SISKIYOU COUNTY SHERIFF'S OFFICE SERVICE AGREEMENT

FOR

LAW ENFORCEMENT, DISPATCHING, RECORDS SUPPORT

This Agreement dated this **1st day of July, 2025**, by and between the County of Siskiyou, hereinafter referred to as the "County", and the **City of Montague**, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the County for the performance of the hereinafter described as law enforcement services, dispatching, and records support, and functions within its boundaries by the County of Siskiyou, hereinafter referred to as "city limits", and

WHEREAS, the County is agreeable to rendering such services selected by the City on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provisions of Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

Service elections by the City:

Law Enforcement __x___ Dispatching __x___ Records Management __x___

NOW THEREFORE, it is agreed as follows:

1. The County agrees, through the Sheriff of the County of Siskiyou, to provide general law, and traffic, enforcement within the incorporated city limits of **Montague, California** in the manner hereinafter set forth and as provided by law including, but not limited to enforcement of appropriate City ordinances. It is specifically understood that services provided hereunder *do not* include non-emergency animal control functions and no enforcement of City ordinances in the animal control field unless a law enforcement related emergency is involved.

2. It is specifically understood between the parties hereto that all employees authorized and used in the pursuit of the provisions of this Agreement are employees of the County and, as such, are subject to the control and under the direction of the Sheriff in the performance of duty in accordance with this Agreement. The rendering of said service, the standards of performance, the discipline of officers, and matters incident to the performance of such services and the control of personnel so employed, shall remain

under the direct control of the Sheriff. In event of dispute between parties as to extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such services, the determination thereof made by the Sheriff shall be final and conclusive as between the parties hereto.

3. Subject to conditions set forth in budgetary planning, support service shall be provided by the County. Such services shall be as needed to maintain the level of services as set forth in this Agreement. County shall supply all necessary labor, supervision, equipment, communication, and supplies necessary to maintain the level of services to be rendered hereunder. Notwithstanding the foregoing, the County shall not be responsible for interpretation, drafting, or amendment of City ordinances, but rather the City shall remain responsible for those functions.

4. For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, the County, its officers, agents and employees engaged in performing any such services or functions as described in this Agreement shall have the immunities that they would normally enjoy, were they officers or employees of City, provided the services are within the scope of this Agreement and are municipal functions.

5. County, its officers and employees shall not be deemed to assume any liability for intentional or negligent acts of City or any officer, employee, or agent thereof, nor any dangerous or defective condition of the City's streets or property; and City shall hold County and its officers and employees harmless therefrom; and City shall defend County and its officers and employees against any claim predicated heron for any injury or damages resulting.

6. (a) The City is responsible for reimbursement thereof, but not directly for, providing any employment-related costs of the County employees performing services hereunder, including but not limited to, their salaries, wages, retirement, benefits, workers' compensation, or other employment-related costs or union benefits.

   (b) The City is not responsible for any injury or sickness to a County employee unless such injury arose as a result of the sole or comparative negligence or the other wrongful act or omission by the City or its employees. County agrees to defend, indemnify, and hold City harmless for any claims or actions of the type described in these subparts (a) and (b), shall bear the cost of defense, including attorneys' fees, and shall discharge and indemnify City for any resulting adverse judgment, except as otherwise provided in this subpart.

   (c) In the event that City, or its employees, have caused, or contributed to, any injury or sickness of a County employee by reason of their sole or comparative negligence, or other wrongful act or omission occurring during the performance of this Agreement,

City shall bear a pro-rata share of the cost of defense, including attorneys' fees, and shall contribute a pro-rata share of any adverse judgment for such claims based on City's percentage of fault pursuant to Government Code Section 895.6.

7. Except as otherwise expressly provided in paragraph 5 and paragraph 6, the parties hereto agree, pursuant to and as authorized by Government Code Sections 895.4 and 895.6, that in connection with the services contemplated by this Agreement and to be performed hereunder, the County shall assume all liability with respect to any third-party claims resulting from incidents that occur in accordance with performed services or actions by County, during the term of this Agreement, including the full expense of its own defense.

8. This Agreement shall not be construed as or deemed to be as Agreement for the benefit of any third party or parties, nor shall any third party have any right of action hereunder for any cause whatsoever.

9. The term of this Agreement shall be three years and shall commence on **July 1st, 2025, through June 30th, 2030,** with the option to modify or terminate through written notification, or aligning amendment sign by all parties, upon adoption by the County Board of Supervisors and the City Council. The permissions within this Agreement shall be automatically renewed on the first day of July of each and every year thereafter unless either party, at least six months prior to July 1st of any year, gives written notice of its intention not to renew said Agreement subject, however, to earlier termination as may be mutually agreed upon between the parties.

10. In consideration of all the above and provisions to the City of the above-described law enforcement services, the City promises to pay to County in the manner hereinafter set forth a sum equal to all items of costs and expense incurred by the County in providing law enforcement services to the City, in consideration of:

    (a) Safe staffing levels will be arranged by and between the Sheriff, or designee, and the City. The County shall bill in accordance with timecard comments, logs, or end of month reports as applicable, excluding Lieutenant, Undersheriff and Sheriff positions.

    (b) County shall honor employment provisions within union agreements altering applicable pay to staff assigned to City services.

