



AGENDA ITEM NO.
C-14

COUNTY OF HUMBOLDT

For the meeting of: August 22, 2017

Date: August 2, 2017

To: Board of Supervisors

From: William F. Honsal, Sheriff

Subject: Approval of Agreement to Provide Law Enforcement Services Within the City of Blue Lake by the Humboldt County Sheriff's Office for the Thirty-six Month Term Beginning July 1, 2017 and Expiring June 30, 2020

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approval of Agreement to Provide Law Enforcement Services (Agreement) within the City of Blue Lake by the Humboldt County Sheriff's Office for the **36** month term beginning July 1, 2017 and expiring on June 30, 2020 (Attachment 1); and
2. Authorize the Chair of the Board of Supervisors and the Humboldt County Sheriff to execute three (3) originals of the Agreement; and
3. Authorize the Chair of the Board of Supervisors and the Humboldt County Sheriff to approve any extensions, amendments and modifications for the term of the Agreement; and
4. Direct the Clerk of the Board to return two (2) fully executed originals of the Agreement to the Sheriff's Office for forwarding to interested parties.

Prepared by *Norma S. Lorenzo*
 Norma S Lorenzo, Deputy Director Admin

CAO Approval *[Signature]*

REVIEW: Auditor _____ County Counsel *KAD* Human Resources *[Signature]* Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

PREVIOUS ACTION/REFERRAL:
 Board Order No. _____
 Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor *Wilson*
 Seconded by Supervisor *Fennell*
 Ayes *Sundberg, Fennell, Bass, Bohn, Wilson*
 Nays _____
 Abstain _____
 Absent _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *Aug. 22, 2017*
 By: *[Signature]*
 Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING:

City of Blue Lake

DISCUSSION:

Since 2008 the City of Blue Lake has contracted with the County of Humboldt for the Sheriff to provide law enforcement services to the incorporated areas of Blue Lake. The staffing level of personnel dedicated to service within the City of Blue Lake will continue to be two Deputy Sheriffs, each working 40 hours per week in four 10-hour shifts. All additional calls for service outside of the contracted 10 hours of service per day will be dispatched from the Patrol Division.

Law enforcement services to be provided by the Sheriff to the City of Blue Lake will include:

- Enforcement of State Statutes;
- Enforcement of city ordinances (excluding animal control, building and construction);
- Police protection of the type usually provided by the Sheriff;
- Traffic enforcement, with the exception or such traffic enforcement as may be provided by the California Highway Patrol;
- 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;
- A representative of the Sheriff's Department shall meet twice yearly with the public either in a special meeting or at a council meeting to discuss local policing issues.

The previous one-year Agreement expired on June 30, 2017 and there has been no formal agreement to provide services since that date. The Sheriff has continued to provide services under a good faith agreement while the City of Blue Lake continued contract negotiations.

This Agreement will cover the period beginning July 1, 2017 and continuing through June 30, 2020 and may be extended for successive periods of one year if approved by the legislative bodies of both parties. The Agreement does not include the Measure Z part-time Deputy Sheriff approved by the Board of Supervisors. An amendment to this Agreement will be brought back to the Board once the City of Blue Lake has a fully executed contract with the county that authorizes spending of Measure Z funds in this fiscal year.

FINANCIAL IMPACT:

The City of Blue Lake agrees to reimburse the Sheriff's Office for services under the terms of the proposed contract in the amount of \$319,671 annually, and payable on a quarterly basis. This amount covers costs for two allocated Deputy Sheriff positions, and related operational and administrative expenses. These costs have been included in the approved FY 2017-18 budget for Budget Unit 221, and revenue for the city's reimbursement has been allocated in 1100-221-504116.

The City of Blue Lake Agreement meets the Board of Supervisors Strategic Plan by allowing the Sheriff's Office to enforce laws and regulations to protect the residents of Blue Lake, and provide community-appropriate levels of service.

OTHER AGENCY INVOLVEMENT:

City of Blue Lake City Council

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board of Supervisors could choose not to approve the agreement between the County of Humboldt and the City of Blue Lake for law enforcement services, however, this is not recommended as a denial of the proposed Agreement would result in an interruption of services and jeopardize public safety.

