



Blue Lake City Council Agenda

Tuesday, January 7, 2014

Regular Council Meeting @ 7:00 p.m. to 9:30 p.m.

Community Center – 111 Greenwood

(Skinner Store Building behind City Hall)

Unless Otherwise Noted, All Items on the Agenda Are Subject to Council Action.

1. Flag Salute/Establish a Quorum of the Council
2. Motion to Approve Agenda
3. Public Input – *The Public is invited to present petitions, make announcements, or provide other information to the City Council that is relevant to the scope of authority of the City of Blue Lake that is not on the Agenda. The Council may provide up to 15 minutes for this public input session. To assure that each individual presentation is heard, the Council may uniformly impose time limitations of 3 minutes to each individual presentation. The public will be given the opportunity to address items that are on the agenda at the time the Council takes up each specific agenda item.*
4. Report of City Manager- Proposed Ordinance #509 (Referral to Planning Commission)
5. Dave Wells, Wells Commercial – Updates (Information)
6. Councilmember Manzanita- Council Donation Policy (Discussion/Action)
7. Councilmember Manzanita – Expansion of Industrial Park (Discussion)
8. Climate Action Plan Questionnaire for City Council (Brief Comments)
9. Resolution No. 1025 – Appointment of Councilmember to Represent City at League of Cities Redwood Empire Meetings (Action)
10. Sheriff Contract- Report Recommendations- (Discussion/Action)
11. Consent Agenda (Action)
 - A. Termination of Lease- Custom Stump Grinder
 - B. Agreement with Building Official
12. Reports of Council and Staff
13. Motion to Adopt Minutes from:
 - a. December 3, 2013
 - b. December 17, 2013
14. Future Agenda Items
15. Correspondence

16. Motion to Adjourn

A request for disability-related modification or accommodation, including auxiliary aid or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting, by contacting City Manager John Berchtold at least 24 hours prior to the commencement of the meeting.

To: Mayor and Councilmembers
From: John Berchtold, City Manager
Date: December 31, 2013
Subject: Ban on Medical Marijuana Dispensaries- Proposed Ordinance #509

Proposed Ordinance #509 would ban medical marijuana dispensaries within the City of Blue Lake. This Ordinance has been drafted by myself and represents provisions found in Trinidad's and Fortuna's Ordinances. This draft Ordinance has been sent to the City attorney for review. Due to the holidays, we will not have City Attorney review comments in time for Council Meeting but for the Planning Commission on January 20th. At a minimum, I wanted you to be aware of staff efforts towards creation of the ordinance. Formal action towards ordinance adoption commences with a Public Hearing by the City Planning Commission.

ORDINANCE NO. 509

**AN ORDINANCE OF THE CITY OF BLUE LAKE
PROHIBITING THE ESTABLISHMENT AND OPERATION OF MEDICAL
MARIJUANA DISPENSARIES.**

WHEREAS, the People of the State of California approved Proposition 215, which was codified as California Health and Safety Code § 11362.5 and entitled the Compassionate Use Act of 1996 ("the Act"); and

WHEREAS, the Act prohibits the provisions of law making unlawful the possession or cultivation of marijuana from applying to a qualified patient, or to a patient's primary caregiver, who possesses or cultivates marijuana for the personal medical use of the patient upon the recommendation of a physician, and also prohibits the criminal prosecution or punishment of a physician for having recommended marijuana to a patient for medical purposes; and

WHEREAS, thereafter, the Legislature of the State of California enacted Senate Bill 420 (the "Medical Marijuana Program"), codified as California Health and Safety Code § 11362.7 d seq., which requires the State Department of Health Services to establish and maintain a voluntary program for the issuance of identification cards to qualified patients and primary caregivers, and prohibits the arrest of a qualified patient or a primary caregiver with a valid identification card for the possession, transportation, delivery, or cultivation of medical marijuana; and

WHEREAS, the Act does not legalize marijuana per se, rather it is intended to allow individuals with serious and terminal illnesses to possess and cultivate marijuana for their own medical needs based upon a doctor's recommendation; and

WHEREAS, one purpose of the Act and the Medical Marijuana Program is "to encourage the federal and state governments to implement a plan to provide for the safe and affordable distribution of marijuana to all patients in medical need of marijuana"; and

WHEREAS, neither the federal nor the state government has implemented a specific plan "to provide for the safe and affordable distribution of marijuana to all patients in medical need of marijuana," leaving cities with a lack of direction about how the Act is intended to be implemented, particularly in regard to distribution, of medical marijuana, through dispensaries, which are not explicitly authorized by the Act; and

WHEREAS, The Medical Marijuana Program provides additional statutory guidance for medical marijuana use and cultivation, but it does not explicitly address the role of dispensaries, nor does it require that cities provide for or allow the establishment and/or operation of medical marijuana dispensaries; and

WHEREAS, federal law considers marijuana to be a "Schedule I Drug," which is defined as a drug or other substance that has a high potential for abuse, that has no currently accepted medical use in treatment in the United States, and that does not have an accepted standards of safety for its use under medical supervision, and under Section 841 of the Controlled Substances Act, the manufacture and distribution of marijuana is prohibited by the federal government; and

WHEREAS, California state law does not provide for the sale or distribution of marijuana by Medical Marijuana Dispensaries to a primary care giver, a qualified patient or a person with an identification card, as the terms are defined in Section 11362.7 of the California Health and Safety Code; and

