

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Sheriff's Department

BOARD AGENDA # B-8

Urgent

Routine

AGENDA DATE September 30, 2008

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval for the Sheriff to Enter into a Contract for Law Enforcement Services with the City of Waterford

STAFF RECOMMENDATIONS:

Authorize the Chair of the Board, Chief Executive Officer and the Sheriff to sign a contract with the City of Waterford for the Sheriff to continue to provide general law enforcement services.

FISCAL IMPACT:

The cost for the provision of services will be \$1,519,639. The contractual agreement includes reimbursement of \$1,339,801. The difference of \$179,838 is eighty percent (80%) of the salary and benefit cost of the Lieutenant serving as the Chief of Police in Waterford and fifty percent (50%) of the salary and benefit cost of the Sergeant directly attributed to performing County law enforcement activities. This percentage will change each year and by the end of the agreement the City will be paying 50% of the Lieutenant's position. As addressed in the recommended contract, 100% of the remaining costs for the (continued on next page)

BOARD ACTION AS FOLLOWS:

No. 2008-692

On motion of Supervisor O'Brien, Seconded by Supervisor Grover

and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, and Vice-Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: Mayfield

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No. C-8-A-6

FISCAL IMPACT (continued):

provision of law enforcement services to the City of Waterford are covered by the City.

The revenue and expense appropriations have already been included in the Sheriff's Department Fiscal Year 2008-2009 Proposed Budget submittal approved by the Board of Supervisors on June 10, 2008. There is no additional impact on the County's General Fund.

DISCUSSION:

The City of Waterford contracted with the Sheriff for law enforcement services for a term of five years beginning July 1, 1998. The original contract included a five year extension clause and the City of Waterford exercised this clause on July 1, 2003. The Sheriff has provided law enforcement services to the City of Waterford for just over 10 years. This has been a good partnership.

The Sheriff and the City have been meeting over the past year to negotiate a successor contract and have executed two single month extensions while negotiations were proceeding. The parties have now reached final agreement on all terms and conditions. This Agreement shall become effective July 1, 2008, and shall continue in full force and effect until June 30, 2013. There are no substantive changes to the contractual relationship between the Sheriff and the City. The proposed contract does not have an automatic extension clause, but does include a two year notice requirement for termination. This termination clause can be exercised by either party.

The new contract includes a provision for the City of Waterford to pay a portion of the salary for the Sheriff's Lieutenant assigned as the Chief of Police for the City of Waterford. By the end of the contract term the City will be paying 50% of the salary and benefits for the position. All other costs for providing law enforcement services are covered by the City of Waterford.

Other changes include modifications to the accounting methods for all revenues and expenditures under the contract. In the past the City paid a flat amount for services. If there was a surplus the County kept the excess in a single fund known as the Contract City Fund Balance. This fund includes monies from all four contract cities that have accumulated over time. The Contract City Fund Balance has been used for purposes that benefit law enforcement services throughout the County. The goal of the Sheriff is to reconcile the contract costs on a monthly basis and return any excess to the City at the end of each contract year. Conversely if there is any additional amount owing the City would remit payment to the County. Through increased oversight and management of the contract the Contract City Fund Balance will be eliminated and the City will only pay for the services used except for the mileage fees collected which will be retained by the County and are intended to fund the replacement of vehicles.

Approval for the Sheriff to Enter into a Contract for Law Enforcement Services with the City of Waterford
Page 3

Finally, the parties have agreed on operational adjustments for scheduling of Deputies and back-fill for absences which will not deplete the resources from the Sheriff's Main Office. In addition, the East Area Command model which is scheduled for implementation in February 2009 will allow the Area Commander and the Waterford Chief of Police Services to effectively manage the combined resources in the east county area for enhanced public safety.

All other terms and conditions for law enforcement services remain substantially the same as they have been during the 10 year partnership with the City of Waterford. The contract was reviewed and ratified by the Waterford City Council on September 18, 2008.

POLICY ISSUES:

The Board of Supervisors should determine whether or not approval of this item would be consistent with the Board priorities of a safe community and effective partnerships.

STAFFING IMPACTS:

There is no new staffing impact associated with this item as all positions assigned to the City of Waterford have been allocated in the current budget.

**AGREEMENT FOR COUNTY TO PERFORM
LAW ENFORCEMENT SERVICES
FOR THE CITY OF WATERFORD**

BOARD OF SUPERVISORS
2008 NOV 26 A 10:54

THIS AGREEMENT, is made and entered into by and between the County of Stanislaus, hereinafter called COUNTY, and the City of Waterford, hereinafter called CITY, and shall become effective on July 1, 2008.