ATTACHMENTS:

Attachment 1 2017 Agreement to Provide Law Enforcement Services Within the City of Blue Lake by the Humboldt County Sheriff's Office for the Thirty-six Month Term Beginning July 1, 2016 and expiring on June 30, 2020

Attachment 1

**2017 Agreement to Provide Law Enforcement Services Within the City of Blue Lake
by the Humboldt County Sheriff's Office for the Thirty-six Month Term Beginning
July 1, 2016 and expiring on June 30, 2020**

RECEIVED

JUL 11 2017

Blue Lake City Contract

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

THIS AGREEMENT is made and entered into this 22 day of August, 2017 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").

Term of Agreement

1. Basic Term. The term of this AGREEMENT shall commence July 1, 2017 and continue through June 30, 2017, a thirty-six month (36) term, expiring June 30, 2020, unless sooner terminated pursuant to Section 18.
2. Extended Term. The term of this AGREEMENT may be extended for successive periods of one (1) year if the legislative bodies of both parties determine to so extend the term and written notice of such renewal is given to the other party at least three (3) months prior to expiration. The extended terms shall be referred to as first Extended Term, Second Extended Term, etc.

WITNESSETH:

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The basic level of services to be provided shall consist of 24 hours of coverage, 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, criminalistics, supervisory, and traffic service functions.

The staffing level of personnel dedicated to service within CITY shall be two (2) Deputy Sheriffs, each working forty (40) hours per week in four (4) ten (10) hour shifts. In addition, this compliment 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 ten (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 each day. This service may also include regular, random patrol, as available, of the City of Blue Lake during the non-dedicated patrol hours of service. In the event one of the deputies 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 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. With the exception of long-term medical or disability issues discussed above, COUNTY shall not be responsible or required to backfill other deputies to cover for the assigned Deputy(s) out on vacation, sick leave, or other approved or mandated time away from work.

The operation commanders may temporarily modify work schedules as necessary to accommodate unusual circumstance, emergency situations, or other law enforcement requirements within the City of Blue Lake. When such situations occur the operations commander shall advise the City Manager or his 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 or such traffic enforcement as may be provided by the California Highway Patrol on any freeway traversing the CITY or as required by statute;
 - E. All detective, juvenile and other specialized services provided by the Sheriff in the unincorporated areas of the COUNTY, such us homicide investigations and narcotics enforcement;
 - F. A representative of the Sheriff s Department shall meet twice yearly 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.

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

3. The Sheriff shall give prompt consideration to all requests of the City Manager regarding the delivery of general law enforcement services, including staffing assignments, and make every reasonable effort to comply with requests consistent with good law enforcement practices and other provisions of this AGREEMENT. To facilitate the timely exchange of such information between the CITY and the COUNTY, the Parties hereto shall meet from time to time to discuss performance issues under this AGREEMENT and the attendees shall include the City Manager, the Operations Division Commander, the Blue Lake contract Sergeant, and a designated city council member.
4. For the purposes of performing services and functions pursuant to this AGREEMENT, and only to give official status to such performance, every COUNTY Deputy or employee shall be deemed to be an ex-officio officer of the CITY while engaged in performing any such service or function which is a municipal function falling within the scope of this AGREEMENT.

5. The CITY shall have the right to discuss with the COUNTY issues of concern related to matters covered under this AGREEMENT. However, the manner or rendition of services, the standard of performance, the discipline of employees and other matters incident to the performance of services, including control of personnel so employed, shall remain under the exclusive control of the Sheriff. The Sheriff shall, however, give consideration to requests of the City Manager, which may relate to the performance of services under this AGREEMENT. In the event of a dispute between the parties as to the duties and functions to be rendered or the manner of their performance, determinations by the Sheriff shall be final and conclusive as between the parties.
6. An inventory of furnishings and fixtures contributed by the CITY and the COUNTY for purposes of supplying the station shall be maintained throughout this AGREEMENT. The initial inventory is attached hereto and incorporated herein as Exhibit "A" and shall be updated from time to time by the parties hereto. Each party will continue to bear their own costs of such items and upon termination of this AGREEMENT, said items of like kind shall be returned to the respective agency 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 beyond the scope of services previously outlined in sections 1-4 and in connection with the performance of its duties in territory outside the CITY and adjacent territory, provided, however, that the performance of such non-city duties shall be at no additional cost to the CITY.
9. At the time of execution of this AGREEMENT, the charge to the CITY for the services and functions to be performed by the COUNTY at the level of service agreed upon by the CITY is \$319,671 annually, an increase of \$6,268 or 2%.

