

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

DEPT: Sheriff's Department

BOARD AGENDA # B-9

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 Patterson

STAFF RECOMMENDATIONS:

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

FISCAL IMPACT:

The cost for the provision of services will be \$3,403,114. The contractual agreement includes reimbursement of \$3,242,763. The difference of \$160,351 is ninety percent (90%) of the salary and benefit cost of the Lieutenant serving as the Chief of Police in Patterson. 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 provision of law enforcement services to the City of Patterson are covered by the City.

(continued on page 2)

BOARD ACTION AS FOLLOWS:

No. 2008-693

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

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)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No. C-4-A-11

FISCAL IMPACT (continued):

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 Patterson 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 Patterson exercised this clause on July 1, 2003. The Sheriff has provided law enforcement services to the City of Patterson 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 Patterson to pay a portion of the salary for the Sheriff's Lieutenant assigned as the Chief of Police for the City of Patterson. 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 Patterson.

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 Patterson  
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 West Area Command model which is scheduled for implementation in February 2009 will allow the Area Commander and the Patterson Chief of Police Services to effectively manage the combined resources in the west 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 Patterson. The contract was reviewed and ratified by the Patterson City Council on September 16, 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 Patterson have been allocated in the current budget.

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

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 Patterson, 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 west 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 pursuant to Chapter 2.22 of the Patterson Municipal Code. 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 and a mileage within 5000 miles plus or minus of the current mileage of the vehicle in use. Any vehicle being leased by the COUNTY at the time of termination that is assigned to CITY, will not be replaced but the CITY will be provided the option of taking over the lease from COUNTY if no other similar vehicle is available. The mileage of the vehicles was recorded on the date of transfer to the COUNTY as noted in Exhibit B. The County further agrees to provide to the City all additional vehicles that have been placed into service into Patterson that either replaced the original vehicles transferred to the County from the City or added to the Patterson Police Services fleet during subsequent years. All equipment, including in-car computers, shall be included. For each vehicle transferred to the City upon termination of this Agreement, the City will be reimbursed the replacement mileage fee collected from the City that was intended to fund the replacement of the vehicles. The inventory of police vehicles subject to this paragraph will be identified by the most recent Patterson Police Services Quarterly Vehicle Mileage Report that has been processed at the time of termination of this Agreement, and will include any acquired vehicles by the City placed into service between the date of the most recent Quarterly Vehicle Mileage Report and the date of termination of the Agreement. Upon approval of this Agreement, the most current Patterson Police Services Quarterly Vehicle Mileage Report will be attached to the Agreement to document the vehicle inventory and mileage of those vehicles on or about July 1, 2008.

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 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 provide all supplies, 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 Patterson 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 located in, Patterson, 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 West 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 SHERIFF'S DEPARTMENT  
250 E. HACKETT RD  
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 PATTERSON  
1 PLAZA  
P.O. BOX 667  
PATTERSON, CA 95363

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 Manager 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 monthly 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 Patterson during the course of this Agreement. There will be no charge for police reports generated for use by Patterson’s law enforcement agency, the District Attorney or other qualified government entities. The County may charge for the generation of Patterson reports to the general public, insurance companies and others as approved by County policy.

The County shall not purge any records related to Patterson’s law enforcement activity generated during the course of this Agreement unless mutually agreed to, and will apply the same records retention policy to Patterson 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 Patterson'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. The City of Patterson has adopted policy to increase the staffing level to 1.5 sworn officers per 1000 population. County agrees to provide incremental increases in staffing as requested by the City up to the 1.5 sworn officers per thousand goal. The adjustments to the contract resulting from such an increase in population shall follow the procedure incorporated in Exhibit A.

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 negotiate 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.

The CITY and COUNTY shall share equally the cost of services for the annual Apricot Fiesta.

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 a 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.

