

Memorandum of Understanding

Agreement to Provide Law Enforcement Services

Between

County of Siskiyou

and

City of Montague

July 1, 2019 – *through* – June 30, 2022

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MEMORANDUM OF UNDERSTANDING
FOR LAW ENFORCEMENT SERVICES TO THE CITY OF MONTAGUE
BY THE SISKIYOU COUNTY SHERIFF'S OFFICE

THIS MEMORANDUM OF UNDERSTANDING, (MOU) is made by and between the County of Siskiyou, Office of the Sheriff, a political subdivision of the State of California (hereafter called COUNTY) and the City of Montague an incorporated City having its principal place of business at 230 South 13th Street, Montague, CA 96064 (hereafter called CITY). Wherein COUNTY agrees to provide and CITY agrees to accept the services specified herein.

The CITY has requested COUNTY, through the Office of the Sheriff, to provide law enforcement services as specified in "Exhibit A" (Scope of Services) "Exhibit A-1," "Exhibit A-2" pursuant to this MOU;

The COUNTY, through the Office of the Sheriff, has expressed willingness to provide law enforcement services pursuant to this MOU as authorized by California Government Code sections 6500 et seq. and 51300 et seq.

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVES.** The below listed persons have been designated as authorized representatives for this MOU:

COUNTY: Captain, Karl Houtman - (530) 842-8311
Siskiyou County Sheriff's Office, 305 Butte Street, Yreka CA 96097

CITY: Sara Kleier - (530) 459-3030
City of Montague, P.O. Box 428, Montague, CA 96064

2. **NOTICES.** Any notice or consent required or permitted to be given under this MOU shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Sheriff Jon E. Lopey, 305 Butte St., Yreka CA 96097

To CITY: Sara Kleier, Clerk - City of Montague, P.O. Box 428, Montague, CA 96064

3. **SCOPE OF SERVICES.** COUNTY agrees to provide law enforcement services to CITY in accordance and/or as specified in "Exhibit A", "Exhibit A-1", "Exhibit A-2" attached hereto and incorporated herein by reference. CITY shall compensate COUNTY in the amount indicated in "Exhibit B" attached hereto and incorporated herein by reference; payments shall be based on actuals quarterly. COUNTY shall invoice quarterly. Payments shall be made, in full, within thirty (30) days of invoice receipt.

4. **TERM.**

A. **Basic Term.** The term of this MOU shall commence July 1, 2019, and continue through June 30, 2022, unless terminated sooner pursuant to item #12 in this MOU, or extended as described in item 4(B).

B. **Extended Term.** The term of this MOU may be extended for successive periods of one (1) year if the legislative body of both parties determines to so extend the term and written notice of such renewal is given to the other party at least three (3) months prior to the expiration. Extended terms shall be referred to as First Extended, Second Extend Term, et cetera.

C. **Appropriations Limitations:** CITY and COUNTY each acknowledge that annual budgetary appropriations in future years for payment and services hereunder are subject to the approval of their respective legislative bodies.

5. **STANDARD OF PERFORMANCE.** COUNTY represents that it has the skills and expertise necessary to perform the law enforcement services required under this MOU and that all persons employed in the performance of such services for the CITY shall be COUNTY employees. Other than the compensation hereinabove provided for, CITY shall not be called upon to assume any liability for the direct payment of salaries, wages, or other compensation to any COUNTY personnel performing services hereunder for CITY.

6. **INDEMNIFICATION AND INSURANCE.** CITY and COUNTY agree to defend, indemnify and save harmless the other party for the negligence of its officers, employees, and agents acting within the scope of this Agreement and to procure and maintain insurance in accordance with the provisions of "Exhibit C," attached hereto and incorporated herein by reference.

7. **OWNERSHIP OF EQUIPMENT.** COUNTY shall be the owner of all items incidental to the performance of this MOU. No transfer of ownership of equipment neither from COUNTY to the CITY nor from CITY to the COUNTY shall occur as a result of this MOU.

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

9. **NON-DISCRIMINATION.** COUNTY hereby notifies CITY that COUNTY's policies prohibiting discrimination (2.1 et seq. Siskiyou County Personnel Policies) apply to this MOU and are incorporated herein by this reference with the same force and effect as if these policies were specifically set out herein and CITY agrees to comply with these same/referred policies.

