

**MUNICIPAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF CALAVERAS AND
THE CITY OF ANGELS CAMP**

This Municipal Law Enforcement Services Agreement ("Agreement") is entered into this _____ day of 2016 by the County of Calaveras ("County") and the City of Angels Camp ("City").

RECITALS

Whereas the City wishes to contract with the County for the performance of dispatch services by the Calaveras County Sheriff's Office (Sheriff; and

Whereas, the County agrees to provide dispatch services on the terms and conditions set forth in this Agreement; and

Whereas, local agencies may contract with another local agency for municipal services per California Government Code §54981.

Whereas, dispatch services are police services as defined in California Government Code §54980.

Therefore in consideration of the mutual covenants and consideration set forth below, the parties mutually agree as follows:

1.0 Scope of Services

- 1.1 The County agrees, through the Sheriff's Office, to provide dispatch services to the City, located within the incorporated jurisdiction of the City of Angels Camp in Calaveras County, California.
- 1.2 The Sheriff, or the Sheriff's designee, on behalf of the County, shall have exclusive discretion to determine dispatch staffing levels and schedules for the services to be performed under this agreement.
- 1.3 The Sheriff's Office, on behalf of the County, will receive all emergency 911 calls for the City twenty-four (24) hours per day, seven (7) days per week, and three hundred and sixty five (365) days per year for the duration of the contact.
 - 1.3.1 The Sheriff's Office, on behalf of the County, will dispatch City police officers to calls for service.
 - 1.3.2 The Sheriff's Office, on behalf of the County, will conduct CLETS inquiries/entries for driver's license status, registration, wanted persons, stolen vehicles, towed vehicles, stored vehicles, missing persons, stolen property, and restraining orders.
- 1.4 The Sheriff's Office, on behalf of the County, will provide monthly reports to City on the City's calls for service, self-initiated activity, arrests, and warrants.
- 1.5 The Sheriff's Office shall provide emergency medical dispatch services in accordance with all policies, ~~procedures~~, and procedures established by its local emergency medical services agency and the State Emergency Medical Services Authority, to the extent applicable.

~~1.5~~

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2.0 Term of Agreement.

- 2.1 The term of this Agreement shall be from July 1, 201~~3~~⁶ through June 30, 201~~6~~⁹, unless earlier terminated or extended as provided herein.
- 2.2 One hundred and twenty (120) days prior to the expiration of this Agreement or any extensions thereto, the parties shall meet to discuss the possible extension of this Agreement. The parties shall reach an agreement as to the terms of any extension period no later than ~~ninety~~^{ninety} (90) days prior to the expiration of this Agreement or any extensions thereto. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

Comment [MH1]: There was both 30 and 90 days listed. I put in 90 for us.

3.0 Right of Termination.

- 3.1 Either party may terminate this Agreement with or without cause upon ninety (90) days written notice to the designated representatives set forth in Section 5.0 of this Agreement.

4.0 Payment.

- 4.1 City shall reimburse County on a quarterly basis for services performed under this agreement. The cost to the Ceity will be adjusted annually based on the change in the Consumer Price Index -- All Urban Consumers (CPI-U); San Francisco-Oakland-San Jose, CA Area using the month of April beginning with the year 2016 and ending with the year 2019. Cost to City for the performance of services are:

Comment [JM2]: Insert year beginning in 2016 ending in 2019

4.1.1 July 1, 201~~6~~³ through June 30, 201~~7~~⁴ - ~~\$128,373,137,161/year or \$32,093.25~~
~~34,290.25/quarter~~

Comment [JM3]: Who completed and verified these calculations?

~~4.1.2 July 1, 2014 through June 30, 2015 - \$130,964/year or \$32,741.00/quarter~~

~~4.1.3 July 1, 2015 through June 30, 2016 - \$133,555/year or \$33,388.75/quarter~~

Comment [JM4]: Why do we not have the subsequent year listed here for the next 3 years? Am I missing something?

Year 2 (July 2017-2018) shall be escalated based upon the CPI-U April 2017 as aforementioned;

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Year 3 (July 2018-2019) shall be escalated based upon the CPI-U April 2018 as aforementioned.

- 4.2 The Sheriff's Office will invoice the first business day after the completion of a quarter; or every three (3) months. Payment in full shall be due within thirty (30) days after the invoice date. If such payment is not delivered within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon.
- 4.3 Interest shall be at the rate of ten percent (10%) per annum, calculated from the last day of the month in which the services were performed.

5.0 Notices and Designated Representatives.

- 5.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt, or mailed by first class registered or certified mail, postage prepaid, and addressed to the parties at the following addresses and to the attention of the person named. Addresses and person to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to the County shall be addressed as follows:

Calaveras County Sheriff's Office
Attn: ~~Gary Kuntz~~^{Rick DiBasilio}, Sheriff
~~Mountain Ranch Road~~^{1045 Jeff Tuttle Drive}

San Andreas, CA 95249

Notices to the City shall be addressed as follows:

City of Angels Camp Police Department
Attn: Todd Fordahl, Chief of Police
P.O. Box 459
Angels Camp, CA 95222

5.2 The designated party representatives for this Agreement and contact information is as follows:

Calaveras County Sheriff's Office	City of Angels Camp Police Department
Section/Unit: Sheriff	Section/Unit: ACPD
Attn: Gary Kuntz	Attn: Todd
Rick DiBasilio , Sheriff	Fordahl, Chief of Police
891 Mountain Ranch Road	1045 Jeff Tuttle Drive
San Andreas, CA 95249	P.O. Box 459
Phone: (209) 754-6500	Angels Camp, CA 95222
Fax: (209) 754-6659	Phone: (209) 736-2567
	Fax: (209) 736-0517

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Comment [JM5]: 6500

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6.0 Indemnification

To the fullest extent permitted by law, County and the Sheriff's Office shall not be liable for, and the City shall defend and indemnify the County, the Sheriff's Office and its officers, agents, employees and volunteers (collectively "County Parties"), against claims, actions, proceedings, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively "Claims"), which arise out of or are in any way connected to the work covered by this Agreement or arising either directly or indirectly from any act, error, omission or negligence of the City or its officers, employees, agents, contractors, licensees or servants, including without limitation, claims caused by the sole or concurrent negligent act, error or omission, whether active or passive, of County parties.

7.0 Choice of Law and Forum

This Agreement shall be interpreted under the laws of the State of California and venue for any action shall be in Calaveras County, State of California. Notwithstanding the foregoing, neither party to this Agreement shall be deemed to waive any right or benefit it has under California Code of Civil Procedure section 394.

8.0 Amendments

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment executed by the County Board of Supervisors and an authorized representative of the City.

9.0 -Non-Waiver

The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

10.0 -Severability

If any provision of this agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this agreement shall remain in full force and effect.

11.0 Authority

The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

12.0 Entire Agreement

This Agreement and any executed Amendments thereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change in this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement.

Dated: _____

Calaveras County Board of Supervisors
~~Merita Callaway~~Cliff Edson

By: _____
Board Chair

Dated: _____

City of Angels Camp
Michael McHatten

By: _____
City Administrator

APPROVED AS TO FORM:

County Counsel

Date: _____

By: _____
~~Janis Elliott, County Counsel~~Megan Stedtfeld

City Attorney, Angels Camp

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~~2013-10100330-ACPD-1~~

Date: _____

By: _____
Derek P. Cole, City Attorney