(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 PATTERSON

By

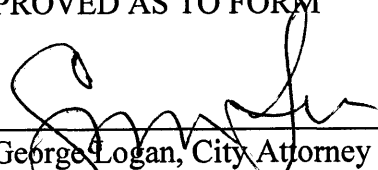
  
Becky Campo, Mayor

ATTEST:

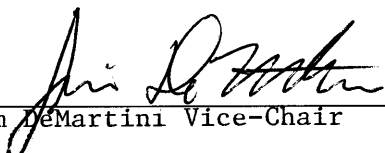
  
City Clerk

APPROVED AS TO FORM

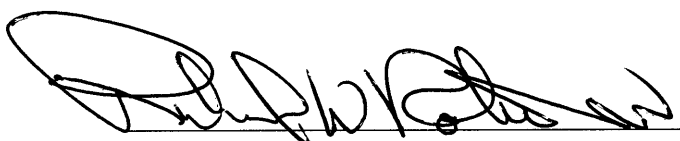
By

  
George Logan, City Attorney  
City of Patterson


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. Prosecution of State, County and City statutes and ordinances resulting from an arrest, citation or criminal complaint by a County deputy performing law enforcement for the City, shall be made by the District Attorney or County Counsel.
- 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. Fifty percent (50%) of one (1) Deputy Sheriff-Coroner position shall be designated as the relief deputy and used to provide backfill, not to exceed 1040 hours.
- 2.4 The Sheriff shall ensure that there is a minimum of two patrol deputy on duty 24 hours a day, seven days per week (two day and two night). Backfill order for these primary patrol shift deputies shall be as follows:
  1. Utilize relief deputy, not to exceed 1040 hours.
  2. Assign personnel from the Sheriff's Department.
  3. Fill with existing Patterson Police Services staff.
- 2.5 If the only option is to use other on-duty Patterson staff, such as a detective, swing shift or traffic deputy, to fill one of the required patrol shift vacancies,

then the hours lost in that other assignment shall count toward the 1040 hours, as described in Paragraph 2.3.

- 2.6 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 of the position(s) or a suspension of the billing for the position should backfill staff be unavailable.
- 2.7 In accordance with Patterson Municipal Code Section 2.22, 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.
- 2.8 Notwithstanding Section 2.4, 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.
- 2.9 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.
- 2.10 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.
- 2.11 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.
- 2.12 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 three (3) years.

- 2.13 The City understands and agrees that the Manager assigned to the City of Patterson 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	10%	90%
July 1, 2009 through June 30, 2010	20%	80%
July 1, 2010 through June 30, 2011	30%	70%
July 1, 2011 through June 30, 2012	40%	60%
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 Patterson 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 Patterson City Council for the current fiscal year as set forth in Exhibit C.

EXHIBIT B

EQUIPMENT INVENTORY  
CITY OF PATTERSON  
REVISED: DECEMBER 2007

**Computers**

12 Office Computers  
9 Mobile Computers (In-car)

**Printers**

1 HP4240 (LaserJet)  
5 HP Inkjet

**Fax Machine**

HP C6180 Fax/Scan/Copy

**Cameras**

4 Digital cameras

**Portable Radios**

20 HT1250

**Lidar & Radar**

1 Kustom Prolaser III Lidar  
3 Kustom Radar Hand-held  
2 Golden Eagle Mobile Radar

**Firearms**

1 Remington 700 Rifle w/Leopold 10x Scope (On loan to Sheriff's SWAT unit)  
10 Remington 870 12ga shotguns  
18 S&W Semi-Auto pistols  
1 Glock 18 full auto (At SOC)  
4 Ruger AC556 .223 Select Fire Rifle  
5 Colt AR-15 .223 Rifle

**Police Bikes**

(2) Schwinn Series 40 PDG



**Telephone System**

Lucent digital system w/10 desk sets

**Misc. Equipment**

12 Desks	5 Tables
1 20" TV	1 DVD Player
1 Answering Machine	2 Paper Shredders
20 File Cabinets	1 IBM Typewriter
23 Lockers	6 Bookshelves
1 Gun Safe	15 Gas Masks
1 Wet/dry Vac	2 PAZ units
1 Bull horn	1 Door Ram
8 Storage Cabinets	1 Gram scale
15 Fire Extinguishers	20 Chairs
4 Forms Cabinets	2 Scanners
1 Radar Trailer	3 Base station radios
2 Tool boxes w/tools	4 Animal catch poles
2 Bolt cutters	1 Transcription unit

Copy machine is on a county lease.