10. **NON-EXCLUSIVE AGREEMENT.** CITY understand that this is not an exclusive agreement (MOU) and that COUNTY shall have the right to negotiate with and enter into MOU's, Contracts, Agreement, etc. with other Siskiyou County cities and/or other agencies to provide the same or similar services.

11. **ASSIGNMENT.** CITY shall not assign any of its rights nor transfer any of its obligations under this MOU without the prior written consent of COUNTY and any attempt to so assign or so transfer without consent shall be void and without legal effect and shall constitute grounds for termination.

12. TERMINATION.

A. By COUNTY: COUNTY may, by written notice to CITY/TOWN, terminate this MOU in whole or in part at any time, whether for the COUNTY's convenience or because of the failure of CITY/TOWN to fulfill the obligations as set forth herein.

1. For Convenience. COUNTY may terminate this MOU upon ninety (90) days written notice. Upon the date of termination, COUNTY shall cease work and notify CITY/TOWN as to the status of its performance.

2. For Cause. Should CITY/TOWN default in the performance of this MOU or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this MOU by written notice which shall be effective upon receipt by CITY/TOWN.

B. By CITY/TOWN: CITY/TOWN, may, by written notice to COUNTY, terminate this agreement in whole or in part at any time, whether for CITY/TOWN's convenience or because of the failure of COUNTY to fulfill the obligations set forth herein.

1. For Convenience. CITY/TOWN may terminate this MOU upon ninety (90) days written notice. COUNTY shall be entitled to payment for services rendered through the termination date.

2. For Cause. Should COUNTY fail to provide CITY/TOWN all or any part of the services set forth in "Exhibit A", "Exhibit A-1," "Exhibit A-2." CITY/TOWN may, at CITY/TOWN's option, terminate this agreement by written notice, which shall be in effective upon receipt by COUNTY.

Notwithstanding any other payment provision of this MOU, CITY/TOWN shall pay COUNTY for services performed to the date of termination.

13. SECTION HEADINGS. The headings of several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

14 SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to the CITY/TOWN or the COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

16. TIME IS OF THE ESSENCE. Time is of the essence in this MOU and each covenant and term is a condition herein.

17. NO WAIVER OF DEFAULT. No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this MOU to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

18. **ENTIRE AGREEMENT/MOU AND AMENDMENT.** In conjunction with the matters considered herein, this MOU contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This MOU may be altered, amended or modified only by an instrument in writing, executed by the parties to this MOU and by no other means. Each party waives its future claim, contest or assert that this MOU was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

19. **SUCCESSOR AND ASSIGNS.** All representatives, covenants and warranties set forth in this MOU, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

20. **COMPLIANCE WITH LAW.** CITY and COUNTY shall, at the sole cost and expense of each entity, comply with all County, State, and Federal ordinances, regulations and/or statutes now in force or which may hereafter be in force with regard to the MOU. The judgment of any court of competent jurisdiction, or the admission of CITY or COUNTY in any action or proceeding against either, whether either party thereto or not, that CITY or COUNTY has violated any such ordinance, regulation and/or statute, shall be conclusive of the fact as between CITY and COUNTY.

21. **CALIFORNIA LAW.** This MOU shall be governed by the laws of the State of California.

22. **EXECUTION OF COUNTERPARTS.** This MOU may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

23. **AUTHORITY.** All parties to this MOU warrant and represent that they have the power and authority to enter into this agreement in the names, titles and capacities herein state and on behalf of any entities, persons, or firms, represented or purported to be represented by such entity (ies), person(s), or firm(s) and that all formal requirements necessary or required by and state and/or federal law in order to enter into this MOU have been fully complied with. Furthermore, by entering into this MOU, CITY hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CITY is obligated, which breach would have a material effect hereon.

24. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered section of this MOU and the provisions contained in the Exhibits, the Exhibits shall prevail over those in the numbered sections. The most current MOU and/or amended version of the MOU and Exhibits shall supersede and prevail over any previous versions.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: 4/18/19

Brandon A. Criss
BRANDON A. CRISS, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: Wendy Deje
Deputy

CONTRACTOR: CITY OF MONTAGUE

Date: 5/6/19

Tiffany Lorenzini
Tiffany Lorenzini, Mayor

Date: 5/6/19

Sara Kleier
Sara Kleier, City Clerk

License No.: _____
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. _____

ACCOUNTING:

Fund Organization Account Activity Code (if applicable)
1002 202010 551400

Encumbrance number (if applicable)

If not to exceed, include amount not to exceed: \$639,600.00 (Six Hundred Thirty Nine Thousand Six Hundred and no cents)

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

FY 19/20 1002-202010-551400 NTE \$213,200.00

FY 20/21 1002-202010-551400 NTE \$213,200.00

FY 21/22 1002-202010-551400 NTE \$213,200.00

Exhibit “A” – Scope of Services

1. Delivery of Services.

The COUNTY, through the Office of the Sheriff, shall deliver General Law Enforcement Services within the incorporated limits of the City of Montague according to the terms and conditions set forth herein. It is the mission of the Sheriff’s Office to provide a high level of professional excellence; respond to calls for service promptly; protect lives and property to the best of its ability; initiate and maintain crime prevention programs and apprehend criminal offenders.

2. General Law Enforcement Services

A. General Services. The COUNTY agrees to provide general law enforcement services for CITY, as specified herein, which includes, police patrol; detective units and investigations; all auxiliary and technical services; direct supervision, support, and administrative functions; Dispatch; general traffic enforcement, accident investigation, and parking violation enforcement. Services may also include license inspection and enforcement, and any other necessary services in the field of public safety. Services provided shall not include animal control functions or enforcement of animal control ordinances.

1. Labor, Equipment and Materials. COUNTY shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to perform all duties and functions to maintain the level of service to be rendered hereunder. Notwithstanding anything contained herein, in all instances where special supplies, stationary, notices, forms and the like must be issued in the name of CITY, the same shall be supplied by CITY at CITY’S cost and expense.
2. Prosecution of Offenses. The CITY and COUNTY shall continue their existing practice regarding prosecution of offenses, with CITY responsible for prosecution and/or administering parking citations and City Ordinances, and COUNTY, through the County’s District Attorney’s Office, is responsible for the prosecution of all other offenses. There shall be no cost effect on the parties under this Section.
3. Custody and Coroner Functions. Under current law, conventional custody and Coroner functions are provided by the COUNTY’s obligation and expense throughout the County of Siskiyou regardless of incorporated or unincorporated boundaries. Coroner functions include toxicology lab test. Therefore, the CITY will not be involved for Custody or Coroner services.

B. Level of Service.

1. COUNTY Recommendation. The level of service as per Exhibit A-1, workplace and/or geographical boundaries for law enforcement services to the CITY will be recommended by the COUNTY in advance of the application period(s) of implementation, and no less than annually thereafter. The level of service refers to the sum of the direct staffing plan, support functions, equipment, capital structures, major assets, services, supplies, and other incidental costs attributable to the provisions of basic law enforcement services with the then current geographic boundaries of the City of MONTAGUE. The direct staffing plan is incorporated into this Agreement as Exhibit A-1 and will be reviewed at least annually for the applicable time period. In consultation with the CITY, the CITY may enhance the level of law enforcement services as defined under Paragraph 3, "Supplemental Law Enforcement Services." Under no circumstance will existing service levels be reduced unless upon mutual agreement by CITY and COUNTY.

COUNTY and CITY may participate in CITY'S monthly Council meeting and discuss "Public Safety issues." These meetings may be held monthly or more frequently as required. This meeting may consist of at least the following: CITY Clerk or his/her designee, two CITY Council Members, CITY Code Enforcement or his/her designee, COUNTY Sheriff's Office Supervisor or his/her designee. The purpose of this meeting will facilitate timely review and discussion of enforcement issues and other public safety concerns.

2. No CITY Modification. In the event the CITY does not wish to modify the then-existing type or level of staffing provided under the terms of this MOU, no action need be taken by CITY or COUNTY and the then existing type or level of staffing shall continue unchanged until a written request is made pursuant to this Section or otherwise modified pursuant to the terms of this MOU.
3. Cost Computation. COUNTY'S computation of costs shall be consistent with the provisions referred to in Exhibit B. Any disputes regarding the computation of costs under this Section shall be resolved by mutual agreement by both parties. The CITY shall receive written notice each year by March 1 of any anticipated increases to this MOU as to provide time for preliminary budget creation with the specific type and level of staffing and assess budgetary impacts for the succeeding year.

