

Blue Lake City Contract

First Amendment to Agreement to Provide Law Enforcement Services Within The City of Blue Lake

This First Amendment to Agreement to Provide Law Enforcement Services Within the City of Blue Lake is entered into as of as of the date the document is signed by the last signatory by and between the County of Humboldt, a political subdivision of the State of California (hereinafter called "COUNTY"), and the City of Blue Lake, a municipal corporation in the County of Humboldt (hereinafter called "CITY"), collectively referred to as "parties," and is made upon the following considerations.

WHEREAS, the parties desire to amend certain provisions of the Agreement to Provide Law Enforcement Services (hereinafter called "Agreement") within the City of Blue Lake dated July 1, 2017.

NOW THEREFORE, the parties mutually agree to amend the Agreement as follows:

1. **Paragraph 1 shall be amended by replacing the language of that paragraph in its entirety with the following:**

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, supervisorial, and traffic service functions.

The staffing level of personnel dedicated to service within CITY shall be two (2) **full time** Deputy Sheriffs, working forty (40) hours per week in four (4) ten (10) hour shifts **and a second part time Deputy Sheriff working twenty (20) hours a week in two (2) 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 two **full time** Deputies dedicated to the CITY shall each be scheduled to work forty (40) hours per week, less vacation, sick leave, or any other approved or mandated times away from work, **and that the part time Deputy dedicated to the CITY shall be scheduled to work twenty (20) hours per week, less vacation, sick leave, or any other approved or mandated times away from work that fall on the**

two (2) days per week assigned to the City. 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 Deputies 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. Paragraph 2, subsections (J) and (K), shall be amended by replacing the language of those subsections in their entirety with the following:

J. The CITY and COUNTY agree that the basic hours of patrol for the two assigned full time Deputy Sheriffs shall be as follows: From Memorial Day through Labor Day, the assigned work days will be Wednesday through Saturday with the work hours of 0900 through 1900 hours. From Labor Day through Memorial Day, the assigned work days will be Monday through Thursday with the work hours of 0700 through 1700 hours. 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. **The basic hours of patrol for the assigned part time Deputy Sheriff shall be coordinated between CITY and Sheriff's Office.**

K. The assigned full time Deputy Sheriffs will adjust their schedules to attend identified reoccurring special events within the CITY, including Annie and Mary Day and other special events.

3. The underlined portion of Paragraph 9 shall be amended as follows:

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 amended and increased by an amount not to exceed \$75,000 annually, for a total of \$394,671 annually.

4. Paragraph 10 shall be amended by replacing the language of that paragraph in its entirety with the following:

CITY shall render to COUNTY the amount of \$394,671 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.

The CITY shall render to COUNTY the amount of **\$98,667.75** on a quarterly basis payable on the following dates: first (1st) payment due October 1, second (2nd) payment due January 1, third (3rd) payment due April 1, and fourth (4th) payment due July 1. Any extended term shall follow this quarterly payment schedule.

This First Amendment to the AGREEMENT shall take effect on January 16, 2018. Except as modified herein, the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, CITY by resolution or other official action duly adopted by its council caused this AGREEMENT, **as amended on January 16, 2018**, 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:

Clerk of the City of Blue Lake

By:



City Clerk

ATTEST:

County of Humboldt

By:



Chairman, Board of Supervisors

Approved as to Content and Recommended:

By:



City Manager, City of Blue Lake

Humboldt County Sheriff's Office

By:



Sheriff

More signatures on following page

City of Blue Lake

By: Adelene L. Jones
Mayor

Approved as to Form:

By: _____
City Attorney, City of Blue Lake

City of Blue Lake

By: _____
Mayor

Approved as to Form:

By: Robert R. Black By:
City Attorney, City of Blue Lake