



City of Etna

AGENDA FOR THE SPECIAL MEETING OF THE ETNA CITY COUNCIL

DATE OF THE MEETING: June 1, 2026

TIME OF THE MEETING: 6:00 pm

PLACE OF THE MEETING: 442 Main Street Etna, CA

1. Call to Order
 - a. Pledge of Allegiance
 - b. Roll Call
2. Public Comment – Agenda Items Only – Public participation during a special meeting is limited to those items listed on the agenda.
3. CURRENT BUSINESS:
 - a. Discuss/Approve Rescinding 2026-2029 Fort Jones Police Contract Approved on May 26, 2026
 - b. Discuss/Approve Amending 2025-2026 Fort Jones Police Contract Price to \$TBD
4. CLOSED SESSION: The City Council will recess to Closed Session to discuss the below item(s). At the conclusion of the Closed Session, Open Session will reconvene and the reportable action, if any, will be announced. Announcement of any action taken by the City Council in Closed Session required by the Ralph M. Brown Act (Government Code §54950 et. Seq.)
 - a. Public Employment – Appointment (Pursuant to Government Code §54957)
 1. City Administrator/Manager
5. CITY COUNCIL STATEMENTS AND REQUESTS
6. ADJOURNMENT

Zoom Teleconference Information:

Phone: 1-669-444-9171 US Meeting ID: 829 0203 8109

<https://us06web.zoom.us/jc/82902038109>

The City of Etna does not discriminate based on disability in the admissions or access to, or treatment of or employment in, its programs or activities. Disability-related aids or services, including printed information in alternate formats, to enable persons with disabilities to participate in public meetings are available. If any accommodations are needed, please contact Pamela Eastlick at 530-467-5256 p.eastlick@etnaca.gov. Requests should be made as soon as possible but recommended between three days to one week prior to the scheduled meeting.

442 Main Street ♦ P.O. Box 460 ♦ Etna, CA 96027

P: 530-467-5256 ♦ F: 530-467-3217



STAFF REPORT ETNA CITY COUNCIL

To: City Council Members
From: Police Chief Josh Short
Date: June 1, 2026
Subject: 2026-2029 City of Etna & Town Fort Jones Police Agreement

RECOMMENDATION:

Staff recommends approval of the 2026-2029 City of Etna & Town of Fort Jones Police Agreement

DISCUSSION:

Since the Town of Fort Jones does not maintain its own police department, it has partnered with the City of Etna for law enforcement services. The City of Etna and the Town of Fort Jones first entered into an agreement in December 2019, establishing a six-month arrangement that continued through June 30, 2020.

Building on the success of that partnership, both communities have continued to renew and maintain contractual agreements for police services. The current agreement was developed as a three-year contract, and it is now up for renewal through 2029 to provide continued long-term stability and public safety services for the Town of Fort Jones.

FINANCIAL IMPACT:

Contractual Agreement amount: 10% increase to \$380,800

		10-40	Fund 53	10-41		
Chief	Salary	93,600	46,800	46,800	93,600	161,685
	On-Call	10,000	5,000	5,000	10,000	
	FICA	7,925	3,963	3,963	7,925	
	PERS	22,108	11,054	11,054	22,108	
	Health	13,394	6,697	6,697	13,394	
	Workers Comp	4,054	2,027	2,027	4,054	
	Emp. Tax Exp.	189	95	95	189	
	SCORE	10,414	5,207	5,207	10,414	
	Unfunded Liability		-	-	-	

Officer II	Salary	65,187	-	32,594	32,594	65,187	130,081
	On-Call	10,000		5,000	5,000	10,000	
	FICA	5,752	-	2,876	2,876	5,752	
	PERS	7,281	-	3,641	3,641	7,281	
	Health	30,469	-	15,235	15,235	30,469	
	Workers Comp	2,823		1,412	1,412	2,823	
	Emp. Tax Exp.	189	-	95	95	189	
	SCORE	8,378	-	4,189	4,189	8,378	
	Unfunded Liability						

New Hire TBD	Salary	65,187		32,594	32,594	65,187	111,829
	On-Call	10,000		5,000	5,000	10,000	
	FICA	5,752		2,876	2,876	5,752	
	PERS	7,281		3,641	3,641	7,281	
	Health	13,394		6,697	6,697	13,394	
	Workers Comp	2,823		1,412	1,412	2,823	
	Emp. Tax Exp.	189		95	95	189	
	SCORE	7,203		3,601	3,601	7,203	
	Unfunded Liability			-	-	-	