C. Specialized Law Enforcement Functions. Specialize law enforcement functions, such as: K-9; Search & Rescue (SAR); Hostage Negotiations; Special Response Team (SWAT/SRT); Dive Team; Hazardous Devices Team; Professional Standards (Internal Affairs Investigations); Major Crimes Investigations; Forensic Evidence Collection/Processing; Special Investigations Unit (Intelligence Gathering); Crime/Gang Intelligence Unit; and DARE and other Crime Prevention Program administration may also be provided within the City Limits as needed.

D. Service Limitations of COUNTY. All references to General Law Enforcement Services contained in this MOU are references only to services that shall be delivered under the terms of this MOU.

3. Supplemental Law Enforcement Services

A. Additional Levels of Service.

1. Definition. Additional Level(s) of Service refers to supplemental or enhancements to law enforcement services not included in, "General Law Enforcement Services," as defined in Paragraph #2 above. CITY recognizes that additional levels of service such as, but not limited to: additional security for special events, responses to natural disasters, CITY imposed enterprises, etc. may exceed previously defined general law enforcement services. These are examples of planned and/or unplanned events usually requiring supplemental, short-term law enforcement services.
2. Response. COUNTY will respond with additional levels of law enforcement service determined by the COUNTY.
3. CITY/TOWN Cost. The COUNTY will provide additional levels of law enforcement service as described in Section 3(A)(1) at regular rate to the CITY if and when it is capable of doing so. This will first be accomplished using existing staff during regular scheduled work hours if/when such services would not unreasonably interfere with the Sheriff Office's general law enforcement services to the unincorporated portions of the County and/or by requesting/using neighboring law enforcement service agencies through mutual aid. The procedures set forth herein are designed to keep CITY costs to a minimum and are consistent with current practices. Any additional services requiring overtime will be at the overtime rate specified in Exhibit "B," Section 3(B).

4. **Personnel Management.**

- A. Hiring, Training and Discipline of Staff. The hiring, training, discipline and/or control of all Sheriff's Office personnel employed under this MOU shall remain under the appropriate chain-of-command within the department. CITY may provide input in the assignment and transfer of COUNTY Sheriff's Office personnel; however, the Sheriff has the ultimate authority on the assignments of Sheriff's Office personnel.

COUNTY Sheriff shall appoint and/or designate a Sergeant or above, as CITY Chief of Police. CITY may provide input to the Sheriff for his consideration for CITY Police Chief and may also provide input on the CITY Police Chief evaluations. All persons employed in the performance of services and functions for CITY pursuant to this MOU shall be COUNTY employees.

- B. Exclusive Authority. Subject to the terms of this MOU, the Sheriff shall retain exclusive authority over the activities of his/her personnel. The planning, organization, scheduling, direction, supervision, standards of performance and discipline of Sheriff's personnel, and all other related matters incidental to the delivery of General Law Enforcement Services to the CITY shall be as determined by the Sheriff. Nothing herein shall be deemed to limit the Sheriff's authority to move, transfer and/or discipline Sheriff's Office personnel as the Sheriff's discretion deems appropriate.
- C. City Recommendations/Input. CITY may provide input and recommendations on the assignment and transfer of personnel as a consequence of services and functions performed under this MOU, and such recommendations shall be considered in good faith by the Sheriff in determining the appropriate course of action, if any. CITY will also be allowed to provide information to the CITY Police Chief in his/her preparation of COUNTY personnel providing services under this MOU.

CITY may provide input based on general citizen concerns, setting performance measures, and identify goals and objectives through direct communication based on open and honest dialogue between CITY and COUNTY. CITY Police Chief will attend CITY Public Safety meetings and CITY Council meetings to facilitate this function.