WHEREAS, the City of Blue Lake currently does not restrict the existence or operation of Medical Marijuana Dispensaries in the City of Blue Lake; and

WHEREAS, Medical Marijuana Dispensaries have been established in numerous locations in California, and as a consequence, local agencies have reported negative secondary effects on the community, which effects include, illegal drug activity and drug sales in the vicinity of dispensaries; robbery of persons leaving dispensaries; driving under the influence of a controlled substance by persons who have obtained marijuana from a dispensary, persons acquiring marijuana from a dispensary and then selling it to a non-qualified person; burglaries and robberies; and an increase in vacancies in the commercial areas in the vicinity of such businesses; and

WHEREAS, the operation of medical marijuana dispensaries results in increased demands for law enforcement response, thereby compromising the Sheriff Department's ability to respond to other calls for service; and

WHEREAS, California Health and Safety Code Section 11362.5(c)(2) expressly provides that nothing in the Act shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, nor to condone the diversion of marijuana for non-medical purposes, and

WHEREAS, The City Council hereby finds that, because of the inconsistency between state and federal law relating to the possession, sale and distribution, and because of the documented threat to public health, safety and welfare, it is in the best interest of the citizens of the City of Blue Lake that the City prohibit the establishment and operation of medical marijuana dispensaries within the City of Blue Lake; and

WHEREAS, this ordinance is enacted pursuant to California Health and Safety Code Sections 11362.5(c)(2) and 11362.83 and the City's police power as granted broadly under Article XI, Section 7 of the California Constitution in order to promote the health, safety and welfare of Blue Lake residents.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLUELAKE DOES HEREBY ORDAIN AS FOLLOWS:

MEDICAL MARIJUANA DISPENSARIES

SECTION 1: PURPOSE AND FINDINGS.

The City Council finds that federal and state laws prohibiting the possession, sale and distribution of marijuana would preclude the opening of Medical Marijuana Dispensaries sanctioned by the City of Blue Lake, and in order to serve public health, safety, and welfare of the residents and businesses within the City, the declared purpose of this ordinance is to prohibit Marijuana Dispensaries as stated in this chapter.

SECTION 2: DEFINITIONS.

The following terms and phrases, whenever used in this chapter, shall be construed as defined in this section:

.010 'Identification Card' is a document issued by the State Department of Health Services which identifies a person authorized to engage in the medical use of marijuana and the person's designated primary caregiver, if any.

.020 'Medical Marijuana' is marijuana used for medical purposes where that medical use is deemed appropriate and has been, recommended by a physician who has determined that the person's health would benefit from the use of marijuana in the treatment of cancer, anorexia, AIDS, chronic pain, spasticity, glaucoma, arthritis, migraine, or any other serious medical condition for which marijuana is deemed to provide relief as defined in subsection (h) of Health and Safety Code § 11362.7.

.030 'Medical Marijuana Dispensary or Dispensary' is any facility or location where medical marijuana is made available to and or distributed by or to three or more of the following: a qualified patient, a person with an identification card, or a primary caregiver. Each of those terms is defined herein and shall be interpreted in strict accordance with California Health and Safety Code Sections 11362.5 and 11362.7 et seq. as such sections may be amended from time to time.

.040 'Primary Care Giver' is the individual, designated by a qualified patient or by a person with an identification card, who has consistently assumed responsibility for the housing, health, or safety of that patient or person.

.050. 'Physician' is an individual who possesses a recognition in good standing to practice medicine or osteopathy issued by the Medical Board of California or the Osteopathic Medical Board of California and who has taken responsibility for an aspect of the medical care, treatment, diagnosis, counseling, or referral of a patient and who has conducted a medical examination of that patient before recording in the patient's medical record the physician's assessment of whether the patient has a serious medical condition and whether the medical use of marijuana is appropriate.

.060 'Qualified Patient' is a person who is entitled to the protections of California Health and Safety Code Section 11362.5, but who does not have an identification card issued by the State Department of Health Services.

SECTION 3: MEDICAL MARIJUANA DISPENSARY PROHIBITED.

It shall be unlawful for any person or entity to own, manage, conduct, or operate any Medical Marijuana Dispensary or to participate as an employee, contractor, agent or volunteer, or in any other manner or capacity, in any Medical Marijuana Dispensary in the City of Blue Lake.

SECTION 4: USE OR ACTIVITY PROHIBITED BY STATE OR FEDERAL LAW.

Nothing contained in this chapter shall be deemed to permit or authorize any use or activity which is otherwise prohibited by any state or federal law.

SECTION 5: EXISTING NONCONFORMING USES.

Any Medical Marijuana Dispensary existing within the City of Blue Lake on the effective date of this ordinance shall cease operations forthwith.

SECTION 6: SEVERABILITY.

The City Council of the City of Blue Lake hereby declares that should any section, paragraph, sentence, phrase, term or word of this ordinance be declared for any reason to be invalid, it is the intent of the City Council that it would have adopted all other portions of this ordinance independent of the elimination herefrom of any such portion as may be declared invalid.

SECTION 7: SAVINGS CLAUSE.

Neither the adoption of this ordinance nor the repeal of any other ordinance of this City shall in any manner affect the prosecution for violations of ordinances, which violations were committed prior to the effective date hereof, nor be construed as a waiver of any license or penalty or the penal provisions applicable to any violation thereof. The provisions of this ordinance, insofar as they are substantially the same as ordinance provisions previously adopted by the City relating to the same subject matter, shall be construed as restatements and continuations and not as new enactments.