RECITALS

WHEREAS, CITY desires to contract with COUNTY for the performance of law enforcement services and functions within its boundaries; and

WHEREAS, COUNTY agrees to contract with CITY and to perform such law enforcement services and functions as described herein and pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the performance by COUNTY for CITY of the law enforcement services and functions referenced herein will require COUNTY to incur certain costs and expenses including, but not limited, to the costs and expenses associated with general liability for the negligent or wrongful acts or omissions of COUNTY, its costs and expenses associated with workers' compensation arising out of the performance of this Agreement; and

WHEREAS, it is the intent of the parties to this Agreement that CITY shall assume all such costs and expenses, including, but not limited to, the costs associated with general liability and workers' compensation coverage; and

WHEREAS, the parties to this Agreement have the legal authority to enter into this Agreement pursuant to the provisions of Article I, Chapter 1, Part 2, Division 1,

Title 5, Sections 51300, et seq., and Chapter 5, Division 7, Title 1, Sections 6500, et seq., of the Government code of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. The aforementioned Recitals are true and correct and are deemed to be terms and conditions of this Agreement.

2. The term of this Agreement shall be from July 1, 2008, through, June 30, 2013 inclusive.

3. Subject to all the terms and conditions of this Agreement, including, but not limited to, any and all additional terms and conditions contained in any exhibit or attachment hereto, COUNTY shall perform, and CITY shall be entitled to have COUNTY perform, such law enforcement services and functions for CITY as are set forth in Exhibit A, attached hereto and incorporated herein by this reference.

4. All persons employed in the performance of this Agreement shall be employees of COUNTY. No person employed by COUNTY hereunder shall have any CITY pension, civil service, or other status of right.

5. No officer, employee or department of COUNTY shall perform for CITY any law enforcement service or function not coming within the scope of the duties of such officer, employee or department in performing such services or functions for COUNTY.

6. The Sheriff will assign a Lieutenant or higher ranking manager who will serve in the role of Chief of Police, provide on-site management and supervision of the personnel providing law enforcement services to the CITY and provide

supervision to County employees assigned on the east side of Stanislaus County as determined by the Sheriff. The Sheriff will at all times, provide a staff person that is mutually agreeable to CITY for this management assignment. In the event of a vacancy in the position of Chief of Police Services, the Sheriff will provide a list of eligible candidates to the City Manager who will fill the position. The on-site manager will attend all CITY staff and CITY council meetings as recommended or requested by the City Council and/or City Manager in order to be available to the community to discuss their needs and to maintain communication and mutual cooperation. This on-site manager will confer with the City Manager regularly to assure local control consistent with this Agreement over the quality and service and in identifying goals and programs that create a safer community.

7. COUNTY will provide all necessary support services for the staff assigned to perform the services under this Agreement with the CITY, including, but not limited to, case management, records management, and specialized training.

8. CITY will provide those services, equipment, facilities, and supplies as is set forth in Exhibit B, attached hereto and incorporated herein by this reference including, the ongoing costs of operation, replacement, repair, insurance, utilities, and any and all costs associated in making them compatible with the equipment of the Sheriff.

Beginning with the initial five-year term of contract services between the CITY and the COUNTY, the CITY transferred title to the vehicles and installed equipment to the County as noted in Exhibit B to this Agreement.

The COUNTY agrees that upon a termination of this Agreement the COUNTY will return to CITY a like number of similarly equipped vehicles. Similar vehicles are defined as a vehicle having the same functionality, upgrades, and a mileage within 5000 miles plus or minus of the current mileage of the vehicle in use. The CITY at the time of termination has the option of taking over the lease of any vehicle being leased by the COUNTY that was assigned to CITY. The mileage of the vehicles was recorded on the date of transfer to the COUNTY as noted in Exhibit B.

In addition to those vehicles described in Exhibit B, any vehicles purchased by the City of Waterford during the term of this contract shall be added to this list. Any funds collected for replacement of added vehicles through the Counties cost-per-mile charge shall also be transferred to the City.

Exhibit B shall be reviewed and updated at least annually by the Chief of Waterford Police Services and approved by the City Manager.

The COUNTY shall invoice CITY at least quarterly on a cost per mile basis for each vehicle used by Sheriff in providing police services to CITY. Said cost will include gasoline, maintenance and replacement costs of each vehicle. Said costs will be computed annually and will be the same as that charged for other COUNTY vehicles in the same class with an additional charge applied to cover the cost of insurance not already covered in the police service contract with CITY.

The current rates are reflected in Exhibit C and shall be updated each fiscal year by the COUNTY.