- D. Employee Pay Issues. City shall not assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services hereunder for CITY. Except as otherwise specified herein, CITY shall not be liable for Workers' Compensation claims or indemnity to any COUNTY employee for injury or sickness arising out of his or her employment with the COUNTY. Except as otherwise provided herein, no person employed by COUNTY hereunder shall have any rights to pension, civil service, or other status or right from CITY by virtue of this

MOU; and no CITY employee shall have any rights to pension, civil service or other status or right from the COUNTY by virtue of this MOU.

E. Orientation/Training. Personnel assigned to CITY pursuant to the terms of the MOU shall receive appropriate orientation on procedures, special characteristics, and needs of CITY. CITY may provide guidance on this orientation.

5. **Enforcement of State and Municipal Laws.**

The Sheriff's Office shall enforce the statutes of the State of California and the attached municipal ordinances of the City of MONTAGUE, as set forth in and defined in Exhibit "A-2". The enforcement of the attached municipal police ordinances shall be in connection with the performance of the Sheriff Office's law enforcement functions within the boundaries of the City of MONTAGUE.

6. **Mutual Cooperation.**

To facilitate the delivery of services under this MOU, COUNTY shall have full cooperation and assistance from CITY, its officers, agents and employees and the CITY shall have full cooperation and assistance from COUNTY, its officers, agents and employees. County Sheriff shall give prompt consideration and make every effort to comply with all requests regarding the delivery of law enforcement services.

7. **Maintenance of Records**

COUNTY shall keep reasonably itemized and detailed records and reports as required by law, grants and/or generally accepted accounting principles on behalf of CITY. Each COUNTY employee performing services for CITY shall record activities attributed to the City of MONTAGUE. CITY understands and accepts that various records may be destroyed after specific time periods have passed and thus may be unavailable.

8. **Monthly and Annual Reports.**

Within fifteen (15) days after the end of each calendar month, COUNTY shall provide CITY a monthly report of law enforcement service statistics. COUNTY further shall provide CITY an "annual report" due to the CITY February 1st of each following year and placed on the next available City Council Agenda in February. COUNTY and CITY may work together on modifying the format and content of these reports as needed and when practical.

Exhibit “A-1” – Staffing / Operations Plan

1. **General Law Enforcement Services: (Minimum Level of Staffing)**

The COUNTY will provide a total of 2,800 man hours annually; which includes supervision; (Sergeant or Corporal/CITY Police Chief). The Supervisor/Sergeant or Corporal, and other department administration, will provide administrative duties and shift coverage. (Refer to section 5B)

2. **Man Hours: (Minimum Level)**

Total = 2,800 (Annual – 2,800 hours of coverage)

3. **Cost:**

Fiscal Year 2019-2020 = NTE \$ 210,000.00 + overtime as specified in Exhibit B (3).

Fiscal Year 2020-2021 = NTE \$ 210,000.00 + overtime as specified in Exhibit B (3).

Fiscal Year 2021-2022 = NTE \$ 210,000.00 + overtime as specified in Exhibit B (3).

4. **Facility:**

A. Assignment/Location: All personnel assigned to provide services to CITY under this MOU will work from the main Sheriff’s Substation in the City of Montague or be dispatched from the closest Sheriff’s Office/Substation.

5. **Scheduling:**

A. Span of Coverage: The CITY Police Chief (Sergeant or Corporal/Supervisor) will schedule personnel to minimize any lapse of service and the necessity for having to call-out personnel.

B. Miscellaneous Deployment: The CITY Police Chief and/or COUNTY will have discretion to schedule personnel as necessary to best address crime suppression, officer and public safety, and other activities as required. CITY may also provide input in areas requiring additional deployment.

C. Deployment: As described in item #4, section “C,” second paragraph in “**Exhibit A**,” CITY Police Chief will attend CITY “Public Safety Meetings” and monthly CITY Council Meetings as required CITY can provide input on public safety and deployment, i.e., community awareness programs, school patrols, parolee and sex offender checks, park and other security checks, special events, etc.