SECTION 8: VIOLATION OF MISDEMEANOR.

Any person, firm, or corporation, whether as principal, agent, employee or otherwise, violating or causing the violation of any of the provisions of this ordinance shall be guilty of a misdemeanor.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the City Council of the City of Blue Lake held on the _____ day of _____, 2014, and thereafter passed and adopted at a regular meeting of said City Council held on the _____ day of _____, 2014, by the following roll call vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

By: _____
Sherman Schapiro, Mayor

ATTEST:

Adrienne Nielsen, City Clerk

To: Mayor and Councilmembers
From: John Berchtold, City Manager
Date: December 31, 2013
Subject: Updates by Industrial Realtor David Wells of Wells Commercial

David Wells was unable to be present at the last Council meeting due to illness. He will provide recruitment updates on the four (4) acre site currently utilized by Custom Stump Grinders.

He will also be present for Council Member Manzanita's agenda item pertaining to expansion of the Industrial Park.

To: Mayor and Councilmembers
From: John Berchtold, City Manager
Date: December 31, 2013
Subject: Donation Policy/Budget

I would like to discuss the creation of a donation policy for non-profits in connection with the budget approval process. I would also like to discuss any further requests for the balance of the fiscal year.

To: Mayor and Councilmembers
From: John Berchtold, City Manager
Date: December 31, 2013
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To: Mayor and Councilmembers
From: John Berchtold, City Manager
Date: December 31, 2013
Subject: Climate Action Plan- Return of Questionnaire

At the last meeting, Streamline Planning and Redwood Community Energy Authority (RCEA) made a presentation on a proposed Climate Action Plan. We initially asked you to return a questionnaire concerning numerous parts (Electricity, Transportation, Solid Waste and General Actions.) I felt that there was inadequate time at the last meeting to explain how City Council can properly provide comments. I am enclosing blank comment sheets. Please bring them to the meeting. I am asking Planner Gary Rees to attend and walk you through the "blank" forms. You can return these to the office the following week.

I am enclosing the summary of the listed actions pertaining to the Climate Action Plan.

Blue Lake Climate Action Plan - December, 2013
Feedback on the Draft Set of Potential Actions

To comply with the Brown Act, please do not privately collaborate with other City Council Members.

Comment Sheet

Name: _____

Please review the list of actions provided in the City Council Packet and provide feedback on:

- which actions listed should not be included or should be re-worded,
- additional actions that you think should be included, and
- how to group and present these actions within the document and to the public.

Provide any other thought or ideas that you may have as well.

General Comments

Blue Lake Climate Action Plan - *December, 2013*
Feedback on the Draft Set of Potential Actions

To comply with the Brown Act, please do not privately collaborate with other City Council Members.

Actions within the Other Actions Sections

Blue Lake Climate Action Plan - *December, 2013*
Feedback on the Draft Set of Potential Actions

To comply with the Brown Act, please do not privately collaborate with other City Council Members.

Actions within the Electricity and Natural Gas Section

Blue Lake Climate Action Plan - *December, 2013*
Feedback on the Draft Set of Potential Actions

To comply with the Brown Act, please do not privately collaborate with other City Council Members.

Actions within the Transportation Section

Blue Lake Climate Action Plan - *December, 2013*
Feedback on the Draft Set of Potential Actions

To comply with the Brown Act, please do not privately collaborate with other City Council Members.

Actions within the Solid Waste Section

Discussion of the Listed Actions

Easy / Cheap Actions

Redwood Coast Energy Authority

- E-R4: Install Efficient Showerheads
- E-R7: Install CFL and LED Lightbulbs
- E-R10: Install Low-Flow Faucet Aerators



City Policy

- E-O2: Support RePower Project
- T-A6: Electric Vehicle Charging Stations
- T-L10: Support Humboldt Regional Transportation Plan
- S-1: Support HWMA Food Waste Digester



foodwaste to watts

Community Action

- E-A1: PG&E's Green Tariff Program
- T-A5: Choose to Purchase a Smaller Car
- T-O1: Tire Pressure Checkpoint
- Many more not listed

VROOM...
Variety in Rural Options of Mobility
Humboldt Regional Transportation Plan
2013 Update

Public Draft
September 2013
You can now find documents on-line at
www.humboldt.org

HEMING
HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS
411 T. Shaw Street Eureka, CA 95501
707.441.1000

Discussion of the Listed Actions

Challenging / Expensive Actions

Community Programs

- E-R3: Home Energy Competition
- E-C1: Green Business Education
- T-L1: Low Carbon Trans. Ed.
- T-L8: Bike Library Program
- T-O4: Support Local Businesses

