



# Blue Lake City Council Agenda

Tuesday, August 24, 2021 ~ 6:30 p.m. ~ Council Meeting Via Zoom

***Unless Otherwise Noted, All Items on the Agenda are Subject to Action.***

LOCATION: In accordance with the Governor's Executive Orders N-25-20 and N-29-20, the City Council of the City of Blue Lake Shall Conduct the City Council Meeting by Teleconference via Zoom. Public Input can be given to the Council by emailing [citymanager@bluelake.ca.gov](mailto:citymanager@bluelake.ca.gov) until 4:30 p.m. on Tuesday August 24, 2021.

Public Input will be facilitated by Zoom at the following meeting link:

<https://us02web.zoom.us/j/86700945512?pwd=Z1I4S2VGS01LWExMUmVQaFBaZDR2UT09>

Meeting ID: 867 0094 5512

Passcode: 303449

Dial by your location- +1 408 638 0968 US (San Jose)

1. **Pledge of Allegiance and Establish a Quorum of the Council**
2. **Approve Agenda**
3. **Public Comment** – *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. **Local Road Safety Program Project Update-Presentation Only**
5. **Appoint Real Property Negotiators (Gov. Code Section 54956.8.)**  
Property: Approximately 3 acres of a parcel located at APN Nos. 312-161-018, 312-161-015 and 025-201-023, Blue Lake, California.  
City of Blue Lake negotiators: Amanda Mager (City Manager), Russell Gans (City Attorney), Adelene Jones (Mayor), and one additional Council Member to be appointed  
Negotiating parties: The DANCO Group, Chris Dart, Hailey Del Grande  
Under negotiation: Potential Ground Lease and/or Property Sale, Price/Terms of Payment
6. **Exclusive Negotiating Agreement with DANCO Communities:** Review/Approve Exclusive Negotiating Agreement with DANCO Communities, a California corporation, for potential ground lease on City of Blue Lake real property consisting of approximately 3 acres of a parcel located at APN Nos. 312-161-018, 312-161-015 and 025-201-023, Blue Lake, California
7. **Blue Lake Garbage, LLC Contract:** Consider approving amended and restated Contract for Collection and Transportation of Solid Waste with Blue Lake Garbage, LLC, successor to Blue Lake Garbage Company
8. **Healthcare for All-California:** Review and Consider Healthcare for All-California Resolution in Support of Single Payer Bills for Health Care Reform-Action/Direction

9. **Parks and Recreation Hiring Committee Designation:** Designate up to two Council Representatives to serve on the Blue Lake Parks and Recreation Director Position Hiring Committee
10. **Council Correspondence**
  - a. Humboldt Deputy Sheriff's Organization
  - b. California League of Cities Resolution Packet
11. **Consent Agenda:**
  - a. July 6, 2021 meeting minutes
  - b. July 27, 2021 meeting minutes
12. **Reports of Council and Staff**
13. **Future Agenda Items**
14. **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 Amanda Mager, 668-5655, at least 24 hours prior to the commencement of the meeting.**



# CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road, Blue Lake, CA 95525  
Phone 707.668.5655 Fax 707.668.5916

## AGENDA REPORT

**Item #:** 4  
**Date:** August 24, 2021  
**Item Subject:** Local Road Safety Program-Project Update  
**Submitted By:** Mandy Mager, City Manager

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### **General Information:**

The City of Blue Lake has received funding from the Local Road Safety Program; the funding is for the identification of local road safety issues and subsequent improvement recommendations. The City is in the process of conducting a community survey to identify areas of concern; the City has very little “crash” data available to substantiate problem areas and is conducting community outreach to substantiate safety claims.

The City’s consulting engineering firm is facilitating the outreach and coordination and will be providing a brief project update to Council.

**Background Material Provided:** LRSP Community Survey and Program Overview.

**Fiscal Impact:** N/A

**Recommended Action:** Presentation Only

### **Review Information:**

City Manager Review:       Legal Review:       Planner Review:       Engineer:

Comments:



# CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road, Blue Lake, CA 95525  
Phone 707.668.5655 Fax 707.668.5916

DATE: August 19, 2021

FROM: Mike Foget, City Engineer

TO: Blue Lake City Council

**RE: Local Roadway Safety Plan (LRSP) Project Update**

As part of the efforts to improve traffic safety on City maintained roads, city staff applied for and obtained funding to prepare a Local Roadway Safety Plan (LRSP). An LRSP is an essential (soon to be mandatory) document that aids the City in securing funds for road safety improvement projects.

At this point in the process, we are currently collecting data about collisions and traffic safety issues in the City. Typically, this information would be obtained from the Statewide Integrated Traffic Record System (SWITR) or the Transportation Injury Mapping System (TIMS). Due to a lack of reported data for the City of Blue Lake on these systems, we are asking the public to submit accident or near miss reports as supplemental data. This is done via survey. These surveys were posted to the City's Facebook, website, and were sent out to various organizations for distribution (see attached). It is important to note that in this case we are not asking for general public comment, concerns, or suggestions, the LRSP requires concrete events to have occurred from which recommendations can be made.

As part of the data collection process, we are asking the City Council to help announce the availability of the surveys and express the importance to the public in an effort to gather the most comprehensive data possible. Access to the surveys will be open until August 31, 2021, after which they will be closed and analyzed.

This item has been included on the agenda for the following reasons:

- 1) Notify the City Council of the progress being made in the creation of the LRSP
- 2) Ask the City Council for input and for assistance in spreading the word about the surveys and their importance.
- 3) To address any questions regarding the LRSP or surveys.

# City of Blue Lake Local Road Safety Plan

**Have you experienced an accident or near miss in the City of Blue Lake from 2015 to the present day?**

**If so, you are encouraged to fill out a survey to document that experience.  
Survey information is below!**

Filling out a survey will take less than 5 minutes. The information you provide will help the City create a Local Road Safety Plan. This plan will identify high risk areas and community priorities. It is essential to access grant funding for road improvements.

**We have two types of surveys:**

*Links for each one are provided below the description.*

➤ **Accidents**

This survey is for experiences involving an accident or traffic related incident.  
(<https://www.surveymonkey.com/r/GVCG32L>)

➤ **Near Misses**

This survey is for experiences involving a near miss. Think...

- a. "A vehicle swerving in the bike lane almost hit me while I was riding my bike"
- b. "I woke up and saw a vehicle had driven through my front yard"
- c. "A vehicle ran a stop sign in front of me"

(<https://www.surveymonkey.com/r/G85VQ8K>)

Have questions? Contact:

Amanda Mager (City of Blue Lake: City Manager)

[citymanager@bluelake.ca.gov](mailto:citymanager@bluelake.ca.gov)

**Thank you for your contributions. With your help, we can provide safer travels for pedestrians, cyclists, and motor vehicles who use our roadways.**

For more details on what a Local Road Safety Plan is and how it can improve road safety, see the description below or visit <https://safety.fhwa.dot.gov/LRSPDIY/> .

# What is a Local Road Safety Plan (LRSP)?

A Local Road Safety Plan (LRSP) is the preferred safety plan for FHWA and Caltrans, which looks at data-driven collision analysis on local roadways in a holistic manner by incorporating input from key stakeholders. LRSPs include stakeholder engagement that draw on the 5 E's of Traffic Safety:

- Engineering
- Enforcement
- Education
- Emergency Response
- Emerging Technologies

LRSPs are aligned with California's Strategic Highway Safety Plan (SHSP) and provide eligibility for funding through the Highway Safety Improvement Program (HSIP). The overall goal of an LRSP is to reduce fatalities and injury collisions at high-frequency locations where low-cost countermeasures can be applied in addition to implementing systemic changes to sites with similar risk characteristics.

The development of an LRSP is a six-step process in which stakeholders are engaged throughout.



**Step 1. Establish Leadership and Working Group:** These groups can include city representatives from engineering, planning, and maintenance as well as first responders and school district staff. This Working Group will collaborate to create a vision, a mission statement, and goals that guide the Local Road Safety Plan and support the SHSP.

**Step 2.** Analyze Safety Data (this step will happen at the same time as step 1): Five years of complete collision data will be compiled into a comprehensive data set and analyzed. The City of Blue Lake has extremely limited data, so surveys will be developed and shared with the public to gather supplemental data.

**Step 3.** Determine Emphasis Areas: Emphasis areas are determined following review of collisions and LRSP safety concerns. The emphasis areas will complement the preconceived goals and visions chosen by the Working Group and will likely focus on reducing Fatal and Severe Injury (FSI) collisions and areas of high collision rates.

**Step 4.** Identify Strategies: Collision data and high-risk roadway characteristics will be evaluated to determine possible countermeasures that mitigate risk in locations where collisions are frequently observed. In addition, high risk characteristics at intersections and on roadways will be evaluated to determine where safety countermeasures could be applied systemically. This proactive approach can increase safety and mitigate potential collisions before there is a documented problem.

**Step 5.** Prioritize and Incorporate Strategies: The SHN team will work with the LRSP working group to identify and incorporate proposed countermeasures for engineering, education, enforcement, emergency response, and emerging technologies. These could include proven engineering countermeasures, education campaigns, additional enforcement, better collision reporting systems, and innovative safety policies and practices that align with the vision of the LRSP. In addition, SHN will perform a benefit cost analysis for proposed improvements to help prioritize safety projects for grant funding from HSIP and Active Transportation Program (ATP).

**Step 6.** Evaluate and Update the LRSP: The LRSP is a living document that will be updated as needed or required by the state.

## Why Is Blue Lake developing a LRSP?

According to the Federal Highway Administration (FHWA) crash statistics, at least 40% of all vehicle fatalities are on local roads! That is an alarming number, and surprisingly three-times higher than interstate systems. Local Road Safety Plans (LRSPs) provide targeted solutions in addressing the roadway safety needs within your community.

The City of Blue Lake plans to analyze collision and near miss data to appropriately develop countermeasures addressing traffic safety issues within the City. As of 2022, cities will be required to have an adopted LRSP in order to apply for Highway Safety Improvement Plan (HSIP) funds.

This document will be updated regularly in accordance with city needs and state requirements in order to present up to date information serving as a foundation for future road improvement projects within the City.

# City of Blue Lake Traffic Incident Report

1. Please state your first and last name. (*Doing so is a certification that all the information provided in this survey is truthful*).

2. Where (Please specify the nearest intersection, with the approximate distance and direction from it) and when (*Please estimate the date and time of day*) did this incident occur?

3. If possible, please provide the estimated longitude and latitude coordinates of the incident? (*This can be found when clicking on a point in google maps. The point description which appears will include these coordinates*)

4. Please select all parties involved in the incident:

- |                                                 |                                                                      |
|-------------------------------------------------|----------------------------------------------------------------------|
| <input type="checkbox"/> Motor vehicle          | <input type="checkbox"/> Other motor vehicle                         |
| <input type="checkbox"/> Bicycle                | <input type="checkbox"/> Motor vehicle on other roadway              |
| <input type="checkbox"/> Pedestrian             | <input type="checkbox"/> Parked motor vehicle                        |
| <input type="checkbox"/> Truck                  | <input type="checkbox"/> Animal                                      |
| <input type="checkbox"/> Motorcycle             | <input type="checkbox"/> Fixed object (pole, hydrant, mailbox, etc.) |
| <input type="checkbox"/> Other (please specify) |                                                                      |



5. Select the type/types of collision(s)

- |                                                 |                                                |
|-------------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Head-on                | <input type="checkbox"/> Collision with object |
| <input type="checkbox"/> Sideswipe              | <input type="checkbox"/> Overturned            |
| <input type="checkbox"/> Rear end               | <input type="checkbox"/> Vehicle/pedestrian    |
| <input type="checkbox"/> Broadside              | <input type="checkbox"/> Vehicle/bicycle       |
| <input type="checkbox"/> Other (please specify) |                                                |

6. How severe was the collision?

- |                                                                                |                                                                                              |
|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| <input type="radio"/> Fatal                                                    | <input type="radio"/> Injury-Possible (complaint of pain, but nothing visible or verifiable) |
| <input type="radio"/> Injury-Severe (ambulance or immediate ER trip necessary) | <input type="radio"/> Property Damage Only (PDO)                                             |
| <input type="radio"/> Injury-Evident (injury clearly visible, but not severe)  |                                                                                              |

## 7. What were causal factors in this incident?

- |                                                                                                 |                                                                                               |
|-------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Unknown                                                                | <input type="checkbox"/> Pedestrian right of way                                              |
| <input type="checkbox"/> Driver, cyclist, or pedestrian under the influence of drugs or alcohol | <input type="checkbox"/> Pedestrian violation                                                 |
| <input type="checkbox"/> Impeding traffic                                                       | <input type="checkbox"/> Traffic signals and signs                                            |
| <input type="checkbox"/> Unsafe speed                                                           | <input type="checkbox"/> Hazardous parking                                                    |
| <input type="checkbox"/> Following too closely                                                  | <input type="checkbox"/> Mechanical failure (lights, brakes, etc.)                            |
| <input type="checkbox"/> Wrong side of the road                                                 | <input type="checkbox"/> Unsafe starting or backing                                           |
| <input type="checkbox"/> Improper passing                                                       | <input type="checkbox"/> Fell asleep                                                          |
| <input type="checkbox"/> Unsafe lane change                                                     | <input type="checkbox"/> Animal caused                                                        |
| <input type="checkbox"/> Improper turning                                                       | <input type="checkbox"/> Other than driver or pedestrian (tree in road, powerline down, etc.) |
| <input type="checkbox"/> Automobile right of way                                                |                                                                                               |
| <input type="checkbox"/> Other (please specify)                                                 |                                                                                               |

## 8. What was the weather during the time of the incident?

- |                                              |                               |
|----------------------------------------------|-------------------------------|
| <input type="radio"/> Do not recall          | <input type="radio"/> Snowing |
| <input type="radio"/> Clear                  | <input type="radio"/> Fog     |
| <input type="radio"/> Cloudy                 | <input type="radio"/> Wind    |
| <input type="radio"/> Raining                |                               |
| <input type="radio"/> Other (please specify) |                               |

9. What category of countermeasure would best prevent this incident happening in the future?

- Engineering (*Infrastructure change, alter road, signage, etc.*)
- Education (*Outreach to drivers, pedestrians, etc.*)
- Enforcement (*Increase law enforcement presence or frequency, DUI checkpoints, etc.*)
- Emergency response (*Improvement in response time, basic local medical training, etc.*)
- Other (please specify)

10. Please add any additional comments:

# City of Blue Lake Traffic (near miss) Incident Report

1. Please state your first and last name. (*Doing so is a certification that all the information provided in this survey is truthful*).

2. Where (Please specify the nearest intersection, with the approximate distance and direction from it) and when (*Please estimate the date and time of day*) did this near miss occur?

3. If possible, please provide the estimated longitude and latitude coordinates of the near miss? (*This can be found when clicking on a point in google maps. The point description which appears will include these coordinates*)

4. Please select all parties involved in the near miss:

- |                                                         |                                                                     |
|---------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Pedestrian                     | <input type="checkbox"/> Bicycle                                    |
| <input type="checkbox"/> Motor vehicle                  | <input type="checkbox"/> Animal                                     |
| <input type="checkbox"/> Motor vehicle on other roadway | <input type="checkbox"/> Fixed Object (pole, hydrant, mailbox, etc) |
| <input type="checkbox"/> Parked motor vehicle           | <input type="checkbox"/> Motorcycle                                 |
| <input type="checkbox"/> Truck                          |                                                                     |
| <input type="checkbox"/> Other (please specify)         |                                                                     |

5. What were causal factor(s) in this near miss:

- |                                                                                                 |                                                                                             |
|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Unknown                                                                | <input type="checkbox"/> Pedestrian right of way                                            |
| <input type="checkbox"/> Driver, cyclist, or pedestrian under the influence of drugs or alcohol | <input type="checkbox"/> Pedestrian violation                                               |
| <input type="checkbox"/> Impeding traffic                                                       | <input type="checkbox"/> Traffic signals and signs                                          |
| <input type="checkbox"/> Unsafe speed                                                           | <input type="checkbox"/> Hazardous parking                                                  |
| <input type="checkbox"/> Following too closely                                                  | <input type="checkbox"/> Mechanical failure (lights, brakes, etc.)                          |
| <input type="checkbox"/> Wrong side of the road                                                 | <input type="checkbox"/> Other than driver or pedestrian ( tree down, powerline down, etc.) |
| <input type="checkbox"/> Improper passing                                                       | <input type="checkbox"/> Animal caused                                                      |
| <input type="checkbox"/> Unsafe lane change                                                     | <input type="checkbox"/> Unsafe starting or backing                                         |
| <input type="checkbox"/> Improper turning                                                       | <input type="checkbox"/> Fell asleep                                                        |
| <input type="checkbox"/> Automobile right of way                                                |                                                                                             |
| <input type="checkbox"/> Other (please specify)                                                 |                                                                                             |

6. What was the weather at the time of the near miss?

- |                                              |                               |
|----------------------------------------------|-------------------------------|
| <input type="radio"/> Do not recall          | <input type="radio"/> Snowing |
| <input type="radio"/> Clear                  | <input type="radio"/> Fog     |
| <input type="radio"/> Cloudy                 | <input type="radio"/> Wind    |
| <input type="radio"/> Raining                |                               |
| <input type="radio"/> Other (please specify) |                               |

7. What category of countermeasure would best prevent this near miss from happening in the future?

- Engineering (*Infrastructure change, alter road, signage, etc.*)
- Education (*Outreach to drivers, pedestrians, etc.*)
- Enforcement (*Increase law enforcement presence or frequency, DUI checkpoints, etc.*)
- Emergency response (*Improvement in response time, basic local medical training, etc.*)
- Other (please specify)

8. Please add any additional comments:



# CITY OF BLUE LAKE

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## AGENDA REPORT

**Item #:** 5  
**Date:** August 24, 2021  
**Item Subject:** Appoint Real Property Negotiators (Gov. Code Section 54956.8)  
**Submitted By:** Mandy Mager, City Manager

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### **General Information:**

The City of Blue Lake is working in partnership with DANCO Communities on the development of a mixed-use/affordable housing project in the Powers Creek District. The City had previously appointed a negotiating team, which was comprised of the City Attorney, the City Manager, and Council Members Adelene Jones and Olivia Obidah-Dunn.

Due to the resignation of Council Member Olivia Obidah-Dunn, the Council would like to appoint a replacement Council Member to serve on the negotiating team.

**Background Material Provided:** N/A

**Fiscal Impact:** N/A

**Recommended Action:** Appoint a Council Member to serve on the negotiating team.

### **Review Information:**

City Manager Review:  Legal Review:  Planner Review:  Engineer:

Comments:



# CITY OF BLUE LAKE

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Phone 707.668.5655 Fax 707.668.5916

## AGENDA REPORT

**Item #:** 6  
**Date:** August 24, 2021  
**Item Subject:** Exclusive Right to Negotiate with DANCO Communities  
**Submitted By:** Mandy Mager, City Manager

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### **General Information:**

The City is working with DANCO Communities on the development of a mixed-use, affordable housing project in the Powers Creek District. The City and Developer desire to establish by this Agreement a general framework for good faith negotiations concerning the terms and conditions by which the City would enter into a DDA with Developer or Developer's affiliated designee formed for purposes of owning and developing the Project, and to the extent necessary to accomplish the Project, would sell or lease its right, title, and interest in the Property to Developer.

