

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS

ACTION AGENDA SUMMARY

DEPT: Sheriff's Department

BOARD AGENDA # *B-10

Urgent

Routine

AGENDA DATE September 13, 2011

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

[Handwritten signature and "SHERIFF" stamp]

SUBJECT:

Approval for the Sheriff to Amend the Contract for Law Enforcement Services with the City of Waterford

STAFF RECOMMENDATIONS:

1. Authorize the Chairman of the Board, Chief Executive Officer and the Sheriff to sign the amended contract with the City of Waterford for the Sheriff to continue to provide general law enforcement services.
2. Direct the Auditor Controller to make the appropriate budget modifications as indicated on the attached budget journal.

FISCAL IMPACT:

Economic conditions have changed significantly since the last contract was negotiated with the City of Waterford (City) and approved by the Board of Supervisors on September 30, 2008. The County and local governments have been hit hard by declining property and sales tax revenues which has created the need to look for new cost saving and cost recovery measures. In the current contract the City of Waterford is paying 50% of the salary and benefit costs associated with its full-time Chief of Police. If the City still had its own police department it would be paying the full cost of its Chief. In Fiscal Year 2010-2011 the cost of (continued on page 2)

BOARD ACTION AS FOLLOWS:

No. 2011-526

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

[Handwritten signature: Christine Ferraro]

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No. C-8-B-1

Approval for the Sheriff to Amend the Contract for Law Enforcement Services with the City of Waterford

FISCAL IMPACT: (continued from page 1)

the Chief of Police was \$160,620 and the City paid \$80,310. The new contract reduces the Chief from full-time to one-third time status (the other two-thirds duties are split between the City of Hughson and the County Sheriff's Department).

The total cost of the 2011-2012 law enforcement services contract is estimated to be \$1,394,066, a 3% decrease from the Fiscal Year 2010-2011 Final Adopted Budget. The contractual agreement includes reimbursement of \$1,391,913 from the City of Waterford and \$2,153 from other grants and school security services performed in the City. The City will be paying its full 33% share of the Lieutenant's position. As addressed in the recommended contract, the remaining costs for the Lieutenant will be paid by the City of Hughson and the Sheriff's Department for law enforcement services directly attributed to the City of Hughson and the County.

Appropriations in the amount of \$1,424,219 and estimated revenue of \$1,424,219 are included in the Sheriff's 2011-2012 Adopted Proposed Budget approved by the Board of Supervisors on June 7, 2011. The Proposed Budget is balanced using no Net County Cost to fund the Chief of Police. The Department will monitor revenues and expenditures and recommend adjustments in the Mid-Year Budget. The attached Budget Journal reflects the adjustments according to the new contract.

DISCUSSION:

The City of Waterford contracted with the Sheriff for law enforcement services for a term of five years beginning July 1, 1998. The current contract was approved by the Board of Supervisors on September 30, 2008 and expires on June 30, 2013.

The new contract was presented and approved by the Waterford City Council on August 18, 2011. The Sheriff has successfully partnered with the City of Waterford in providing law enforcement services for the past 13 years.

Under the amended contract (attached) the City will be sharing a police chief with the City of Hughson. The cost of the police chief will be divided into thirds with the City of Waterford, City of Hughson, and Stanislaus County each paying a third of the cost of the chief's salary and benefits. This is an example of collaboration that is becoming more and more necessary in these times of limited resources. The City of Waterford will pay \$59,094 or 33% of the cost for the police chief in Fiscal Year 2011-2012, and in Fiscal Year 2012-2013.

The changes to the contract are as follows:

- 1) Exhibit A 2.3 - Modified to reflect the City now picking up the costs related to the Chief of Police.
- 2) Exhibit A 2.12 - Modified the cost split for the Chief of Police.
- 3) Exhibit C - Modified to describe the estimated annual costs associated with the provisions of the new contract for 2011-2012.

Approval for the Sheriff to Amend the Contract for Law Enforcement Services with the City of Waterford

All other terms and conditions for law enforcement services remain substantially the same as they have been during the 13 year partnership with the City of Waterford.

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 staffing impact associated with this item as all positions assigned to the City of Waterford have been allocated in the current budget.