Transportation

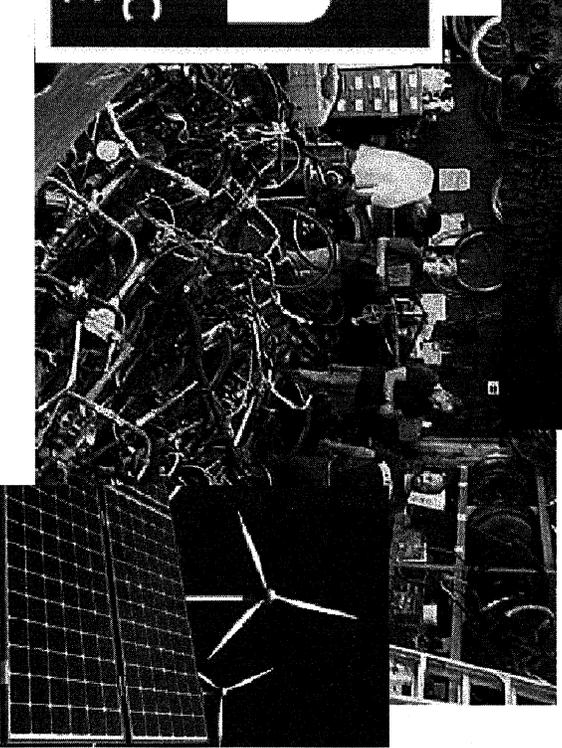
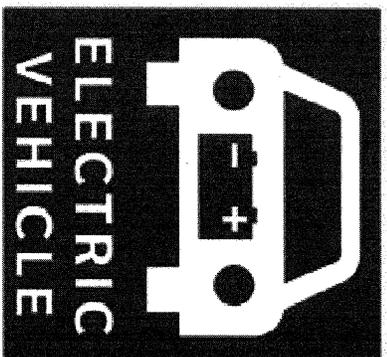
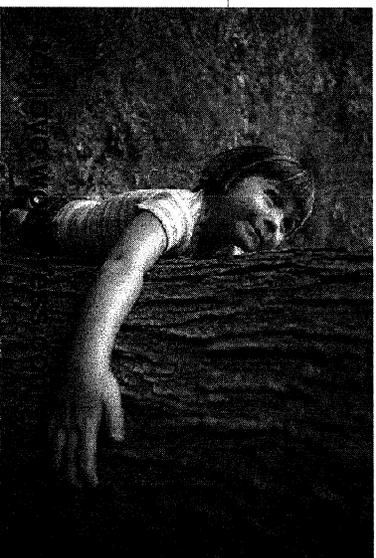
- T-L6: Carshare Program
- T-A7: Transition Municipal Fleet

City Code

- LEED Certified New Construction

Fuel Switching

- E-R6: Install Heat Pumps
- E-A2: Solar Hot Water
- E-A3: Solar Electric (PV)
- T-A1 – T-A3: Alt. Fuel Vehicles



To: Mayor and Councilmembers
From: John Berchtold, City Manager
Date: December 27, 2013
Subject: Resolution No. 1025 – Appointment of Councilmember to Represent City at League of Cities Redwood Empire Meetings

The League is requesting that a Councilmember be appointed to represent the City at the Regional legislative and business meetings. In Blue Lake's case, you appointed Councilmember Manzanita to represent the City last year to serve in both capacities for a two year term. Resolution No. 1025 satisfies the League's request. I recommend your adoption. Also, Council could select an alternate if desired.

RESOLUTION NO. 1025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE LAKE APPOINTING REPRESENTATIVES TO REPRESENT AND VOTE ON BEHALF OF THE CITY AT THE LEAGUE OF CALIFORNIA CITIES, REDWOOD EMPIRE DIVISION BUSINESS MEETINGS AND REPRESENT THE CITY AND VOTE AT DIVISION LEGISLATIVE COMMITTEE MEETINGS.

WHEREAS, the City is a member of the League of California Cities, an association of California city officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence policy decisions that affect cities, and

WHEREAS, mayors, council members and other officials set League policies and priorities from member cities who serve on the League Board of Directors, League policy committees, regional division boards, departments, caucuses, and task forces where League policies and priorities are formulated and set, and

WHEREAS, the City is an active member of the Redwood Empire Division, League of California Cities, and

WHEREAS, the Redwood Empire Division By-laws, Article III, Section 3, states representatives of each member city shall cast one vote by city, and

WHEREAS, the Redwood Empire Division By-laws, Article VIII, creates a Redwood Empire Division Legislative Committee to review and respond to bills that impact Redwood Empire Cities, and

WHEREAS, the City must appoint one elected official to attend and represent the city at Division Business meetings who can vote on behalf of the city, and

WHEREAS, the City must appoint one elected official to attend and represent the city at Legislative Committee meetings who can vote on behalf of the city, and

WHEREAS, an alternate elected official should be appointed to represent the city in the event the regular member is not available to attend, and

WHEREAS, appointments should be reviewed and updated annually.

NOW, THEREFORE, BE IT RESOLVED that the 2013 appointment for the Redwood Empire Division are as follows:

Division Business Meeting Primary: Lana Manzanita
Division Business Meeting Alternate:

**Legislative Committee Primary: Lana Manzanita
Legislative Committee Alternate:**

It is hereby certified that the foregoing Resolution No. 1025 was duly introduced and adopted by the City Council of the City of Blue Lake at its regular meeting held on the 7th day of January 2014 by the following roll call vote:

AYES IN FAVOR:

NOES:

ABSENT:

ABSTAIN:

Approved:

Attested:

Sherman Schapiro, Mayor

Adrienne Nielsen, City Clerk

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution No.1025, passed and adopted at a regular meeting of the City Council of the City of Blue Lake held on the 7th day of January, 2014,

By the following roll call votes:

AYES:

NAYS:

ABSENT:

ATTEST:

Adrienne Nielsen, City Clerk
City of Blue Lake

To: Mayor and Councilmembers
From: John Berchtold, City Manager
Date: December 31, 2013
Subject: Status of Agreement for Law Enforcement Services

Enclosed find a second draft contract proposed by the Humboldt County Sheriff. The changes are found in red on the original and are in parenthesis on your copy. The changes are in parenthesis on your copy. The changes are in response to a request from Mayor Schapiro on behalf of City Council.

