

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

DEPT: Sheriff's Department

[Handwritten signature]
[Handwritten signature] SHERIFF

BOARD AGENDA # *B-7

Urgent Routine

AGENDA DATE July 24, 2012

CEO Concur with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of an Agreement Between the City of Ceres and Stanislaus County for Crime Analyst Services

STAFF RECOMMENDATIONS:

Authorize the Chief Executive Officer to sign an agreement with the City of Ceres for Crime Analyst services.

FISCAL IMPACT:

The Sheriff's Department is requesting to contract with the City of Ceres for Crime Analyst services for the period of July 1, 2012 through June 30, 2013. The contracted amount of \$38,737 will be reimbursed to the City of Ceres Police Department by the Sheriff's Department during this period.

Existing appropriations in the Sheriff's Operations Fiscal Year 2012-2013 budget will fund this agreement and there is no additional cost to the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2012-385

On motion of Supervisor Chiesa, Seconded by Supervisor De Martini
and approved by the following vote,

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

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-2-C-3

Approval of an Agreement Between the City of Ceres and Stanislaus County for Crime Analyst Services

DISCUSSION:

As a result of declining property and sales tax revenues, the Board of Supervisors approved a reduction-in-force request presented by the Sheriff on November 2, 2010. This action became effective January 29, 2011, resulting in reduced staffing levels, including the elimination of the Sheriff's Department Crime Analyst.

The Department learned that, as a result of Measure H funding approved by the Ceres voters in Fiscal Year 2011-2012, the City of Ceres Police Department established a Crime Analyst position that is currently attached to their Street Crimes Unit. The Sheriff approached the City about sharing the position. Since the two agencies share a similar crime analysis program and the City of Ceres is surrounded by areas that impact the Sheriff's Department resources, both agencies would benefit from this partnership. The information generated by the crime analyst would benefit both agencies in effectively directing their resources to combat crime and to identify and prosecute those who prey on our communities.

With the Sheriff's Department taking responsibility for half of the costs of the position, each agency would have access to the analyst for a minimum of 20 hours per work week. The time spent on projects would be monitored by the Ceres police sergeant to whom the Crime Analyst currently reports. Scheduling of the time the analyst spends on projects for the Sheriff's Department would rest solely with the Ceres Police Department. Any issues relating to projects and priorities would be handled by Sheriff's Department and Ceres Police management personnel.

On June 11, 2012, the Ceres City Council approved an agreement allowing the Ceres Police Department to contract with the Sheriff's Department.

POLICY ISSUES:

This partnership would benefit both law enforcement agencies in effectively directing their resources to combat crime and to identify and prosecute those who prey on our communities. The Board of Supervisors should determine if approval of staff's recommendations meet the priority of A Safe Community, Effective Partnerships and Efficient Delivery of Public Services.

STAFFING IMPACT:

There are no staffing impacts associated with this agenda item.

CONTACT INFORMATION:

Adam Christianson, Sheriff-Coroner, (209) 525-7216

Attachment "A"

AGREEMENT FOR USE OF CRIME ANALYST

This Agreement is made and entered into by and between the City of Ceres, a California municipal corporation, located at 2720 Second Street, Ceres, California 95307 (hereinafter referred to as "CITY", and the County of Stanislaus, 1010 10th Street, Modesto, California 95354 (hereinafter referred to as "COUNTY"), and collectively referred to as the "PARTIES".

RECITALS

This Agreement is made with reference to the following recitals which the PARTIES acknowledge are true and correct.

- A. The City of Ceres Department of Public Safety employs a Crime Analyst.
- B. The Stanislaus County Sheriff's Office has a need to retain the services of a Crime Analyst on a regular, but not fulltime basis.
- C. The Ceres Department of Public Safety is willing to make the services of its Crime Analyst available to the Stanislaus County Sheriff's Department for the time and pursuant to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the promises, covenants and conditions contained herein, the PARTIES do agree as follows:

1. Provision of Crime Analyst Services. The CITY will make available to the COUNTY, upon request and at times convenient to the PARTIES, the services of its Crime Analyst for a maximum of twenty (20) hours per week.
2. City Employee. It is the intent of the PARTIES that for the purposes of this Agreement the Crime Analyst is, and for all purposes shall remain, an employee of the CITY. The COUNTY shall have no authority to discipline the Crime Analyst. However, the COUNTY shall report to the CITY any alleged misconduct, malfeasance or poor work performance to the CITY.
3. Reimbursement to CITY. In consideration of the provision of Crime Analyst services provided to the COUNTY under this Agreement, the COUNTY shall pay to the CITY an amount equal to twenty (20) hours per week of the regular salary and benefits of the Crime Analyst, including any increase in such benefits as may occur during the term of this Agreement. The current yearly regular salary and benefits is \$77,474. The amount reimbursed by the COUNTY to the CITY will be \$38,737. In the event of an increase in salary or benefits the CITY will give written notice of such increase to the COUNTY, and the COUNTY may elect within 30 days of the notice to terminate this Agreement.

Attachment "A"

The CITY shall send the COUNTY a statement for the amount due under this Agreement on a quarterly basis. Payment shall be made within thirty (30) days from the date of the statement.

4. Scheduling of Services. The PARTIES shall work cooperatively in scheduling the dates and times for services to accommodate the needs of both agencies.
5. Term of Agreement/Extension. The term of this Agreement shall be for a period of one year commencing July 1, 2012, and ending June 30, 2013, unless sooner terminated by thirty (30) days written notice to the other PARTY. The Agreement may be extended administratively by the CITY for two (2) additional periods of one (1) year each.
6. Notice. Should written notice be required pursuant to this Agreement, such notice shall be deemed to have been received by the PARTY to whom it is given three (3) days after its deposit in the US mail addressed to the PARTIES at the following addresses:

CITY OF CERES	COUNTY OF STANISLAUS
ATTN: CHIEF OF POLICE	ATTN: SHERIFF
2720 SECOND STREET	250 E. HACKETT ROAD
CERES, CA 95307	MODESTO, CA 95355
7. Entire Agreement. This Agreement constitutes the entire agreement between the PARTIES. No prior agreement of the PARTIES regarding the subject matter of this Agreement whether oral or in writing shall be of any force or effect. The terms and conditions of this Agreement may be modified or changed only by a subsequent agreement in writing executed by the PARTIES.
8. No Partnership or Joint Venture. Neither PARTY to this Agreement intends to create any form of partnership, joint venture, or other relationship between the PARTIES apart from that of independent contracting PARTIES. Neither PARTY has the authority to bind the other PARTY.
9. No Assignment. The COUNTY may not assign this Agreement to any other person or agency without the express consent of the CITY in writing.
10. Waiver. Any waiver of any provision in this Agreement shall be void unless it is in writing and signed by the PARTY making the waiver. Any waiver of a breach of this Agreement shall not be deemed a waiver of a similar or the same breach.
11. Attorney's Fees. In the event of any litigation between the parties involving the terms and conditions of this Agreement, the prevailing PARTY shall be entitled to an award of reasonable attorney fees and litigation costs.

Attachment "A"

12. Applicable Law. This Agreement shall be construed and governed by the laws of the State of California.

Dated July 24, 2012

Dated _____, 2012

COUNTY OF STANISLAUS

CITY OF CERES

By Monica Nino Title
Chief Executive Officer

By Art de Werk
Art de Werk, City Manager

APPROVED AS TO FORM
County Counsel

APPROVED AS TO FORM

By Dean Wright
Dean Wright
Deputy County Counsel

Michael Lyons
Michael Lyons, Ceres City Attorney