Additionally, the parties wish to provide for the reimbursement of the City by Developer for certain expenses to be incurred by the City in undertaking the consideration of the obligations under this Agreement and the preparation of the DDA, and other entitlements required to undertake the Project

**Background Material Provided:** Exclusive Negotiating Agreement:

**Fiscal Impact:** N/A

**Recommended Action:** Direct staff as appropriate

### **Review Information:**

City Manager Review:       Legal Review:       Planner Review:       Engineer:

Comments:



## EXCLUSIVE NEGOTIATING AGREEMENT

This EXCLUSIVE NEGOTIATING AGREEMENT ("Agreement"), dated as of this \_\_\_\_\_ day of August 2021 ("Effective Date"), is made by and between the City of Blue Lake, California ("City"), and Danco Communities, a California corporation ("Developer"), together the "Parties." For and in consideration of the mutual covenants and promises set forth herein, the Parties agree as set forth below, with reference to the following facts:

### RECITALS

- A. Developer has expressed interest in the development of certain real property, located in the City of Blue Lake, as further described in the Property Description shown on the attached **Exhibit 1** (the "Property"). The property proposed to be sold is approximately 3 acres of a parcel located at APN Nos. 312-161-018, 312-161-015 and 025-201-023 (the "Property"), Blue Lake, California.
- B. The Developer and City desire to plan for the development of the Property through a Disposition and Development Agreement with the City which may include a form of long-term ground lease as an exhibit ("DDA") in a manner that creates a mixed-use development including approximately \_\_\_\_\_ square feet of light industrial/retail space as well as approximately forty (40) residential units on the Property.
- C. Developer and City agree that the resulting project, incorporating the development of the Property, shall be as generally described in section 5 below (the "Project"). The specific details of the final project shall be negotiated and incorporated into the DDA.
- D. The Project shall be processed in accordance with the California Environmental Quality Act, at California Public Resources Code Section 21000 *et seq.* and regulations promulgated pursuant thereto ("CEQA") and must be reviewed by City for its potential environmental impacts ("CEQA Review") at such time.
- E. The City and Developer desire to establish by this Agreement a general framework for good faith negotiations concerning the terms and conditions by which the City would enter into a DDA with Developer or Developer's affiliated designee formed for purposes of owning and developing the Project, and to the extent necessary to accomplish the Project, would sell or lease its right, title, and interest in the Property to Developer. Additionally, the parties wish to provide for the reimbursement of the City by Developer for certain expenses to be incurred by the City in undertaking the consideration of the obligations under this Agreement and the preparation of the DDA, and other entitlements required to undertake the Project.
- F. The Parties wish for this Agreement to be mutually executed by both Parties by 4 p.m. on \_\_\_\_\_, 2021, and if not so mutually executed for any reason whatsoever, or for no reason at all, then the Parties shall have no further obligation to negotiate this Agreement, the terms offered herein shall expire, and neither Party shall have any further rights or duties to each other with respect to the Property or to the Project.
- G. The Developer understands and acknowledges that the City is **not** obligated to enter into the DDA, and the City is not obligated to sell or lease the Property to Developer if the City Council for the City of Blue Lake determines that such sale or lease is not in the public interest, not permitted by law, not consistent with the City of Blue Lake Plan, or for any other reason the City Council may determine, in its discretion. Further, the Developer understands and acknowledges that the Parties are not obligated to reach agreement on the terms of the DDA.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Recitals Incorporated.**

The recitals stated above are incorporated into this Agreement by this reference as material terms as if fully stated herein.

**2. Exclusive Negotiation Period/Effectiveness of Agreement.**

The "Exclusive Negotiating Period" shall commence as of the Effective Date of this Agreement and shall terminate on the date that is three hundred and sixty five (365) days after the Effective Date, notwithstanding holidays unless the date that is three hundred sixty five days after the Effective Date shall fall on a weekend or holiday, in which case the Exclusive Negotiating Period shall be extended to the next business day. The Exclusive Negotiating Period may be extended by the mutual written consent of both the City and the Developer for up to ninety (90) additional days, in their respective discretion. The City Manager shall be authorized to grant such extension for and on behalf of City, in her sole and absolute discretion. No further extensions may be granted absent the express consent of the City Council for Blue Lake, exercised in said Council's discretion by a majority thereof. Any officer of Developer shall be authorized to grant such extension for and on behalf of Developer. If the Parties have mutually consented to an extension of the term of this Agreement as provided herein, then the Parties shall, within such extended term, continue to negotiate in good faith the proposed DDA.

**3. Negotiations**

- a. During the Exclusive Negotiating Period, City shall not negotiate with any person or entity other than Developer regarding the sale of the Property or the development of the Project.
- b. During the Exclusive Negotiating Period, Developer shall not negotiate with any person or entity other than the authorized representative of the City concerning the development of the Project or the purchase or lease of the Property.
- c. Developer and City understand and agree that no Party is under any obligation whatsoever to sell or lease property or enter into the DDA. In the event of the expiration or earlier termination of this Agreement, the City shall be free at the City's option to negotiate with any persons or entity with respect to the sale, lease, and/or development of the Property.
- d. This Agreement may not be assigned by Developer without the prior express written consent of the City in its sole and absolute discretion. In the event of any such assignment without such prior written consent, this Agreement shall immediately terminate.

**4. Obligations of Developer.** During the term of this Agreement Developer shall have the following obligations:

- a. Attempt to negotiate a DDA which may include a Ground Lease during the Exclusive Negotiating Period.
- b. Develop conceptual plans for an approximately 40 unit for rent multifamily housing development for families and seniors earning no more than 80% of the Area Median Income as well as approximately \_\_\_\_\_ square feet of light industrial/retail space for potential construction on the Property.
- c. Perform Developer's own due diligence of the Property and the condition of title to the Property.
- d. Seek to procure and provide the City with evidence of project funding.

5. **Obligations of the City.** During the term of this Agreement City shall have the following obligations:
- a. City shall provide to Developer a copy of any relevant documents related to the Property, including but not limited to any Phase I Environmental Property Assessment performed by the City within five (5) days of the commencement of the Exclusive Negotiating Period.
  - b. Throughout the Exclusive Negotiating Period, City staff shall be available to meet with Developer to discuss the Project, the Property Plan, and any other issues pertinent to the preparation of the DDA and pertaining to the development of the Project.
  - c. Present any DDA to the Blue Lake City Council for discretionary review and potential approval.
  - d. During the Exclusive Negotiating Period, City hereby grants to Developer a non-exclusive, temporary license (the "License") to use the Property for the sole purpose of conducting certain inspections, feasibility studies, surveys, and reports that are necessary to determine the physical condition of the Property, including, but not limited to, environmental, soils, biological and cultural conditions and drainage conditions to determine the potential of the Property for the development of the Project ("License Uses").

6. **Deposit.**

Concurrent with the execution of this Agreement by City, Developer shall submit to City a good faith deposit in the amount of Ten Thousand Dollars (\$10,000) (the "Deposit") to cover the City's actual legal and other expenses to negotiate and prepare the DDA ("Expenses"). The Deposit shall be in the form of cash or in a manner reasonably acceptable to the City. City shall deposit the Deposit in an interest-bearing account and such interest, when received by City, shall become part of the Deposit. The City may thereafter apply such Deposit against Expenses as they are incurred. If City and Developer subsequently determine that the Deposit is insufficient, which determination shall be based on the reasonable Expenses incurred by City hereunder, then upon receipt of twenty (20) days written notice from City, Developer shall deposit with the City a lump sum deposit in the amount reasonably estimated by City and Developer to be sufficient to cover the excess (each a "Supplemental Deposit"). If Developer defaults in the payment of any Supplemental Deposit to City the Project may be suspended in the discretion of the City until the applicable Supplemental Deposit is made. In no event shall Developer's obligation to reimburse City for Expenses incurred under this paragraph exceed a maximum of Twenty-Five Thousand Dollars (\$25,000), unless the parties mutually agree otherwise in writing. In the event the parties do not agree upon the terms of a DDA, all unused funds submitted to the City in the form of a Deposit or Supplemental Deposit shall be returned the Developer along with an accounting of the amounts of funds used by the City.

7. **Environmental.**

Execution of a DDA by City shall be subject to compliance with the California Environmental Quality Act (California Public Resources Code § 2100 *et seq.* as amended: ("CEQA"), and nothing herein shall be construed as limiting the City's discretion to approve and/or disapprove the Project or any iteration thereof. Furthermore, nothing in this Agreement shall be considered a promise or guarantee that any land use approvals will be issued by the City related to the development of the Project. At all times, the City retains its right to independently review, and ultimately to grant or deny, any required land use entitlements for the Project when acting in its governmental capacity, in the City's discretion. Developer also agrees to provide all reasonable assistance to City necessary to carry out its obligations related to the proposed Project, including but not limited to any obligations it may have under CEQA, but shall be under no obligation to incur any costs or expenses outside the scope of the proposed Project under this Agreement. Any and all costs outside the scope of the obligations under this Agreement will be identified as costs to each party under the DDA, should the DDA be subsequently executed.

8. **Failure of Developer to Negotiate in Good Faith.**

In the event Developer has not continued to negotiate diligently and in good faith, City shall give written notice thereof to Developer, who shall then have ten (10) business days to commence negotiating in good faith. Following the receipt of such notice and the failure of Developer to thereafter commence negotiating in good faith within such ten (10) business days, this Agreement may be terminated by City's City Manager.

**9. Failure of City to Negotiate in Good Faith.**

In the event City has not continued to negotiate diligently and in good faith Developer shall give written notice thereof to City which shall then have ten (10) business days to commence negotiating in good faith. Following the receipt of such notice and the failure of City to thereafter commence negotiating in good faith within such ten (10) business days, this Agreement may be terminated by Developer. Failure to agree on the terms and conditions of a DDA shall not in itself be considered a lack of good faith on the part of either City or Developer.

**10. Termination of this Agreement.**

Subject to the terms of Sections 2, 8 and 9, this Agreement shall terminate at the expiration of the Exclusive Negotiating Period (or at the end of any authorized extension thereof), and, provided a DDA has not been executed by the City and Developer, no party shall have any further duty or obligation to any other party. If a DDA has been executed by the City and the Developer, the DDA shall supersede this Agreement and thereafter govern the rights and obligations of the parties with respect to the sale of the Property and the development of the Project.

**11. Governing Law.**

This Agreement and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California. Hence, the location for any action by either party shall be in Humboldt County, California.

**12. No Other Agreement.**

This Agreement constitutes the entire agreement of the parties hereto with respect to the subjectmatter hereof and supersedes any and all prior agreements and understandings between the parties. There are no agreements or understandings between the parties and no representations by either party to the other as an inducement to enter into this Agreement, except as expressly set forth herein. Notwithstanding anything provided herein to the contrary, whether expressed or implied, the City and the Developer shall have no obligation to enter into a DDA with the other and neither the City or the Developer (nor its officers, members, staff or agents) have made any promises to the other than to exclusively negotiate a DDA for the Property in good faith during the Exclusive Negotiating Period, and no statements of City or Developer (or its officers, members, staff or agents) as to future obligations shall be binding upon either party unless and until a DDA has been approved and executed by the City and the Developer.

**13. Notices.**

Any notice which is required or which may be given hereunder may be delivered or mailed to the party to be notified, as follows:

If to Developer:                   Danco Communities  
                                          5251 Ericson Way  
                                          Arcata, CA 95521  
                                          Attention: Chris Dart

If to City:                            City of Blue Lake  
                                          111 Greenwood Road PO Box 458  
                                          Attention: Amanda Mager, City Manager

With a copy to:                   The Mitchell Law Firm, LLP  
                                          426 First Street  
                                          Eureka, California 95501  
                                          Attention: Russell Gans

**14. Public Meeting.**

Any DDA that may ultimately be negotiated will be subject to consideration and discretion at a public meeting or meetings by City. Nothing in this Agreement shall commit or be construed as committing City to approve a DDA, or the City to approve the Project or any entitlements therefor.

**15. Counterparts.**

This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

**16. Effect of Agreement.**

All parties expressly acknowledge and agree as follows: (a) City and Developer shall promptly commence the good faith negotiation of a DDA, in the City's discretion, upon execution of this Agreement; (b) upon the execution of a DDA by the Parties, if one or more is agreed to, then this Agreement shall be null and void and of no effect and shall be superseded by the terms and conditions of the DDA; and (c) if a DDA is not executed between the parties by the expiration of the Exclusive Negotiating Period then this Agreement shall be of no further force and effect, and neither party shall have any further obligation to each other.

Notwithstanding any other provision of this Agreement to the contrary, Developer acknowledges and expressly agrees as follows: (a) that this Agreement does not obligate City in any way to approve, in whole or in part, any of the matters described in this Agreement, including, (without limitation) matters pertaining to land use entitlements or approvals, permits, waivers or reduction of fees, development or financing of the Property or any other matters to be acted on by City, as applicable; (b) that all such matters shall be considered and processed by City and City in accordance with all otherwise applicable City requirements and procedures; and (c) that City reserves all rights to approve, disapprove or approve with conditions all such matters in their sole discretion. Developer acknowledges that any and all expenditures made by it are not recoverable by Developer and shall be the sole responsibility of Developer in the event that a DDA, land use entitlement application, or permit application is not approved.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"City"

ATTEST:

CITY OF BLUE LAKE

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

Amanda Mager, City Clerk

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

Amanda Mager, City Manager

Approved as to form:

THE MITCHELL LAW FIRM, LLP

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

Russell S. Gans, City Attorney

"Developer"

DANCO COMMUNITIES, a California corporation

By: \_\_\_\_\_  
Chris Dart, President

EXHIBIT 1  
MAP OF PROPERTY





# CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road, Blue Lake, CA 95525  
Phone 707.668.5655 Fax 707.668.5916

## AGENDA REPORT

**Item #:** 7  
**Date:** August 24, 2021  
**Item Subject:** Blue Lake Garbage, LLC Contract  
**Submitted By:** Mandy Mager, City Manager

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### **General Information:**

Blue Lake Garbage has been purchased by Humboldt Sanitation, they have formed a new subsidiary named Blue Lake Garbage, LLC. Blue Lake Garbage, LLC has proposed, in coordination with City staff, the attached agreement to continue solid waste services in the City of Blue Lake.

City staff have reviewed the proposed contract with Blue Lake Garbage, LLC and is presenting the draft contract for Council’s review and consideration of acceptance.

**Background Material Provided:** Draft Contract

**Fiscal Impact:** N/A

**Recommended Action:** Authorize the Mayor, or the City Manager to execute the final contract

### **Review Information:**

City Manager Review:       Legal Review:       Planner Review:       Engineer:

Comments:

**CONTRACT FOR COLLECTION AND TRANSPORTATION OF SOLID  
WASTE FOR LANDFILL DISPOSAL, RECYCLABLE MATERIALS FOR  
RECYCLING, AND OTHER SPECIAL WASTES FOR HANDLING AS  
APPROPRIATE IN THE CITY OF BLUE LAKE**

This agreement entered into by and between the City of Blue Lake (hereinafter referred to as "City"), and Blue Lake Garbage LLC, a California limited liability company (hereinafter referred to as "Contractor") as successor to Blue Lake Garbage Company, a California corporation, *Contract For The Collection, Transportation and Disposal of Solid Waste For Landfill Disposal And Certain Special Wastes in the City of Blue Lake* , and has as its effective date \_\_\_\_\_, 2021 ("Effective Date").

**WITNESSETH:**

**WHEREAS**, under the provisions of California Public Resources Code Section 49300 City may contract for the collection and disposal of Solid Waste and special wastes under such terms as are prescribed by ordinance or resolution; and,

**WHEREAS**, Contractor represents that it has the experience and expertise necessary to institute a program for the collection. and proper handling of Solid Waste and Recyclable Materials; and,

**WHEREAS**, City retains the absolute right to direct all Solid Waste regulated under this Contract to the transfer station or disposal site under its obligation to the Humboldt Waste Management Authority; and,

**WHEREAS**, Contractor is the successor in interest to Blue Lake Garbage Company, which has served as the City's exclusive solid waste collector pursuant to that Contract For The Collection, Transportation and Disposal of Solid Waste For Landfill Disposal And Certain Special Wastes in the City of Blue Lake dated January 1, 2006 ("Prior Contract"); and,

**WHEREAS**, Contractor and the City desire to replace the Prior Agreement as set forth below; and,

**WHEREAS**, City has determined it has sufficient information to authorize entering into a contract for collection and transportation of Solid Waste for landfill disposal, Recyclable Materials for recycling, and other special wastes for handling as appropriate in the City of Blue Lake in accordance with Chapter 13.04 of the City of Blue Lake Municipal Code; and

**NOW, THEREFORE**, in consideration of the promises, covenants and conditions recited herein and made a material part hereof, the parties mutually agree as follows:

## TERMS

### 1. DEFINITIONS

Terms used herein shall have the same definitions as set forth in Ordinance No. 421. In addition, the following definitions are for the purpose of clarifying statements made in this Contract. They do not extend beyond the scope of this Contract.

**Authorized Recycling Collection Contractor:** Any person or entity that the City has authorized to collect recyclable material in the City pursuant to franchise, contract or permit granted in accordance with the provisions of this Ordinance.

**Authorized Solid Waste Collection Contractor:** Any person or entity that the City has authorized to collect solid waste for landfill disposal in the City pursuant to franchise, contract or permit granted in accordance with the provisions of this Ordinance.

**Curbside:** Within 5 feet of the edge of the front yard or back alleyway.

**Curbside Recycling:** The system in which Recyclable Materials are properly placed by Customers for collection and transportation by Contractor.

**Customer:** A person, residence or business that has requested, paid for, and is receiving Regular Service.

**Designated Disposal Facility:** The facility or facilities appropriately permitted by the State of California and designated by the City as the facility to which Contractor is obligated by the Contract to transport Solid Waste for Landfill Disposal.

**Designated Recycling Facility:** The facility or facilities appropriately permitted by the State of California and designated by the City as the facility to which Contractor is obligated by the Contract to transport Recyclable Materials; such Facility need not be permitted by City.

**Generate:** To create or render. An entity is not considered to be the generator of a Solid Waste if the material has merely been transported or moved to the site.

**Hazardous Waste:** A waste defined as a "hazardous waste" in accordance with Section 25117 of the Health and Safety Code, or a combination of wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may do either of the following:

- A. Cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness.
- B. Pose a substantial present or potential hazard to human health or

environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Unless expressly provided otherwise, "hazardous waste" includes extremely hazardous waste and acutely hazardous waste.

**Household Hazardous Waste:** Hazardous Waste commonly occurring in households, including but not limited to motor oils, latex paints, solvents or oil-based paints, batteries, pesticides and cleansers.

**Landfill Disposal:** The permanent placing of Solid Waste, garbage, and/or refuse in a facility properly permitted to receive it.

**Missed Service:** Service is considered missed by Contractor if the container and/or material was at its designated pick up location when Contractor serviced that portion of the route. It is not considered Missed Service if the Customer failed to put the material out, put the material out later than the starting time on collection day, or place material out improperly for collection.

**Pass Through Fees:** Fees that are assessed to Contractor for the acceptance of Solid Waste and/or Recyclable Materials which may be passed through to Customers.

**Recyclable Materials:** Solid Waste materials which are of some potential economic value and are capable of being recycled by being set aside, handled, packaged, or offered for collection in a manner different from Solid Waste. The term "Solid Waste" includes Recyclable Materials unless otherwise specified.

**Regular Service:** The Solid Waste collection service provided by Contractor to Customers with regular collection times.

**White Goods:** Large appliances, included but not limited to refrigerators, ovens, dishwashers, washing machines and dryers.

**Solid Waste:**

1. Except as provided in subdivisions 2, 3, and 4, Solid Waste includes, but is not limited to, all residential and commercial garbage, trash and rubbish, as those terms are commonly defined, and Recyclable Materials, but excluding hazardous, low-level radioactive (as defined in subdivision 2, below), electronic waste, medical waste (as defined in subdivision 3, below), demolition and construction wastes, abandoned vehicles and parts thereof, white goods and other bulky waste, dewatered, treated or chemically fixed sewage sludge which is not hazardous waste, manure or animal solid and semisolid wastes, household hazardous waste (as defined in subdivision 4, below), and other materials that by their nature cannot be legally transported to or disposed of in a class III landfill.

2. Solid Waste does not include low-level radioactive waste regulated under Chapter

7.6 of Division 20 of the Health and Safety Code.

3. Solid Waste does not include medical waste, which is regulated pursuant to the Medical Waste Management Act, Division 20 of the Health and Safety Code, provided that the medical waste, whether treated or untreated, is not disposed of at a solid waste facility. Medical waste which has been treated and which is deemed to be Solid Waste shall be regulated pursuant to this Ordinance.

4. Solid Waste does not include Hazardous Waste (defined above) or Household Hazardous Waste as defined by Section 25218.1(e) of the Health and Safety Code and 14 Cal. Code Reg. § 18720(27).

**Solid Waste For Landfill Disposal:** Solid Waste material intended by the Generator for landfill disposal.

## 2. CITY AUTHORITY

Whenever the context of this Contract requires City to perform an act, and said act is to be performed by an individual, "City" shall be interpreted as meaning the City Manager or his or her authorized appointee.

## 3. GRANT OF CONTRACT

There is hereby awarded to Contractor upon the terms and conditions hereinafter specified:

A. An exclusive contract for the collection at curbside, transportation, and delivery to a designated landfill disposal facility or transfer station of Solid Waste for landfill disposal in accordance with the provisions of Blue Lake Ordinance No. 421;

B. An exclusive contract for the collection at Curbside, transportation, and delivery to a designated disposal facility or transfer station of such industrial ash and other special wastes as may be designated in writing from time to time by City;

C. An exclusive contract for the collection, transportation, and delivery of Recyclable Materials to a Recycling Facility in accordance with the provisions of Blue Lake Ordinance No. 421; and

D. A contract to perform special services as may from time to time be agreed upon by City and Contractor in furtherance of this Contract.

## 4. SCOPE OF WORK

### A. **Solid Waste**

1. Contractor will provide all personnel, equipment, material, and facilities reasonably necessary to provide for the collection of Solid Waste within the City of Blue Lake that is intended for landfill disposal as the authorized Solid Waste

collection contractor except as set forth in this section of this Contract.

2. Contractor shall have no duty to provide bins or containers smaller than 1.5 cubic yards for the collection of Solid Waste, nor to collect, transport, or dispose of abandoned vehicles or parts thereof or discarded home or industrial appliances excepted as separately contracted services.