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. The CITY shall render to COUNTY the amount of \$79,917.75 on a quarterly basis payable on the following dates each year: first (1st) payment due October 1, second (2nd) payment due January 1, third (3rd) payment due April 1, and fourth (4th) payment due July 1. Any extended term shall follow this quarterly payment schedule. The COUNTY shall, 30 days prior to the payment due date, provide to the CITY an invoice which will reflect the amount due by CITY for services rendered by COUNTY under this AGREEMENT during the previous quarter. If such payment is not received by COUNTY within thirty (30) days of the due date, COUNTY shall be entitled to recover

interest at a rate of seven (7%) percent per annum and the COUNTY may terminate this AGREEMENT immediately, and without any further notice take such steps as may be necessary to enforce payment.

11. Re-computation of General Law Enforcement Services. Except as otherwise specified hereinafter, the total amount charged for General Law Enforcement Services, as defined in Section 2, shall be recomputed annually on or before June 1 of each calendar year for the following fiscal year, with the fiscal year defined as July 1 through June 30. The re-computation calculation shall be determined by the COUNTY based upon estimated additional costs of providing General Law Enforcement Services described in Section 2. The 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 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, costs 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.

The County and its insurer, or self-insured pool, shall provide evidence of general and automobile liability insurance with limits no less than \$5,000,000.00 per occurrence. The County shall provide an endorsement from its insurer or self-insured pool naming the City of Blue Lake, its officials, employees, and volunteers as additional insured.

14. It is expressly understood between the parties to this AGREEMENT that no employer/employee relationship is intended; the relationship of COUNTY to CITY being that of an independent contractor and CITY and COUNTY retain sole and independent liability for the actions of the employees of each.

15. CITY, through its City Manager, shall have access to non-privileged and non-confidential reports and other documents pertaining to the services provided hereunder and within the scope of the Public Records Act (Government Code Section 6250 et seq.). COUNTY shall transmit monthly, to the City Manager statistical reports on crime occurrence, traffic incidents, and other contract services within the CITY .
16. All work performed hereunder is subject to limitations of Section 23008 of the Government Code or the State of California, and in accordance therewith, before any work is performed or services rendered pursuant hereto, an amount equal to the cost to the CITY must be reserved by the CITY from its funds to ensure payment for work, service, or materials provided by COUNTY hereunder.
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, 2017**, or at such sooner time as the parties may agree in writing, and, unless sooner terminated as provided herein, shall terminate on **June 30, 2020**. Either party may terminate this contract upon sixty (60) days written notice, which notice shall take effect at the end of the sixty (60) day notice period. Compensation shall be prorated for the fiscal quarter in which the termination occurs.
19. Notices given to parties under this AGREEMENT shall be deemed given when personally delivered or sent and delivered by United States certified mail, postage prepaid, return receipt requested and addressed as follows:

TO THE COUNTY

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

TO THE CITY

City of Blue Lake
Office of the City Manager
PO Box 458
Blue Lake, CA 95525

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

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

ATTEST:
City Clerk

By: _____

ATTEST:
Clerk of the Board of Supervisors

By: _____

APPROVED AS TO CONTENT AND RECOMMENDED

By: _____

City Manager
City of Blue Lake

By: _____

Sheriff
County of Humboldt

(contract signatures continued on following page)

By: Adelene Jones
Mayor
City of Blue Lake

By: Virginia Bass
Virginia Bass, Chair
Board of Supervisors
County of Humboldt

APPROVED AS TO FORM

By: Robert A. Blaine, Jr.
City Attorney
City of Blue Lake

By: NAM
Office of County Counsel
County of Humboldt

By: Keayler
Risk Manager
County of Humboldt

EXHIBIT "A"

Inventory List of Furnishings
Blue Lake Police Department

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

- (1) Lshaped computer desk, oak finish, with drawers
- (5) Gray colored fabric office chair on wheels
- (1) Book Shelf.
- (1) File cabinet with wood table top surface, 8 gray metal drawers, upper left drawer with significant damage, appears to have been pried open from being locked
- (1) Push pin bulletin board
- (2) Two mini blinds
- (3) Paper shredders
- (4) Office phones
- (1) Video surveillance system
- (5) Trash cans
- (1) HP laser printer
- (1) Small refrigerator
- (1) Microwave oven
- (1) Coffee pot
- (2) Computer work-stations
- (1) Desk and work station at front window
- (1) Television/VCR combination, mounted to wall over front counter window
- (1) fax machine
- (2) Double drawer with file cabinets
- (2) Book Shelves