CITY agrees to provide to or reimburse COUNTY for any decals or special signage that is used to distinguish the vehicles with CITY markings.

Payment of moneys detailed in paragraph 8 by CITY to COUNTY is in addition to the monthly amount specified in Section 19 of this agreement.

9. CITY, its officers and employees, by this Agreement, shall not assume any liability for the direct payment of any salary or wages to any COUNTY officer or employee performing services hereunder for CITY, nor for the direct payment of compensation or indemnity to any COUNTY officer or employee for any injury to or illness of such officer or employee arising out of his employment by COUNTY, nor for the direct payment of any claims, settlements or judgments resulting or arising solely from any negligent or wrongful act or omission of COUNTY, its officers and employees in performing the services or functions provided for in this Agreement and COUNTY shall hold harmless, defend and indemnify CITY, its officers and employees against each of the foregoing.

10. COUNTY, its officers and employees, by this Agreement, shall not assume any liability for the negligent or wrongful acts or omissions of CITY, nor of any officer or employee thereof, nor for any dangerous condition of the streets or property of CITY, and CITY shall hold harmless, defend and indemnify COUNTY, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting therefrom or arising out of or in any way connected with any negligent or wrongful acts or omissions of CITY, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement. The provisions of

this paragraph are expressly applicable to any and all occurrences, which occurred or are alleged to have occurred prior to the effective date of this Agreement.

11. Unless otherwise required by this Agreement, the COUNTY shall Purchase all supplies and provide equipment, services and materials needed for its performance of law enforcement services under this Agreement; except that CITY shall, at its own expense, supply any special stationery, supplies, notices, forms, logos, insignias, name tags, badges, and/or uniforms which are to be issued in the name of the CITY.

12. Beginning in 1998 at the inception of this agreement the CITY provided to the COUNTY the use of the inventory of police equipment as identified in Exhibit B. Said equipment will be used in performance of the law enforcement operations in the CITY and will not be used for non-CITY functions unless authorized by the City Manager. Law enforcement mutual aid situations are exempt from this provision. The COUNTY agrees that upon a termination of this agreement the COUNTY will return to the CITY all items that CITY provided to the COUNTY identified in Exhibit B, and all other equipment purchased with city funds through the contract that was placed into service at Waterford Police Services, or items of equal or similar value that are being used at the time of termination. COUNTY will advise CITY when any item listed in Exhibit B becomes non-serviceable.

13. COUNTY shall utilize the existing police facility at 320 E. Street, Waterford, Ca. to provide law enforcement services to CITY, or such other facility as may be identified by the City for police services in the future. All costs for utilities and maintenance of said facility shall be responsibility of CITY, however if County staffing

to provide police services for the East Area Command requires a larger facility, County agrees to share in these costs. Both parties agree to cooperate to develop a new police facility for utilization by the COUNTY and CITY as moneys become available. This cooperation shall include funding of all aspects of the facility. CITY will set aside the police component of the public safety impact fee for a new police facility and COUNTY will allocate funds for this purpose. In the event a new shared police facility is constructed for utilization of an area command the COUNTY and CITY agree to negotiate a fair cost sharing schedule.

14. COUNTY agrees that all revenues currently received by the CITY as Revenue pertaining to police services or generated by police services will continue to be CITY revenue with the exception of Peace Officer Standards and Training reimbursement, Police Reserve revenue and individual booking fee recovery revenue. The COUNTY makes no commitment to any revenue other than they will not be diverted for COUNTY use by this agreement, except for those excluded above.

15. CITY shall pay to COUNTY the entire cost to COUNTY of performing each service and function performed by COUNTY under the terms of this Agreement as set forth in more detail in Exhibit C. Liability and insurance costs shall include a pro rata share of the COUNTY costs incurred in maintaining general and all other applicable liability insurance coverage and in self-insuring for the acts or omissions of the COUNTY, its officers and employees and a pro-rata share of the COUNTY costs incurred in insuring and self-insuring for workers' compensation.

Applicable rates for the services and functions to be performed by COUNTY and to be charged at the time of execution of this Agreement are set forth in

Exhibit C, attached hereto and incorporated herein by this reference. Except as otherwise specified hereafter, the rates charged for the performance of each service or function pursuant to this Agreement shall be recomputed annually and revised accordingly, by COUNTY pursuant to Government Code Section 51350.