3. Shut Containers; Locked Container; Weight Limits: Contractor shall not be required to collect Solid Waste or recyclables that have not been placed in properly shut container (i.e. with the container lid fully closed). Contractor shall not be required to collect containers that have been improperly locked, such that they cannot be opened by the Contractor. Contractor shall not be required to collect containers which exceed a laden weight of over 1.5 pounds per gallon.

4. It is the intention of the Contractor to move towards automated collection service for solid waste. If the Contractor implements such automated solid waste services, Contractor shall provide all affected customers with solid waste toter containers suitable for automated machine handling, as approved by the City Manager, at Contractor's sole cost and expense. All such containers will be the property of the Contractor. Upon collection services becoming fully automated, bag service shall no longer be required by provider. Customer rates may be adjusted if necessary to cover additional costs of purchasing equipment to implement automated service, subject to prior approval by the City.

#### **B. Recyclable Materials**

Contractor, as the Authorized Recycling Collection Contractor, shall provide all personnel, equipment, material, and facilities reasonably necessary to provide for the Curbside collection and transportation of Recyclable Materials as noted below. The Customer shall be responsible for separating Recyclable Materials from Solid Waste and placing it in the appropriate container as set forth below prior to Curbside collection. Contractor shall, at Contractor's sole cost and expense, provide all affected customers with 95 gallon recycle toter containers suitable for automated machine handling as approved by the City Manager. All such containers will be the property of the Contractor. Recyclable Materials identified below are subject to change by the City Manager.

1. 95 gallon recycling carts for these materials:
  - Bi-metal cans;
  - Bottles;
  - Jars/glass containers; and
  - Plastic containers (type 1-7)
  - Junk mail/envelopes and cardboard;
  - Newspaper;
  - Office paper; and
  - Shredded paper in paper bags

**5. TERM OF CONTRACT**

This contract shall be for a period of ten (10) years, commencing on the Effective Date, and terminating at midnight on June 30, 2031; provided, however, that the City shall have the right to terminate this Contract on December 31, 2026, in the event Contractor has not transitioned to automated collection within the City of Blue Lake utilizing new collection truck(s) by June 30, 2026. If the City desires to exercise its right to terminate the Contract as of December 31, 2026, the City shall provide written notice to Contractor on or before July 31, 2026. If agreeable to both parties in a signed writing, this Contract may be continued for a period of five (5) years upon the same terms and conditions set forth herein. If either party wishes to continue the Contract for an additional period of five (5) years, notice shall be given to the other ninety (90) before the expiration of the current term, and if the other party likewise wishes to continue the Contract for an additional period of five (5) years, it shall so notify the first on or before sixty (60) days before the expiration of the current term.

**6. COLLECTION FROM CITY FACILITIES**

**A. Solid Waste**

Contractor shall provide and collect, at no charge to City, and not less frequently than once per week, two (2) two-yard bins at the Blue Lake City Park and one (1) two-yard bin at the Blue Lake Corporation Yard and shall collect and remove and dispose of all garbage placed in said hoppers. Any additional garbage collection service requested or required by City shall be billed by Contractor to City at Contractor's customer collection rates.

Contractor shall also annually deliver to the Blue Lake Corporation Yard, at a mutually- agreed upon date, a dumpster suitable for collection of corporation yard waste, and shall on a one-time basis collect and remove and dispose of all materials placed therein.

**B. Recyclable Materials**

Contractor shall provide and collect, at no charge to City, twice per month, one 2-yard bin or four 95-gallon recycling carts, at the Blue Lake Corporation Yard intended for the collection and transportation of City-generated Recyclable Materials.

**7. PERFORMANCE BOND**

Contractor shall post a five thousand dollars (\$5,000) bond or financial instrument acceptable to City Manager of City as guarantee for the performance of all the terms and conditions of this Contract. The bond must be renewed and in full force for every day of this Contract and for the full sum herein specified. Upon Contractor's failure to pay the City an amount owing under this Contract, the Performance Bond may be assessed by the City. In the event the City is successful in drawing on the Performance Bond, all of City's costs of collection and enforcement of the provisions relating to the Performance Bond called for by this section, including reasonable

attorney's fees and costs, shall be paid by Contractor. When a withdrawal is made from the bond, Contractor shall restore the bond to the full amount within thirty (30) calendar days after receiving written notice from City of a withdrawal. If the performance bond takes the form of an interest-bearing account, the interest shall accrue to the Contractor.

**8. FRANCHISE FEE**

A. Contractor shall during the life of the Contract pay to City the following amount as and for a Franchise Fee:

1. Five percent (5%) of the total gross receipts for all Residential Container Service and all Medium Containers as defined in Exhibit A and computed on a quarterly basis arising from Contractor's operations under this Contract; and
2. Five percent (5%) of only the "Base Rate"<sup>1</sup> receipts portion for all Large Containers as defined in Exhibit A and computed on a quarterly basis, arising from Contractor's operations under this Contract.
3. Five percent (5%) of the total gross receipts received from all Recycling Customers.
4. City, in its sole discretion, may increase or decrease the Franchise Fee percentage by giving sixty (60) day's written notice to Contractor; provided, however, that in the event of an increase, the Contractor may, and in the event of a decrease, the Contractor shall, adjust Contractor's Garbage Service Rates accordingly so that the Franchise Fee change becomes a pass-through for the Contractor.

B. In the event said payment is not made, this Contract shall at the election of City terminate.

Contractor shall file with the City Manager within three months after the expiration of the fiscal year or fractional fiscal year following the effective date of the execution of this Contract and, within three months after the expiration of each and every fiscal year thereafter, a verified statement showing in detail the total gross receipts of Contractor on a quarterly basis during the preceding fiscal year or such fractional fiscal year arising from its operations under this Contract within the City of Blue Lake.

Contractor shall pay to City in lawful money of the United States within thirty (30) days following the end of each calendar quarter the aforesaid Franchise Fee for that quarter.

Contractor's books of account and other records pertaining to its operations under this Contract shall be available to the City or its agent for inspection, audit, or other lawful purpose.

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<sup>1</sup> The "Tipping Fee" portion is excluded from the franchise fee calculation for Large Containers. The "Base Rate" and "Tipping Fee" are defined in Paragraph 23 of this Contract.



Any neglect, omission, or refusal of said Contractor to file said verified statement or to pay said Franchise Fee at the time or in the manner herein above provided, which neglect, omission, or refusal shall continue for more than fifteen days following notice thereof to the Contractor from City shall be grounds for the termination of this Contract and of all rights of the Contractor hereunder. Such notice shall be deemed to have been given ten (10) business days following deposit in the United States mail, postage prepaid, to Contractor's address specified in Paragraph 26 of this Contract.

**9. DISPOSAL MANDATES**

**A. Flow Control**

The City is a member of the Humboldt Waste Management Authority, a Joint Powers Authority. As a consequence of its membership in this Authority, the City is obligated to ensure flow control of Solid Waste generated or accumulated within the jurisdiction of the City, regardless of whether such Solid Waste are subject to collection under this Contract. In addition, State law independently confers on the City authority to provide for Solid Waste handling services including the imposition of flow control measures. Contractor expressly agrees that it will not transport any Solid Waste or Recyclable Material collected from within the boundaries of the City, whether subject to this Contract or not, to any facility other than the designated Landfill Disposal Facility or Recycling Facility, respectively, or other appropriately designated facility without the express written permission of City. Any such permission may include conditions as specified by City in order to implement its obligations as a member of the Humboldt Waste Management Authority.

**B. Solid Waste Disposal at Designated Facility**

All Solid Waste for Landfill Disposal collected by Contractor shall be delivered to the Designated Disposal Facility, as may be changed from time to time. As of the Effective Date, the designated location is the Humboldt Recycling Transfer Facility located at 2585 Central Ave. McKinleyville, California.

**C. Recyclable Materials Delivery to Designated Facility**

All Recyclable Materials collected by Contractor shall be delivered to the Designated Recycling Facility, as may be changed from time to time. As of the Effective Date, the designated location is the Humboldt Recycling Transfer Facility located at 2585 Central Ave. McKinleyville, California.

**D. Intermingling of Solid Waste & Recycling**

Contractor may intermingle solid waste & recycling collected under this Contract with like material from other jurisdictions, provided that Contractor utilizes a methodology to provide accurate tonnage data for each jurisdiction. Contractor's methodology to determine accurate tonnage data shall be provided to the City Manager for approval.

**E. Compliance With All Laws**

All solid and special waste shall be disposed of in such manner as may be

prescribed by State law. In addition, the City and Contractor note that Federal and State legislation in the future may dictate the delivery of collected wastes to special facilities at specific discharge fees or payments, with which Contractor shall comply.

#### **10. COLLECTION EQUIPMENT**

Contractor shall provide the equipment and workforce reasonably necessary to properly and safely accomplish the waste collection and processing. Equipment shall be in a clean, sanitary condition. Collection vehicles shall have the Contractor's name painted on the side so as to be clearly visible. The following provisions shall apply to the equipment used in the performance of the franchise:

- a. Enclosed steel packer-type bodies shall be used on trucks;
- b. The container bed shall be water-tight on the lower portion thereof to insure against liquid drippings and spillage; and
- c. For servicing large, bulky dry loads, an open steel truck bed may be used, provided adequate canvas or other covers are applied to restrict any loss of debris.

#### **11. PERFORMANCE REQUIREMENTS**

Contractor shall:

- A. Exercise competent supervision over the operation, and perform service in a courteous, professional, and high-quality manner;
- B. Be exceptionally careful to minimize litter in collecting and transporting waste materials;
- C. Maintain a 24-hour a day telephone number and answering device for contact outside normal business hours;
- D. Adhere to a collection frequency schedule and shall have specific routes and collection days for adhering to that schedule;
- E. Furnish City with Residential Collection Day Schedule, and shall not make changes to same without informing City;
- F. Attempt to promptly correct any complaints relative to service or missed service. In the event that complaints are registered with the City rather than the Contractor, the City shall promptly inform the Contractor of the complaint. Contractor shall promptly and properly respond the complaints and notify City when response is completed; and

#### **12. LIQUIDATED DAMAGES**

The City and Contractor recognize that it is impractical, if not impossible, to reasonably ascertain the extent of damages which will be incurred by the City as a result

of a material breach by Contractor of its obligations under this Contract. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that:

1. Substantial damage results to members of the public who are denied quality, reliable services;
2. Such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of this Contract to individual members of the general public in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms;
3. The monetary loss resulting from the denial of quality, reliable services is impossible to calculate in precise monetary terms; and
4. The termination of this Contract for such breaches, and other remedies, are a means of future correction and not remedies which make the public whole for past breaches.

Accordingly, the City may, upon notification to the contractor as outlined in paragraph 21, assess liquidation damages not exceed the sum of one hundred dollars (\$100.00) per day, for each calendar day that Contractor is in material breach of this Contract. The City finds, and Contractor acknowledges and agrees, that the above-described liquidated damages provisions represent a reasonable sum in light of all of the circumstances. Contractor shall pay any liquidated damages assessed by the City within ten (10) days after they are assessed. If they are not paid within the ten (10) working days period, the City may withdraw them from the Performance Bond required by Paragraph 6, and in addition to any other remedies, order the termination of the franchise granted by this Contract.

### **13. INDEMNIFICATION OF CITY**

Contractor shall appear and defend all actions against the City, its officers, officials, employees, and volunteers arising out of the exercise of this Contract, or the failure of performance of any of the terms or obligations imposed hereunder, and shall indemnify and save City, its officers, officials, employees, and volunteers, free and harmless of and from all claims, actions, or causes, including attorney's fees, of action arising from negligence connected with the exercise of this Contract or the failure of performance of any of the terms or obligations imposed hereafter. This provision shall survive the expiration period during which collection services are to be provided under

### **14. HAZARDOUS SUBSTANCE INDEMNIFICATION**

The Contractor shall indemnify, defend with counsel selected by City, protect and hold harmless the City, its, officers, officials, employees, and volunteers and any successor or successors to City's interest, from and against all claims, actual damages (including but not limited to special and consequential damages), natural resources damage, punitive damages, injuries, costs, response, remediation and removal costs, losses,

demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including, but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by or asserted against, the City, its officers, officials, employees, and volunteers arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to government action) concerning any hazardous substance or hazardous waste at any place where Contractor stores or disposes of municipal Solid Waste pursuant to this Contract.

The foregoing indemnity is intended to operate as a Contract pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA), 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect, hold harmless and indemnify City from liability under CERCLA, other statutes or common law for any and all matters addressed in the section. This provision shall survive the expiration period during which collection services are to be provided under this Contract.

#### **15. INSURANCE**

Contractor shall comply with the Insurance Requirements set forth in Exhibit B attached hereto and incorporated herein by this reference.

#### **16. SERVICE OPERATIONS AND PERFORMANCE**

Contractor shall provide, as called upon by City and by individual Customers, collection and hauling service of such wastes as are generated in or occur within the City of Blue Lake.

The basic service components to be performed by Contractor are as follows:

##### **A. Can Collection Service**

This consists of containerized, Curbside, Garbage collection at least on a once per week basis, provided that all refuse collected must fit into container or be contained in specific bags sold by Contractor.

##### **B. Large Bin Collection Service**

Contractor shall offer large bin Garbage collection service, at least once a week, as described by Exhibit A.

##### **C. Drop Box Waste Collection Service**

Contractor shall offer drop box waste collection service, on a schedule or on call, with Contractor furnishing or offering to furnish said drop boxes, or offering to haul boxes owned by a Customer. Bins or boxes supplied by a Customer must be compatible with Contractor's equipment.

##### **D. Recycling Collection Service**

This consists of containerized, curbside, Recyclable Material collection every other

week and where the Producer has separated the Recyclable Materials into specified containers prior to Curbside collection.

**E. Reports**

Contractor shall submit to City the following reports in a format approved by City, with data specific to Blue Lake, during the term of the Contract:

*1. Quarterly Reports*

Within fifteen (15) days after the last day of each calendar quarter, Contractor shall submit a quarterly Report to include all of the following:

- a. Quarterly summary of the tonnage of Solid Waste for Landfill Disposal and Recyclable Materials collected specifically within the City limits; and
- b. Quarterly estimate of the percentage rate of participation by Customers and number of Customers on a form provided by City.

*2. Annual Reports*

On or before March 1 of each year, Contractor shall submit a year-end report for the previous year, to include suggestions for improving public awareness, percentage of participation, and amount of material diverted from the waste stream significant highlights, noteworthy experiences, and problems from the previous year, list of customers and their addresses. This list shall be confidential to third parties.

All reports are to be submitted to:

**City Manager, City of Blue Lake  
Post Office 458, Blue Lake, CA 95525**

E. If Contractor observes any substances that it or its employees reasonably believe or suspect to contain hazardous wastes unlawfully disposed of or released on City property, including streets, storm drains, or public rights of way, Contractor also shall immediately notify the City.

F. Any refuse spilled during the pick up process shall be the responsibility of the Contractor and shall be cleaned up promptly. Contractor's equipment shall be watertight on lower portion so as to assure against liquid spillage. Refuse scattered from containers by animals is not the responsibility of the Contractor.

G. Contractor shall immediately after loading garbage replace lids or covers on containers when covers are present and usable and shall return containers to their original location.

H. Contractor shall not be required to travel upon private residential driveways or other passageways not suitable for heavy equipment. It shall be expected of the residential Customers to place their containers at curbside.

I. The basic service components can be altered by City with corresponding adjustments in compensation to be negotiated by both parties. This alteration could

include at some future time, yard clippings collection or additional recycling services.

J. **Green Waste & Organics Program:** If the City determines to implement a Green Waste or Organics Collection program, the City shall notify the Contractor of its intention in writing and the specifications of such program and Contractor shall have the right to submit to the City a proposal to provide such services. Contractor and the City shall negotiate Contractor's provision of such Green Waste and/or Organics program in good faith. If the parties fail to reach agreement, as determined in the City's reasonable discretion, then the City shall have the right to consider proposals from third parties to provide such service.

#### 17. **AVAILABILITY OF SERVICE AND SPECIAL SERVICE**

Contractor shall provide service on a subscription basis to any residence or business that requests service and pays for service in a timely manner. No such business or residence that generates and discards waste legally shall be denied the opportunity for service. Contractor may offer special services, in accordance with Contractor's license, to residents or businesses and receive fees as agreed upon for those services.

#### 18. **TIME LIMITS OF COLLECTION**

Contractor's hours of operation shall be approved by City. The City further reserves the right to regulate hours during the term of this Contract should the City deem that traffic, noise, or hours of operation are a nuisance.

#### 19. **RECORDS AND CONFIDENTIALITY**

Contractor's operation and financial records shall be open and accessible for inspection by City at all times, but shall remain confidential with respect to third parties. However, City Council of City may discuss a summary of Contractor's financial data as part of any public meeting for the purposes of reviewing rates. Contractor shall maintain all documents, ledgers, invoices, canceled checks, and records that demonstrate performance under this Contract for a minimum period of five (5) years or any longer period required by law. All audit costs and financial reporting are to be considered normal operating costs of Contractor.

#### 20. **BREACH BY CONTRACTOR**

In the event Contractor should default in the performance of any material provisions of the Contract or fail to comply with the provisions of Ordinance No. 421 as the same now exists or may hereafter be amended, and the default is not cured within 30 days after receipt of written notice of default from City, then City may, at its option, hold a hearing at a City Council meeting to determine whether this Contract should be terminated.

If the City determines that public health or safety is at risk, remedies may be required within 7 days of written notice to Contractor without prior hearing with City Council. In the event City exercises its option to terminate this Contract, City may, at

its option, either directly

undertake performance of the services or arrange with other persons to perform the service with or without a written Contract.

In either event, Contractor shall be liable to City for any expense City incurs in performing the services. In the event City exercises its option under this section to terminate this Contract, the City has no further liability to Contractor. In the event that Contractor fails to provide or maintain in full force and effect the required insurances, becomes insolvent, is adjudged bankrupt, files any bankruptcy petition, or makes an assignment for the benefit of creditors, this contract may be immediately terminated by City.

Upon breach and termination of this Contract, any performance that Contractor has failed to render may be performed by the City, either directly or by contracting therefor at the expense of the Contractor and its surety; if any. Any net costs incurred by City in carrying out this Contract after it has been terminated may be charged against the Contractor and any surety for its performance. A waiver by either party of performance of any provision of this contract shall not amount to a future waiver of the strict performance of such provisions or any other provision of this Contract.

## **21. REMEDIES FOR FAULTY PERFORMANCE**

A. Following receipt by Contractor of written notice of breach as described in section 20 of this Contract, Contractor shall correct the default within the time frame specified; or in the case of a default that is not capable of being corrected within thirty (30) days, Contractor shall commence correcting the default within thirty(30) days of City's notification thereof, and thereafter correct the default with reasonable diligence.

B. If the City determines that the Contractor has failed to correct a default within a reasonable period of time, City, upon ten (10) days prior written notice, shall have any of the following rights and remedies:

1. The right to give notice of termination of the Contract in accordance with the terms and procedures set forth herein.
2. The right to license others to perform the services otherwise to be performed by Contractor hereunder, or to perform such services itself.
3. The right to obtain damages and/or injunctive relief as both parties recognize that in the event of default under the terms of this Contract by Contractor, City may suffer irreparable injury and incalculable damages sufficient to support injunctive relief to enforce the provisions of this Contract and enjoin the breach thereof.
4. City's costs in performing these remedies may be drawn from Contractor's Performance Bond.

## **22. FORCE MAJEURE**

Neither the Contractor nor the City shall be liable for the failure to perform their duties nor any resultant damage, loss, etc., if such failure is caused by a catastrophe, riot, war, earthquake, governmental order, accident, act of God, or other similar or different contingency beyond the reasonable control of the Contractor or City. When hazardous road conditions are present due to snow, ice, slides or other reasons, the Contractor may, with approval from the City, suspend collection in affected areas.

## **23. COMPENSATION TO CONTRACTOR**

### **A. Base Rate and Tipping Fee**

Contractor shall perform the responsibilities and duties described in this Contract in accordance with and in consideration of service rates. The customer service rates are set forth in Exhibit "A" and are composed of two parts, referred as "Base Rate" and "Tipping Fee."

Contractor shall pass through to the Customers increases or decreases in the Tipping Fee component of customer collection rates when such costs become effective, subject to advance approval and authorization by the City Manager, which approval shall not be unreasonably withheld.

The Base Rate component of Contractor's rates shall be adjusted each year to become effective on July 1 of each year commencing July 1, 2021. The percentage increase or decrease shall be computed on the basis of the Consumer Price Index - United States City Average - All Items (1982-84 base) (CPI-U) as determined by the Bureau of Labor Statistics of the U.S. Department of Labor. The month of May shall be used as the month of comparison. Any such adjustment shall be expressed as a percentage increase or decrease in the Base Rate only.

The Total Rate composed of both the Base Rate and the Tipping Fee will rounded off to the nearest five cents (\$0.05). In the event that the City directs Contractor to a landfill and/or transfer station different from that contemplated on the effective date of this Contract, Contractor shall be entitled to increase or decrease the Base Rate component of customer collection rates in accordance with the change in mileage costs.