Officer I Dowling	Salary	56,763		28,382	28,382	56,763	100,741
	On-Call	10,000		5,000	5,000	10,000	
	FICA	5,107		2,554	2,554	5,107	
	PERS	6,340		3,170	3,170	6,340	
	Health	13,394		6,697	6,697	13,394	
	Workers Comp	2,459		1,229	1,229	2,459	
	Emp. Tax Exp.	189		95	95	189	
	SCORE	6,489		3,244	3,244	6,489	
	Unfunded Liability	-		-	-	-	

Lieutenant Mendes	Salary	85,530	42,765	21,382	21,382	85,530	119,942
	FICA	6,543	3,272	1,636	1,636	6,543	
	PERS	9,554	4,777	2,388	2,388	9,554	
	Health (allowance)	6,697	3,348	1,674	1,674	6,697	
	Workers Comp	3,705	1,852	926	926	3,705	
	Emp. Tax Exp.	189	95	47	47	189	
	SCORE	7,725	3,863	1,931	1,931	7,725	

Code Enforcen York	Salary	26,703		13,352	13,352	26,703	32,163
	FICA	2,043		1,021	1,021	2,043	
	PERS			-	-	-	
	Health			-	-	-	
	Workers Comp	1,157		578	578	1,157	
	Emp. Tax Exp.	189		95	95	189	
	SCORE	2,072		1,036	1,036	2,072	

TOTALS						
	Salary	366,267	89,565	114,951	161,751	366,267
	Salary PT	26,703		13,352	13,352	26,703
	On-Call	40,000	5,000	15,000	20,000	40,000
	FICA	33,122	7,234	10,963	14,925	33,122
	PERS	52,565	15,831	12,840	23,894	52,565
	Health	77,348	10,045	30,303	37,000	77,348
	Workers Comp.	17,021	3,879	5,557	7,584	17,021
	Emp. Tax Exp.	1,134	189	425	520	1,134
	SCORE	42,281	9,070	14,002	19,209	42,281
	CalPERS Unfunded	-	-	-	-	-
Dept. Totals		656,441	140,813	217,392	298,235	656,441

656,441 656,441

		2022/2023	2023/2024	2024/2025		2025/2026	2026/2027
		Total PD	Total PD	Total PD		YTD	Proposed
		358,949	509,313	538,106		579,261	595,800
		639,985	684,794	681,613		602,561	881,341
		(281,036)	(175,481)	(143,507)		(23,300)	(285,541)
New Acct #'s	Revenue						
10-000-4125	Post Reim	6,052	2,408	6,898		4,541	5,000
10-000-4130	Special PD Fees	320					-
10-000-4205	Fort Jones Contract	167,306	223,156	236,545		346,183	380,800
10-000-4206	DOJ Grant	20,000	96,000	100,000		27,000	-
53-000-4055	Interest Earnings		1,590				
53-000-4210	COPS Revenues	165,271	186,159	194,663		201,537	210,000
	Total	358,949	509,313	538,106		579,261	595,800
	Expenditures						
140-5000	Salaries Regular	212,034	208,482	209,672		188,215	366,267
140-5005	Salaries OT	6,041	1,760	16,599		8,812	
140-5010	Salaries PT	42,648	57,399	83,226		90,315	26,703
140-5015	On Call Pay	-	21,136	19,288		6,600	40,000
140-5020	Uniform Allowance	3,000	-	6,500		8,500	7,500
140-5100	SS/MC	22,190	22,468	25,957		20,018	33,122
140-5105	Sui Tax Expense	1,274	942	1,030		6,866	1,134
140-5200	PERS Retirement	34,995	33,824	38,111		30,566	52,565
140-5205	CalPERS Unfunded Liabil	23,053	22,361	24,696		27,280	30,000
140-5210	457 Retirement	1,578	1,596	2,662		3,090	3,500
140-5300	Health Ins	37,024	21,274	28,434		26,278	70,651
140-5305	Health Ins. Allow	7,188	7,912	9,022		7,750	6,697
140-5310	Workers Comp.	27,705	22,629	13,099		16,287	17,021
140-6000	Travel & Training	12,169	1,615	2,158		2,980	5,000
140-6010	Medical Exp	1,326	-	-		500	500
140-6020	ADWRP	-	-	866		315	500
140-6030	Vehicle Insurance	877	1,536	1,861		2,757	3,000
140-6040	SCORE-Liability	38,092	37,094	30,804		33,787	42,281
140-6050	Property Insurance	1,571	2,528	2,763		2,591	2,500
140-6100	Prof. & Contract Services	4,502	927	9,801		5,241	7,500
140-6110	IT Services	21,290	6,960	8,191		6,890	12,000
141-6120	Sheriff's Contract	20,500	20,500	20,500		20,500	20,500
140-6180	Attorney Fees	5,534	16,932	7,198		8,964	10,000
140-6260	Dues & Subscriptions	2,161	870	1,455		5,189	5,000
140-6290	Postal Exp	-	90	116		117	200
140-6330	Telephone	3,255	6,902	3,771		3,035	3,500
140-6340	Cellular	3,489	3,544	4,099		2,651	2,500
140-6350	Electric	1,033	1,881	2,839		1,943	3,500
140-6360	Heating	3,172	2,237	2,545		2,672	3,200
140-6420	Vehicle Maint	13,465	12,705	11,603		3,218	5,000
140-6430	Vehicle Fuel	19,491	19,138	21,208		14,024	30,000
140-6500	Maintenance & Supplies	3,312	1,110	2,376		479	2,000
140-6520	Office Supplies	1,615	3,567	1,173		2,578	2,500
140-6530	Special Supplies	49,401	15,839	18,986		9,334	15,000
140-6590	PAL(Library)	5,000	5,000	5,000		5,000	5,000
140-6590	PAL	5,000	-	-		5,000	5,000
140-8000	Capital Outlay	-	97,040	39,007		17,219	35,000
140-9000	Transfers Out (Pool)	5,000	5,000	5,000		5,000	5,000
	Total	639,985	684,794	681,613		602,561	881,341



