manager  
 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 provisions 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:**

**ATTEST:**

**Clerk of the Board of Supervisors**

By: \_\_\_\_\_  
**City Clerk**

By: \_\_\_\_\_  
**Deputy Clerk**

**APPROVED HUMBOLT COUNTY RISK MANAGER**

By: \_\_\_\_\_  
**Risk Manager, County of Humboldt**

**APPROVED AS TO CONTENT AND  
RECOMMENDED:**

**COUNTY Humboldt**

By: *Karen Seiker*  
**City Manager, City of Trinidad**

By: \_\_\_\_\_  
**Chairman, Board of Supervisors**

*More signatures on following page*

**APPROVED AS TO FORM:**

By: Andrew Stunick  
City Attorney, City of Trinidad

**CITY OF Trinidad**

By: \_\_\_\_\_  
Mayor

**APPROVED AS TO FORM:  
Office of the County Counsel  
Humboldt County**

By: \_\_\_\_\_

**APPROVED AS TO CONTENT AND  
RECOMMENDED:  
Humboldt County Sheriff's Office**

By: \_\_\_\_\_  
Sheriff

**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 large L-shaped 2 drawer mahogany colored executive desk w/topper.
- One black executive chair on rollers.
- One Dell computer w/monitor, keyboard and mouse.
- One APC backup system
- One five shelf book case
- One cross-cut shredder
- One 3-line phone
- One trash can
- One 2'X2' pedestal table w/two matching wooden chairs
- One brass desk lamp
- One set dark wooden shades
- Misc. office tools (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



## **AGENDA ITEM 2**

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 1 PAGES**

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2. Discussion/Presentation from the Trinidad Rancheria regarding the Highway 101 Interchange.

## **DISCUSSION/ACTION AGENDA**

Date: May 14, 2014

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Item: Receive Presentation from Trinidad Rancheria on the proposed Highway 101 Interchange Project

Background: At their April 17, 2014 meeting, the Humboldt County Association of Governments (HCAOG) was asked to approve a letter of support for a federal grant application for the design and engineering of the Trinidad Rancheria's proposal for a Highway 101 interchange. In order to meet the grant application deadline, HCAOG approved the support letter "with the condition that the Rancheria expediently meets with Trinidad's City Council". This agenda item is in response to that condition, and will provide for the opportunity for representatives of the Rancheria to share their vision with the Council and interested community members.

Proposed Action: Receive presentation and take action as appropriate.



## AGENDA ITEM 3

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 2 PAGES**

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3. Discussion/Decision regarding City Manager Resignation and Recruitment.

**DISCUSSION AGENDA ITEM**  
**May 14, 2014**

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**Item: City Manager Resignation and Recruitment**

**Recommended Action:**

Accept the attached letter of resignation and take action as appropriate to begin the recruitment process for a new manager.

**CITY OF TRINIDAD**

P.O. Box 390  
409 Trinity Street  
Trinidad, CA 95570  
(707) 677-3876  
Fax: (707) 677-3759

*Karen Sulker, City Manager*



May 5, 2014

Dear Mayor and Council,

Please accept this as notice of my intention to heed to the call to travel, which unfortunately conflicts with my ability to give my full and undivided attention to the position of your city manager. My last working day will be July 10, 2014. I am committed to assisting the city in any way during the recruitment and selection of a new manager, and am open to any mutually agreeable arrangement beyond that date to assure a smooth transition and to assure you are not without leadership at any time.

I have so enjoyed my time in Trinidad and consider myself especially fortunate to have worked with each and every one of you, as well as former council members who no longer serve in that capacity. The citizens of Trinidad are truly fortunate to benefit from the wisdom and patience and dedication of your council as well as the skills and abilities of an outstanding and committed staff. Any and all successes during my tenure are either the direct or indirect result of that quality staff. I have additionally had the privilege of working with some wonderful community members, and once our professional ties come to a close, would be proud and honored if our relationship then transitioned to one of friendship.

Thank you for your much-appreciated support and thoughtful guidance throughout my tenure with the city, and for the opportunity to serve this incredible community.

Sincerely,

A handwritten signature in cursive script that reads "Karen B. Suiker".

Karen B. Suiker  
City Manager