### **B. Fees for Special Services**

Such refuse that is in excess of the capacity of containers shall be collected by Contractor, who will be permitted to charge a fee for special services. Such fee shall be in accordance with Contractor's normal fee schedule for special services.

The collection of bulky items, such as discarded furniture, mattresses, carpet, appliances, packaging crates and large containers shall be performed as a special service and may be charged for by Contractor in accordance with Contractor's normal fee schedule for special services. Contractor shall receive fees from Customers for large bin service based on the size of bin, number of bins, and frequency of pick up, as described in Exhibit A.



**C. Special Wastes**

Compensation to Contractor for collection, transportation, and delivery of industrial ash and other special wastes shall be in accordance with a rate schedule to be approved by City.

**D. Recyclable Materials Pass-Through Fees**

In the event Contractor is assessed fees by a Recycling Facility for Recyclable Materials, Contractor shall be allowed to pass such fees through to Customers, subject to advance approval and authorization by the City Manager, which approval shall not be unreasonably withheld.

**E. Mandatory Collection Reopener**

If City by ordinance or resolution requires City-wide mandatory garbage collection, the Rate Schedule set forth in Exhibit "A" shall be reopened for negotiation between the parties to become effective upon the commencement of mandatory garbage collection. If the parties cannot reach agreement on a rate schedule, City may terminate this Contract.

**F. Consumer Price Index Adjustment**

In consideration of a CPI rate adjustment, Contractor must submit a written report to City describing the calculation used to implement the rate change. Calculation of any CPI service rate adjustment must have approval of the City Manager as to accuracy prior to any service rate change taking effect. Such approval shall not be unreasonably withheld.

**G. Senior Discount**

There shall be a senior citizens' discount of ten percent (10%) for persons 65 years of age and older, which shall be applied to the total amount billed for the container.

**24. LOADING**

The Contractor shall be responsible for the cleaning of all earth, garbage, waste, offal or debris placed, spilled or tracked on any road, street, alley or public place by any of his equipment, and if the Contractor fails to clean the same within two hours after written notice is served by the City Manager, the City Manager may cause such roads, streets, alleys or public places to be cleaned and Contractor shall promptly repay City the cost thereof. The Contractor shall, immediate after loading garbage, waste, offal or debris, replace all covers on containers when covers are present and useable. The Contractor shall exercise care during the loading, unloading, or operation of equipment such that the noise level will not exceed 65dBA at 50 feet.

**25. EMERGENCY COLLECTIONS**

Adequate provisions shall be made by the Contractor to take care of collections when garbage, waste, offal or debris have not been collected during the regularly scheduled trip. Special pickups for missed collections shall be made by the Contractor

when ordered by the City Manager. The Contractor shall not be entitled to any additional compensation except in those cases where the missed collection is due solely to the part of the Customer.

## **26. NOTICES**

All notices shall be in writing and delivered in person or transmitted by U.S. mail, postage prepaid, as follows:

To City:                   **City Manager, City of Blue Lake**  
                                  **P. O. Box 458, Blue Lake, CA 95525**

To Contractor:       **Blue Lake Garbage LLC**  
                                  **P.O. Box 2812 McKinleyville, CA 95519**

## **27. COMPLIANCE WITH REGULATIONS**

A. Contractor shall comply with all laws, ordinances and requirements (both present and future) of the United States, the State of California, the City of Blue Lake, the Humboldt Waste Management Authority, and the County of Humboldt. In the event of material change in any such rules, the parties shall review this contract and renegotiate terms as needed for compliance. If the parties cannot reach agreement on new terms, City may terminate this Contract.

B. Any "household hazardous wastes" placed for collection which are discovered prior to loading shall be left on the premises where found. Contractor shall notify the City Department of Public Works concerning the location of such substances.

## **28. MISCELLANEOUS PROVISIONS**

A. Contractor may not assign this Contract or any interest or portion of this Contract without prior written approval of City. Any purported assignment without such approval shall be void.

B. This written Contract contains the sole and entire contractual agreement between the parties. It supersedes any and all other contracts between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Contract or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein. Each party further acknowledges that any statements or representations that may have been made by either of them are void and of no effect and that neither of them has relied on such statements in connection with its dealings with the other.

C. No waiver or modification of this Contract or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the

party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration or litigation between the parties arising out of or affecting this Contract, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing and duly executed. The provisions of this paragraph may not be waived except as herein set forth.

D. City intends that Contractor, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is to be performed. Contractor shall be free to contract for similar services to be performed for others while it is under contract with City. Contractor is not to be considered an agent or employee of City and is not entitled to participate in any pension plans, workers' compensation insurance or similar benefits that City provides for its employees.

E. Should any litigation be commenced between the parties hereto concerning this Contract, or the rights and duties of any party in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such litigation or in a separate action brought for that purpose.

F. If any term, covenant, condition, section or provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable, such determination shall affect only such term, covenant, condition, section or provision and all remaining terms, covenants, conditions, sections and provisions of this Contract shall remain fully effective and enforceable between City and Contractor.

G. This Contract is the result of negotiations between City and Contractor in which each was represented by legal counsel chosen by each and shall be interpreted and construed reasonably, not giving effect to any rule of interpretation or construction based on its drafting by one party or the other.

H. Contractor shall cooperate with City and those designated by City in connection with City's implementation of its Integrated Solid Waste Management Plan educational functions and shall make available to City such nonproprietary information as City requests to enable City to discharge its responsibilities under its Integrated Solid Waste Management Plan. Contractor shall also cooperate with City in connection with the performance by City of compliance audits and inspections of those receiving services provided under this Contract. Contractor shall provide City with quarterly reports including the following information: total tonnages disposed, separately listing residential (truck), bin, and special waste totals, and types of service provided to all weekly and monthly Customers.

I. Contractor states that at the time of signing this Contract, Blue Lake Garbage LLC. is owned by Kenneth Eisner, Tasha Eisner, Tavis Cain & Jessica Cain. Contractor shall inform City, in writing, at least 30 days prior to and shall not sell or transfer ownership of the company without approval of City. If City does not respond within 30 days, City's approval shall be considered granted. City shall not unreasonably

withhold consent.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract in duplicate on the date first here and above set forth.

**THE CITY OF BLUE LAKE**

**By:** \_\_\_\_\_  
**Name: Amanda Mager**  
**Its: City Manager**

**BLUE LAKE GARBAGE LLC**

**By:** \_\_\_\_\_  
**Name: Tasha Eisner**  
**Its: Authorized Member**

Increase of  
9.94%

---

New Rates

**Residential**

20 Gallon Can + Recycle	\$ 26.00
20 Gallon Can Senior + Recycle	\$ 23.40
20 Gallon Can NO RECYCLE	\$ 21.50
20 Gallon Can Senior No Recycle	\$ 19.35
30 Gallon Can + Recycle	\$ 31.50
30 Gallon Can Senior + RECYCLE	\$ 28.35
30 Gallon Can NO RECYCLE	\$ 27.00
30 Gallon Can Senior NO RECYCLE	\$ 24.30
45 Gallon Can + Recycle	\$ 39.00
45 Gallon Can Senior +Recycle	\$ 35.10
45 Gallon Can NO Recycle	\$ 34.00
45 Gallon Can Senior NO Recycle	\$ 30.60
95 Gallon Can + Recycle	\$ 64.00
95 Gallon Can Senior + Recycle	\$ 57.60
95 Gallon Can NO Recycle	\$ 59.75
95 Gallon Can Senior NO Recycle	\$ 53.80
"Blue Bag"	\$ 8.50
Buly Items	\$ 25.00
Recycle Only Cart	\$ 10.50
Recycle Bin Weekly	\$ 51.25
Hourly Charge (man + truck)	\$ 120.00
Go Back Fee after improprer set out	\$ 25.00
<b>Weekly Commerical Bins</b>	
1.0 CY	\$ 179.50
Extra PU	\$ 41.40
1.5 CY	\$ 235.70
Extra PU	\$ 54.40
2.0 CY	\$ 324.75
Extra PU	\$ 74.90
3.0 CY	\$ 465.40
Extra PU	\$ 107.40
4 YD	\$ 640.50
Extra PU	\$ 147.80
<b>Large Bins (3 Day Rental)</b>	
5 YD (includes 0.5 tons)	\$ 270.00
14 YD (includes 1.4 tons)	\$ 494.35
18 YD (includes 1.8 tons)	\$ 595.75
20 YD (includes 2 tons)	\$ 600.60
40 YD (includes 2 tons)	\$ 720.00
Extra Day	\$ 25.00

**FIRST AMENDMENT TO THAT CERTAIN  
AMENDED AND RESTATED CONTRACT FOR COLLECTION AND  
TRANSPORTATION OF SOLID WASTE FOR LANDFILL DISPOSAL, RECYCLABLE  
MATERIALS FOR RECYCLING, AND OTHER SPECIAL WASTES FOR HANDLING  
AS APPROPRIATE IN THE CITY OF BLUE LAKE**

This First Amendment (this "Amendment") to that certain Amended And Restated Contract For Collection And Transportation Of Solid Waste For Landfill Disposal, Recyclable Materials For Recycling, And Other Special Wastes For Handling As Appropriate In The City Of Blue Lake dated November 11, 2009, is made and entered into as of February [13], 2020, by and between the City of Blue Lake ("City") and Blue Lake Garbage Company, Incorporated, a California corporation ("Contractor").

WHEREAS, the City and Contractor entered into that certain Contract For The Collection, Transportation And Disposal Of Solid Waste For Landfill Disposal And Certain Special Wastes In The City Of Blue Lake effective January 1, 2006 (the "Original Agreement");

WHEREAS, the City and Contractor entered into that certain Amended And Restated Contract For Collection And Transportation Of Solid Waste For Landfill Disposal, Recyclable Materials For Recycling, And Other Special Wastes For Handling As Appropriate In The City Of Blue Lake effective November 11, 2009 ("Restated Agreement"), which Restated Agreement amended and otherwise restated the terms of the Original Agreement as set forth therein;

WHEREAS, the City and Contractor desire to amend the Restated Agreement to, among other things, designate a new and different Designated Recycling Facility and to amend the service rates on the terms and conditions set forth herein;

WHEREAS, except as expressly stated herein, the terms and conditions of the Restated Agreement and, where applicable, the Original Agreement shall continue in full force and effect;

NOW, THEREFORE, IT IS AGREED as follows:

1. The Parties hereby agree to extend to term of the Agreement to and including June 30, 2025.
2. Effective as of Feb. 1, 2020, Exhibit A (Garbage Service Rates) of the Restated Agreement is hereby amended to read in its entirety as Exhibit A (Garbage Service Rates) attached to this Amendment. The customer service rates that Contractor is entitled to charge under the Restated Agreement shall not, on and after the Effective Date of this Amendment, exceed those set forth in such amended Exhibit A.
3. Subdivision "C" of Section 9 (Disposal Mandates) of the Restated Agreement, is hereby deleted and replaced to read in its entirety as follows:

**C. Recyclable Materials Delivery to Designated Facility**

All Recyclable Materials collected by Contractor shall be delivered to the Designated Recycling Facility, as may be changed from time to time by the City. As of January 1<sup>st</sup>, 2019, the Designated Recycling Facility is the Recology Samoa Facility.

4. Section 2 (City Authority) is hereby deleted and replaced to read in its entirety as follows:

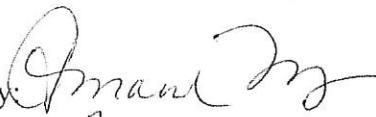
**2. CITY AUTHORITY**

The City Manager is hereby appointed as the designated representative of the City, except for matters requiring formal approval of the City Council of the City of Blue Lake, including, but potentially not limited to, any extension of the Term of the Restated Agreement or matters relating to modifications to fees or service rates.

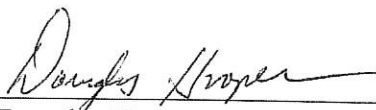
5. Except as expressly set forth in this Amendment, the Restated Agreement shall remain in full force and effect. Unless the context otherwise requires, all references in this Amendment to sections refer to sections of the Restated Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment to that certain Amended And Restated Contract For Collection And Transportation Of Solid Waste For Landfill Disposal, Recyclable Materials For Recycling, And Other Special Wastes For Handling As Appropriate In The City Of Blue Lake as of the date first written above.

**CITY OF BLUE LAKE**

By:   
Name: Amanda Mager  
Title: City Manager

**BLUE LAKE GARBAGE COMPANY, INCORPORATED**

By:   
Name: Douglas Hooper  
Title: President and Chief Executive Officer

# Blue Lake Garbage Company, Inc.

## CPI Cost Increase

September 1, 2018

### CPI Increase

Item	Current Price	(2015-2018)	BLG Rate	Difference	Final Rate
20-Gal	\$ 17.95	\$ 19.39	\$ 19.50	\$ 0.11	\$ 19.50
20 Gal + Rec	\$ 22.30	\$ 24.08	\$ 24.00	\$ (8.00)	\$ 24.00
20 Gal Extra Can	\$ 4.50	\$ 4.86	\$ 5.00	\$ 0.14	\$ 5.00
20 Gal Extra Can Senior	\$ 4.00	\$ 4.32	\$ 4.50	\$ 0.18	\$ 4.50
20 Gal Senior	\$ 20.50	\$ 22.14	\$ 22.50	\$ 0.36	\$ 22.15
30 Gal	\$ 22.15	\$ 23.92	\$ 25.00	\$ 1.08	\$ 24.00
30 Gal + Rec Senior	\$ 24.25	\$ 26.19	\$ 26.00	\$ (0.19)	\$ 26.00
30 Gal Extra Can	\$ 5.50	\$ 5.94	\$ 8.00	\$ 2.06	\$ 6.00
30 Gal Senior	\$ 19.90	\$ 21.49	\$ 22.00	\$ 0.51	\$ 21.50
30 Gal + Rec	\$ 26.50	\$ 28.62	\$ 30.00	\$ 1.38	\$ 28.50
40 CUYD Bin	\$ 575.00	\$ 621.00	\$ 580.00	\$ (41.00)	\$ 621.00
45 Gal	\$ 28.05	\$ 30.29	\$ 30.00	\$ (0.29)	\$ 30.00
45 Gal + Rec	\$ 32.40	\$ 34.99	\$ 35.00	\$ 0.01	\$ 35.00
45 Gal + Rec Senior	\$ 29.60	\$ 31.97	\$ 40.00	\$ 8.03	\$ 32.00
45 Gal Senior	\$ 25.25	\$ 27.27	\$ 27.50	\$ 0.23	\$ 27.25
45 Gal + Rec	\$ 32.40	\$ 34.99	\$ 34.00	\$ (0.99)	\$ 35.00
96 Gal + Rec Senior	\$ 53.45	\$ 57.73	\$ 57.00	\$ (0.73)	\$ 57.75
96 Gal Senior	\$ 49.10	\$ 53.03	\$ 54.00	\$ 0.97	\$ 53.00
96 Gal Tote	\$ 49.70	\$ 53.68	\$ 56.00	\$ 2.32	\$ 53.75
96 Gal Tote + Rec	\$ 54.05	\$ 58.37	\$ 58.00	\$ (0.37)	\$ 58.00
1 CUYD	\$ 154.00	\$ 166.32	\$ 160.00	\$ (6.32)	\$ 166.25
1/5 Yd Bin	\$ 200.00	\$ 216.00	\$ 210.00	\$ (6.00)	\$ 216.25
10 CUYD Bin	\$ 341.25	\$ 368.55	\$ 350.00	\$ (18.55)	\$ 368.50
14 CUYD Bin	\$ 420.00	\$ 453.60	\$ 430.00	\$ (23.60)	\$ 453.50
2 CUYD Bin	\$ 275.00	\$ 297.00	\$ 290.00	\$ (7.00)	\$ 297.00
20 CUYD Bin	\$ 482.00	\$ 520.56	\$ 500.00	\$ (20.56)	\$ 520.50
40 CUYD Bin	\$ 575.00	\$ 621.00	\$ 600.00	\$ (21.00)	\$ 621.00
Blue Bags	\$ 7.00	\$ 7.56	\$ 7.50	\$ (0.06)	\$ 7.50
Bulky Items	\$ 21.00	\$ 22.68	\$ 25.00	\$ 2.32	\$ 22.75
Recycle Only	\$ 5.75	\$ 6.21	\$ 15.00	\$ 8.79	\$ 9.25
Recycle Bin Weekly	\$ 26.25	\$ 28.35	\$ 70.00	\$ 41.66	\$ 47.80
Recycling Fee	\$ 4.50	\$ 4.86	\$ 11.00	\$ 6.14	\$ 8.00

Tipping Fee Formula: 100 tons x 69.56 = 7,651.60 / 212 customers = 36.09 / 12 months = \$



*Table of Contents*  
*Amended and Restated Contract for Collection and Transportation*  
*of Solid Waste for Landfill Disposal, Recyclable Materials for Recycling,*  
*and Other Special Wastes for Handling as Appropriate in the City of Blue Lake*

WITNESSETH ..... 1

TERMS ..... 2

1. DEFINITIONS ..... 2

2. CITY AUTHORITY ..... 4

3. GRANT OF CONTRACT ..... 4

4. SCOPE OF WORK ..... 5

    A. Solid Waste ..... 5

    B. Recyclable Materials ..... 5

5. TERM OF CONTRACT ..... 5

6. COLLECTION FROM CITY FACILITIES ..... 6

    A. Solid Waste ..... 6

    B. Recyclable Materials ..... 6

7. PERFORMANCE BOND ..... 6

8. FRANCHISE FEE ..... 6

9. DISPOSAL MANDATES ..... 8

    A. Flow Control ..... 8

    B. Solid Waste Disposal at Designated Facility ..... 8

    C. Recyclable Materials Delivery to Designated Facility ..... 8

    D. No Intermingling ..... 8

    E. Compliance With All Laws ..... 8

10. COLLECTION EQUIPMENT ..... 9

11. PERFORMANCE REQUIREMENTS ..... 9

12. LIQUIDATED DAMAGES ..... 10

13. INDEMNIFICATION OF CITY ..... 10

14. HAZARDOUS SUBSTANCE INDEMNIFICATION ..... 11

15. INSURANCE ..... 11

*Table of Contents*  
*Amended and Restated Contract for Collection and Transportation*  
*of Solid Waste for Landfill Disposal, Recyclable Materials for Recycling,*  
*and Other Special Wastes for Handling as Appropriate in the City of Blue Lake*

16.	<u>SERVICE OPERATIONS AND PERFORMANCE</u> .....	13
	A. Can Collection Service .....	13
	B. Large Bin Collection Service .....	13
	C. Drop Box Waste Collection Service .....	13
	D. Recycling Collection Service .....	14
	E. Reports .....	14
	1. Quarterly Reports .....	14
	2. Annual Reports .....	14
17.	<u>AVAILABILITY OF SERVICE AND SPECIAL SERVICE</u> .....	15
18.	<u>TIME LIMITS OF COLLECTION</u> .....	15
19.	<u>RECORDS AND CONFIDENTIALITY</u> .....	15
20.	<u>BREACH BY CONTRACTOR</u> .....	15
21.	<u>REMEDIES FOR FAULTY PERFORMANCE</u> .....	16
22.	<u>FORCE MAJEURE</u> .....	17
23.	<u>COMPENSATION TO CONTRACTOR</u> .....	17
	A. Base Rate and Tipping Fee .....	17
	B. Fees for Special Services .....	17
	C. Special Wastes .....	18
	D. Recyclable Materials Pass-Through Fees .....	18
	E. Mandatory Collection Reopener .....	18
	F. Consumer Price Index Adjustment .....	18
	G. Senior Discount .....	18
24.	<u>LOADING</u> .....	18
25.	<u>EMERGENCY COLLECTIONS</u> .....	18
26.	<u>NOTICES</u> .....	19
27.	<u>COMPLIANCE WITH REGULATIONS</u> .....	19
28.	<u>MISCELLANEOUS PROVISIONS</u> .....	19

Exhibit A  
Garbage Service Rates  
As of Nov 11, 2009

	Volume	Rate Components	Monthly Rate	Frequency	Additional Can
Residential Container	20 Gallon Container	Base Rate	\$ 8.96	Weekly	\$ 7.60
		Tipping Fee	\$ 7.48		
		<b>Total</b>	<b>\$ 16.45</b>		
	30 Gallon Container	Base Rate	\$ 11.05	Weekly	\$ 9.75
		Tipping Fee	\$ 9.17		
		<b>Total</b>	<b>\$ 20.25</b>		
	45 Gallon Container	Base Rate	\$ 14.00	Weekly	
		Tipping Fee	\$ 11.70		
		<b>Total</b>	<b>\$ 25.70</b>		
	96 Gallon Container	Base Rate	\$ 24.88	Weekly	
		Tipping Fee	\$ 20.70		
		<b>Total</b>	<b>\$ 45.50</b>		
	Pre-Paid Bags	Base Rate	\$ 3.43	Weekly	
		Tipping Fee	\$ 2.90		
		<b>Total</b>	<b>\$ 6.30</b>		
	Special Pickup Service	Base Rate	\$ 10.14	Weekly	
		Tipping Fee	\$ 8.45		
		<b>Total</b>	<b>\$ 18.60</b>		
Medium Container	1 Cubic Yard Bin	Base Rate	\$ 76.98	Weekly	
		Tipping Fee	\$ 64.02		
		<b>Total</b>	<b>\$ 141.00</b>		
	1.5 Cubic Yard Bin	Base Rate	\$ 78.47	Weekly	
		Tipping Fee	\$ 65.25		
		<b>Total</b>	<b>\$ 143.75</b>		
	2 Cubic Yard Bin	Base Rate	\$ 123.17	Weekly	
		Tipping Fee	\$ 102.40		
		<b>Total</b>	<b>\$ 225.60</b>		
Recycling	w/ Container Service	Base Rate	\$ 1.75	Bi-Weekly	
		Tipping Fee	\$ -		
		<b>Total</b>	<b>\$ 1.75</b>		
	Recycling Service Only	Base Rate	\$ 3.00	Bi-Weekly	
Tipping Fee		\$ -			
<b>Total</b>		<b>\$ 3.00</b>			
Large Container	10 Cubic Yard Bin	Base Rate	\$ 183.51	Up to 2000 LBS	
		Tipping Fee	\$ 128.95		
		<b>Total</b>	<b>\$ 312.50</b>		
	14 Cubic Yard Bin	Base Rate	\$ 190.72	Up to 3000 LBS	
		Tipping Fee	\$ 193.44		
		<b>Total</b>	<b>\$ 384.15</b>		
	20 Cubic Yard Bin	Base Rate	\$ 184.00	Up to 4000 LBS	
		Tipping Fee	\$ 257.92		
		<b>Total</b>	<b>\$ 441.95</b>		
	40 Cubic Yard Bin	Base Rate	\$ 246.53	Up to 4000 LBS	
		Tipping Fee	\$ 279.66		
		<b>Total</b>	<b>\$ 526.20</b>		

For Large Container pickups, additional weight will be charged at \$133.65 per ton, the additional amount of excess over the Tipping Fee shall be attributed to the Base Rate.