City of Etna and Town of Fort Jones Police Services Agreement (Draft)

This Agreement of Law Enforcement Services ("Agreement") is entered into by and between the City of Etna ("Etna" hereinafter) and the Town of Fort Jones ("Fort Jones" hereinafter), both municipal corporations and general law cities located in the County of Siskiyou, State of California.

RECITALS

Whereas Etna has its own police department while Fort Jones does not.

Whereas Fort Jones desires to contract with the City of Etna to provide for police protection within its boundaries pursuant to this Agreement.

Whereas this independent contractor Agreement is entered into pursuant to provisions of Government Code Sections 55631, 55632, and 55634, and all other applicable authority.

Whereas the City of Etna and the Town of Fort Jones desire to enter into an agreement effective July 1, 2026, and ending June 30, 2029. Each year both the City of Etna and the Town of Fort Jones at least three months prior to the previous year ending date of June 30th will be reviewed and be afforded the opportunity to make suggestions and or amendments to the agreement to be approved by each city council in writing.

Whereas this agreement is an independent contractor agreement and is not a joint employer arrangement between Etna and Fort Jones.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, and for good and valuable consideration, Etna and Fort Jones agree as follows:

AGREEMENT

GENERAL PROVISIONS:

The provisions herein supersede and replace any previous Agreement or Amendments executed by the parties effective July 1, 2026.

In this Agreement, the word "Chief" means Chief of Police of the City of Etna.

The Chief of Police of Etna shall have authority over the manner and means of the overall operations and the performance of police services under this Agreement.

On or before the 1st day of April of each year of this Agreement, the Chief of Police of Etna shall consult with the Fort Jones' City Administrator and Mayor, or the Mayor's designee, regarding the police services performed.

Upon the annual consult, the parties may modify the Agreement as necessary subject to approval by the City Councils of each party ratified by written and signed addendum of this agreement.

The Chief or the Chief's designee will attend Fort Jones City Council meetings monthly and provide performance measures to the Fort Jones City Council. These performance measures should include crime statistics, response times, and traffic enforcement trends and/or significant crime report

summaries. In addition, the Chief of Police should meet quarterly with the Fort Jones City Administrator, and Mayor or Mayor's designee to discuss Fort Jones law enforcement and public safety concerns.

Etna and Fort Jones shall cooperate in the preparation and submission of applications for government law enforcement grants for police services in and for the Town of Fort Jones. Etna and Fort Jones agree that there is a mutual benefit to such efforts. Etna and Fort Jones also agree that either may independently pursue grants and shall be individually responsible, therefore.