**Vehicles**

1993 Ford Crown Victoria #323 Detective vehicle (100,118 miles)

1993 Ford Crown Victoria #324 Chief's vehicle (54,444 miles)

1994 Ford Crown Victoria #325 Patrol vehicle (103,929 miles)

1994 Ford Crown Victoria #326 Patrol vehicle (86,771 miles)

1995 Chevrolet Caprice #327 Patrol vehicle (38,300 miles)

1992 Ford Bronco 4 WD #329 Patrol vehicle (84,329 miles)

EXHIBIT C

CONTRACT RATES  
CITY OF PATTERSON  
2008/2009

STAFFING		<u>RATES</u>
Lieutenant	1 @ 10%	
Deputy Sheriff	15	
Deputy Sheriff Detective	3	
Sergeants	2	
Legal Clerk	3	2,428,043
Community Services Officer	1	
OVERTIME/PER DIEM (including Backfill)		165,000
SERVICES AND SUPPLIES		87,900
INTERNAL SERVICE FUND		
Liability Coverage	- 6,890	
Communication Services	- 359,450	
A87 Overhead	- 480	366,820
<b>TOTAL COSTS:</b>		<b>\$ 2,880,194</b>
PATROL VEHICLE CHARGES		Estimated: 135,000
VEHICLE – for new CSO position		Estimated: 20,000
VEHICLE – for new Detective position		Estimated: 40,000
<b>TOTAL COST of PROPOSED CITY's CONTRACT:</b>		<b>\$ 3,252,862</b>
STANISLAUS COUNTY 90% of Lt. Salary & Benefits:		160,351
<b>GRAND TOTAL OF CITY CONTRACT:</b>		<b>\$3,403,114</b>

**VEHICLE RATES 2008-2009**

Cents per mile

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

**RESOLUTION NO. 2008-86**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PATTERSON,  
ADOPTING THE POLICE SERVICES CONTRACT WITH STANISLAUS COUNTY,  
AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE  
CONTRACT ON BEHALF OF THE CITY OF PATTERSON**

WHEREAS, Stanislaus County has been providing law enforcement services to the City of Patterson since July 1, 1998; and

WHEREAS, the City of Patterson would like to enter into a contract with Stanislaus County for Police Services effective July 1, 2008 through June 30, 2013; and

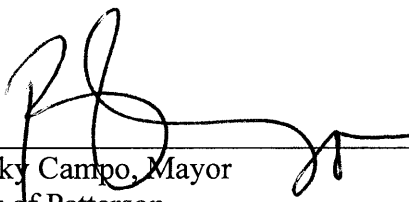
WHEREAS, The Contract has been reviewed and meets the approval of Stanislaus County (Board of Supervisors, Chief Executive Office, Sheriff Adam Christianson and County Counsel), and the City of Patterson (City Council, City Manager, Police Chief and City Counsel).

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Patterson does hereby approve by Resolution the adoption of the Police Services Contract with Stanislaus County, authorizing the City Mayor and City Manager to execute the Contract on behalf of the City of Patterson.

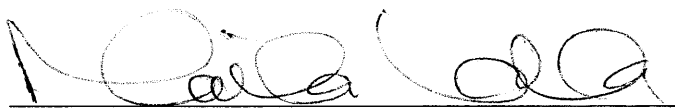
The foregoing resolution of the City Council of the City of Patterson was passed by the City Council at a regular meeting held on the 16th day of September 2008, by Councilmember Smith, who moved its adoption, which motion was duly seconded by Councilmember Cuellar, and the resolution adopted by the following vote:

AYES: Councilmembers Smith, Cuellar, Shelton, Farinha and Mayor Campo  
NOES: None  
EXCUSED: None

APPROVED:

  
\_\_\_\_\_  
Becky Campo, Mayor  
City of Patterson

ATTEST:



Maricela L. Vela, City Clerk  
City of Patterson

I hereby certify that the foregoing is a full, correct and true copy of a resolution passed by the City Council of the City of Patterson, a Municipal Corporation of the County of Stanislaus, State of California, at a regular meeting held on the 16th day of September 2008, and I further certify that said resolution is in full force and effect and has never been rescinded or modified.