The second draft has been sent to City Attorney Nancy Diamond for her review, both structurally and for counsel.

City Attorney Diamond has my pencil notes suggesting editing changes to the first draft.

Staff is at agenda distribution time. What is enclosed is the most current information. We have yet to have the conversation with the sheriff regarding the formula calculating the costs of the contract. Mayor Schapiro requested the same on January 1, 2014.

I will work with the City Attorney between now and Tuesday's meeting to bring forth compiled recommendations.

Please be assured that staff is working diligently to bring this matter to closure.

Second Draft

Rec'd 1/2/14
@ 1:51 pm.

Blue Lake City Contract

Agreement To Provide Law Enforcement Services Within The City Of Blue Lake

THIS AGREEMENT made and entered into this 1st day of October 1, 2013 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 October 1, 2013, and continue through June 30, 2016, a (33) month term, expiring June 30, 2016, unless sooner terminated pursuant to section 17, termination.
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, supervisorial, 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 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 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.

The operation commanders may temporarily modify work schedules as necessary to accommodate unusual circumstances, emergency situations, or other law enforcement requirements within the City 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 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. 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 Trinidad/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 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 \$295,663 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. Due to a previous extension, the first period of service cost will be a nine month period from October 1, 2013 through June 30, 2014 thereafter returning to an annual basis of July 1st through June 30. During the first nine month period of the AGREEMENT the CITY shall render to COUNTY the amount of \$73,915.77 on a quarterly basis payable on the following dates: first (1st) payment due January 1, 2014, second (2nd) payment due April 1, 2014; third (3rd) payment due July 1, 2014. After this nine month period, the amount of quarterly payments shall be determined as stated in paragraph 11, first (1st) payment due October 1, 2014, second (2nd) payment due January 1, 2015, third (3rd) payment due April 1, 2015, and fourth (4th) payment due July 1, 2015. The remainder of the basic term and 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. 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 June 1st of each calendar year for the following fiscal year, with the fiscal year defined as July 1st through June 30th. 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 1st 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. 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.
15. 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.
16. 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.

17. This AGREEMENT shall take effect on **October 1, 2013**, or at such sooner time as the parties may agree in writing, and, unless sooner terminated as provided herein, shall terminate on **June 30, 2016**. 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.
18. Notices given to parties under this AGREEMENT shall be deemed given when personally delivered or sent and delivered by United States certified mail, postage prepaid, return receipt requested and :addressed as follows:

TO THE COUNTY

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

TO THE CITY

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

19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.

25. 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 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:

By: _____
City Clerk

ATTEST:

Clerk of the Board of Supervisors

By: _____
Deputy Clerk

APPROVED HUMBOLT COUNTY RISK MANAGER

By: _____
Risk Manager, County of Humboldt

**APPROVED AS TO CONTENT AND
RECOMMENDED:**

By: _____
City Manager, City of Blue lake

COUNTY Humboldt

By: _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:

By: _____
City Attorney, City of Blue Lake

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

By: _____

CITY OF Blue Lake

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

By: _____
Mayor

By: _____
Sheriff

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) L shaped computer desk, oak finis, 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 sheredders.
- (4) Office phones.
- (1) Video surveillancce system.
- (5) Trash cans.
- (1) HP laser printer.
- (1) Small refrigerator.
- (1) Microwave oven.
- (1) Coffee pot.
- (2) Computer work-stations.
- (1) Desk and workstation 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.

JD Berchtold

MAYOR SCHAPIRO TO SHERIFF

From: Sherman Schapiro [shsch1@gmail.com]
Sent: Tuesday, December 31, 2013 7:16 PM
To: Sheriff Mike Downey
Cc: John Berchtold
Subject: RE: Sheriff Department Contract

Sheriff: The Blue Lake City Council unanimously approved the contract contingent upon 5 issues. Item 1. is a formality on our part, and we believe that items 3, and 4 are pretty straightforward. Items 2 and 5 need further discussion.

1. Contract review by our City Attorney.
2. An explanation of the financial budget breakdown titled "Exhibit B".
3. An addition to the first sentence in paragraph 2 of Section 1 defining what service is being paid for under the contract resulting in the sentence:

"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 days.*"

4. In Section 3., the addition of a sentence. Something to the effect that:

"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."

5. In the case of a long term absence of a deputy, will the Sheriff's department provide a replacement deputy or give pro-rated credit back to CITY for that time period or ?

I know that things have become late, but I again want to make clear to you that the City did not get a copy of the final contract until today (Tuesday) at 1330. I am willing to meet with you or a representative this week to clarify these matters; and then to schedule a special council meeting as soon as possible thereafter if final agreement appears likely.

Regards,
Sherman

#10

BACKGROUND -

JD Berchtold

MAYOR SCHAPIRO TO SHERIFF

From: Sherman Schapiro [shsch1@gmail.com]
Sent: Wednesday, January 01, 2014 11:20 AM
To: John Berchtold
Subject: Fwd: Sheriff Department Contract

John: I sent this today as further discussion/clarification on our part.