D. Call Type:

1. Priority 1: In-progress call with the possibility of harm to people and/or property. Examples include: Domestic Disturbances, burglaries in progress, fighting, assaults/batteries, etc. Priority 1 calls would require a call-out if no personnel were on-duty and/or available to respond.
2. Priority 2: Urgent calls requiring a response, but not an emergency (threat to life or property). Examples include: Domestic or other disturbances where the parties are separated; crimes where there is potential of recurrence, escalation, or loss of evidence. Priority 2 calls may require a call-out if no personnel were on-duty and/or available.
3. Priority 3: Non-urgent calls where there is no risk to life or property, no risk of losing evidence, typically non-criminal incidents. Priority 3 calls will not usually require a call-out and will be referred to the first available personnel assigned to MONTAGUE.

E. Call-outs/Extended Shifts/Additional Over-time Accrual: CITY recognizes that there are circumstances and functions associated with providing law enforcement services to the CITY that require personnel to work beyond designated shifts, such as call-outs during non-covered times; extended shifts to transport prisoners, writing in-custody crime reports, attending court appearances and hearings related to CITY calls/business; extended emergency calls and/or Priority 1 and Priority 2 calls as describe in Section D (above); court appearances, etc.

1. Additional Personnel/Assistance: Priority 1 and Priority 2 calls may require a minimum of two deputies/officers.

COUNTY agrees to implement procedures to minimize this accrual. As specified in paragraph 3 section A (3) of “Exhibit A”, COUNTY will attempt to use existing staff during regular scheduled work hours if/when such services would not unreasonably interfere with the Sheriff Office’s general law enforcement services to the unincorporated portions of the County; by requesting/using neighboring law enforcement service agencies through mutual aid. Call-outs will be made at the discretion of COUNTY based on priority, urgency, and consistent with current practices.

F. Billing:

1. General Billing: Over-time accrued for CITY related calls or law enforcement services will be billed to CITY quarterly, in addition to General Law Enforcement Services as specified in "Exhibit B." The billing will include the date, time of call, type of call, (i.e. Disturbance, Domestic Dispute, Assault & Battery, Report Writing, Prisoner Transport, etc.), activity, and a case number if applicable, for identification, tracking, and future deployment analysis.
2. Other Law Enforcement Agencies: The COUNTY makes no guarantees regarding the ability to negotiate services from other law enforcement agencies on behalf of the CITY.

6. **Calls for Service Outside of CITY LIMITS:**

- A. Call-Type: CITY and COUNTY agree that personnel assigned to work during CITY designated shifts may be dispatched to leave CITY limits. This includes, but is not limited to the following circumstances:
 1. Investigation of CITY related crimes and incidents
 2. Security Check(s) of/on CITY property, e.g. Airport
 3. Transportation of prisoner(s)
 4. Priority 1 calls
 5. Priority 2 calls
 6. Court appearances
 7. Training
 8. Collateral Assignments
- B. Coverage: The COUNTY will attempt to minimize use and duration of personnel assigned to CITY for calls and/or assignments. COUNTY will also attempt to provide coverage to CITY during these incidents. Coverage may include placing personnel on telephonic stand-by, assigning other on-duty personnel to cover CITY, etc.
- C. In-kind Services: COUNTY will provide in kind services, as described herein, i.e., back-up and/or primary for Priority 1 and Priority 2 Calls in CITY limits, additional patrol, etc.

D. Authorization: Calls and/or circumstances outside of the greater Montague area requiring the use of personnel assigned to CITY will require the authorization of COUNTY Duty Commander, Watch Commander or Officer-in-Charge (OIC). The COUNTY Commander will see that coverage is maintained as necessary.

EXHIBIT "A-2"

Montague Municipal Codes enforced by SCSO

- 6.04.230** **Animal Noise.**
- 8.16.210** **Noise Disturbances prohibited.**
- 9.04.010** **Curfews – Minors**
- 9.08.020** **Firing or discharging firearm in city limits.**
- 9.10.040** **Consumption of alcoholic beverage on Public Property**
- 17.55** **Marijuana Cultivation**
- Title 10** **Vehicle and Traffic**
- General** **All other enforceable sections of the Montague Municipal Code mutually agreed upon by the City of Montague and the Siskiyou County Sheriff's Office.**

Exhibit “B” – Payment Methodology

The purpose of Exhibit B is to address contract fiscal issues.