Employee relations and related issues, including but not limited to Etna employee salaries and benefits, shall be the sole and exclusive responsibility of Etna.

SERVICE PROVISIONS:

- **General Law Enforcement Services:**

- Etna shall provide police protection services to Fort Jones for and during the term of the Agreement and any extension or extensions thereof. Services shall include the following within the jurisdiction of the Town of Fort Jones:
 - Patrol
 - Investigations of crimes
 - Completion of reports
 - Prisoner transportation
 - Responding to calls for service
 - Court appearances and testimony
 - Processing of evidence and found property
 - Traffic enforcement
 - Accident investigation
 - Traffic control
 - Investigations by Department Detective and/or Drug Task Force Detective
 - Investigation of crimes
 - Court appearances and testimony
 - Processing of evidence
 - 24-hour per day communications services include:
 - 9-1-1 service
 - Police dispatching
 - After-hours dispatching of non-police services
 - Police Records Service
 - Collateral Specialty Teams and Additional Programs/Resources offered in the City of Etna including, but not limited to, Crime Scene Investigation, and Reserve Officer Program, Explorer Cadet, and Siskiyou Unified Major Investigations Team (SUMIT), and/or North State Investigations Team (NSMIT)
 - Coordination of police resources in the event of a major disaster or emergency that necessitates the activation of the Emergency Operations Center (EOC).
 - Animal Control and impound services associated with Fort Jones animal control ordinances.

- Code enforcement services will also be provided to the Town of Fort Jones and will perform the duties associated with enforcing, creating, and monitoring city municipal ordinances.
 - Police Activities League will also continue to function throughout Scott Valley and Siskiyou County areas. A vested Fort Jones interest and inclusion will be maintained and publicly advertised.
 - Weapons confiscations under Welfare & Institutions Code §8102 and Penal Code §18400 when, in the sole discretion of the Etna Chief of Police, such confiscations are warranted under the circumstances.
- **Emergency Preparedness:**
 - In the event of a major disaster or emergency in Fort Jones that necessitates the activation of the EOC and report to the Fort Jones Director of Emergency Services (City Administrator) the Chief of Police or a Command Officer will respond as soon as possible and will assume responsibility of working with Fort Jones City officials as needed. The City of Etna shall maintain EOC and/or coordinate with the County of Siskiyou Office of Emergency Services to establish and EOC infrastructure.
 - For the purpose of performing all of the services provided for in this Agreement, Etna shall provide personnel, supervision, communications, equipment, and supplies necessary to maintain the services to be rendered; provide, however, if in the sole judgment of the Chief or his/her designee, an emergency arises in Etna which requires temporary diversion of officers and vehicles from Fort Jones, the same may be diverted to Etna on an emergency basis, and to the extent emergencies in Fort Jones require additional police support, the Chief or the Chief's staff may divert personnel and vehicles from Etna to Fort Jones for any emergencies.

AUTHORITY:

- The authority for assignment, control and discipline of Etna officers and employees and other matters incidental to the performance of services by Etna under this Agreement, and the control of Etna personnel shall remain with Etna but should include feedback and input from the mayor, city council or City Administrator, of the Town of Fort Jones.
- The Etna Chief of Police will designate a Chief of Police for the Town of Fort Jones to satisfy the provisions of Part 1, Division 3, Title 4 of the California Government Code (sections 36501, et seq.), said Chief to function and operate in conformity with the terms of this Agreement. (Attachment C.)

WORKERS' COMPENSATION LIABILITY:

- Fort Jones shall not be liable for payment of salaries, wages, or other forms of compensation to any Etna personnel performing services hereunder including personnel performing indirect services hereunder, such as police management personnel, patrol supervisors, background investigators, police communications personnel, and police clerical personnel. It is understood and agreed that for such purposes all such Etna personnel performing either direct or indirect services to Fort Jones hereunder shall be deemed employees of Etna while acting in or for Fort Jones pursuant to this Agreement. Etna shall maintain Workers' Compensation Insurance covering all Etna personnel performing services under this Agreement.