Sherman

----- Forwarded message -----

From: Sherman Schapiro <shsch1@gmail.com>
Date: Wed, Jan 1, 2014 at 11:18 AM
Subject: Re: Sheriff Department Contract
To: Sheriff Mike Downey <mdowney@co.humboldt.ca.us>

Mike: I wish to add a few thoughts to the previous e-mail. First, we don't see any legal problems with the contract per se, but our attorney's review is just due diligence by the City. Second, we are not questioning the rate determined in item 2. We just want to understand the methodology behind the calculations so we can explain the financial information to the public if asked. This should be able to be done in a phone conversation with someone familiar with the calculations. Item 3. just defines the additional service your department is providing that we are paying for and is not described anywhere else in the contract. Item 4. was one of the desires of the Public Safety Commission and Item 5. appears to be not addressed in the contract as it stands so we are uncertain what would happen if there is an occurrence of a long term absence.

I hope we might be able to clear up these matters (items 2 through 5) over the phone.

Respectfully,
Sherman
502-5778 cell

On Tue, Dec 31, 2013 at 7:15 PM, Sherman Schapiro <shsch1@gmail.com> wrote:

Sheriff: The Blue Lake City Council unanimously approved the contract contingent upon 5 issues. Item 1. is a formality on our part, and we believe that items 3, and 4 are pretty straightforward. Items 2 and 5 need further discussion.

1. Contract review by our City Attorney.
2. An explanation of the financial budget breakdown titled "Exhibit B".
3. An addition to the first sentence in paragraph 2 of Section 1 defining what service is being paid for under the contract resulting in the sentence:

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4. In Section 3., the addition of a sentence. Something to the effect that:

"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."

5. In the case of a long term absence of a deputy, will the Sheriff's department provide a replacement deputy or give pro-rated credit back to CITY for that time period or ?

I know that things have become late, but I again want to make clear to you that the City did not get a copy of the final contract until today (Tuesday) at 1330. I am willing to meet with you or a representative this week to clarify these matters; and then to schedule a special council meeting as soon as possible thereafter if final agreement appears likely.

Regards,
Sherman

To: Mayor and Councilmembers
From: John Berchtold, City Manager
Date: December 27, 2013
Subject: Consent Agreement

(1) Termination of Lease with Custom Stump Grinders- I recommend termination of the month to month lease with Custom Stump Grinders (CSG), effective February 7, 2014. This provides thirty (30) days notice to CSG. Their last payment for current vote was paid on October 15. They are close to three (3) months behind.

Then last payment on back rent was paid on November 1, 2013 in the amount of \$500.

(2) Agreement with Building Official. I recommend approval of Amendment No 2. (enclosed)

AMENDMENT No. 2

TO BUILDING OFFICIAL AGREEMENT

This is an Amendment (“Amendment”) to that certain agreement between the City of Blue Lake, herein called “City”, and John Roberts, herein called “Building Official”, entitled *Building Official Agreement*, effective November 1, 2009, (“Agreement”). This Amendment is retroactive to January 1, 2014.

1. Ratification of Agreement. The terms and condition of the Agreement, including all exhibits and attachments, are ratified in their entirety except to the extent inconsistent with the terms and provision of this Amendment. In the event of such inconsistency, this Amendment shall control.
2. Employment Term. Section 13 of the Agreement, Term of Agreement, is extended from January 1, 2014 to December 31, 2014.

The parties have executed this Amendment No.2 effective on the date first above written.

Building Official

By: John Roberts

City of Blue Lake

By: Sherman Schapiro

Its: Mayor

December 3, 2013

The Blue Lake City Council met in regular re-scheduled session at 7:00 p.m. on December 3, 2013. Mayor Sherman Schapiro called the meeting to order. Council Members present were Stephen Kullmann, Greg Sawatzky, and Kevin Benjamin. Others present were City Manager John Berchtold and City Clerk Adrienne Nielsen. Councilmember Lana Manzanita was absent.

Motion to Approve Agenda

Councilmember Sawatzky moved, seconded by Councilmember Benjamin to approve the agenda after moving item ten after item seven. The motion carried unanimously.

Public Input

Kent Sawatzky spoke to Council on the Mad River Hatchery and bringing back the salmon run. Tom Tellez spoke to Council about the Blue Lake Chamber and the dog waste stations project and a Chamber Mixer on December 11, 2013 at Wallace and Hinz.

Appointment to Public Safety Commission – One Seat with Term Expiring on January 30, 2015.(Action)

Councilmember Sawatzky moved, seconded by Councilmember Kullmann to approve the appointment of Chris Woody to Public Safety Commission for a term expiring January 30, 2015. The motion carried unanimously.

County Supervisor Mark Lovelace – Mad River Levee Update (Presentation)

Supervisor Mark Lovelace gave a short presentation along with Hank Seaman, Deputy Director of Environmental Services on the Mad River Levee and the flood map. Mr. Seaman reported that six months before the map is active after comment period ends and it could be possible to be in effect by end of 2014 or early 2015.

Periodic Unaudited Financial Report for September 30, 2013 (Action)

Councilmember Kullmann moved, seconded by Councilmember Benjamin to approve the unaudited financial report for September 30, 2013. The motion carried unanimously.

Consent Agenda

None

Reports of Council and Staff

Councilmember Kullmann reported that Mad River Alliance will be celebrating their first anniversary. Mayor Schapiro reported that HCAOG approved the re-paving project on Greenwood Ave. and that he and the City Manager met with the Sheriff to go over the contract for services. City Manager Berchtold reported that Parks & Recreation will be partnering with Humboldt Roller Derby.