1. General Compensation

In consideration for the services to be performed by COUNTY, CITY agrees to pay COUNTY in proportion to services satisfactorily performed as specified in Exhibit “A-1,” Section 3, the not to exceed amount of (Two Hundred Ten Thousand Dollars and no/100’s) \$210,000.00 annually for General Law Enforcement Services detailed in Exhibit “A,” Section 2. An additional amount not to exceed (Three Thousand Two Hundred Dollars and no/100’s) \$3,200.00 annually for Supplemental Law Enforcement Services as detailed in Exhibit “A,” Section 3. This results in a total not exceed amount of (Two Hundred Seventy-One Thousand Seven Hundred Fifty Dollars and no/100’s) \$213,200.00 annually.

Total costs for services performed will be based on actual time worked. The COUNTY will use an Indirect Cost Rate Proposal (ICRP) rate that includes direct and indirect costs. The ICRP is developed using OMB (the United States Office of Management and Budgets) guidelines. The rate is calculated annually in September by the COUNTY Auditor-Controller in conjunction with the Siskiyou County Sheriff. This is the rate that will be used each fiscal year.

2. Annual Recomputation of Compensation

- A. Recomputation of General Law Enforcement Services. Except as otherwise specified hereafter, the total amount charged for General Law Enforcement Services as defined in Exhibit A-1(3) is agreed upon by both parties.
- B. Material Changes to Service Level. In the event that the CITY desires to modify then-existing type or level of staffing provided under the terms of this MOU, in addition to other procedures set forth in this agreement, the CITY will make a written request to the COUNTY for changes to be applied to the succeeding fiscal year. The CITY request shall detail the specific type and level of staffing the CITY desires, with the CITY acknowledging that the costs of such services may impact the total, negotiated amount for the relevant fiscal year. COUNTY shall review said annual request within thirty (30) days of COUNTY’S receipt thereof and acknowledge acceptance or rejection by letter to the CITY Designate Representative.

COUNTY reserves the right and responsibility to maintain a minimum advisable level of service throughout the unincorporated and contract areas. Upon notice from COUNTY of acceptance or partial acceptance of said annual request, and the cost of providing the type or level of staffing therein agreed upon, the parties shall prepare and execute a written amendment to this MOU as to the terms and conditions set forth in said annual request and acceptance; all other terms set forth

in this MOU shall continue in full force and effect. In the event COUNTY rejects all or any portion of said annual request, the then-existing type and level of staffing shall remain in full force and effect, as modified by the acceptable portion of said annual request, until such time that the parties reach agreement as to the rejected portion of said annual request.

Payment Process. COUNTY will send quarterly invoices to CITY for full payment within 30 days after CITY receipt of said invoice. Charges related to services provide pursuant to “**Exhibit A-1 (3)**” will be listed separately in the quarterly invoices. CITY payment shall be made by check. A check shall be made payable to the order of, Siskiyou County Sheriff’s Office and mailed to the 305 Butte St. Yreka CA 96097, attention: Tomi Jackson, unless otherwise directed in writing by COUNTY.

If such payment is not delivered to the COUNTY office within thirty (30) days of the respective due date, COUNTY is entitled to recover interest thereon at the rate of 1.5%, monthly, commencing thirty (30) days after the due date of the invoice and continue, monthly, until such time as the payment is delivered to the COUNTY described on said invoice.

3. Supplemental Law Enforcement Services

A. Overtime/Additional Services. CITY costs for Supplemental Law Enforcement services, as defined in Exhibit “B,” Section 3, will be billed in addition to the quarterly billing of the MOU.

1. Natural Disasters – Federal/State Relief: If in the event of a natural disaster, and such event qualifies for federal or state relief under emergency declaration provisions, COUNTY will apply for compensation for services associated with the event. Should CITY file for relief on behalf of COUNTY, CITY agrees to compensate COUNTY for the cost of additional services per this MOU.

B. Billing Rate / Maximum:

RATE: \$ 64.00 per hour per employee; not to exceed **\$3,200.00** per each fiscal year, with a minimum of three (3) hours on call-outs, (Pursuant to Deputy Sheriff Memorandum of Understanding – MOU)

COUNTY and CITY agree to meet and discuss raising the annual overtime cap of **\$3,200.00** if necessary. Additions to the **\$3,200.00** overtime cap will be completed by addendum.