**AMENDED AND RESTATED CONTRACT FOR COLLECTION AND  
TRANSPORTATION OF SOLID WASTE FOR LANDFILL DISPOSAL,  
RECYCLABLE MATERIALS FOR RECYCLING, AND OTHER SPECIAL WASTES  
FOR HANDLING AS APPROPRIATE IN THE CITY OF BLUE LAKE**

This is an amended and restated contract to that certain agreement entered into by and between the City of Blue Lake (hereinafter referred to as "City"), and Blue Lake Garbage Company, Incorporated, a California Corporation (hereinafter referred to as "Contractor"), effective January 1, 2006, entitled *Contract For The Collection, Transportation and Disposal of Solid Waste For Landfill Disposal And Certain Special Wastes in the City of Blue Lake* ("Prior Collection Contract"), and has as its effective date November 11, 2009 ("Effective Date").

**WITNESSETH:**

**WHEREAS**, under the provisions of California Public Resources Code Section 49300 City may contract for the collection and disposal of Solid Waste and special wastes under such terms as are prescribed by ordinance or resolution; and,

**WHEREAS**, Contractor represents that it has the experience and expertise necessary to institute a program for the collection and proper handling of Solid Waste and Recyclable Materials; and,

**WHEREAS**, City retains the absolute right to direct all Solid Waste regulated under this Contract to the transfer station or disposal site under its obligation to the Humboldt Waste Management Authority; and,

**WHEREAS**, the parties previously entered into an exclusive franchise agreement for the collection and disposal of solid waste and a non-exclusive agreement concerning special wastes effective January 1, 2006, through January 1, 2010, with a 5 year option; and

**WHEREAS**, City has determined it has sufficient information to authorize entering into a contract for collection and transportation of Solid Waste for landfill disposal, Recyclable Materials for recycling, and other special wastes for handling as appropriate in the City of Blue Lake in accordance with Ordinance No. 421 of the City of Blue Lake; and

**WHEREAS**, the parties desire to amend and restate the Prior Collection Contract to incorporate exclusive collection services for recyclable materials.

**NOW, THEREFORE**, in consideration of the promises, covenants and conditions recited herein and made a material part hereof, the parties mutually agree to amend and restate the Prior Collection Contract by its replacement with the following:

**AMENDED AND RESTATED CONTRACT FOR COLLECTION AND  
TRANSPORTATION OF SOLID WASTE FOR LANDFILL DISPOSAL,  
RECYCLABLE MATERIALS FOR RECYCLING, AND OTHER SPECIAL WASTES  
FOR HANDLING AS APPROPRIATE IN THE CITY OF BLUE LAKE**

**TERMS**

**1. DEFINITIONS**

Terms used herein shall have the same definitions as set forth in Ordinance No. 421. In addition, the following definitions are for the purpose of clarifying statements made in this Contract. They do not extend beyond the scope of this Contract.

**Authorized Recycling Collection Contractor:** Any person or entity that the City has authorized to collect recyclable material in the City pursuant to franchise, contract or permit granted in accordance with the provisions of this Ordinance.

**Authorized Solid Waste Collection Contractor:** Any person or entity that the City has authorized to collect solid waste for landfill disposal in the City pursuant to franchise, contract or permit granted in accordance with the provisions of this Ordinance.

**Curbside:** Within 5 feet of the edge of the front yard or back alleyway.

**Curbside Recycling:** The system in which Recyclable Materials are properly placed by Customers for collection and transportation by Contractor.

**Customer:** A person, residence or business that has requested, paid for, and is receiving Regular Service.

**Designated Disposal Facility:** The facility or facilities appropriately permitted by the State of California and designated by the City as the facility to which Contractor is obligated by the Contract to transport Solid Waste for Landfill Disposal.

**Designated Recycling Facility:** The facility or facilities appropriately permitted by the State of California and designated by the City as the facility to which Contractor is obligated by the Contract to transport Recyclable Materials; such Facility need not be permitted by City.

**Generate:** To create or render. An entity is not considered to be the generator of a Solid Waste if the material has merely been transported or moved to the site.

**Hazardous Waste:** A waste defined as a "hazardous waste" in accordance with Section 25117 of the Health and Safety Code, or a combination of wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may do either of the following:

- A. Cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness.
- B. Pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, disposed of, or otherwise managed.

**AMENDED AND RESTATED CONTRACT FOR COLLECTION AND  
TRANSPORTATION OF SOLID WASTE FOR LANDFILL DISPOSAL,  
RECYCLABLE MATERIALS FOR RECYCLING, AND OTHER SPECIAL WASTES  
FOR HANDLING AS APPROPRIATE IN THE CITY OF BLUE LAKE**

Unless expressly provided otherwise, "hazardous waste" includes extremely hazardous waste and acutely hazardous waste.

**Household Hazardous Waste:** Hazardous Waste commonly occurring in households, including but not limited to motor oils, latex paints, solvents or oil-based paints, batteries, pesticides and cleansers.

**Landfill Disposal:** The permanent placing of Solid Waste, garbage, and/or refuse in a facility properly permitted to receive it.

**Missed Service:** Service is considered missed by Contractor if the container and/or material was at its designated pick up location when Contractor serviced that portion of the route. It is not considered Missed Service if the Customer failed to put the material out or put the material out later than the starting time on collection day.

**Pass Through Fees:** Fees that are assessed to Contractor for the acceptance of Solid Waste and/or Recyclable Materials which may be passed through to Customers.

**Recyclable Materials:** Solid Waste materials which are of some potential economic value and are capable of being recycled by being set aside, handled, packaged, or offered for collection in a manner different from Solid Waste. The term "Solid Waste" includes Recyclable Materials unless otherwise specified.

**Regular Service:** The Solid Waste collection service provided by Contractor to Customers with regular collection times.

**Solid Waste:**

1. Except as provided in subdivisions 2, 3, and 4, Solid Waste includes, but is not limited to, all putrescible and nonputrescible solid, semi-solid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, de-watered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid or semi-solid wastes, yard waste and other discarded solid and semi-solid wastes, Recyclable and Compostable materials.
2. Solid Waste does not include low-level radioactive waste regulated under Chapter 7.6 of Division 20 of the Health and Safety Code.
3. Solid Waste does not include medical waste, which is regulated pursuant to the Medical Waste Management Act, Division 20 of the Health and Safety Code, provided that the medical waste, whether treated or untreated, is not disposed of at a solid waste facility. Medical

**AMENDED AND RESTATED CONTRACT FOR COLLECTION AND  
TRANSPORTATION OF SOLID WASTE FOR LANDFILL DISPOSAL,  
RECYCLABLE MATERIALS FOR RECYCLING, AND OTHER SPECIAL WASTES  
FOR HANDLING AS APPROPRIATE IN THE CITY OF BLUE LAKE**

waste which has been treated and which is deemed to be Solid Waste shall be regulated pursuant to this Ordinance.

4. Solid Waste does not include Hazardous Waste or Household Hazardous Waste.

**Solid Waste For Landfill Disposal:** Solid Waste material intended by the Generator for landfill disposal.

**2. CITY AUTHORITY**

Whenever the context of this Contract requires City to perform an act, and said act is to be performed by an individual, "City" shall be interpreted as meaning the City Manager or his or her authorized appointee.

**3. GRANT OF CONTRACT**

There is hereby awarded to Contractor upon the terms and conditions hereinafter specified:

A. An exclusive contract for the collection at curbside, transportation, and delivery to a designated landfill disposal facility or transfer station of Solid Waste for landfill disposal in accordance with the provisions of Blue Lake Ordinance No. 421;

B. An exclusive contract for the collection at Curbside, transportation, and delivery to a designated disposal facility or transfer station of such industrial ash and other special wastes as may be designated in writing from time to time by City;

C. An exclusive contract for the collection, transportation, and delivery of Recyclable Materials to a Recycling Facility in accordance with the provisions of Blue Lake Ordinance No. 421; and

D. A contract to perform special services as may from time to time be agreed upon by City and Contractor in furtherance of this Contract.

E. The parties intend by this Amendment and Restatement to replace all terms of the Prior Collection Contract as of the Effective Date, with the exception of Sections 13, 14, and 15, *Indemnification of City*, *Hazardous Substance Indemnification*, and *Insurance*, respectively, which Sections shall survive replacement for the applicable statute of limitation for any claim arising under the Prior Collection Contract.

**AMENDED AND RESTATED CONTRACT FOR COLLECTION AND  
TRANSPORTATION OF SOLID WASTE FOR LANDFILL DISPOSAL,  
RECYCLABLE MATERIALS FOR RECYCLING, AND OTHER SPECIAL WASTES  
FOR HANDLING AS APPROPRIATE IN THE CITY OF BLUE LAKE**

**4. SCOPE OF WORK**

**A. Solid Waste**

1. Contractor will provide all personnel, equipment, material, and facilities reasonably necessary to provide for the collection of Solid Waste within the City of Blue Lake that is intended for landfill disposal as the authorized Solid Waste collection contractor except as set forth in this section of this Contract;

2. Contractor shall have no duty to provide bins or containers smaller than 1.5 cubic yards for the collection of Solid Waste, nor to collect, transport, or dispose of abandoned vehicles or parts thereof or discarded home or industrial appliances excepted as separately contracted services.

**B. Recyclable Materials**

Contractor, as the Authorized Recycling Collection Contractor, shall provide all personnel, equipment, material, and facilities reasonably necessary to provide for the Curbside collection and transportation of Recyclable Materials as noted below. The Customer shall be responsible for separating Recyclable Materials from Solid Waste and placing it in the appropriate containers as set forth below prior to Curbside collection. Recyclable Materials identified below are subject to change by the City Manager.

1. 32-gallon recycling carts for these materials:
  - Bi-metal cans;
  - Bottles;
  - Jars/glass containers; and
  - Plastic containers (type 1-7)
2. Containers with attached lids (3' x 2' x 2') for these materials:
  - Junk mail/envelopes and cardboard;
  - Newspaper;
  - Office paper; and
  - Shredded paper in paper bags

**5. TERM OF CONTRACT**

This contract shall be for a period of ten (10) years, commencing on the Effective Date, and terminating at midnight 10 years thereafter. If agreeable to both parties, this Contract may be continued for a period of five (5) years upon the same terms and conditions set forth herein. If either party wishes to continue the Contract for an additional period of five (5) years, notice shall be given to the other party on or before July 1, 2019, and if the other party likewise wishes to continue the Contract for an additional period of five (5) years, it shall so notify the first on or before August 1, 2019.



**AMENDED AND RESTATED CONTRACT FOR COLLECTION AND  
TRANSPORTATION OF SOLID WASTE FOR LANDFILL DISPOSAL,  
RECYCLABLE MATERIALS FOR RECYCLING, AND OTHER SPECIAL WASTES  
FOR HANDLING AS APPROPRIATE IN THE CITY OF BLUE LAKE**

**6. COLLECTION FROM CITY FACILITIES**

**A. Solid Waste**

Contractor shall provide and collect, at no charge to City, and not less frequently than once per week, two (2) two-yard bins at the Blue Lake City Park and one (1) two-yard bin at the Blue Lake Corporation Yard and shall collect and remove and dispose of all garbage placed in said hoppers. Any additional garbage collection service requested or required by City shall be billed by Contractor to City at Contractor's customer collection rates.

Contractor shall also annually deliver to the Blue Lake Corporation Yard, at a mutually-agreed upon date, a dumpster suitable for collection of corporation yard waste, and shall on a one-time basis collect and remove and dispose of all materials placed therein.

**B. Recyclable Materials**

Contractor shall provide and collect, at no charge to City, and not less frequently than twice per month, recycling containers at Blue Lake Corporation Yard intended for the collection and transportation of city-generated Recyclable Materials.

**7. PERFORMANCE BOND**

Contractor shall post a five thousand dollar (\$5,000) bond or financial instrument acceptable to City Manager of City as guarantee for the performance of all the terms and conditions of this Contract. The bond must be renewed and in full force for every day of this Contract and for the full sum herein specified. Upon Contractor's failure to pay the City an amount owing under this Contract, the Performance Bond may be assessed by the City. In the event the City is successful in drawing on the Performance Bond, all of City's costs of collection and enforcement of the provisions relating to the Performance Bond called for by this section, including reasonable attorney's fees and costs, shall be paid by Contractor. When a withdrawal is made from the bond, Contractor shall restore the bond to the full amount within thirty (30) calendar days after receiving written notice from City of a withdrawal. If the performance bond takes the form of an interest-bearing account, the interest shall accrue to the Contractor.

**8. FRANCHISE FEE**

A. Contractor shall during the life of the Contract pay to City the following amount as and for a Franchise Fee:

1. Five percent (5%) of the total gross receipts for all Residential Container Service and all Medium Containers as defined in Exhibit A and computed on a quarterly basis arising from Contractor's operations under this Contract; and

**AMENDED AND RESTATED CONTRACT FOR COLLECTION AND  
TRANSPORTATION OF SOLID WASTE FOR LANDFILL DISPOSAL,  
RECYCLABLE MATERIALS FOR RECYCLING, AND OTHER SPECIAL WASTES  
FOR HANDLING AS APPROPRIATE IN THE CITY OF BLUE LAKE**

2. Five percent (5%) of only the "Base Rate"<sup>1</sup> receipts portion for all Large Containers as defined in Exhibit A and computed on a quarterly basis, arising from Contractor's operations under this Contract.

3. Five percent (5%) of the total gross receipts received from all Recycling Customers.

4. City, in its sole discretion, may increase or decrease the Franchise Fee percentage by giving sixty (60) day's written notice to Contractor; provided, however, that in the event of an increase, the Contractor may, and in the event of a decrease, the Contractor shall, adjust Contractor's Garbage Service Rates accordingly so that the Franchise Fee change becomes a pass-through for the Contractor.

B. In the event said payment is not made, this Contract shall at the election of City terminate.

Contractor shall file with the City Manager within three months after the expiration of the fiscal year or fractional fiscal year following the effective date of the execution of this Contract and, within three months after the expiration of each and every fiscal year thereafter, a verified statement showing in detail the total gross receipts of Contractor on a quarterly basis during the preceding fiscal year or such fractional fiscal year arising from its operations under this Contract within the City of Blue Lake.

Contractor shall pay to City in lawful money of the United States within thirty (30) days following the end of each calendar quarter the aforesaid Franchise Fee for that quarter.

Contractor's books of account and other records pertaining to its operations under this Contract shall be available to the City or its agent for inspection, audit, or other lawful purpose.

Any neglect, omission, or refusal of said Contractor to file said verified statement or to pay said Franchise Fee at the time or in the manner herein above provided, which neglect, omission, or refusal shall continue for more than fifteen days following notice thereof to the Contractor from City shall be grounds for the termination of this Contract and of all rights of the Contractor hereunder. Such notice shall be deemed to have been given ten (10) business days following deposit in the United States mail, postage prepaid, to Contractor's address specified in Paragraph 26 of this Contract.

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<sup>1</sup> The "Tipping Fee" portion is excluded from the franchise fee calculation for Large Containers. The "Base Rate" and "Tipping Fee" are defined in Paragraph 23 of this Contract.

**AMENDED AND RESTATED CONTRACT FOR COLLECTION AND  
TRANSPORTATION OF SOLID WASTE FOR LANDFILL DISPOSAL,  
RECYCLABLE MATERIALS FOR RECYCLING, AND OTHER SPECIAL WASTES  
FOR HANDLING AS APPROPRIATE IN THE CITY OF BLUE LAKE**

**9. DISPOSAL MANDATES**

**A. Flow Control**

The City is a member of the Humboldt Waste Management Authority, a Joint Powers Authority. As a consequence of its membership in this Authority, the City is obligated to ensure flow control of Solid Waste generated or accumulated within the jurisdiction of the City, regardless of whether such Solid Waste are subject to collection under this Contract. In addition, State law independently confers on the City authority to provide for Solid Waste handling services including the imposition of flow control measures. Contractor expressly agrees that it will not transport any Solid Waste or Recyclable Material collected from within the boundaries of the City, whether subject to this Contract or not, to any facility other than the designated Landfill Disposal Facility or Recycling Facility, respectively, or other appropriately designated facility without the express written permission of City. Any such permission may include conditions as specified by City in order to implement its obligations as a member of the Humboldt Waste Management Authority.

**B. Solid Waste Disposal at Designated Facility**

All Solid Waste for Landfill Disposal collected by Contractor shall be delivered to the Designated Disposal Facility, as may be changed from time to time. As of the Effective Date, the designated location is the Humboldt Waste Management Authority (HWMA) Transfer Facility located at 1059 West Hawthorne Street, Eureka, California.

**C. Recyclable Materials Delivery to Designated Facility**

All Recyclable Materials collected by Contractor shall be delivered to the Designated Recycling Facility, as may be changed from time to time. As of the Effective Date, the designated location is the Arcata Recycling Center Samoa Processing Facility, TCF Lane, Samoa, California.

**D. No Intermingling**

No Solid Waste collected outside the City of Blue Lake shall be intermingled on the collection truck with any Solid Waste collected within the City of Blue Lake before it is delivered to the Designated Disposal Facility, except as approved by the City Manager.

**E. Compliance With All Laws**

All solid and special waste shall be disposed of in such manner as may be prescribed by State law. In addition, the City and Contractor note that Federal and State legislation in the future may dictate the delivery of collected wastes to special facilities at specific discharge fees or payments, with which Contractor shall comply.

**AMENDED AND RESTATED CONTRACT FOR COLLECTION AND  
TRANSPORTATION OF SOLID WASTE FOR LANDFILL DISPOSAL,  
RECYCLABLE MATERIALS FOR RECYCLING, AND OTHER SPECIAL WASTES  
FOR HANDLING AS APPROPRIATE IN THE CITY OF BLUE LAKE**

**10. COLLECTION EQUIPMENT**

Contractor shall provide the equipment and workforce reasonably necessary to properly and safely accomplish the waste collection and processing. Equipment shall be in a clean, sanitary condition. Collection vehicles shall have the Contractor's name painted on the side so as to be clearly visible. The following provisions shall apply to the equipment used in the performance of the franchise:

- a. Enclosed steel packer-type bodies shall be used on trucks;
- b. The container bed shall be water-tight on the lower portion thereof to insure against liquid drippings and spillage; and
- c. For servicing large, bulky dry loads, an open steel truck bed may be used, provided adequate canvas or other covers are applied to restrict any loss of debris.

**11. PERFORMANCE REQUIREMENTS**

Contractor shall:

- A. Exercise competent supervision over the operation, and perform service in a courteous, professional, and high-quality manner;
- B. Be exceptionally careful to minimize litter in collecting and transporting waste materials;
- C. Maintain a 24-hour a day telephone number and answering device for contact outside normal business hours;
- D. Adhere to a collection frequency schedule and shall have specific routes and collection days for adhering to that schedule;
- E. Furnish City with Residential Collection Day Schedule, and shall not make changes to same without informing City;
- F. Attempt to promptly correct any complaints relative to service or missed service. In the event that complaints are registered with the City rather than the Contractor, the City shall promptly inform the Contractor of the complaint. Contractor shall promptly and properly respond the complaints and notify City when response is completed; and
- G. Be properly licensed in all regards for the purposes of this Contract.