In the event salaries and wages of the COUNTY officers and employees are changed at a time not coincident with the time for re-establishment of rates, the rates for salaries and wages set forth in Exhibit C shall be readjusted to reflect the appropriate rates pursuant to the effective date of the Memorandum of Understanding concerning the employees performing this Agreement. In the event insurance costs for COUNTY'S liability or workers' compensation programs are changed at a time not coincident with the time for re-establishment of rates, the rates for COUNTY liability program costs set forth in Exhibit C shall be readjusted to reflect the appropriate rates effective thirty (30) days after written notification to CITY.

16. CITY shall be notified in writing of the new rates involving salary and wage changes affecting the employees performing this Agreement as established by COUNTY within thirty (30) days after their adoption by the COUNTY Board of Supervisors.

17. COUNTY designates the Sheriff of Stanislaus County, or his designee, to represent COUNTY in all matters pertaining to the administration of this Agreement. The CITY designates its City Manager, or his designee, to represent CITY in all matters pertaining to the administration of this Agreement. Both CITY and COUNTY will provide the full cooperation and assistance of its officers, agents, and employees to each other in performance of this Agreement.

18. Any notice or notices provided for by this Agreement to be given or served upon the COUNTY shall be given or served by letter deposited in the United States Mail, postage prepaid and addressed to:

STANISLAUS COUNTY SHERIFFS DEPARTMENT
250 E. HACKETT RD 95358
MODESTO, CALIFORNIA 95358

Any notice or notices provided for by this Agreement to be given or served upon the CITY shall be given or served by letter deposited in the United States Mail, postage prepaid and addressed to:

CITY OF WATERFORD
POST OFFICE BOX 199
WATERFORD, CALIFORNIA 95386

19. COUNTY shall provide CITY within thirty (30) days of the close of each calendar month an estimated statement covering 1/12 (one-twelfth) of the annual contract amount and CITY shall pay COUNTY therefore within thirty (30) days after receipt of such statement. At the end of the twelfth (12th) month COUNTY shall provide a statement of costs for a final reconciliation in each contract year for any amount due either party. If any amount is due either party, the party owing the amount shall pay the other party within thirty (30) days after receipt of such statement.. This "true-up" method will be utilized to close each fiscal year for those items listed in Exhibit C.

Notwithstanding any provision of law to the contrary, including, but not limited to Section 907 of the California Government Code. If such payment is not received by COUNTY within thirty (30) days after rendition of billing, COUNTY may satisfy such indebtedness from any and all funds of CITY collected by COUNTY, after

giving written notice to CITY of COUNTY'S intention to do so. Both parties may, by mutual agreement between the City Administrator and COUNTY Chief Executive, or their designees, agree that the COUNTY'S submittal to the CITY of a statement of costs for services rendered under this section shall be made on a quarterly basis provided that this method of payment is not inconsistent with any other provisions of this Agreement.

20. Upon termination of this Agreement, County agrees to provide City with access to County records systems that contain law enforcement data related to activity that has occurred in the City of Waterford during the course of this Agreement. There will be no charge for police reports generated for use by Waterford's law enforcement agency, the District Attorney or other qualified government entities. The County may charge for the generation of Waterford reports to the general public, insurance companies and others as approved by County policy.

The County shall not purge any records related to Waterford's law enforcement activity generated during the course of this Agreement unless mutually agreed to, and will apply the same records retention policy to Waterford records as it does for County records. Upon termination of this Agreement, the City and County may agree to continue to utilize the County's law enforcement records systems for Waterford's law enforcement agency under a new and separate Agreement for that service.

21. All personnel provided by the Sheriff in the performance of this Agreement shall be COUNTY officers and employees while engaged in such performance. The CITY shall have no liability for any salaries, wages, workers' compensation, or incidental personnel expenses to the COUNTY beyond those specified in this Agreement.

22. COUNTY agrees that relevant records shall be made available to the CITY to audit and examine if the CITY requests such audit and examination by contacting the Sheriff or his representative at least ten (10) working days prior to the commencement of the audit and examination.

23. CITY agrees that the staffing provided for by this Agreement will need to increase if there is growth in the population of the CITY. In order to maintain the safety of officers, the staffing ratio of law enforcement will be maintained at a minimum of 0.85 sworn officers per 1000 population and CITY shall pay for the costs associated with maintaining said staffing. Sworn officer is defined as a peace officer of any rank as outlined in Penal Code section 830.1.