C. Cost Tracking & Invoicing. The actual additional costs related to providing supplemental law enforcement services will be tracked by the COUNTY.

4. **Miscellaneous**

A. Booking Fees: CITY will not be responsible for the payment of booking fees to the COUNTY.

B. Third Party Reimbursements. CITY may seek direct reimbursement of supplemental law enforcement services from a third party when applicable. An example of an applicable situation would be if CITY collected a fee or deposit from a film crew, pays the COUNTY for services provided, then charges the film crew for the expense from the deposit.

C. Other Law Enforcement Agencies. The COUNTY makes no guarantees regarding the ability to negotiate services from other law enforcement agencies on behalf of the CITY.

D. Seizure Funds. Federal and/or State forfeited funds distributed back to the Sheriff's Office stemming from cases within the incorporated areas of the CITY of MONTAGUE shall be shared with the CITY in accordance with applicable State and/or Federal laws. The distribution of funds between the COUNTY and CITY shall be negotiated on a case-by-case basis through the Designated Representatives and by mutually agreed upon terms.

Exhibit “C” – Special Indemnification & Insurance Provisions

The purpose of Exhibit C is to address liability & Insurance issues.

1. Indemnification

- A. Indemnification by CITY: CITY shall indemnify, defend and hold COUNTY and COUNTY’s agents, officers, and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorney’s fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal, ordinance or constitutional provisions, including those circumstances where COUNTY enforces municipal ordinances that are deemed or declared unconstitutional or other cause which arises out, relates to or results from the “activities, or omissions, negligent or otherwise, under this MOU of CITY, and CITY’S officers, agents, and employees.
- B. Indemnification by County. Except as is provided in Paragraph 1(A) above, COUNTY shall indemnify, defend and hold CITY, and CITY’S agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorney’s fees, for any personal injury, bodily injury, loss of life or damage to property, violation of an federal, state or municipal law, ordinance or constitutional provision, or other cause which arises under this MOU of COUNTY, and COUNTY’S officer, agents and employees.
- C. No Agency. Except as otherwise specified herein, for the purpose of this section, CITY shall not be deemed to be COUNTY’S agent and COUNTY shall not be deemed to be CITY’S agent.
- D. Notification. Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered under the terms of this section, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered by the terms hereof.
- E. Continuing Obligation. To the extent that COUNTY has agreed to indemnify, defend and hold harmless CITY, its officers, agents and employees under this MOU, said obligations shall continue to exist during the term of this MOU and subsequent to this MOU for those acts or omissions giving rise to liability which occurred during this MOU. To the extent that CITY has agreed to indemnity, defend and hold harmless COUNTY, its officers, agents and employees under this MOU, said obligations shall continue to exist during the term of this MOU and subsequent to this MOU for those acts or omissions giving rise to liability which occurred during this MOU.
- F. Insurance. Either party may purchase commercial insurance to cover its exposure hereunder, in whole or in part.

2. **Insurance**

- A. **Workers' Compensation.** COUNTY warrants that it is permissibly self-insured for workers' compensation coverage and agrees that its employees providing services to CITY pursuant to this MOU will be covered by COUNTY'S self-insurance program for all injuries arising out of or occurring in the course and scope of their employment. COUNTY reserves the right at its sole discretion to purchase a workers' compensation policy at any time during the term of this MOU.
- B. **Liability.** COUNTY warrants that it is self-insured for liability and property damage claims up to its current self-insured retention and that it purchases excess liability insurance for claims in excess of that amount. CITY shall maintain insurance against claims for liability and property damage in an amount of not less than Two Million Dollars (\$2,000,000.00), combined single limit coverage. COUNTY shall be named as an additional insured on any liability policy of CITY. The parties shall maintain such insurance coverage in full force and effect during the term of this MOU.
- C. **Proof of Insurance.** Upon request by either party, the other party shall provide evidence of the above insurance coverage, listing the other party as an additional insured. Each such insurance coverage policy shall provide that such policy may not be cancelled or changed except changed at least thirty (30) days prior written notice to the other party. The foregoing insurance coverage shall not limit the indemnification obligations for the parties as set forth in the above listed indemnification, and the failure to maintain said coverage shall constitute a material breach of this MOU.