**AMENDED AND RESTATED CONTRACT FOR COLLECTION AND  
TRANSPORTATION OF SOLID WASTE FOR LANDFILL DISPOSAL,  
RECYCLABLE MATERIALS FOR RECYCLING, AND OTHER SPECIAL WASTES  
FOR HANDLING AS APPROPRIATE IN THE CITY OF BLUE LAKE**

**12. LIQUIDATED DAMAGES**

The City and Contractor recognize that it is impractical, if not impossible, to reasonably ascertain the extent of damages which will be incurred by the City as a result of a material breach by Contractor of its obligations under this Contract. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that:

1. Substantial damage results to members of the public who are denied quality, reliable services;
2. Such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of this Contract to individual members of the general public in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms;
3. The monetary loss resulting from the denial of quality, reliable services is impossible to calculate in precise monetary terms; and
4. The termination of this Contract for such breaches, and other remedies, are a means of future correction and not remedies which make the public whole for past breaches.

Accordingly, the City may, in its discretion, assess liquidation damages not exceed the sum of one hundred dollars (\$100.00) per day, for each calendar day that Contractor is in material breach of this Contract. The City finds, and Contractor acknowledges and agrees, that the above-described liquidated damages provisions represent a reasonable sum in light of all of the circumstances. Contractor shall pay any liquidated damages assessed by the City within ten (10) days after they are assessed. If they are not paid within the ten (10) working days period, the City may withdraw them from the Performance Bond required by Paragraph 6, and in addition to any other remedies, order the termination of the franchise granted by this Contract.

**13. INDEMNIFICATION OF CITY**

Contractor shall appear and defend all actions against the City, its officers, officials, employees, and volunteers arising out of the exercise of this Contract, or the failure of performance of any of the terms or obligations imposed hereunder, and shall indemnify and save City, its officers, officials, employees, and volunteers, free and harmless of and from all claims, actions, or causes, including attorney's fees, of action arising from negligence connected with the exercise of this Contract or the failure of performance of any of the terms or obligations imposed hereafter. This provision shall survive the expiration period during which collection services are to be provided under this Contract.

**AMENDED AND RESTATED CONTRACT FOR COLLECTION AND  
TRANSPORTATION OF SOLID WASTE FOR LANDFILL DISPOSAL,  
RECYCLABLE MATERIALS FOR RECYCLING, AND OTHER SPECIAL WASTES  
FOR HANDLING AS APPROPRIATE IN THE CITY OF BLUE LAKE**

**14. HAZARDOUS SUBSTANCE INDEMNIFICATION**

The Contractor shall indemnify, defend with counsel selected by City, protect and hold harmless the City, its officers, officials, employees, and volunteers and any successor or successors to City's interest, from and against all claims, actual damages (including but not limited to special and consequential damages), natural resources damage, punitive damages, injuries, costs, response, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including, but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by or asserted against, the City, its officers, officials, employees, and volunteers arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to government action) concerning any hazardous substance or hazardous waste at any place where Contractor stores or disposes of municipal Solid Waste pursuant to this Contract.

The foregoing indemnity is intended to operate as a Contract pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA), 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect, hold harmless and indemnify City from liability under CERCLA, other statutes or common law for any and all matters addressed in the section. This provision shall survive the expiration period during which collection services are to be provided under this Contract.

**15. INSURANCE**

A. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors.

B. Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (ED. 1/73) covering Comprehensive General Liability; and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability;

2. Insurance Services Office Form number CA 0001 (ED. 1/78) covering Automobile Liability, code 1 "any auto"; and

3. Worker's Compensation as required by the Labor Code of the State of California and Employers' Liability Insurance.

**AMENDED AND RESTATED CONTRACT FOR COLLECTION AND  
TRANSPORTATION OF SOLID WASTE FOR LANDFILL DISPOSAL,  
RECYCLABLE MATERIALS FOR RECYCLING, AND OTHER SPECIAL WASTES  
FOR HANDLING AS APPROPRIATE IN THE CITY OF BLUE LAKE**

- C. Contractor shall maintain limits no less than:
  - 1. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
  - 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - 3. Worker's Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000.
  
- D. Contractor shall procure a bond or other security acceptable to City guaranteeing payment of deductible, investigation, claim administration and defense expenses in the amount of the applicable deductible.
  
- E. The policies are to contain, or be endorsed to contain, the following provisions:
  - 1. General Liability and Automobile Liability Coverages:
    - a. City, its officials, employees and volunteers are to be covered as insured with respect to the following: (1) liability arising out of activities performed by or on behalf of Contractor; (2) products and completed operations of Contractor; (3) premises owned, leased or used by Contractor; and (4) automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officials, employees or volunteers.
    - b. Contractor's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of contractor's insurance and shall not contribute with it.
    - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.
    - d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - 2. Worker's Compensation and Employer's Liability Coverages: The insurer shall agree to waive all rights of subrogation against City, its officials, employees and volunteers for losses arising from work performed by Contractor for City.

**AMENDED AND RESTATED CONTRACT FOR COLLECTION AND  
TRANSPORTATION OF SOLID WASTE FOR LANDFILL DISPOSAL,  
RECYCLABLE MATERIALS FOR RECYCLING, AND OTHER SPECIAL WASTES  
FOR HANDLING AS APPROPRIATE IN THE CITY OF BLUE LAKE**

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to City.

F. Insurance is to be placed with insurers with a current A.M. Best's rating no less than "B" and acceptable to City Manager of City and provides the City with adequate assurances of reserves held for claims.

G. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Notwithstanding the foregoing, if it is determined as a result of arbitration or judgment that the Contractor and City are both legally liable for damages arising out of bodily injury to persons or for damages to property or if it is determined in such proceeding that the City or its employees are solely responsible for said damages, Contractor shall have no duty to defend, protect, indemnify or hold City, its officers or employees and agents free and harmless from loss or damage except to the extent its liability for damages is apportioned under the doctrine of comparative negligence as the same existed in the State of California on the effective date of this Contract.

**16. SERVICE OPERATIONS AND PERFORMANCE**

Contractor shall provide, as called upon by City and by individual Customers, collection and hauling service of such wastes as are generated in or occur within the City of Blue Lake. The basic service components to be performed by Contractor are as follows:

**A. Can Collection Service**

This consists of containerized, Curbside, Garbage collection at least on a once per week basis, provided that all refuse collected must fit into container or be contained in specific bags sold by Contractor.

**B. Large Bin Collection Service**

Contractor shall offer large bin Garbage collection service, at least once a week, as described by Exhibit A.

**C. Drop Box Waste Collection Service**

Contractor shall offer drop box waste collection service, on a schedule or on call, with Contractor furnishing or offering to furnish said drop boxes, or offering to haul boxes owned by a Customer. Bins or boxes supplied by a Customer must be compatible with Contractor's equipment.



**AMENDED AND RESTATED CONTRACT FOR COLLECTION AND  
TRANSPORTATION OF SOLID WASTE FOR LANDFILL DISPOSAL,  
RECYCLABLE MATERIALS FOR RECYCLING, AND OTHER SPECIAL WASTES  
FOR HANDLING AS APPROPRIATE IN THE CITY OF BLUE LAKE**

**D. Recycling Collection Service**

This consists of containerized, curbside, Recyclable Material collection during the first and third weeks of each month and where the Producer has separated the Recyclable Materials into specified containers prior to Curbside collection

**E. Reports**

Contractor shall submit to City the following reports in a format approved by City, with data specific to Blue Lake, during the term of the Contract:

*1. Quarterly Reports*

Within fifteen (15) days after the last day of each calendar quarter, Contractor shall submit a quarterly Report to include all of the following:

- a. Quarterly summary of the tonnage of Solid Waste for Landfill Disposal and Recyclable Materials collected specifically within the City limits; and
- b. Quarterly estimate of the percentage rate of participation by Customers and number of Customers on a form provided by City.

*2. Annual Reports*

On or before March 1 of each year, Contractor shall submit a year-end report for the previous year, to include suggestions for improving public awareness, percentage of participation, and amount of material diverted from the waste stream significant highlights, noteworthy experiences, and problems from the previous year, list of customers and their addresses. This list shall be confidential to third parties.

All reports are to be submitted to:  
**City Manager, City of Blue Lake**  
**Post Office 458, Blue Lake, CA 95525**

E. If Contractor observes any substances that it or its employees reasonably believe or suspect to contain hazardous wastes unlawfully disposed of or released on City property, including streets, storm drains, or public rights of way, Contractor also shall immediately notify the City.

F. Any refuse spilled during the pick up process shall be the responsibility of the Contractor and shall be cleaned up promptly. Contractor's equipment shall be watertight on lower portion so as to assure against liquid spillage. Refuse scattered from containers by animals is not the responsibility of the Contractor.

G. Contractor shall immediately after loading garbage replace lids or covers on containers when covers are present and usable and shall return containers to their original location.

**AMENDED AND RESTATED CONTRACT FOR COLLECTION AND  
TRANSPORTATION OF SOLID WASTE FOR LANDFILL DISPOSAL,  
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H. Contractor shall not be required to travel upon private residential driveways or other passageways not suitable for heavy equipment. It shall be expected of the residential Customers to place their containers at curbside.

I. The basic service components can be altered by City with corresponding adjustments in compensation to be negotiated by both parties. This alteration could include at some future time, yard clippings collection or additional recycling services.

**17. AVAILABILITY OF SERVICE AND SPECIAL SERVICE**

Contractor shall provide service on a subscription basis to any residence or business that requests service and pays for service in a timely manner. No such business or residence that generates and discards waste legally shall be denied the opportunity for service. Contractor may offer special services, in accordance with Contractor's license, to residents or businesses and receive fees as agreed upon for those services.

**18. TIME LIMITS OF COLLECTION**

Contractor's hours of operation shall be approved by City. The City further reserves the right to regulate hours during the term of this Contract should the City deem that traffic, noise, or hours of operation are a nuisance.

**19. RECORDS AND CONFIDENTIALITY**

Contractor's operation and financial records shall be open and accessible for inspection by City at all times, but shall remain confidential with respect to third parties. However, City Council of City may discuss a summary of Contractor's financial data as part of any public meeting for the purposes of reviewing rates. Contractor shall maintain all documents, ledgers, invoices, canceled checks, and records that demonstrate performance under this Contract for a minimum period of five (5) years or any longer period required by law. All audit costs and financial reporting are to be considered normal operating costs of Contractor.

**20. BREACH BY CONTRACTOR**

In the event Contractor should default in the performance of any material provisions of the Contract or fail to comply with the provisions of Ordinance No. 421 as the same now exists or may hereafter be amended, and the default is not cured within 30 days after receipt of written notice of default from City, then City may, at its option, hold a hearing at a City Council meeting to determine whether this Contract should be terminated.

If the City determines that public health or safety is at risk, remedies may be required within 7 days of written notice to Contractor without prior hearing with City Council. In the event City exercises its option to terminate this Contract, City may, at its option, either directly

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undertake performance of the services or arrange with other persons to perform the service with or without a written Contract.

In either event, Contractor shall be liable to City for any expense City incurs in performing the services. In the event City exercises its option under this section to terminate this Contract, the City has no further liability to Contractor. In the event that Contractor fails to provide or maintain in full force and effect the required insurances, becomes insolvent, is adjudged bankrupt, files any bankruptcy petition, or makes an assignment for the benefit of creditors, this contract may be immediately terminated by City.

Upon breach and termination of this Contract, any performance that Contractor has failed to render may be performed by the City, either directly or by contracting therefor at the expense of the Contractor and its surety, if any. Any net costs incurred by City in carrying out this Contract after it has been terminated may be charged against the Contractor and any surety for its performance. A waiver by either party of performance of any provision of this contract shall not amount to a future waiver of the strict performance of such provisions or any other provision of this Contract.

**21. REMEDIES FOR FAULTY PERFORMANCE**

A. Following receipt by Contractor of written notice of breach as described in section 20 of this Contract, Contractor shall correct the default within the time frame specified; or in the case of a default that is not capable of being corrected within thirty (30) days, Contractor shall commence correcting the default within thirty (30) days of City's notification thereof, and thereafter correct the default with reasonable diligence.

B. If the City determines that the Contractor has failed to correct a default within a reasonable period of time, City, upon ten (10) days prior written notice, shall have any of the following rights and remedies:

1. The right to give notice of termination of the Contract in accordance with the terms and procedures set forth herein.
2. The right to license others to perform the services otherwise to be performed by Contractor hereunder, or to perform such services itself.
3. The right to obtain damages and/or injunctive relief as both parties recognize that in the event of default under the terms of this Contract by Contractor, City may suffer irreparable injury and incalculable damages sufficient to support injunctive relief to enforce the provisions of this Contract and enjoin the breach thereof.
4. City's costs in performing these remedies may be drawn from Contractor's Performance Bond.

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**22. FORCE MAJEURE**

Neither the Contractor nor the City shall be liable for the failure to perform their duties nor any resultant damage, loss, etc., if such failure is caused by a catastrophe, riot, war, earthquake, governmental order, accident, act of God, or other similar or different contingency beyond the reasonable control of the Contractor or City. When hazardous road conditions are present due to snow, ice, slides or other reasons, the Contractor may, with approval from the City, suspend collection in affected areas.

**23. COMPENSATION TO CONTRACTOR**

**A. Base Rate and Tipping Fee**

Contractor shall perform the responsibilities and duties described in this Contract in accordance with and in consideration of service rates. The customer service rates are set forth in Exhibit "A" and are composed of two parts, referred as "Base Rate" and "Tipping Fee."

Contractor shall pass through to the Customers increases or decreases in the Tipping Fee component of customer collection rates when such costs become effective, subject to advance approval and authorization by the City Manager.

The Base Rate component of Contractor's rates shall be adjusted each year to become effective on July 1 of each year commencing July 1, 2010. The percentage increase or decrease shall be computed on the basis of the Consumer Price Index - United States City Average - All Items (1982-84 base) as determined by the Bureau of Labor Statistics of the U.S. Department of Labor. The month of May shall be used as the month of comparison. Any such adjustment shall be expressed as a percentage increase or decrease in the Base Rate only.

The Total Rate composed of both the Base Rate and the Tipping Fee will rounded off to the nearest five cents (\$0.05). In the event that the City directs Contractor to a landfill and/or transfer station different from that contemplated on the effective date of this Contract, Contractor shall be entitled to increase or decrease the Base Rate component of customer collection rates in accordance with the change in mileage costs.

**B. Fees for Special Services**

Such refuse that is in excess of the capacity of containers shall be collected by Contractor, who will be permitted to charge a fee for special services. Such fee shall be in accordance with Contractor's normal fee schedule for special services.

The collection of bulky items, such as discarded furniture, mattresses, carpet, appliances, packaging crates and large containers shall be performed as a special service and may be charged for by Contractor in accordance with Contractor's normal fee schedule for special services. Contractor shall receive fees from Customers for large bin service based on the size of bin, number of bins, and frequency of pick up, as described in Exhibit A.

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**C. Special Wastes**

Compensation to Contractor for collection, transportation, and delivery of industrial ash and other special wastes shall be in accordance with a rate schedule to be approved by City.

**D. Recyclable Materials Pass-Through Fees**

In the event Contractor is assessed fees by a Recycling Facility for Recyclable Materials, Contractor shall be allowed to pass such fees through to Customers, subject to advance approval and authorization by the City Manager.

**E. Mandatory Collection Reopener**

If City by ordinance or resolution requires City-wide mandatory garbage collection, the Rate Schedule set forth in Exhibit "A" shall be reopened for negotiation between the parties to become effective upon the commencement of mandatory garbage collection. If the parties cannot reach agreement on a rate schedule, City may terminate this Contract.

**F. Consumer Price Index Adjustment**

In consideration of a CPI rate adjustment, Contractor must submit a written report to City describing the calculation used to implement the rate change. Calculation of any CPI service rate adjustment must have approval of the City Manager as to accuracy prior to any service rate change taking effect.

**G. Senior Discount**

There shall be a senior citizens' discount of ten percent (10%) for persons 65 years of age and older, which shall be applied to the total amount billed for the container.

**24. LOADING**

The Contractor shall be responsible for the cleaning of all earth, garbage, waste, offal or debris placed, spilled or tracked on any road, street, alley or public place by any of his equipment, and if the Contractor fails to clean the same within two hours after written notice is served by the City Manager, the City Manager may cause such roads, streets, alleys or public places to be cleaned and Contractor shall promptly repay City the cost thereof. The Contractor shall, immediate after loading garbage, waste, offal or debris, replace all covers on containers when covers are present and useable. The Contractor shall exercise care during the loading, unloading, or operation of equipment such that the noise level will not exceed 65dBA at 50 feet.

**25. EMERGENCY COLLECTIONS**

Adequate provisions shall be made by the Contractor to take care of collections when garbage, waste, offal or debris have not been collected during the regularly scheduled trip. Special pickups for missed collections shall be made by the Contractor when ordered by the City Manager. The Contractor shall not be entitled to any additional compensation except in those cases where the missed collection is due solely to the part of the Customer.

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**26. NOTICES**

All notices shall be in writing and delivered in person or transmitted by U.S. mail, postage prepaid, as follows:

To City:                   **City Manager, City of Blue Lake  
P. O. Box 458, Blue Lake, CA 95525**

To Contractor:       **Blue Lake Garbage Company, Inc.  
P.O. Box 1035, Blue Lake, CA 95505**

**27. COMPLIANCE WITH REGULATIONS**

A. Contractor shall comply with all laws, ordinances and requirements (both present and future) of the United States, the State of California, the City of Blue Lake, the Humboldt Waste Management Authority, and the County of Humboldt. In the event of material change in any such rules, the parties shall review this contract and renegotiate terms as needed for compliance. If the parties cannot reach agreement on new terms, City may terminate this Contract.

B. Any "household hazardous wastes" placed for collection which are discovered prior to loading shall be left on the premises where found. Contractor shall notify the City Department of Public Works concerning the location of such substances.

**28. MISCELLANEOUS PROVISIONS**

A. Contractor may not assign this Contract or any interest or portion of this Contract without prior written approval of City. Any purported assignment without such approval shall be void.

B. This written Contract contains the sole and entire contractual agreement between the parties. It supersedes any and all other contracts between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Contract or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein. Each party further acknowledges that any statements or representations that may have been made by either of them are void and of no effect and that neither of them has relied on such statements in connection with its dealings with the other.

C. No waiver or modification of this Contract or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or

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received in evidence in any proceeding, arbitration or litigation between the parties arising out of or affecting this Contract, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing and duly executed. The provisions of this paragraph may not be waived except as herein set forth.

D. City intends that Contractor, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is to be performed. Contractor shall be free to contract for similar services to be performed for others while it is under contract with City. Contractor is not to be considered an agent or employee of City and is not entitled to participate in any pension plans, workers' compensation insurance or similar benefits that City provides for its employees.

E. Should any litigation be commenced between the parties hereto concerning this Contract, or the rights and duties of any party in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such litigation or in a separate action brought for that purpose.

F. If any term, covenant, condition, section or provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable, such determination shall affect only such term, covenant, condition, section or provision and all remaining terms, covenants, conditions, sections and provisions of this Contract shall remain fully effective and enforceable between City and Contractor.

G. This Contract is the result of negotiations between City and Contractor in which each was represented by legal counsel chosen by each and shall be interpreted and construed reasonably, not giving effect to any rule of interpretation or construction based on its drafting by one party or the other.

H. Contractor shall cooperate with City and those designated by City in connection with City's implementation of its Integrated Solid Waste Management Plan educational functions and shall make available to City such nonproprietary information as City requests to enable City to discharge its responsibilities under its Integrated Solid Waste Management Plan. Contractor shall also cooperate with City in connection with the performance by City of compliance audits and inspections of those receiving services provided under this Contract. Contractor shall provide City with quarterly reports including the following information: total tonnages disposed, separately listing residential (truck), bin, and special waste totals, and types of service provided to all weekly and monthly Customers.

I. Contractor states that at the time of signing this Contract, Blue Lake Garbage Company, Inc. is owned by Doug Hooper. Contractor shall inform City, in writing, at least 30 days prior to and shall not sell or transfer ownership of the company without approval of City. If City does not respond within 30 days, City's approval shall be considered granted. City shall not unreasonably withhold consent.

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J. The City grants permission to Contractor to park up to two garbage trucks or vehicles in the City's Corporation Yard located at the corner of Taylor Way and Monda Way or other suitable location designated by the City. The City will allow the Contractor to place a padlock on the Corporation Yard gate for the sole purpose providing the Contractor access to either park or retrieve the garbage truck vehicle. The City assumes no responsibility for the security of the vehicle. The City will designate the exact location the Contractor is permitted to park and store the garbage truck vehicle in the City's Corporation Yard. The vehicle parking and storage location may be changed from time to time at the sole discretion of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate on the date first here and above set forth and make it effective as of November 11, 2009.