24. CITY and COUNTY agree that the proceeds from incidental asset forfeitures that occur in the CITY by a CITY assigned police officer, shall be allocated to the "law enforcement agency" or CITY pursuant to California asset forfeiture laws. Any proceeds from a planned activity that occurs in the CITY over which the SHERIFF has full control will be shared equally between the CITY and Sheriff unless otherwise agreed upon in advance. The proceeds from a planned and coordinated activity that occurs in the COUNTY jurisdiction, from an incident that originates within the CITY will be shared equally between the Sheriff and CITY. If assistance is provided to any other law enforcement agency either in the CITY or outside the CITY by deputies who are on duty within the CITY the Sheriff will make a good faith effort to obtain a share of any forfeiture proceeds for the CITY to offset any use of the officers. The CITY agrees that all money received under this provision will be used only as authorized in sections 11470 et. seq. of the California Health and Safety Code.

25. COUNTY reserves the right in the event of any extraordinary circumstances which require extreme expenses, to be able to apply to the CITY for a change in the terms of this Agreement as it pertains to reasonable compensation for these expenses. Extraordinary circumstances would generally be limited to prolonged situations that are outside of or exceed the general scope of local or state mutual aid agreements. Upon such application by COUNTY the CITY agrees to meet and confer in good faith with the COUNTY within fourteen (14) days from receiving such application in order to determine the additional terms to be added to this Agreement to compensate COUNTY for such extraordinary expenses.

26. CITY agrees that the CITY will provide additional funds for the policing of any event that the CITY has authorized or given consent to take place if said event requires additional law enforcement services as determined by and in the sole discretion of the Sheriff or his designee.

27. This Agreement shall become effective on July 1, 2008, and shall continue in full force and effect until June 30, 2013. If either party elects to terminate the Agreement, written notice shall be given to the other party two years prior to the effective date of termination.

28. Default. The parties agree that in the event a party to this Agreement fails to perform pursuant to the terms and conditions of this Agreement, the party to whom an obligation is owed will provide the non-performing party with at least ten (10) days prior written notice of said non-performance, upon which the non-performing party will have the opportunity to comply with the request for performance, or in the event of continued non-performance, the parties further agree to submit their

dispute to mediation within thirty (30) days after the presentation of the written notice. In the event the mediation is unsuccessful in facilitating a resolution of the parties dispute, the parties shall have the right to then pursue any and all available legal remedies.

In the event that a party to this Agreement commences litigation to enforce the performance of this Agreement, the prevailing party shall be entitled to an award of its costs of litigation, including attorney's fee.

29. Duties and Obligations Upon Termination. In the event a decision is made to terminate this Agreement, all parties shall execute any and all documents required by federal, state or county law to effectuate such dissolution.

30. The parties to this Agreement hereby authorize their respective officers and employees to do all things reasonably necessary to accomplish the purposes of this Agreement, including but not limited to, the negotiation and execution of additional agreements.

31. Miscellaneous Provisions.

(a) Modification Only in Writing. This Agreement may not be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties hereto if such amendment or changes is not in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

(b) Entire Agreement. This Agreement contains the entire Agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties, not embodied herein, or incorporated herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived,

discharged, or terminated unless the same is in writing executed by the parties after meeting and conferring in good faith.

(c) Integration. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state or county statute ordinance or regulation, the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

(d) Successors and Assigns. This Agreement shall be binding on and enforceable by and against the parties to it and their respective heirs, legal representatives, successors and assigns.

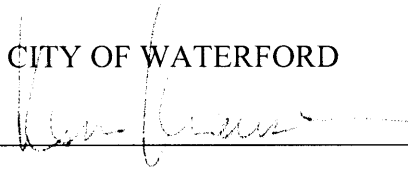
(e) Duplicate Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart, executed telecopy, fax or photocopy shall be deemed to be an original instrument, but all of which together shall constitute one and the same Agreement.

(f) Agreement to Perform Necessary Acts. Each party to this Agreement agrees to perform any further acts and execute and deliver any documents that may be necessary to carry out the provisions of this Agreement.

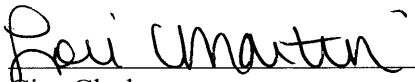
IN WITNESS WHEREOF, COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board of Supervisors and the seal of said Board to be affixed and attested by the Clerk thereof, and CITY has, by order of the City Council, caused these presents to be subscribed by the presiding officer of CITY and the seal of CITY to be affixed and attested by the Clerk thereof on the day and year first hereinabove written.