MUNICIPAL AGENCY IMMUNITIES:

- For the sole purpose of giving official status to their actions while performing municipal functions within the scope of this Agreement, every Etna officer, employee, or agent engaged in performing General Law Enforcement Services to Fort Jones shall be considered an employee of the Town of Fort Jones. This provision shall be implemented by Fort Jones Ordinance (is there a specific ordinance?). In this regard, Etna, its officers, employees, and agents engaged in performing any services or functions as described in this Agreement shall have the immunities that they would enjoy were they actual officers, employees and agents of Fort Jones provided the services are within the scope of this Agreement.

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

INDEMNIFICATION FOR WORKERS' COMPENSATION CLAIMS; PROOF OF LIABILITY INSURANCE COVERAGE:

Etna will provide Fort Jones with verification of Etna's Worker's Compensation Coverage and Liability Insurance Coverage regarding activities undertaken pursuant to this Agreement. In addition, Etna will indemnify Fort Jones for any claim made upon it by an Etna Police Department officer, agent, or employee for injury or sickness.

INDEMNITY OBLIGATIONS:

Etna shall indemnify and hold harmless Fort Jones, its officers, agents, employees and independent contractors from any claim or liability whatsoever, based or asserted upon any act or omission of Etna, its officers, agents, employees, subcontractors, and independent contractors, for property damage, bodily injury or death, or any other element of damage or any kind or nature occurring in the performance of this Agreement. Etna shall defend at its own expense and costs, including attorneys' fees, Fort Jones, its officers, agents, employees, subcontractors, and independent contractors in any legal and/or administrative action of any kind based upon such alleged acts or omissions. The duty of Etna to indemnify and save harmless as set forth in this paragraph shall include the duty to defend. All persons employed by Etna in providing general law enforcement services to Fort Jones shall be Etna employees. The indemnity hereunder extends to all costs, attorneys' fees, and expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claim, the investigation thereof, as well as the defense of any action or proceeding brought thereon, and from and against any orders, judgments or decrees which may be entered therein.

Fort Jones shall indemnify and hold harmless Etna, its officers, agents, employees, subcontractors and independent contractors from any claim or liability whatsoever based upon or asserted upon any act or omission of Fort Jones, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury or death or any other element of damage of any kind or nature occurring in the performance of this Agreement, including claims arising from enforcement of Fort Jones' Ordinances; excluding, however, such liabilities, claims, losses, damages, or expenses arising from the negligence or willful misconduct of Etna or its officers, agents, or employees. Fort Jones shall indemnify and hold harmless Etna, its officers, agents, employees, subcontractors and independent contractors from any claim or liability whatsoever based or asserted upon any act or omission of Fort Jones, its

officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury or death, or any other element of damage of any kind or nature occurring beyond the performance of the Agreement where such claim or liability bears a reasonable nexus to Etna's performance of its obligations under this Agreement; excluding, however, such liabilities, claims, losses, damages, or expenses arising from the negligence or willful misconduct of Etna or its officers, agents, or employees. By way of example, and not limiting the indemnity obligations of Fort Jones, if a dangerous condition of public property (such as an open excavation pit) caused a claim (for example If a criminal suspect was running from an Etna police officer fell in the pit), Fort Jones would owe indemnity and a duty of defense to Etna in such case. By way of further example, if a Fort Jones public works employee drove a vehicle to collide with a person who was at the side of the road because such person was stopped by an Etna police officer Incident to a traffic violation, Fort Jones would owe indemnity and a duty of defense to Etna on account of such claim. The above examples are intended to make clear that the dangerous condition, act, or omission of Fort Jones may have nothing to do with Etna's performance or providing of policing services under this Agreement, yet such dangerous conditions still fall within the scope of Fort Jones' indemnity and defense obligations to Etna because such a dangerous condition, act or omission bears a nexus to the performance of policing services under this agreement. Fort Jones shall defend at its own expense, including attorneys' fees and costs, Etna, its officers, agents, employees, subcontractors, and independent contractors in any legal and/or administrative action of any kind based upon such alleged acts or omissions. The duty of Fort Jones to indemnify and save harmless as set forth in this Paragraph shall include the duty to defend. The indemnification hereunder extends to all costs, attorneys' fees and expenses incurred in obtaining expert testimony and in the retention, transportation and attendance of such expert witnesses as well as expenses related to lay or percipient witnesses, as well as any liability incurred or arising out of any such claim, the investigation thereof, as well as the defense of any action or proceeding brought thereupon as well as from any order, judgments, verdicts, decrees or settlements which may be reached or entered thereon.

