

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 1st day of July, 2025 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; and.

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 contract.
 - 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.
- 1.5.1.6 The Parties shall maintain books, records, logs, documents, and other evidence pertaining to rendering services under this Agreement throughout the performance of services and for three (3) years following completion of services under this Agreement. The parties further

agree to allow for mutual inspection, copying and auditing of such books, records, documents and other evidence relevant to the Parties' performance of this Agreement at mutually agreeable dates and times.

2.0 Term of Agreement.

- 2.1 The term of this Agreement shall be from July 1, 2025 through June 30, 2028, 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 thirty (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.

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 City will be adjusted annually based on the change in the Consumer Price Index-All Urban Consumers (CPI-U), San Francisco-Oakland-Hayward, CA Area using the month of April beginning with the year 2025 and ending with the year 2028. Cost to City for the performance of services are: (a) July 1, 2025 through June 30, 2026 - \$190,964.48 per year, or \$47,741.12 per quarter; (b) Year 2 (July 2026- June 2027) shall be escalated based upon the CPI-U April 2026 as aforementioned; (2) Year 3 (July 2027- June 2028) shall be escalated based upon the CPI-U April 2027 as aforementioned.
- 4.2 The Sheriff's Office will invoice the first business day after the completion of a quarter; or every three 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.
- 4.4 The Parties acknowledge that the Bureau of Labor Statistics may adjust its area sample from time to time, and other factors impacting the CPI index and the substance of this Section 4.0; the Parties agree to negotiate in good faith to modify this Agreement should any such changes materially impact this Agreement. Furthermore, the Parties each stipulate and express that it is their intent for the City to fully and fairly compensate the County for its personnel and administrative costs of providing services under this Agreement; to that end, this Section 4.0 shall be modified and adjusted to reflect compensation increases due to labor negotiations, if any, from time to time during the operative periods in Section 4.1(a)-(c), above. The CPI index adjustment shall not result in a decreased fee for services.

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: Rachelle Whiting, Sheriff
1045 Jeff Tuttle Drive
San Andreas, CA 95249

Notices to the City shall be addressed as follows:

City of Angels Camp Police Department
Attn: Scott Ellis, 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
Section/Unit: Sheriff
Attn: Rachelle Whiting
891 Mountain Ranch Road
San Andreas, CA 95249
Phone: (209) 754-6552
Fax: (209) 754-6659

City of Angels Camp Police Department
Section/Unit: ACPD
Attn: Scott Ellis, Chief of Police
P.O. Box 459
Angels Camp, CA 95222
Phone: (209) 736-2567
Fax: (209) 736-0517

6.0 Indemnification

- 6.1 The County and its officers, appointed and elected officials, agents, employees, and contractors (collectively "Released Parties") shall not be deemed to have assumed any liability for the negligence or any other act or omission of the City or any of its officers, agents, employees, or contractors, the validity of its local laws, or for any act or omission of the City and its officers, elected and appointed officials, agents, employees, and contractors, and the City shall indemnify and hold the County harmless of and from all claims, demands, and liabilities of and arising from all such acts, omissions, or conditions.
- 6.2 The City shall also defend, however the complaint or cross-complaint is pled, indemnify, and hold harmless the Released Parties from all claims, demands, and liabilities whatsoever, of any kind or nature, whether economic or non-economic, however caused, arising from the County's performance of this Agreement and any addendum hereto, except the City will not indemnify the County for liabilities caused by the County's mis-feasance or non-feasance amounting to negligence, willful conduct, or a negligent or willful violation of local, state, or

- federal law in the County's performance of this Agreement as provided for in Section 6.3. This indemnity provision shall survive termination of this Agreement as to any covered claim, demand, or liability asserted and which arose while this Agreement was in effect.
- 6.3 The City's defense of the County under this Section 6.0 shall be at the City's expense, including attorney fees, costs, damages and disbursements, and with counsel approved in writing by the County notwithstanding Civil Code sec. 2778(4). Should judgment be rendered against the Released Parties, or any of them, for willful conduct, or a negligent or willful violation of local, state, or federal law in the performance of this Agreement, the City will not be required to indemnify or hold the County harmless to the extent of such liability. In such a case, the City and County agree that liability will be apportioned, and the County shall reimburse the City for the apportioned defense costs, including fees, costs, damages, and disbursements. Neither Party shall request a Jury apportionment; it shall be apportioned by the judicial officer unless otherwise agreed to by the 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

Dated: _____

Calaveras County Board of Supervisors
Martin Huberty

By: _____

Board Chair

Dated: _____

City of Angels Camp

~~Rebecca Callen~~ Pamela Caronongan

By: _____

City Administrator

APPROVED AS TO FORM:

County Counsel

Date: _____

By: _____

Jonathan Frost, Deputy County Counsel

City Attorney, Angels Camp

Date: _____

By: _____

~~Douglas L. White~~ William Creger, City Attorney