CITY OF WATERFORD

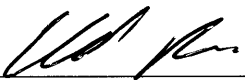
By


William Broderick-Villa, Mayor

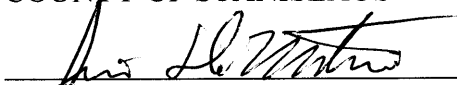
ATTEST:


City Clerk

APPROVED AS TO FORM

By 
Corbett Browning, City Attorney
City of Waterford

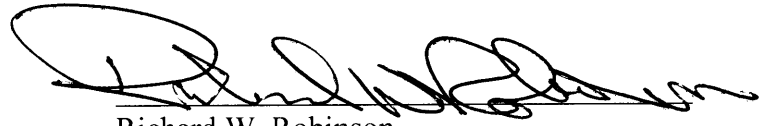
COUNTY OF STANISLAUS



Jim DeMartini Vice-Chair
Board of Supervisors

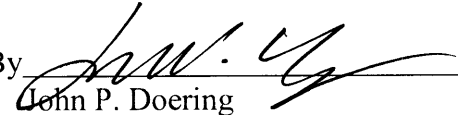


Adam Christianson, Sheriff
Stanislaus County



Richard W. Robinson
Chief Executive Officer
Stanislaus County

APPROVED AS TO FORM:

By 

John P. Doering
County Counsel

EXHIBIT A

SERVICE – GENERAL LAW ENFORCEMENT

1. General Law Enforcement Defined

- 1.1 General Law Enforcement Services consist of Patrol, Investigation, Traffic and all Auxiliary and Technical Service now produced by the Sheriff's Department in support of Patrol and Investigations.
- 1.2 All references to general Law Enforcement Services contained in this Agreement are references only to services that shall be delivered under the terms of this Agreement.

2. Delivery of Services

- 2.1 The County through its Sheriff shall provide general Law Enforcement Services within the corporate limits of the City.
- 2.2 The Sheriff shall enforce the statutes of the State of California and such Municipal Police Ordinances of the City as are of the same type or nature as ordinances of the County, which are enforced by the Sheriff in the unincorporated territory of the County.
- 2.3 Unless otherwise provided for in this Agreement, staffing levels which will be provided are identified in Exhibit C, and may be revised annually upon request and acceptance by the Sheriff.
- 2.4 The Sheriff shall provide full and automatic backfill to ensure that there is a minimum of one patrol deputy on duty 24 hours a day, seven days per week.
- 2.5 For all other staff contracted for in Exhibit C, the City shall absorb normal absences from work due to sick leave, vacation leave, training and disability or other leaves, not to exceed a total of 312 hours per fiscal year per position. Upon reaching that threshold the Sheriff shall provide either backfill, at no cost to the City, of the position(s) or a suspension of the billing for the position should backfill staff be unavailable.
- 2.6 In accordance with Waterford Municipal Code Section 2.12, the city manager shall be the immediate supervisor of the chief of police, and all policies, directives and orders from the city government to the chief of police shall be made or transmitted through the city manager as the executive head of the city government. The chief of police shall report directly to the city manager and

not to the city council, to individual members thereof, or to any other committee or commission.

- 2.7 Notwithstanding Section 2.6, the Sheriff shall maintain control of all matters relating to personnel including but not limited to scheduling, direction, supervision, standards of performance, and discipline of Sheriff's personnel. The Sheriff shall retain exclusive authority over the activities of his personnel working in the City relating to these matters.
- 2.8 The Sheriff shall give prompt consideration to all requests of the City regarding the delivery of general Law Enforcement Services. The sheriff shall make every effort to comply with these requests if they are considered within good law enforcement practices.
- 2.9 In the event of a dispute between parties regarding the extent of the duties and functions to be rendered or the minimum level or manner of performance of such law enforcement services, the determination made by the Sheriff shall be final and conclusive.
- 2.10 The City and the Sheriff shall each designate a specific individual and alternates to make or receive requests and to confer upon matters concerning the delivery of general Law Enforcement Services to the City.
- 2.11 Any vacancies will be filled using the normal procedures for filling any vacancy within the Sheriff's Department, except that any such assignment will be for a minimum of two (2) years.
- 2.12 The City understands and agrees that the Manager assigned to the City of Waterford as its Chief will also have duties and responsibilities, which pertain to County law enforcement. The cost of this position shall be shared by the City and the County as follows:

	CITY	COUNTY
July 1, 2008 through June 30, 2009	20%	80%
July 1, 2009 through June 30, 2010	40%	60%
July 1, 2010 through June 30, 2011	50%	50%
July 1, 2011 through June 30, 2012	50%	50%
July 1, 2012 through June 30, 2013	50%	50%

The County will ensure that adequate time is provided through this position to properly manage the Waterford law enforcement operation. If the time allocation changes significantly for either party, the parties will meet and confer over any adjustments to this cost sharing formula.