The indemnity and hold harmless provisions contained herein are binding upon the parties hereto without regard to whether any insurance coverage or the insurance policy is available for the acts and/or condition for which the indemnity has provided pursuant to this paragraph. The indemnity and hold harmless provisions contained herein shall survive the termination of this Agreement and shall continue after such termination for any liability arising out of or as a consequence of this Agreement or the performance of any services under this Agreement. Etna shall provide evidence of liability coverage to Fort Jones and Fort Jones shall provide evidence of liability coverage to Etna related to this Agreement.

Definition of Terms:

- A **"Fiscal Year"** for the purposes of this Agreement is the period of July 1 and ending on June 30.
- A **"Calendar Year"** for the purposes of this Agreement is the period beginning on January 1 and ending on December 31.
- An **"Incident"** for the purposes of this Agreement are police responses originating from telephone calls to the Dispatch Center, walk-ins at the Police lobby, Police Officer self-initiated activity and email or social media communications requiring a police officer response.

- The “**Annual Base Rate**” for the purposes of this Agreement is the monetary compensation the Town of Fort Jones agrees to pay the City of Etna annually for law enforcement services per this Agreement.
- The “**Law Enforcement Services Costs**” for the purposes of this Agreement are all the necessary and reasonable costs for the City of Etna’s police department and personnel to deliver law enforcement services to the Town of Fort Jones as agreed upon in Section 2 – Service Provisions of this Agreement. The fiscal components of the Law Enforcement Services Costs are provided in Section 8.c – Base Rate Methodology of this Agreement.

Annual Rate for Services

For the services outlined in Section 2 – Service Provisions above, Fort Jones agrees to pay Etna the annual rate of **THREE HUNDRED EIGHTY THOUSAND EIGHT HUNDRED (\$380,800)** (“Annual Rate”). The annual rate will be adjusted to cover any cost increase to Etna annually for each fiscal year, from July 1 to June 30 pursuant to provisions of Government Code Sections 55631, 55632, and 55634, and all other applicable authority. The annual rate shall be paid in advance of services provided, due on the first day of each quarter (July 1, October 1, January 1, and April 1). Each year both the City of Etna and the Town of Fort Jones will review this agreement at least three months prior to the previous year ending date of June 30th. Both parties will be afforded the opportunity to make suggestions and or amendments to this

Any additional City services furnished to Fort Jones in the event of an EOC activation disaster or emergency are not covered under this Agreement.

COPS Grant Fund/Supplemental Law Enforcement Services Fund:

In the event the Town of Fort Jones is awarded monies from the COPS – Supplemental Law Enforcement Services Fund (SLESF) from the State of California, Fort Jones will earmark those funds to the payment of this Agreement. The minimum State SLESF grant amount allocation is \$100,000 per fiscal year. The SLESF funds will be managed by the Town of Fort Jones and applied to this Agreement. The SLESF Funds are included in the total Base Rate of this Agreement and are sources for the Town of Fort Jones, or if SLESF funding is eliminated from the State Budget, Fort Jones will still be responsible for the entire Base Rate amount and accordingly will have to rely on alternative funding sources.

Significant Crimes:

In the event of a significant crime or crimes in Fort Jones which includes, but is not limited to, homicide, kidnapping, hostage event, serial assault/robbery and/or other high-level critical Incident, Etna will track the incident time for these events. When it appears to the Chief of Police, in his/her sole discretion, that a significant crime or crimes will involve a significant amount of staff hours in a calendar year, the Chief of Police will so inform the Fort Jones City Administrator and/or the City Council and discuss the necessary staffing levels and work to resolve shortages in staffing, re-allocate resources or seek supplemental funding. Any significant crimes will be reported immediately to Fort Jones City Council, and any cost increase will be monitored, tracked and accounted for during the next fiscal meeting under this agreement.

In the event of a substantial change in personnel costs to the City of Etna, including the reduction in police department workforce, such that the services provided to Fort Jones are affected, the parties

may negotiate for amended terms to this Agreement.

Additional Fees

All regular crime laboratory fees, booking fees, and fees associated with the Siskiyou County Automated Fingerprint System (Cal ID), for incidents originally occurring in Fort Jones shall be paid by the City of Etna, directly to the County of Siskiyou or the applicable public agency as part of this Agreement.

All fines, fees, restitutions, or other monies collected by Etna or the Siskiyou County Courts for incidents in Fort Jones and immediate surrounding area shall be awarded to City of Etna under this Agreement.