Motion to Adopt Minutes from:

November 5, 2013 – *Councilmember Kullmann moved, seconded by Councilmember Sawatzky to adopt the November 5, 2013 minutes. The motion carried unanimously.*

November 7, 2013 – *Councilmember Kullmann moved, seconded by Councilmember Sawatzky to adopt the November 7, 2013 minutes. The motion carried with Councilmember Benjamin abstaining.*

Future Agenda Items

Mike Wilson from the Harbor District Presentation; Mad River Alliance Derby; Status of lot sale; City Attorney/Marijuana dispensaries; various contract extensions.

Correspondence

None

Motion to Adjourn

Councilmember Kullmann moved, seconded by Councilmember Sawatzky to adjourn the meeting at 9:15 p.m. The motion carried unanimously.

December 17, 2013

The Blue Lake City Council met in regular re-scheduled session at 7:02 p.m. on December 17, 2013. Mayor Pro Tem Lana Manzanita called the meeting to order. Council Members present were Stephen Kullmann, Greg Sawatzky, and Kevin Benjamin. Others present were City Manager John Berchtold and City Clerk Adrienne Nielsen. Mayor Sherman Schapiro was absent.

Motion to Approve Agenda

Councilmember Sawatzky moved, seconded by Councilmember Benjamin to approve the agenda after moving after moving item 8 to 8:00 p.m. and item 7 was removed. The motion carried unanimously.

Public Input

Meritt Perry spoke to Council on follow up to the Blue Lake Power noise and lighting issues. He stated that he has requested a meeting with the City Planner and the City Manager in regards to the CEQA documents. He also stated that the noise is better now that the cooling tower has been replaced.

National Human Rights Awareness Month Proclamation (Action)

John Shelter was present to accept the National Human Rights Awareness Month Proclamation read by Mayor Pro Tem Manzanita. Councilmember Benjamin moved, seconded by Councilmember Sawatzky to approve the proclamation. The motion carried unanimously.

Dave Feral from Mad River Alliance – Request of Support/Funding for Steelhead Days (Presentation/Action)

Dave Feral from Mad River Alliance spoke to Council, describing the activities of the Mad River Steelhead Days program. The event goes from January 25th to February 8th. Council discussed sponsorship vs. donations, with Councilmember Manzanita stating past practice is to stay neutral. Councilmember Kullmann moved, seconded by Councilmember Sawatzky for the City of Blue Lake to provide sponsorship to Mad River Steelhead Days with an amount of \$300. The amount of \$100 was suggested by Councilmember Manzanita. Councilmember Kullmann amended his amount to \$100 coming out of reserves. The motion carried unanimously.

City Attorney Nancy Diamond – Medical Marijuana (Presentation)

City Attorney Nancy Diamond gave a presentation to the Council on the subject of Medical marijuana and dispensaries. She informed them that the California Supreme Court ruled that bans on dispensaries can happen in cities. She gave options to the Council to consider for the next steps on the subject. Councilmember Kullmann moved, seconded by Councilmember Sawatzky to direct staff to draft an ordinance providing for a ban on medical marijuana dispensaries and non-personal use cultivation. The motion carried unanimously.

David Wells, Wells Commercial (Presentation)

Item was withdrawn from agenda.

Presentation on Climate Action Plan (Presentation)

Jerome Carman from Redwood Coast Energy Authority gave a presentation on the Climate Action Plan. He asks the City to start addressing the actions from the plan. He submitted a comment sheets for the Council to complete and return to the next meeting.

Request for Ratification of Ordinance No. 13-1 - An Ordinance Adopting the 2013 California Fire Code and International Fire Code Standards Prescribing Regulations Governing Conditions Hazardous to Life and Property From Fire or Explosion, Providing for the Issuance of Permits for Hazardous Uses or Operations, and Establishing a Fire Prevention Bureau and Providing Officers Thereof and Defining Their Powers and Duties (Action)

Councilmember Kullmann moved, seconded by Councilmember Sawatzky to approve Ratification of Ordinance No. 13-1. The motion carried unanimously.

Resolution No. 1023 – A Resolution of the City Council of the City of Blue Lake Authorizing the Director of Public Works to Sign Right-of-Way Documents With the California Department of Transportation (CALTRANS) (Action)

Councilmember Kullmann moved, seconded by Councilmember Benjamin to approve Resolution No. 1023. The motion carried unanimously.

Resolution No. 1024 – A Resolution of the City Council of the City of Blue Lake Authorizing the Sale of Parcel 2 as Found in the Record of Surveys of Humboldt County, Book 70 of Surveys, Page 106, to Morehouse, et al: Authorizing the Mayor to Execute Any Closing Documents and Authorizing a Sales Commission of Six Percent (6%) (Action)

Councilmember Benjamin moved, seconded by Councilmember Kullmann, to approve Resolution No. 1024. The motion carried unanimously.

Grant Agreement Between County of Humboldt, Headwaters Fund and the City Of Blue Lake for Industrial Park Improvements (Action)

Councilmember Kullmann moved, seconded by Councilmember Benjamin to accept the grant agreement between the County of Humboldt, Headwaters Fund and the City of Blue Lake for Industrial Park Improvements. The motion carried unanimously.

Consent Agenda

October 2013 Monthly Financials

November 2013 Disbursements/Warrants

Approval of Program Income Waiver for Accessibility Improvements to Park Facilities

Contract Amendments for Public Works Consultation and Financial Consultant

Councilmember Kullmann moved, seconded by Councilmember Sawatzky to accept the Consent Agenda. The motion carried unanimously.