CITY OF BLUE LAKE

EXHIBIT " B "

2017-2020

COST PLAN

Description of Costs		Total Costs	Unallowable Costs	Allowable Indirect Costs	Allowable Direct Costs
Personnel Services:					
1100	Salaries & Wages	15,470,216.00	685,603.00	-	14,784,613.00
1400	Extra Help	876,712.00	-	876,712.00	-
1450	Unemployment Insurance	53,705.00	1,875.00	-	51,830.00
1460	Overtime	2,636,617.00	-	2,636,617.00	-
1470	Health Insurance	3,535,508.00	142,670.00	-	3,392,838.00
1471	Life Insurance	9,472.00	315.00	-	9,157.00
1472	Dental Insurance	240,620.00	7,571.00	-	233,049.00
1475	Salaries Reimbursed	1,108,348.00	1,108,348.00	-	-
1500	Retirement	4,453,398.00	173,056.00	-	4,280,342.00
1600	FICA	456,508.00	19,975.00	-	436,533.00
1700	Workers Compensation	991,700.00	-	-	991,700.00
SUBTOTAL:		29,832,804.00	2,139,413.00	3,513,329.00	24,180,062.00
Line Item Costs (Services, Supplies & Other):					
2103	Clothing / Employee	73,032.00	-	73,032.00	-
2105	Clothing / Inmate	51,500.00	-	51,500.00	-
2106	Communications	150,571.00	21,331.00	129,240.00	-
2108	Food	812,900.00	-	-	812,900.00
2109	Household Expense	243,250.00	-	-	243,250.00
2110	Insurance	593,081.00	7,807.00	585,274.00	-
2112	Maintenance - Equipment	235,950.00	1,300.00	234,650.00	-
2113	Maintenance - Structures	252,500.00	6,100.00	-	246,400.00
2115	Memberships	13,975.00	225.00	13,750.00	-
2116	Postage	29,550.00	5,300.00	24,250.00	-
2117	Office Supplies	126,564.00	6,608.00	119,956.00	-
2118	Professional & Special Services	738,551.00	85,000.00	653,551.00	-
2119	Publication & Legal Notices	12,500.00	-	12,500.00	-
2120	Rent & Lease - Equipment	368,700.00	1,800.00	366,900.00	-
2121	Rent & Lease - Structures	115,950.00	1,730.00	114,220.00	-
2122	Small Tools	2,500.00	-	2,500.00	-
2123	Special Department Expense	614,222.00	152,451.00	461,771.00	-
2125	Transportation & Travel	1,629,600.00	66,951.00	-	1,562,649.00
2126	Utilities	850,700.00	8,834.00	841,866.00	-
2148	Computer Software	40,868.00	3,000.00	37,868.00	-
2161	Explorers	100.00	-	-	100.00
2199	Firewood Distribution	30,000.00	30,000.00	-	-
2203	Spay/Neuter Payments to Vets	39,000.00	-	-	39,000.00
2208	County Farm Project	15,000.00	-	-	15,000.00
2217	Books & Periodicals	1,725.00	-	1,725.00	-
2223	Special Investigation Fund	5,000.00	-	-	5,000.00
2224	COST Training	80,000.00	62,000.00	-	18,000.00
2225	Transportation out of County	121,000.00	25,000.00	96,000.00	-
2229	Abandoned Vehicle Removal	30,000.00	30,000.00	-	-
2317	Office Equipment	123,238.00	8,000.00	115,238.00	-
2350	Safety Related Expenses	-	-	-	-
2429	S.C.O.P. Program	5,000.00	5,000.00	-	-
2517	Funeral Directors	25,000.00	-	-	25,000.00
2557	Inmate Welfare Fund	35,000.00	35,000.00	-	-
2614	Staff Development	76,700.00	42,734.00	-	33,966.00
2637	POST Training	65,000.00	45,000.00	-	20,000.00
2716	Special Department Expense - Coroner	47,500.00	-	-	47,500.00
2725	Prisoner Transport Out of County	12,000.00	-	-	12,000.00
3026	Sustain Licenses	3,600.00	-	3,600.00	-
3124	Disaster Response Contingency	20,000.00	10,000.00	-	10,000.00
3125	Information Services charges	398,971.00	-	398,971.00	-