Fort Jones shall reimburse Etna for the costs for (i) filing, pursuing, and participating in any hearing regarding any weapons confiscation proceeding under Welfare & Institutions Code section 8102 or Penal Code section 18400, and (ii) defending any "Pitchess" motion (made under Code of Civil Procedure section 1043) made by any person who is a criminal defendant in a proceeding that involved an alleged crime committed within Fort Jones city limits. The costs required by this paragraph shall include the reasonable costs charged by the Etna City Attorney or any qualified legal counsel the City of Etna retains to handle these specialized proceedings.

No other costs of any kind, including but not limited to capital projects, construction, equipment, or unforeseen personnel actions, will be added to the costs of the services unless specifically addressed by this Agreement.

All property acquired by Etna under and pursuant to this Agreement shall be and always remain the property and responsibility of Etna without any division or distribution thereof upon termination of this Agreement, except as otherwise agreed upon in writing. Property acquired by Fort Jones shall remain the property and responsibility of Fort Jones, except as Fort Jones cedes such property to Etna for the performance of services under this Agreement.

The consideration provided to be paid to Etna will not result in any surplus money and no monies shall be subject to refund to Fort Jones at any time during or after termination of this Agreement, unless there is an overpayment, except where specifically denoted that the monies are refundable.

In the event the City of Etna is unable to acquire operational office space, including electric, water, garbage, telephone, and internet service, and parking within the Town of Fort Jones, the city of Fort Jones agrees to find and provide such space at the cost of Fort Jones and not under this Agreement.

TERM AND CANCELLATION:

This Agreement shall be effective July 1, 2026, through June 30, 2029, subject to the following cancellation provision:

The City of Etna commits to providing law enforcement services pursuant to this Agreement for the

three-year period July 1, 2026, to June 30, 2029. Thereafter, either party to this agreement may elect to terminate this Agreement without cause and thereby cancel all further obligations under this Agreement, provided however, that the canceling party shall provide to the other party at least three (3) months prior written notice in advance of the effective date of cancellation.

This Agreement may also be canceled or amended as of any date by written mutual agreement of both parties.

MISCELLANEOUS:

- No person is intended to or shall be a third-party beneficiary to this Agreement.
- Any notices required by this Agreement shall be mailed or delivered to the City of Etna at PO Box 460, Etna, California 96027, Attention: City Clerk and to the Town of Fort Jones PO Box 40, Fort Jones, California 96032, Attention: City Administrator. Either party's address may be modified by such party by giving written notice of such modification to the other party calling specific attention to this Agreement.
- If any provision of this Agreement shall be held by a Court of the State of California or of the United States of America to be invalid or not in conformity with applicable law, such provision shall be severable and such invalidity shall not impair the validity or enforceability of any other provision of this Agreement.
- The waiver of either party of any breach of this Agreement by the other party or of any term, covenant, or conditions, whether precedent or subsequent, contained within this Agreement shall not constitute a waiver of any such breach, term, covenant, or condition nor constitute a waiver of any legal right or legal defense resulting therefrom. No waiver by either party of any singular or specific right, privilege, condition, covenant, expectation of performance or legal defense under this Agreement or existing as a matter of law shall be construed as a continuing or permanent waiver.
- In the event of any dispute or legal proceeding or legal action arising out of or related to the enforcement of this Agreement, the prevailing party in such legal action or proceeding shall be entitled to an award of reasonable attorney's fees and other costs incurred in such action or proceeding, including, but not limited to, expert witness and consultant's fees, in addition to any other relief awarded by the Court, tribunal, arbitrator or trier of fact to whom the matter is submitted as the case may be.

IN WITNESS, WHEREOF, THE CITY OF ETNA and THE TOWN OF FORT JONES by separate resolutions, duly adopted by their respective City Council, have caused this Agreement to be signed by the mayors and attested by their City Clerks on the day, month, and year set forth below.

TOWN OF FORT JONES

By:

Madeleine DeAndreis, Mayor

Date

Attest:

Corinne Guidi, City Clerk

Date

Approved as to form:

Andrew Jared, Attorney

Date

CITY OF ETNA

By:

Cliff Munson, Mayor

Date

Attest:

Pamela Eastlick, City Clerk

Date

Approved as to form:

Andrew Jared, Attorney

Date