Reports of Council and Staff

Departmental Report – City Manager

Councilmember Manzanita reported on the Public Safety Commission meeting on the subject of the Sheriff contract. She stated that the Sheriff would like the same contract with an increase in the amount of the contract services. Councilmember Manzanita also reported that the Tree Lighting Ceremony will be on December 18th at 6:30 p.m. and CERT will meet on January 8th. City Manager Berchtold reported that the Phase II environmental study reported that the vacant land in the Industrial Park was clean.

Motion to Adopt Minutes from:

November 19, 2013

Councilmember Kullmann moved, seconded by Councilmember Sawatzky to approve the minutes of November 19, 2013. The motion carried with Councilmember Benjamin abstaining.

Future Agenda Items

*Repower Project with City support; Resolution for League of Cities Representative; Draft of Ban on Dispensories; Update on Blue Lake Power and Meritt Perry.
Correspondence
Holiday card from Town Parrsboro.*

Motion to Adjourn

Councilmember Kullmann moved, seconded by Councilmember Sawatzky to adjourn the meeting at 9:45 p.m. The motion carried unanimously.

To: Mayor and Councilmembers
From: John Berchtold, City Manager
Date: December 27, 2013
Subject: Correspondence

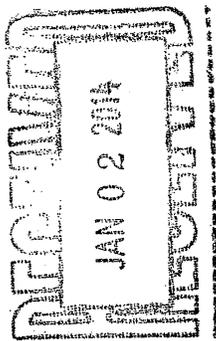
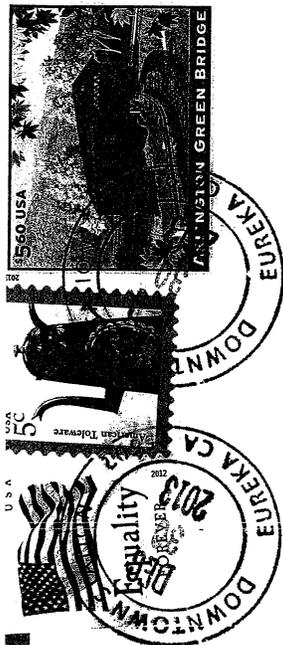
- 1) Communication from under Sheriff Honsal to Mayor Schapiro- Law Enforcement services contract negotiations.
- 2) Press release issued regarding temporary closure of Blue Lake substation of Sheriff Department (January 2, 2014)

HUMBOLDT COUNTY SHERIFF'S OFFICE
826 FOURTH STREET
EUREKA, CALIFORNIA 95501-0516

DEFERRED MAIL™



7011 3500 0002 2330 8564



955010516





HUMBOLDT COUNTY SHERIFF'S OFFICE

MICHAEL T. DOWNEY, SHERIFF

CIVIL/COURTS
(707) 445-7335

MAIN STATION
826 FOURTH STREET • EUREKA CA 95501-0516
PHONE (707) 445-7251 • FAX (707) 445-7298

CUSTODY SERVICES
(707) 441-5159

December 30, 2013

Mayor Sherman Schapiro, City of Blue Lake

111 Greenwood Avenue

Blue Lake, CA 95525

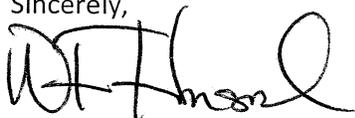
Blue Lake Contract

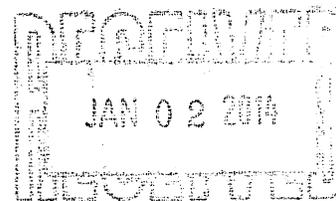
Dear Mr. Schapiro,

In July 2013, our contractual Law Enforcement Agreement expired. We agreed to a three month extension. As of October 1st, 2013, the Blue Lake city council has failed to enter into an agreement with the Humboldt County Sheriff, Michael Downey to provide Law Enforcement services to the City of Blue Lake. As indicated in previous meetings the Humboldt County Sheriff's office needs to charge the City of Blue Lake a rate that is reflective of the actual cost for total services provided. Based on the advice of County Counsel, we can no longer provide dedicated service to the City. Effective January 1, 2014, the Humboldt County Sheriff's will reassign Deputy Oliveira and Deputy Aponte to the Eureka Main Station. The Sheriff will continue to provide the citizens of Blue Lake public safety services for Emergency Response however, dedicated patrols will cease.

It is my hope that we can quickly come to an agreement that will responsibly provide the public safety services to the City of Blue Lake. Please call Lieutenant Dave Morey at 268-3614, to discuss a 2014 law enforcement contract with the City of Blue Lake.

Sincerely,


William Honsal, Undersheriff



MCKINLEYVILLE STATION
(707) 839-3857

HOOPA STATION
(530) 625-4231

GARBERVILLE STATION
(707) 923-2761

ANIMAL CONTROL
(707) 840-9132

To: Mayor and Councilmembers
From: John Berchtold, City Manager
Date: January 2, 2014
Subject: Press Release

The attached press release was issued on January 2, 2014 concerning the temporary closure of the Blue Lake substation of the Sheriff Department. For clarification, law enforcement responses will continue while the substation is temporarily closed.



City of Blue Lake Press Release

The Blue Lake substation of the Humboldt County Sheriff Department is not open at this time. The Sheriff Department and the City are working expeditiously to enter into a contract for continued services. Law enforcement services are still continued. Residents with emergencies shall call 911. For other Sheriff matters, call 445-7251.

January 2, 2014