**CITY OF BLUE LAKE**

**CONTRACTOR  
BLUE LAKE GARBAGE COMPANY,  
Inc.**

By: Marilyn Smith  
Mayor

By: Doug Hooper  
Doug Hooper

**ATTEST:**

**APPROVED AS TO FORM:**

Karen Decker  
City Clerk

Paul Hagem  
City Attorney





# CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road, Blue Lake, CA 95525  
Phone 707.668.5655 Fax 707.668.5916

## AGENDA REPORT

**Item #:** 8  
**Date:** August 24, 2021  
**Item Subject:** Healthcare for All-California: Resolution in Support of Single Payer Bills for Health Care Reform  
**Submitted By:** Mandy Mager, City Manager

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### **General Information:**

The Humboldt County Chapter of Health Care for All-California, has provided a resolution in support of the Single Payer Bills for Health Care Reform for Council's consideration. The resolution asks for the City's support of the following bills:

- CalCare
- AB 1400
- Medicare for All
- HR 1976

**Background Material Provided:** Draft Resolution and background material on the above listed bills

**Fiscal Impact:** N/A

**Recommended Action:** Direct staff as appropriate

### **Review Information:**

City Manager Review:       Legal Review:       Planner Review:       Engineer:

Comments:



**Resolution in Support of Single Payer Bills for Health Care Reform**

**WHEREAS** recent polls show that 69% of Californians support single-payer health care with every person in **Blue Lake** deserving high quality health care, both **The California Guaranteed Health Care for All Act (“CalCare”)**, **AB 1400**, and the federal, **Improved Medicare for All Bill, HR 1976**, would establish state- or nation-wide comprehensive, universal, single-payer health care with a cost control system for the benefit of all residents of the state and specifically for the **City of Blue Lake**; and

**WHEREAS** Both the state and federal legislation would guarantee that all residents of **Blue Lake** will be fully covered for health care without copays, deductibles, or other out-of-pocket costs saving millions now spent on premiums that often provide inadequate health insurance coverage and saving the **City of Blue Lake** the cost burden of health insurance for its employees amounting to approximately \$K/Year; and

**WHEREAS** both legislative acts would slash bureaucracy, protect the doctor-patient relationship, and assure patients a free choice of doctors and hospitals; and

**WHEREAS** the ever-increasing costs of health care, which has been further elevated due to the pandemic, may challenge our already strapped state and municipal budgets; and

**WHEREAS** the number of Californians before the Covid-19 pandemic without health insurance was 2.7 million, with 12 million Californians underinsured, despite important gains made since the implementation of the Affordable Care Act; and

**WHEREAS** the current Covid-19 pandemic has led to record levels of unemployment, loss of employer-sponsored health insurance, a severely strained health care system, widespread illness, disproportionately impacting the poor and communities of color and has taken a profound toll on every community’s mental health, all of which is placing significant demands on our healthcare system, and

**WHEREAS** the Covid-19 pandemic further exposed the dangers of our fragmented, profit-driven health care system, which leads many Californians to delay seeking needed health care due to an inability to pay, leading to a sicker and poorer population in the long run while such population is significantly more likely to develop serious illness if exposed to diseases like Covid-19 and will subsequently face higher mortality rates; and

**WHEREAS**, by eliminating administrative waste and corporate health insurance and pharmaceutical profits, both **CalCare** and **Improved Medicare for All** would guarantee care without charge at the point of service for all California and/or national residents, providing necessary medical care including prescription drugs; hospital, surgical, and outpatient services; primary and preventive care; emergency services; reproductive care; dental and vision care; and long-term care; therefore

**BE IT NOW RESOLVED** that the **City of Blue Lake** expresses its enthusiastic support for the bills, **CalCare, AB 1400, and Medicare for All, HR 1976**, and calls upon our state and federal legislators to work toward their immediate enactment.

Signed:

Mayor of Blue Lake \_\_\_\_\_

City Council Member \_\_\_\_\_

City Council Member \_\_\_\_\_

City Council Member \_\_\_\_\_

City Council Member \_\_\_\_\_

# What is a Single Payer System?

**A single payer system promotes the best possible care and creates financial benefits for everyone by negotiating fair prices and eliminating waste and inefficiencies.**

## Benefits for Individuals and Families

Individuals and families will experience expanded health care coverage with no health insurance premiums, copays, deductibles or other out-of-pocket costs for their care. No one will suffer, go bankrupt or die because of inability to pay for medical care.



People will be able to choose their care providers. Preventative care will be available to everyone, which will decrease the incidence of preventable chronic illnesses. Those who do have an illness will have access to education and rehabilitation treatment. Overall health outcomes will be improved. A healthier workforce means a more productive workforce.

## Benefits for Employers

Access to health care will not be tied to employment, so people will be free to change jobs, become self-employed or start a business. Families with mixed immigrant status will have equal access to health care.

Employers will no longer need to spend the time and money to negotiate, buy and administer health care benefits to their employees. Businesses will be able to focus their resources on their core business.

Savings can allow for expansion, increased wages and new hires. The playing field for smaller

businesses will be leveled. Businesses will be in a better position to be more competitive in the international market.



## Benefits for Taxpayers, National and Local Economies

The governing bodies of cities, counties, and the state will no longer need to budget for health employee benefits. This can free up resources for other needs such as employee benefits, infrastructure maintenance . . .

### Mission

Health Care for All – California (HCA) is dedicated to achieving a universal health care system through a single-payer public financing. Our goal is for all California residents to have guaranteed, high quality, comprehensive health care.

### Contact Us

Health Care for All – California

P. O. Box 5833,

Novato, CA 94948

[info@healthcareforall.org](mailto:info@healthcareforall.org)

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## H.R.1976 - Medicare for All Act of 2021

117th Congress (2021-2022) | [Get alerts](#)

**Sponsor:** [Rep. Jayapal, Pramila \[D-WA-7\]](#) (Introduced 03/17/2021)

**Committees:** House - Energy and Commerce; Ways and Means; Education and Labor; Rules; Oversight and Reform; Armed Services; Judiciary

**Latest Action:** House - 05/18/2021 Referred to the Subcommittee on Crime, Terrorism, and Homeland Security. ([All Actions](#))

**Tracker:** **Introduced**    Passed House    Passed Senate    To President    Became Law

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**Summary(1)**   Text(1)   Actions(10)   Titles(2)   Amendments(0)   Cosponsors(117)   Committees(7)   Related Bills(0)

There is one summary for H.R.1976. [Bill summaries](#) are authored by [CRS](#).

### Shown Here:

#### Introduced in House (03/17/2021)

##### Medicare for All Act of 2021

This bill establishes a national health insurance program that is administered by the Department of Health and Human Services (HHS). Among other requirements, the program must (1) cover all U.S. residents; (2) provide for automatic enrollment of individuals upon birth or residency in the United States; and (3) cover items and services that are medically necessary or appropriate to maintain health or to diagnose, treat, or rehabilitate a health condition, including hospital services, prescription drugs, mental health and substance abuse treatment, dental and vision services, and long-term care.

The bill prohibits cost-sharing (e.g., deductibles, coinsurance, and copayments) and other charges for covered services. Additionally, private health insurers and employers may only offer coverage that is supplemental to, and not duplicative of, benefits provided under the program.

Health insurance exchanges and specified federal health programs terminate upon program implementation. However, the program does not affect coverage provided through the Department of Veterans Affairs or the Indian Health Service.

The bill also establishes a series of implementing provisions relating to (1) health care provider participation; (2) HHS administration; and (3) payments and costs, including the requirement that HHS negotiate prices for prescription drugs.

Individuals who are age 18 or younger, age 55 or older, or already enrolled in Medicare may enroll in the program starting one year after enactment of this bill; other individuals may buy into the program at this time. The program must be fully implemented two years after enactment.

# Medicare for All Act of 2021

## What does Medicare for All cover?

All medically necessary care, including hospitalization and doctor visits; dental, vision, and hearing care; mental health services; reproductive care, including abortion; long-term care services and supports; ambulatory services; and prescription drugs. Patients will have free choice of any doctor or hospital.

## Who does Medicare for All cover?

Everybody living in the U.S. for life, regardless of age, income, employment, or immigration status

## What does Medicare for All cost?

For patients, all medically necessary care will be provided free at the point of service, without premiums, copays, or deductibles. Medicare for All will reduce national health spending by eliminating the waste and profits of commercial insurance; streamlining the administrative and billing burden on doctors and hospitals; and slashing drug costs by negotiating prices for medications and equipment (overriding drug patents when necessary), and establishing a national drug formulary that promotes the use of generics.

## How does Medicare for All pay hospitals and providers?

Patients will never be billed for care. Our national health program will reimburse physicians and other providers directly for their services. Institutions such as hospitals and nursing homes will be funded with annual "global operating budgets," similar to the way we fund fire departments, schools, and other public services, with a separate fund for capital expenditures like renovations. Providers cannot use public funds for profits, marketing, or bonuses.

## How does Medicare for All address health equity?

Besides eliminating all financial barriers to care, it promotes health equity in several ways:

- Establishes an Office of Health Equity to track health outcomes, address disparities, and promote primary care for underserved populations;
- Provides regional need-based funding that will finally invest significant resources in underserved rural and urban communities;
- Preserves the facilities and services provided by the Dept. of Veteran Affairs, Indian Health Service, and military Tricare program.
- Protects reproductive health by overriding the Hyde Amendment that currently bans federal funding of abortion.

## How will Medicare for All be implemented?

The program will be implemented over a two-year period. In the first year, current Medicare enrollees can utilize expanded benefits such as dental and vision care. After year one, the program automatically enrolls everyone ages 0-18 and 55+, and also offers a Medicare Transition buy-in plan. After year two, everyone is covered. The plan also allocates 1% of the budget for the first five years to assist displaced insurance workers.



# Assembly Bill 1400

## California Guaranteed Health Care for All Act (CalCare)

Assembly Members Ash Kalra, Lee, Santiago

Principal Co-Authors: Assembly Members Chiu and Ting and Senators Lena Gonzalez, McGuire and Wiener

Co-Authors: Assembly Members Carrillo, Friedman, Kamlager, McCarty, Nazarian, Luz Rivas, Wicks  
Senators Becker, Cortese, Laird and Wiecekowski

### SUMMARY

Today's U.S. health care system is a complex, fragmented multi-payer system that still leaves wide gaps of coverage and poses significant issues of affordability. Despite health care spending in the U.S. far exceeding other high-income, industrialized countries that offer a publically financed single-payer system, we consistently report worse health outcomes and disparities among vulnerable populations.

AB 1400 sets in motion a single-payer health care coverage system in California, called CalCare, for all residents, regardless of citizenship status. By streamlining payments and lowering per-capita health care spending, CalCare guarantees quality health care and long-term care without creating barriers to care or out-of-pocket costs.

By affirming health care as a right to all Californians and establishing a payment system that eliminates waste and aligns reimbursements with the actual cost of care, we can make significant progress on financing and acquiring state and federal approvals.

### HEALTH SYSTEM STATUS QUO

An estimated 2.7 million Californians remain uninsured<sup>1</sup> and millions more with coverage often delay or are unable to access necessary medications or health care services due to cost. Since the COVID-19 pandemic, that number has grown as many workers have lost their employer-based coverage or were unable to afford the high cost of health care due to economic constraints.

<sup>1</sup> Covered California estimates, January 12, 2021

Health care spending in the United States far outpaces other industrialized countries.<sup>2</sup> Based on prior years of health insurance rate filing data, hospital costs and physician services represent an overwhelming proportion of the overall projected premium dollar – 75% of the projected 2018 premium dollar.

Americans use significantly less health care services than people in other industrialized countries<sup>3</sup> – including physician visits and hospital admissions – yet spending is greater due to higher prices. Despite higher spending, Americans have worse health outcomes, including shorter life expectancy and greater prevalence of chronic conditions.<sup>4</sup>

Another challenge with our health care system is the pervasiveness in health disparities. California is a diverse state – racially, ethnically, economically, and geographically – and vulnerable populations face greater health risks and have less access to safety net programs.

California's growing senior population, aged 60 years and over, is expected to grow more than three times as fast as the total population<sup>5</sup>, which will place additional strain on health care services. As more aging adults enter Medicare, there will be a need to improve access and lower costs by pooling state and federal funds.

<sup>2</sup> I. Papanicolas, L.R. Woskie, and A.K. Jha, "Health Care Spending in the United States and Other High-Income Countries," *JAMA*, March 13, 2018

<sup>3</sup> *Health at a Glance 2017: OECD Indicators* – number of doctor consultations per person, hospital discharges, and average length of stay in hospital.

<sup>4</sup> "U.S. Health Care from a Global Perspective: Spending, Use of Services, Prices, and Health in 13 Countries," *The Commonwealth Fund*, October 2015

<sup>5</sup> California Department of Aging website, "Facts About California's Elderly." [https://aging.ca.gov/Data\\_and\\_Reports/](https://aging.ca.gov/Data_and_Reports/)

## **CALIFORNIA'S GUARANTEED HEALTH CARE FOR ALL (CALCARE)**

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The COVID-19 pandemic has exposed how grossly flawed and inequitable our multi-payer health system is and how critical it is for all Californians to be guaranteed access to health care. AB 1400 will bring California closer to achieving a single-payer health care system by setting in place a comprehensive framework of governance, eligibility and enrollment, benefits, delivery of care, and health care cost controls and program standards.

By passing the California Guaranteed Health Care for All Act, the state can position itself to seek consolidated federal waivers from the U.S. Department of Health and Human Services. These waivers would make it easier for California to consolidate health care dollars, provide flexibility, expand benefits, and eliminate cost-sharing.

Upon being authorized and financed, CalCare will establish a comprehensive universal single-payer health care coverage program and a health care cost control system. CalCare will be set up as an independent public entity governed by a nine member executive board with expertise in health care policy and delivery.

The CalCare Board's composition shall be reflective of California's diversity and free of any conflicts of interest. The Board shall convene a Public Advisory Committee to advise on all matters of policy and make informed recommendations.

### **THE CALCARE MISSION AND DUTIES**

CalCare will be charged with overseeing the state's single-payer system, and will ensure the following:

#### *Comprehensive Benefits and Freedom of Choice*

Californians will have access to comprehensive health care coverage, including all primary and preventive care, hospital and outpatient services, prescription drugs, dental, vision, audiology, reproductive health services, maternity and newborn care, long-term services and supports, prescription drugs, mental health and substance abuse treatment, laboratory and diagnostic services, ambulatory

services, and more. Patients will have freedom to choose doctors, hospitals, and other providers they wish to see, without worrying about whether a provider is "in-network."

#### *No Premiums, Copays, or Deductibles*

Californians would receive health care services and other defined benefits without paying any premiums or deductibles. Upon receiving care, patients would not be charged any copays or other out-of-pocket costs.

#### *Addressing Health Care Disparities*

CalCare would remove barriers to care and create a special projects budget to fund the construction, renovation, or staffing of health care facilities in rural or underserved communities.

#### *Long-Term Services and Supports for People with Disabilities and the Elderly*

Long-term services and supports for daily living will be fully covered for medically determinable conditions, whether physical, mental or due to age.

#### *Reducing Health Care Spending and Improving Care*

CalCare would move the state to a simplified health care payment system that will free health care providers from devoting time on billing and instead focus on patient care. The new system would establish reasonable payment methodologies for providers that are aligned with the actual costs of care rather than driven by profits. Health care professionals and institutional providers would be prohibited from over utilizing services. CalCare can negotiate bulk drug prices for all Californians and take other measures to lower the costs of prescription drugs.

#### *Global Budgets for Institutional Providers*

CalCare would negotiate fair, adequate global budgets to hospitals and other institutional providers to help contain the exorbitant costs by aligning health care payments with the actual cost of care and eliminating waste present in the system today. Institutional providers may submit appeals to the global budget to address justifiable or unforeseen circumstances.



## Introduction and Overview

Established by Senate Bill (SB) 104 (Chapter 67, Statutes of 2019), the Healthy California for All Commission is charged with developing a plan that includes options for advancing progress toward a health care delivery system in California that provides coverage and access through a unified financing system, including, but not limited to, a single-payer financing system, for all Californians.

As used in this report, the concept of “unified financing” describes a state-wide system to arrange and assure health care in which:

- All Californians would be entitled to receive a standard package of health care services
- Entitlement would not vary by age, employment status, disability status, income, or other characteristics
- Distinctions among Medicare, Medi-Cal, employment sponsored insurance, and individual market coverage would be eliminated within the system of unified financing

As international examples make clear, there are many methods to achieve unified financing. For example, Canada and Taiwan use a single payer approach, the United Kingdom has publicly provided care, and Germany and the Netherlands require mandatory purchase of standardized, non-profit, insurance.

As the first deliverable required of the Commission under SB 104, this report takes stock of the strengths and limitations of California’s existing health care system across multiple dimensions and identifies options for improvement. In recent years, California has made strides in expanding coverage and improving access to care for many of its residents, yet the state still falls short of an accessible, affordable, equitable, high-quality, and universal system.

The COVID-19 pandemic has laid bare many shortcomings within the California health care system. For example, millions of newly unemployed Californians will need to enroll in Medi-Cal or purchase coverage through Covered California as a result of losing their employer-sponsored coverage, and many more will likely become uninsured. Hospitals, physicians, and other health care entities dependent on fee-for-service revenue suffered revenue declines when stay-at-home orders caused visit volume to fall and elective procedures to be canceled. Many frontline health care workers, particularly those in settings that disproportionately serve low-income

people, are facing serious health risks without adequate personal protection at the same time that lay-offs and job furloughs loom. People of color are disproportionately affected by COVID-19 due to structural racism and other social determinants of health. As of this writing, Latino Californians, who represent 39 percent of the population, accounted for 57 percent of COVID-19 cases, and 41 percent of deaths and Black Californians (6 percent of the population) represented 9 percent of deaths.<sup>1</sup> The full implications of the pandemic remain to be seen, but changes in coverage, access, and quality of care are inevitable. Acknowledging the rapidly changing circumstances related to COVID-19, this report offers some initial observations.

Section 1 describes the current state of health care delivery and finance in California and summarizes implications for access, affordability, equity, quality, and universality. Section 2 discusses steps California might take to prepare to transition to a unified financing system. Section 3 recaps coverage expansion proposals and efforts underway that address some of the goals of the Healthy California for All Commission.

California falls short of a universal and equitable approach that treats all residents according to their needs rather than imposing distinctions based on coverage sources. Fragmented financing and a patchwork delivery system compromise access to services and quality of care for many Californians. Status quo health care delivery and financing arrangements, including profit motives for many players, add layers of complexity and drive up spending without commensurate improvements in clinical quality or health outcomes, reduced disparities or better consumer experience. The COVID-19 pandemic has revealed weaknesses in care delivery systems and underinvestment in public health. Under our present system, inequities by income level, region, race and ethnicity persist.

A subsequent Commission report will analyze key design considerations for a unified financing system, including a single-payer financing system, and will offer options by which the state can move toward a Healthy California for All.

## ABOUT US

### Our Mission

Health Care for All – California (HCA) is dedicated to achieving a universal healthcare system through single-payer public financing. Our goal is for all California residents to have guaranteed, high quality, comprehensive health care.

### Who We Are

HCA is a statewide non-partisan, non-profit organization of volunteers. The HCA board of directors is made up of elected representatives from regional chapters. We are supported by donations and fundraising activities. We encourage all single-payer supporters to become HCA members by donating and welcome creation of new chapters in under-represented areas of California.



Open

## What We Believe

HCA believes that everybody (all ages and ethnicities) deserves to be free from the fear of having to go without needed care or suffer deprivation in order to pay high medical bills.

Everyone deserves health care regardless of income level, health condition, employment circumstances, immigration status, or marital status.

Restricting the availability of adequate health insurance to those who have it through an employer, those who can purchase it on the private market, or those who have it through a government-subsidized program is unjust.

We believe that universal health care needs to be guaranteed by and for society, similar to police and fire protection, education, and defense.

## What We Do

Every day, Health Care for All – California: promotes the idea that health care is an essential need. We educate the public about the benefits of a single-payer system and advocate for passage of single-payer legislation that will cover the financing of health care for all residents of California.

In chapters throughout the state, we undertake a range of public education and advocacy work. HCA members organize lectures, panels, and film screenings. We table at markets, leaflet at fairs, support house parties, and speak to local organizations such as service clubs and faith-based groups. Members meet with locally elected representatives including state legislators, members of city councils, school boards, and county boards of supervisors.

Mission:

Health Care for All - California (HCA) is dedicated to achieving a universal health care system through single-payer public financing. Our goal is for all California residents to have guaranteed, high quality, comprehensive health care.

## Contact Us

Health Care for All - California

P. O. Box 5833,

Novato, CA 94948

[info@healthcareforall.org](mailto:info@healthcareforall.org)

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## Donate

Your donation directly supports HCA outreach and advocacy efforts. [Donate →](#)

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# What is Single Payer?