DATED:

---

City Clerk of the City of Patterson

COUNTY OF SUPERVISORS  
AGREEMENT BETWEEN COUNTY OF STANISLAUS  
AND  
CITY OF PATTERSON  
JUN 16 A 10:45

For The

**SHARED USE OF COMMUNITY SERVICE OFFICERS  
AND COST SHARING OF CSO VEHICLE**

Pursuant to applicable provisions of the Agreement for Law Enforcement Services between the County of Stanislaus and the City of Patterson for the term of July 1, 2008 and June 30, 2012, the parties do hereby agree as follows:

**Section I: Personnel**

Pursuant to the Agreement For County To Perform Law Enforcement Services For The City Of Patterson, the CITY has requested the deployment of (1) Community Service Officer, commencing in the 2008-09 fiscal year. This position is funded by the City of Patterson to perform duties for the CITY as indicated on Exhibit C.

In February 2009, the Sheriff will be deploying (1) County Community Service Officer to the West Area Command, funded by the COUNTY to perform duties for the COUNTY in the unincorporated areas.

CITY and COUNTY desire to enter into an Agreement so that the CITY and COUNTY Community Service Officers jointly provide CSO services to both the CITY and COUNTY jurisdictions, thereby extending CSO services to the CITY and COUNTY seven days a week.

Management staff located at Patterson Police Services will ensure that the scheduling and deployment of both Community Service Officers will result in the equivalent of a 40 hour work week on average per jurisdiction. Supervision of Community Service Officers will be the responsibility of Patterson Police Services and West Area Command management.

**Section II: Vehicle**

The CITY and COUNTY will share equally in the purchase of a new vehicle and its equipment. This vehicle will be shared by the CITY and COUNTY Community Service Officers through out each of their work weeks.

County Fleet Service charges applied to this vehicle will be shared at a rate of 70% COUNTY and 30% CITY, to reflect the additional miles that will be generated by servicing the COUNTY jurisdiction.

Upon termination of this Agreement, or termination of the Agreement For County To Perform Law Enforcement Services For The City Of Patterson, this vehicle, or its shared

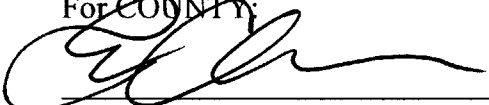
value, or its replacement, and any replacement fees collected, will be distributed back to each jurisdiction proportional to the funds collected to procure and replace said vehicle.

**Section III: Termination**

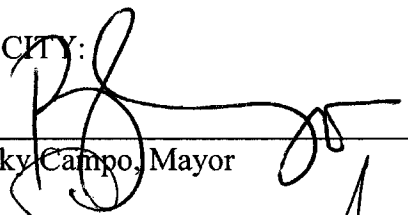
This Agreement will remain in effect for the duration of the Agreement For County To Perform Law Enforcement Services For The City Of Patterson and is contingent on both the CITY and COUNTY having the ability to provide funding for each position on an annual basis. Either party may terminate this Agreement upon thirty (30) days written notification to the other party without cause.

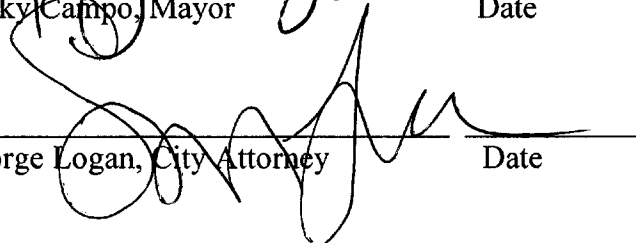
Agreed to this 14 day of January 2009

For COUNTY:

  
\_\_\_\_\_  
Adam Christianson, Sheriff - Coroner      1/14/09      Date

For CITY:

  
\_\_\_\_\_  
Becky Campo, Mayor      \_\_\_\_\_      Date

  
\_\_\_\_\_  
George Logan, City Attorney      \_\_\_\_\_      Date