3. Service Level

- 3.1 The City will each year, ninety (90) days prior to the yearly anniversary of the contract, request of the Sheriff, in writing, the specific type and level of staffing of Law Enforcement Services for the succeeding year and its understanding of the cost of such services. An affirmative written reply from the Sheriff will constitute an agreement effective immediately.
- 3.2 Attached hereto and incorporated by reference herein is the level of service requested by the Waterford City Council for the current fiscal year as set forth in Exhibit C.

EXHIBIT B

PROPERTY INVENTORY

Original Vehicle Inventory

1. 1994 Ford Crown Victoria #43 Patrol vehicle K-9 (84,632 miles)
2. 1994 Ford Crown Victoria #42 Patrol vehicle (79,059 miles)
4. 1994 Ford Crown Victoria #44 (68,569 miles)
5. 1997 Ford Crown Victoria #72 Patrol vehicle (leased) ((11,627 miles)
6. 1995 Ford Crown Victoria #51 Unmarked vehicle (80,034 miles)

Vehicle Inventory as of May 1, 2008

1. 99-37 Ford Crown Victoria Police Int 97,728 miles
2. 04-01 Ford Crown Victoria Police Int 97,378 miles
3. 06-06 Ford Crown Victoria Police Int 56,643 miles
4. 07-02 Ford Crown Victoria Police Int 33,013 miles
5. 07-46 Dodge Ram 1500 18,359 miles
6. 08-36 Dodge Charger 750 miles

Other Property

1. Might Mover DUI/Seat belt enforcement trailer. Calif. Lic. E950505 (Purchased under an OTS grant, trailer is being utilized for countywide traffic enforcement. Trailer was located at Riverbank Police Services).
2. Mighty Mover Traffic Monitor Trailer, Calif. Lic. E951955 (Trailer is onsite, and being utilize)
3. Raleigh 20" bicycle, Serial #AC5K00243
4. Raleigh 18" bicycle, Serial #AC5K00186

5. Sig Sauer Semi-Automatic Model P220 45 cal. (14 each)
 - Serial #G173091
 - Serial #G173092
 - Serial #G173093
 - Serial #G173094
 - Serial #G181731
 - Serial #G181732 24ea.-7 round magazines (Used)
 - Serial #G195384 2ea.-7 round magazines (New in Box)
 - Serial #G195385
 - Serial #G174758
 - Serial #G174759
 - Serial #G173090
 - Serial #G217758
 - Serial #G217759
 - Serial #G195383

6. Sig Sauer Semi-Automatic Model P226 9mm (3 each)
 - Serial #U170875
 - Serial #U500272 5-15 round magazines (Used)
 - Serial #U500273

7. Federal Single Shot Model 201-37mm Gas Gun Serial #G24206

8. Colt 1991 A-1 Compact .45 cal. Serial #CP11824 (Calif. record shows handgun destroyed as of 7/12/2000).

9. Colt 1991 .45 cal. Semi-Auto Serial #CP21069 (Calif. record shows handgun destroyed as of 12/10/1998).

10. Sturm Ruger .44 cal. Mag Revolver Serial #500-76037 (Calif. record shows handgun destroyed as of 12/10/1998).

11. S&W 38 Model 36-1 Revolver Serial #13167 (Handgun housed at the Sheriff's Dept weapon storage on Hackett Rd).

12. Ruger Select Fire Rifle, Model Mini 14 -.223(5.56mm) cal. Serial #192-00091
 - 1-15 round magazine (Used)
 - 7-30 round magazines (Used)

13. Heckler & Koch MP5K SMG- 9mm Serial #10976 (weapon housed at the Sheriff's Dept. weapon storage on Hackett Rd.).

14. Heckler & Koch MP5 SMG Model A2-9mm Serial #62-334111 (weapon was erroneously destroyed by Sheriff's department as a result of mistaking it for a county owned weapon. Destruction confirmed by Deputy V. Bizzini).
15. Remington Pump Shotguns, Model 870 – 12 Gauge
 These weapons are listed as part of the original city inventory
 - Serial Number 1055244V
 - Serial Number S600244V
 - Serial Number S364989V
 These weapons have been acquired since the start of the contract
 - Serial Number AB499843M
 - Serial Number AB499850M
 - Serial Number W526518M
 - Serial Number 1138725V
16. Multiple Drawer Tool Kit and assortment of Hand Tools
17. Bogen Tri-Pod Model 3205 Serial #190B/BH26
18. Hanhart Stop Watches
 - Serial #8404709245
 - Serial #8527310841
19. Medium Size Metal Storage Box (Armory)
20. Prisoner Restraint "The Wrap."
21. "PR" Wood Batons (3 each) – Housed in the Armory
22. Straight Wood Batons (2 each) – Housed in the Armory
23. Premier Crown Riot Helmets w/ Shield, Model #C-3 (Found 1 of an original 8).
24. Riot Batons, 36", w/ rubber grommets (Found 3 of an original 12).
25. Motorola Portable Radios Model P200 (Located 3 of an original 5)
26. Motorola Six Position Charger for P200 Serial #NTN553619
27. Zenith 19" Color Television with built-in VCR and remote, Serial #49002251
28. Bearcat Model BC400XLT Programmable Scanner (located 2 of an original 3)
 - Serial #15000733
 - Serial #15000737