CONTACT:

Adam Christianson, Sheriff-Coroner. Telephone: (209) 525-7216.

**WATERFORD CITY COUNCIL
RESOLUTION 2011-83**

**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 AUGUST 1, 2011 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, 2008 for a term continuing until June 30, 2013; and,

WHEREAS, the parties amended the AGREEMENT on August 1, 2011 to reflect the arrangement with the Chief's position being shared with the City of Hughson one third of the time, and with Stanislaus County one third of the time; and,

WHEREAS, the parties desire to continue this relationship and enter into a new agreement, attached hereto as EXHIBIT "A", for a term beginning August 1, 2011 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 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 August, 2011 by the following vote:

AYES: 5 Goeken, Aldaco, VanWinkle, Krause, Day
NOES: 0
ABSTAIN: 0
ABSENT: 0

City of Waterford,


Charlie Goeken, Mayor

ATTEST:


Lori Martin, City Clerk

APPROVED AS TO FORM:


Corbett J. Browning
City Attorney

County of Stanislaus: Auditor-Controller Legal Budget Journal

Database
Set of Books

FMSDBPRD.CO.STANISLAUS.CA.US.PROD
County of Stanislaus

Balance Type	Budget
Category	* List - Text Budget - Upload
Source	* List - Text SO JMS
Currency	* List - Text USD
Budget Name	List - Text LEGAL BUDGET
Batch Name	Text
Journal Name	Text SO JV1112-02 Budget
Journal Description	Text Waterford Adjustment to Contract Rates
Journal Reference	Text Waterford Adjustment to Contract Rates
Organization	List - Text Stanislaus Budget Org

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit		Credit		Period	Line Description
								incr appropriations decr est revenue (format > number > general)	decr appropriations incr est revenue	Upper case MMM-YY List - Text	Text		
4	7	5	7	6	6	5							
Pb	0100	0028232	50000	0000000	000000	000000	000000			18,464		Sep-11	Decr Salary
Pb	0100	0028232	52000	0000000	000000	000000	000000			5,562		Sep-11	Decr Retirement
Pb	0100	0028232	52010	0000000	000000	000000	000000			1,472		Sep-11	Decr FICA
Pb	0100	0028232	53000	0000000	000000	000000	000000			3,550		Sep-11	Decr Health
Pb	0100	0028232	53020	0000000	000000	000000	000000			68		Sep-11	Decr Unemployment
Pb	0100	0028232	54000	0000000	000000	000000	000000			555		Sep-11	Decr Work Comp
Pb	0100	0028232	55100	0000000	000000	000000	000000			216		Sep-11	Decr Uniform
Pb	0100	0028232	55130	0000000	000000	000000	000000			265		Sep-11	Decr Def Comp
Pb	0100	0028232	32800	0000000	000000	000000	000000	30,152				Sep-11	Decr Revenue
Totals:								30,152		30,152			

Totals: 30,152 30,152

Explanation: Adjust Waterford's budget to match the contract

Requesting Department	CEO	Data Entry	Auditors Office Only
Dan Wirtz Signature 8/31/2011 Date	 Signature 09.06.11 Date	Keyed by Date	 Prepared By Approved By 9/6/11 Date

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

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 August 1, 2011.

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 August 1, 2011, 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 Administrator 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 Administrator 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 Administrator 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 Administrator.

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 Administrator. 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 Administrator, 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
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 August 1, 2011, 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.

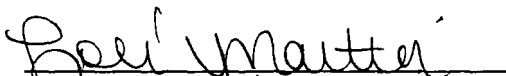
IN WITNESS WHEREOF, COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board of Supervisors and the seal of said Board to be affixed and attested by the Clerk thereof, and CITY has, by order of the City Council, caused these presents to be 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 

Charlie Goeken, Mayor

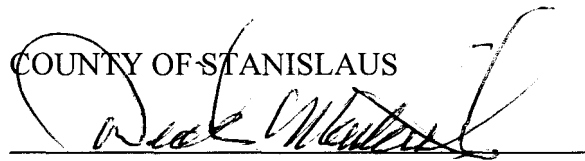
ATTEST:



City Clerk, ron martin

APPROVED AS TO FORM


By 
Corbett Browning, City Attorney
City of Waterford


COUNTY OF STANISLAUS


Dick Monteith, Chair
Board of Supervisors


Adam Christianson, Sheriff
Stanislaus County

ATTEST:


Christine Ferraro-Tallman
Clerk of the Board of Supervisors
Stanislaus County


Richard W. Robinson
Chief Executive Officer
Stanislaus County

APPROVED AS TO FORM:

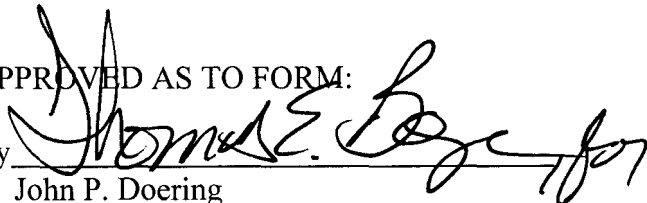
By 
John P. Doering
County Counsel

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.
 - a. Patrol One on duty 24 hours/day, 7 days/week *guaranteed*;
 - b. Clerical One, normal business hours, 8 hours/day, 5 days/week, 1604 hours per year. No backfill.
 - c. Chief 1/3 of a Chief, normal business hours, split between the County and the City of Hughson.
- 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. The current practice of allowing deputies assigned to Waterford to assist on calls outside the City will continue. If a critical incident occurs in Waterford while the Waterford deputy is assisting outside the City limits the Sheriff's Office will either dispatch another deputy to the scene or will release the Waterford deputy to respond.

- 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 Administrator 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 Administrator as the executive head of the city government. The chief of police shall report directly to the City Administrator 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 three (3) years.
- 2.12 The City understands and agrees that the Lieutenant 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:

	<u>CITY OF</u>		
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	<u>WATERFORD</u>	<u>COUNTY</u>	<u>OTHER</u>
August 1, 2011 through June 30, 2012	33%	56%	11%
July 1, 2012, through June 30, 2013	33%	45%	22%

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)
3. 1994 Ford Crown Victoria #44 (68,569 miles)
4. 1997 Ford Crown Victoria #72 Patrol vehicle (leased) ((11,627 miles)
5. 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 (purchased by the City)

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 S364989VThese weapons have been acquired by the city 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

08/10/11

**STANISLAUS COUNTY SHERIFF'S DEPARTMENT
CONTRACT RATES FOR**

**CITY OF WATERFORD
2011/2012**

	2010/2011	2011/2012	VARIANCE	%
STAFFING				
Lieutenant	0.5	0.33	(0)	-34%
Sergeants	0.5	0.5	0	0%
Deputy Sheriff/Detective	7	7	0	0%
Legal Clerk	1	1	0	0%
Total Officers including Lieutenant	8	7.83	(0.17)	-2%
Officers per 1,000 based on Population of 8,860	0.90	0.88	(0.02)	-2%
TOTAL SALARY AND BENEFITS	968,970	1,005,442	36,472	4%
OVERTIME/PER DIEM	95,685	95,541	(144)	0%
SERVICES AND SUPPLIES	77,050	71,250	(5,800)	-8%
INTERNAL SERVICE FUND				
Liability Coverage	18,160	29,640	11,480	63%
Communication Services	128,490	123,990	(4,500)	-4%
A87 Overhead	1,090	1,050	(40)	-4%
PATROL VEHICLE CHARGES (rates below)	Estimated: 65,000	65,000	0	0%
TOTAL COST OF CITY'S CONTRACT:	1,354,445	1,391,913	37,468	3%
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Costs Not Paid by CITY for Lieutenant	76,321	0	(76,321)	-100%
OVERTIME and EXTRA HELP - Billed (Grants.Schools, Security)	2,073	2,153	80	4%
GRAND TOTAL of CITY and COUNTY CONTRACT:	1,432,839	1,394,066	(38,773)	-3%

Type of Vehicle	Fuel, Repairs & Maint per mile	Replace-ment per mile	Total per mile
Patrol Car	0.47	0.26	0.73
Intermediate Sedan	0.31	0.18	0.49
Full Size Sedan	0.44	0.22	0.66
SUV Patrol	0.56	0.32	0.88