    (c) It is agreed that each position is subject to leave of absence due to vacation, sick leave, compensation time off, training, holiday, etc. Staffing levels shall be maintained to the Sheriff's best abilities to ensure adequate coverage. It is understood by all parties that adequate coverage can be provided in such a way as to allow for leave of absences due to vacation, sick leave, compensation time off, training, and holidays without the need to backfill the positions. Should unforeseen

event(s) result in a possible decrease in coverage below this point, a representative from the Sheriff's Office will notify the City Manager and discuss the staffing levels and possible impacts to the City.

(d) Exclusive from patrol services, an extra-help (0.50 FTE) Administrative Lieutenant position will be established for the City, if the City desired such City presence during normal business hours, not to exceed annual ceiling set forth by County or CalPERS. This position will be billed at 100% if elected.

(e) City acknowledges law enforcement schedules, and any routine coverage, may be altered by major County incidents including but not limited to: major crimes, natural disasters, and mutual aid requests of neighboring agencies.

(f) Quarterly payments are due within thirty **(30) days** of receipt of invoice. Receipt is hereby acknowledged by the parties to equate seven (7) business days following date of mailing.

(i) Any payment dated more than 3 months beyond the due date will incur an additional 1% late fee, calculated against each applicable invoice total. Fees collected will be deposited towards the Sheriffs discretionary account supporting the canine program.

(ii) The due date shall be no less than fourteen (14) business days beyond the mailing date of each invoice.

(g) In the event of litigation to enforce provisions of all or part of this Agreement, the losing party agrees to pay all reasonable attorney's fees and costs of legal proceedings.

(h) If elected, City acknowledges reimbursable City time for law enforcement only, may include, but not be limited to straight time, call out, and overtime for activities such as, but not limited to: general patrol, special security for festivals or parades, report writing for City cases, and Court appearances for City cases, primarily located in Yreka, CA, subject to alternate locations as ordered.

(i) Costs for law enforcement services will be reimbursed for hourly actuals.

(i) City acknowledges the fixed annual contribution towards dispatch services and records management, if selected on Page 1, will be calculated following issuance of annual Payroll Projections provided by the County to the Sheriff for designated positions, to be divvyed between the most recent census count of the City, to be calculated as a rate per person, for such available services for the following fiscal year beginning on the first of July, pursuant to current census data within Section 11.

(j) County hereby confirms, any costs recovered by external funding mechanisms will not be claimed by invoice to the City.

(k) City and County agree to apply an Overhead Fee (%) to each invoice total equating applicable service totals, to account for, but not limited to, professional services, software, office and field supplies, equipment, personnel training and travel, etc.

(i) The Overhead Fee shall be fifteen percent **(15%)** as permitted within CFR Title II Section 200.414(f).

11. Census Data from (2020-2030) for Dispatch & Records fees:

(a) City population rates shall be applied to the cost and hourly contributions of service within the Recommended Payroll Projections provided to the Sheriff's Office for the upcoming fiscal year, from the County Auditor-Controller's office; based on the overall cost of each department and the specific staff assigned to such.

(b) It is the responsibility of the City to review, modify, and or approve any census data below before Agreement execution.

CITY LOCATION	2020-2030 CENSUS RESULTS	AVG SERVICES / CITIZEN
SISKIYOU (RATE / PERSON)	*44076*	
DORRIS	860	0.01951175
DUNSMUIR	1707	0.03872856
MONTAGUE	1226	0.02781559
ETNA / FT JONES	1373	0.03115074
TULELAKE	902	0.02046465

12. City hereby agrees to provide to County, for no consideration other than the execution of this Agreement, a secure office within City limits for Sheriff personnel use. City shall continue fire and any liability coverages on the referenced premises at the same limits as are in existence on the effective date of this Agreement by policies of insurance naming the County of Siskiyou, its agents, officers, and employees as additional insureds.

(a) This Agreement represents the final Agreement between the Parties regarding its subject matter and supersedes all prior and written agreements or communications. This Agreement may be amended only by a writing by both parties.

(Signatures Following)

In WITNESS WHEROF, the **City of Montague**, by resolution duly adopted by its City Council causes the Agreement to be signed by its mayor and attested by its Clerk, and the County of Siskiyou by order of its Board of Supervisors has caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board.

CITY OF MONTAGUE

By: _____

Name: Taskeshi Murakami, Mayor

Date: 9/8/26

By: _____

Name: Dave Dunn, City Administrator

By: _____

Name: Ruanna Smith, City Clerk

COUNTY OF SISKIYOU

By: _____

Name: Jeremiah LaRue, Sheriff-Coroner

Date: _____

By: _____

Name: Ray A. Haupt, Chair

Siskiyou County Board of Supervisors

Date: _____

By: _____

(Deputy)

Name: Laura Bynum, County Clerk

FUND	ORG	ACCT	ACT	NTE	SUMMARY
1003	202220	560300	121	$.01	LATE FEES
					SECTION 10(f)(i)
1002	202010	551400		$.01	FIXED & RATE PAYMENTS
					ANNUAL DISPATCH / RECORDS FEES
					OVERTIME & CALLOUTS – ACTUALS
					QUARTERLY CALCULATIONS
					EH LT RATE – ACTUALS
					QUARTERLY CALCULATIONS