## **Single Payer (AKA Improved and Expanded Medicare for All):**

A single-payer system is the most cost-effective way to guarantee the same high standard of care for everyone. Health care dollars are pooled from all current sources: government (now paying 70% of all health care costs in California), individuals and businesses. A public agency pays all the bills.

Key features of a single-payer system include:

### **1** Universal Coverage

Everyone, no matter their age and ethnicity, is covered for life, regardless of employment status, income level, health condition, marital status, or immigration status

### **2** Comprehensive Care

All medically necessary care is covered, including outpatient visits, hospitalization, ER, surgery, dental, vision, hearing, prescription drugs, mental, reproductive and home health services, substance abuse recovery, hospice and long-term care.

### **3** Choice of providers

Patients choose their doctors, health professionals and hospitals. There are no restrictive networks.

## 4 Affordable

Single payer saves money by negotiating prices for services, drugs and medical supplies. It ends wasted spending due to administration costs for profit-driven insurance. Individuals and businesses pay less for health care coverage. There are no deductibles or co-pays.

A single-payer system promotes the best possible care and creates financial benefits for everyone by negotiating fair prices and eliminating waste and inefficiencies.

### Mission

Health Care for All – California (HCA) is dedicated to achieving a universal health care system through single-payer public financing. Our goal is for all California residents to have guaranteed, high quality, comprehensive health care.

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### Donate

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# 10 Reasons Americans Need Single-Payer

With a system that is highly dependent on employer-based, for-profit health insurance, millions of Americans have no or inadequate coverage. The patchwork of expensive, unequal insurance plans has contributed to bankruptcy, homelessness, preventable disease, and death.

Inflated insurance and health care costs place unfair demands on businesses and taxpayers. By making high-quality health care for all as cost-effective as possible, a single-payer system meets the health needs of the public and contributes to a healthy economy.

1.

## **Patients and doctors make health care decisions.**

*You* choose your doctor. *You and your doctor* decide what is best for you. You take the medications that you and your doctor agree are appropriate for you.

Insurers currently impose restrictions on the kinds and amount of care covered. Such restrictions interfere with the rights of doctors and patients to choose care based on an individual's needs. Many insurance plans also restrict an individual's choice of health professionals.

A single-payer system allows choice of licensed health care professionals and accredited facilities and automatically covers all medically necessary care, with a focus on preventive care. It includes alternatives supported by evidence, including chiropractor and acupuncture services, and gives equal consideration to physical and mental health needs. Decisions on treatment are left to the patients and their doctors.

2.

## **Everybody in.**

Single payer covers all of us. Every resident of California is in the system and can receive health care when we need it.

Make the "best health care in the world" available to all in California. While we have the resources – excellent medical schools and research centers, dedicated health care professionals, and the latest technology – our current approach to financing health care skews delivery. It keeps millions of people from being able to contribute responsibly and leaves millions without needed care. The pieces of a potentially excellent system cannot form a coherent whole.



**In a single-payer system, the single-payer agency negotiates fair prices for services, supplies, and pharmaceuticals, using the purchasing power of the entire populace to make care more affordable for all.**

Single-payer allows negotiations for medicines and medical devices. You've heard of the flagrant increased costs for insulin and EpiPen. Single payer gives the government the power to negotiate pricing for medications.

Preventive care and timely intervention has the potential for keeping health problems from developing or worsening, making the need for expensive treatment less likely.

Access to regular care reduces costly use of emergency rooms.

Single-payer means no co-payments, deductibles, or premiums. For most of us, the total bottom line for single-payer, which will likely be paid for through progressive taxes, will be significantly less than the total bottom line we now pay. This is how we pay for other public goods and services: schools, roads, fire, and libraries.

6.

### **Stop medical bankruptcy.**

**Medical debt is the number one reason for personal bankruptcy in the United States.** Almost 80% who went through bankruptcy had some form of health insurance. That insurance was clearly insufficient.

7.

### **End financial rationing.**

Single payer ends health care rationing based on how much money you have or don't have. Some of us are forced to make financial decisions when we need health care if we are uninsured or underinsured. We may have to choose between health care and food. Single payer ends these no-win choices.

8. **Businesses can focus on their core mission.**

Businesses will no longer be burdened with health plans for employees. Lower health costs make businesses more competitive, both domestically and internationally, and earn more for employees and shareholders. Single payer makes it easier to start a new business without the complications, costs and worries of obtaining employee insurance benefits.

9.



# CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road, Blue Lake, CA 95525  
Phone 707.668.5655 Fax 707.668.5916

## AGENDA REPORT

**Item #:** 9  
**Date:** August 24, 2021  
**Item Subject:** Designation of Council Members to Participate on the Interview Committee for the Parks and Recreation Director Position  
**Submitted By:** Mandy Mager, City Manager

---

### **General Information:**

The City has received several qualified applications for the position of Parks and Recreation Director; Council has expressed interest in participating in the interview process and must formally designate one or two members to serve on the committee.

**Background Material Provided:** N/A

**Fiscal Impact:** N/A

**Recommended Action:** Appoint Council Member(s) to the Interview Committee

### **Review Information:**

City Manager Review:       Legal Review:       Planner Review:       Engineer:

Comments:



# CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road, Blue Lake, CA 95525  
Phone 707.668.5655 Fax 707.668.5916

## AGENDA REPORT

**Item #:** 10  
**Date:** August 24, 2021  
**Item Subject:** Council Correspondence  
**Submitted By:** Mandy Mager, City Manager

---

### **General Information:**

The City has received the following correspondence for review and direction

### **Background Material Provided:**

- Letter from Humboldt Deputy Sheriff's Organization
- League of Cities Annual Meeting Resolution Packet

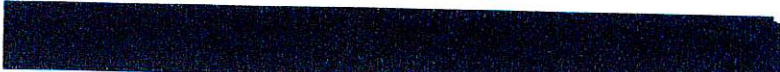
**Fiscal Impact:** N/A

**Recommended Action:** Direct staff as appropriate

### **Review Information:**

City Manager Review:       Legal Review:       Planner Review:       Engineer:

Comments:



8/11/21  
To Whom It May Concern

We are writing to you today as we know the city of Blue Lake has expressed interest in continuing a law-enforcement services agreement with the Humboldt County Sheriff's Department.

We have grave concerns about the county's ability to offer this service due to a staffing crisis of patrol deputies in the department. In fact, it is our understanding that existing agreements will be forced to be greatly scaled back, leaving some communities without dedicated law enforcement coverage, and no new services agreements are being considered.

As of this week, of the approximately 75 patrol deputy positions who should be serving the county, 24 positions are unstaffed by sworn officers.

HDSO is incredibly frustrated by the county's inability to recruit and retain enough qualified deputies to serve and protect the community at large. It is especially challenging, given the fact that county voters approved \$70 million expressly for this purpose and that tens of millions of dollars has been wasted by the county on a failed "train rookies and hope for the best" strategy with no demonstrable positive impact for the community.

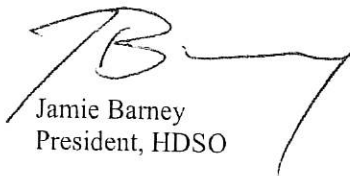
We hope that you will join HDSO in reaching out to your supervisor, the sheriff, and the Measure Z Committee to help solve this staffing crisis.

Please see our attached letter to the Board of Supervisors and the Measure Z committee, urging them to take action to fully staff our department. We urge you to send an additional letter of support.

Our community, and your institution, deserve law enforcement coverage that the county is currently unable to provide.

We welcome your input and collaboration to overcome this crisis so we can provide the coverage that was promised with the passage of Measure Z.

Sincerely,

  
Jamie Barney  
President, HDSO

RECEIVED

AUG 13 2021





June 16th, 2021

Members of the Measure Z Committee,

The Humboldt Deputy Sheriff's Organization (HDSO) represents the front line public safety officers who take great pride in keeping our community safe. Along with our families, friends, and neighbors, HDSO members are also taxpayers who worked hard to pass Measure Z in 2014 and Measure O in 2018 because we know we can do a better job protecting our community with more resources.

The voters agreed with us and we overwhelmingly agreed twice (56.95% in 2014 and 73.87% in 2018) to tax ourselves to better meet public safety needs like Humboldt County's official website promised:

***How will Measure Z address my public safety needs?***

***Due to budget constraints, Sheriff's patrols have been greatly reduced across Humboldt County, meaning it can sometimes take several hours for a Sheriff's deputy to respond to a call. If enacted Measure Z can provide the funds necessary for expanding patrols, maintaining emergency 9-1-1 response times, and making sure calls about violent or property crimes are responded to promptly.***

***Also, volunteer fire departments and firefighters play critical roles in protecting life and property here in Humboldt County. Additional resources will help maintain rural fire and ambulance protection services, allowing our first responders to better – and more safely – protect County residents.***

However, in the six years since Measure Z passed, Humboldt County has spent over \$70 million dollars in an abysmal failure to deliver on the core mission of Measure Z, to “provide the funds necessary for expanding patrols, maintaining emergency 9-1-1 response times, and making sure calls about violent or property crimes are responded to promptly.”

This is not due to lack of effort or interest by the Measure Z Committee, but due to a failed employee recruitment strategy and lack of focus on the core mission of Measure Z by this committee and the Board of Supervisors.

The County and the Measure Z Committee have refused to do what it takes to attract and retain the sheriff's deputies to increase the number of qualified personnel patrolling our communities. Instead, the County has stubbornly chosen a "pay to train rookies and hope for the best" strategy to fill the open positions at the Sheriff's department.

What has been the result of this strategy? In short - it has been a disaster. Taxpayers have sent the Measure Z Committee \$70 million for better public safety service, and the sheriff's department has almost identical staffing levels to those in 2015, but with decades of experience gone to other agencies with better benefits, or retired. As a result, Southern Humboldt is still without 24 hour coverage, as is all of eastern Humboldt. Neighborhoods around the core Humboldt Bay area are still patrolled by Deputies stretched thin and having to work twelve-hour burnout-inducing shifts without the increased coverage and improved response that voters were promised.

HDSO's membership stands behind the leadership of Sheriff Honsal, who has been working hard to implement the County's failed recruitment strategy. But no matter how hard the Sheriff works to recruit deputies, he cannot attract deputies to come work one of the toughest beats in all of California when the job doesn't even pay as much as the tiny cities of Arcata and Eureka, not to mention the fact that the California Highway Patrol offers far greater wages and benefits.

The result is that the only way to fill new positions where future deputies are woefully underpaid is to offer taxpayer-paid training to rookie deputies. The result is that the Measure Z funds are spent training some who fail out of the program, and those who are good enough to make it start their careers by filling the position of an experienced deputy who just left to join another department in another community, and make more money doing it. We simply tread water in our staffing, while continuously replacing experienced deputies with new rookies. The average level of experience for our patrol officers is less than six years.

We have a much less experienced force, working 12-hour shifts, staffed at the same levels which prompted the passage of Measure Z - over six years ago. This while Measure Z funds are diverted away from the core goal of public safety towards other county priorities.

There is a better, more efficient and smarter way. We simply must use the Measure Z funds to improve wages and benefits to recruit experienced law enforcement personnel, probation officers, DA Investigators and welfare fraud specialists from other communities and to retain the great professionals we have on staff now. Your committee and the County together have spent \$70 million over 6 years and gone nowhere. At a time when we need experienced and better trained law enforcement more than ever before, we simply cannot afford to allow other communities to entice our best people away from us.

We ask the committee to refocus on the core goals - and promise to voters - of Measure Z: expand patrols and fully staff the Sheriff's department so all crimes and calls for service are responded to quickly.

We have enclosed a comprehensive salary survey showing how HDSO members have fallen so far behind other communities. We would also appreciate the opportunity to discuss this issue more with you and give you some personal testimony of what it is like on the front lines here in the community we all love.

We look forward to hearing from you,

Sincerely,

Jamie Barney  
President, HDSO



# City of Blue Lake Council Meeting Minutes

Tuesday, July 6, 2021 ~ 6:30 p.m. ~ Special Council Meeting Via Zoom

1. **Establish a Quorum of the Council (6:36 p.m.)**

Council Members Present:

Adelene Jones (Mayor)

Chris Curran

Summer Daugherty

Elaine Hogan

Staff Present:

Amanda Mager, City Manager

2. **Approve Agenda**

**Motion:** It was moved to approve the agenda with the following change: *Move the Closed Session above the Adjournment section.*

**Motion by:** Councilmember Daugherty; **Second:** Councilmember Curran

**There were no comments from Council or public.**

**Council Consensus:** Motion Passed

3. **Public Comment:** *No Public Comment was Received*

4. **Resolution Number 1188**

**Motion:** It was moved to approve Resolution Number 1188 with the following correction: *Remove "Already" in the second to last Whereas.*

**Motion by:** Councilmember Daugherty; **Second:** Councilmember Hogan

**There were no comments from Council or public.**

**Council Consensus:** Motion Passed

5. **Council Vacancy**

**Motion:** It was moved to accept Olivia Obidah Dunn's resignation and advertise the Council vacancy; vacancy advertisement to include language stating that questions for the candidates can be submitted to City Hall; and that the term of office will end on March 8, 2022; and that statements of interest will be due by 12 noon on July 23, 2021.

**Motion by:** Councilmember Daugherty; **Second:** Councilmember Curran

**There were no comments from Council or public.**

**Council Consensus:** Motion Passed

6. **Council Correspondence:** None received

7. **Reports of Council and Staff:**

Councilmember Hogan: Nothing to report.



Councilmember Daugherty: Annie and Mary Day is happening on July 11th

Mayor Jones: There are currently 44 vendors; the most vendors ever. Emily Wood is working with Mayor Jones to line out the vendor locations in the park.

Councilmember Curran: Nothing to report.

City Manager: The Parks and Recreation Director position is ready to be advertised, along with the Economic Development Planner/Administrator position.

#### 8. Future Agenda Items:

- SB 1383
- Wiyot Land Acknowledgement
- Discrimination Training/Policy Development
- DANCO Project Negotiator Designation
- Blue Lake Garbage Contract
- Council Vacancy Appointment
- Closed Session-Employee Evaluation

9. **Motion**: It was moved to go into closed session-Employee Evaluation (7:16 PM)

**Motion by**: Councilmember Daugherty; **Second**: Councilmember Curran

**There were no comments from Council or public.**

**Council Consensus**: Motion Passed

10. **Motion**: It was moved to come out of closed session at 8:52 PM; nothing to report

**Motion by**: Councilmember Daugherty; **Second**: Councilmember Curran

**There were no comments from Council or public.**

**Council Consensus**: Motion Passed

#### 11. Adjourn

**Motion**: It was moved to adjourn.

**Motion by**: Councilmember Daugherty; **Second**: Councilmember Hogan

**No public comment**

**Council Consensus**: the meeting adjourned at 8:52 PM

---

Minute Taker



## Blue Lake City Council Minutes

Tuesday, July 27, 2021 ~ 6:30 p.m. ~ Special Council Meeting Via Zoom

<https://us02web.zoom.us/j/89722173813?pwd=b3JtdHIJZWZ3SDdqUVNkWGUE0dzdzZz09>

Meeting ID: 897 2217 3813 Passcode: 743985

Dial in: 669 900 6833

### 1. Pledge of Allegiance and Establish a Quorum of the Council

#### Council Members and Staff Present:

Adelene Jones, Mayor  
Summer Daugherty, Mayor Pro-Tem  
Chris Curran  
Elaine Hogan

Amanda Mager, City Manager  
April Sousa, MMC, Minute Taker

### 2. Approve Agenda

**Motion:** It was moved to approve the agenda by moving item 8 (Closed Session) to just prior to item 13 (Adjournment).

**Motion by:** Councilmember Daugherty; **Second:** Councilmember Curran

**There were no comments from the Council or public.**

**Vote: Ayes:** Curran, Daugherty, Hogan, and Jones **Nays:** None **Absent:** None

**Motion Summary:** Motion Passed

### 3. Public Comment

Kathryn Donahue, Healthcare for All local chapter representative, gave information to the Council regarding the single payer system and how this affects the City of Blue Lake. She asked to have this item placed on the agenda next month so she can answer questions and give more information.

Donna Acosta read a letter from the people on Redwood and Piersall to the City Council regarding public safety issues.

Matt Watts gave public comment regarding public safety issues.

### 4. City Council Vacancy Application Review

Mayor Jones gave an overview of the item. She noted that there were three applicants: Angela Dennis, Matt Watts, and Benjamin McCreath. She asked each applicant to give a statement expressing why they would like to be on the City Council. It was clarified that this appointment would be until the midterm election in March of 2022.

Councilmember Daugherty asked the following three questions of each applicant:

1. How do you affiliate politically?
2. What is your stance on the CDC guidelines regarding Covid-19?
3. What is your vision for the City of Blue Lake?

The public was given an opportunity to ask questions of the applicants as well. Matt Watts and Marvin Samuels asked questions and made comments. Councilmember Hogan commended the candidates for their applications.

**Motion:** It was moved to appoint Benjamin McCreath to the Blue Lake City Council.

**Motion by:** Councilmember Daugherty; **Second:** Mayor Jones

**Vote: Ayes:** Curran, Daugherty, Hogan, and Jones **Nays:** None **Absent:** None

**Motion Summary:** Motion Passed

Minute Taker, Board Secretary of the McKinleyville Community Services District, and former City Clerk of the City of Blue Lake, April Sousa, gave the Oath of Office to Benjamin McCreath.

5. **Karen Barnes Request to Rent and Close the Blue Lake Horse Arena on September 3-4, 2021**

Mayor Jones gave an overview of the item. Karen Barnes was available for questions and comments.

Council discussed past rental of public spaces such as the Horse Arena. It was noted that there was no policy regarding the evaluation of rental of public spaces to prevent public access.

Council direction asked staff to look into a policy change that addresses all public spaces, including discussing such policy with legal counsel. Consensus was that for this year, due to lack of policy, the City should allow the rental.

Matt Watts commented about the dust issue that was brought up during the discussion.

6. **Powers Creek Development Project Update**

City Manager Mager gave an update report on this item. She noted that at the next meeting there should be a larger update for Council and the public. City Manager Mager mentioned to newly elected Councilmember McCreath of an opportunity to get up to speed on the project before the next meeting.

Council directed staff to bring the item, including appointing a negotiating team, to a future Council meeting.

7. **Blue Lake Garbage and Humboldt Sanitation Contract**

Tasha and Kenny Eisner purchased Blue Lake Garbage from the Hooper family. City Manager Mager gave an overview. She noted the Blue Lake connection between Humboldt Sanitation and the community. City Manager Mager noted legal counsel's comments on the proposed contract.

Councilmember Hogan asked about the impacts of SB1383.

Councilmember Daugherty asked about the preparation for taking on additional waste.

Direction was given to staff to discuss contract language with Humboldt Sanitation and Legal Counsel.

9. **Council Correspondence**

All Council correspondence was presented to the Council in the packet.

10. **Consent Agenda:**

- a. June 22, 2021 meeting minutes

b. June 29, 2021 meeting minutes

**Motion:** It was moved to approve the Consent Agenda

**Motion by:** Councilmember Daugherty; **Second:** Councilmember Curran

**There were no comments from the Council or public.**

**Roll Call: Ayes:** Curran, Daugherty, Hogan, McCreath and Jones **Nays:** None **Absent:** None

**Motion Summary:** Motion Passed

#### 11. Reports of Council and Staff

**Curran** – Reported that he did not attend any meetings but did tour the solar array at the airport.

**Daugherty** – Reported on the debrief of Annie and Mary Day with the Chamber of Commerce.

**Hogan** – Reported on the Humboldt Waste Management Authority meeting.

**Jones** – Reported on Annie and Mary Day and the Nessler Car Show. She noted that there was no Humboldt County Association of Governments meeting this month. It was mentioned that the city-wide yard sale will be on August 21, 2021. Mayor Jones will be attending the League of California Cities meeting on August 13, 2021.

**City Manager** – Mayor Jones asked about the Town Square tour for the state grant. City Manager Mager also mentioned about positions available and open Request for Proposals.

#### 12. Future Agenda Items

- **Healthcare for all Resolution**
- **Negotiating Team for Powers Creek District**
- **Council Appointments**
- **Interview Panel for open positions**
- **Wiyot Tribe item (September/October)**
- **Developing scope of how Park is used for events**
- **Sheriff's Contract**

8. **Adjourn to Closed Session:** Public Employee Performance Evaluation (Government Code § 54957): Title: City Manager (Amanda Mager)

**Motion:** It was moved to enter into Closed Session per Government Code § 54957

**Motion by:** Councilmember Daugherty; **Second:** Councilmember Hogan

**There were no comments from the Council or public.**

**Roll Call: Ayes:** Curran, Daugherty, Hogan, McCreath, and Jones **Nays:** None **Absent:** None

**Motion Summary:** Motion Passed – **Entered into Closed session at: 8:27 p.m.**

#### 13. Adjourn