29. Radar Equipment
 - MPH Python K Band Radar Antenna Serial #PYT315001855
 - MPH Python K Band Radar Panel Serial #PYT304001304
 - MPH Python K Band Radar Antenna Serial #PYT315001870

30. Preliminary Alcohol Screening Device Alco-Sensor IV (located 2 of an original 4)
 - Serial #021815
 - Serial #027527

EXHIBIT C

CONTRACT RATES FOR CITY OF WATERFORD
2008/2009

STAFFING		<u>RATES</u>
Lieutenant	1 @ 20%	
Deputy Sheriff	7	
Sergeants	1 @ 50%	
Legal Clerk	1	913,648
OVERTIME/PER. DIEM		90,000
SERVICES AND SUPPLIES		97,623
INTERNAL SERVICE FUND		
Liability Coverage	- 3,090	
Communication Services	- 164,690	
A87 Overhead	- 280	
Stores	- 470	168,530
TOTAL COSTS: \$ 1,269,801		
PATROL VEHICLE CHARGES		Estimated: 70,000
TOTAL COST to CITY's for CONTRACT:		<u>\$ 1,339,801</u>
STANISLAUS COUNTY COSTS RELATED TO COUNTY ACTIVITIES		
Lieutenant's Salary & Benefits - 80%		
Sergeant's Salary & Benefits - 50%		
		179,838
GRAND TOTAL of CITY and COUNTY CONTRACT:		<u>\$1,519,639</u>

VEHICLE RATES 2008-2009

Cents per mile

Type of Vehicle	Fuel, Repairs, & Maintenance	Replacement	Total
Patrol	.45	.27	.72
Intermediate Sedan	.35	.18	.53
Full Size Sedan	.40	.22	.62
SUV Patrol	.50	.32	.82

**WATERFORD CITY COUNCIL
RESOLUTION 2008-73**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATERFORD
APPROVING AN AGREEMENT WITH THE STANISLAUS COUNTY TO PERFORM
LAW ENFORCEMENT SERVICES FOR THE CITY OF WATERFORD FOR A TERM
BEGINNING JULY 1, 2008 THROUGH JUNE 30, 2013**

WHEREAS, the City of Waterford, hereinafter called "CITY" has contracted for Police Services with Stanislaus County, hereinafter called "COUNTY" by approving an agreement, hereinafter called "AGREEMENT" on July 1, 1998 for a term continuing until June 30, 2003; and,

WHEREAS, the parties desired to extend the 1998 AGREEMENT extending the term of the AGREEMENT to June 30, 2008; and,

WHEREAS, the parties amended the AGREEMENT on June 19, 2008 to extend the terms of the AGREEMENT to July 31, 2008 and amended the AGREEMENT again on July 23, 2008 to extend the terms of the AGREEMENT to September 30, 2008 to allow for time to work out the terms of the new agreement for the County to perform law enforcement services to the City of Waterford; and,

WHEREAS, the parties desire to continue this relationship and enter into a new agreement, attached hereto as EXHIBIT "A", for a term beginning July 1, 2008 and continuing to June 30, 2013; and,

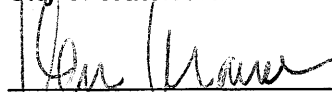
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WATERFORD DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council does hereby approve the agreement with Stanislaus County, attached hereto as EXHIBIT "A" and authorizes the Mayor or Vice-Mayor of the City of Waterford to execute on their behalf.

PASSED AND ADOPTED by the City Council of the City of Waterford at a regular meeting held on the 18th day of September 2008, by the following vote:

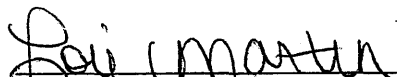
AYES: 3 Krause, Golken, Weaver
NOES: 0
ABSTAIN: 0
ABSENT: 2 Broderick-Villa, Adaco

City of Waterford



Ken Krause, Vice Mayor

ATTEST:


Lori Martin, City Clerk

APPROVED AS TO FORM:


Corbett J. Browning, City Attorney

