THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS					
ACTION AGENDA SUMMAF	RY				
DEPT: Sheriff's Department	BOARD AGENDA #				
Urgent Routine SHCRIF	AGENDA DATE February 25, 2014				
CEO Concurs with Recommendation YES NO (Information Attached)	4/5 Vote Required YES 🔳 NO 🕅				
(mongation Attached)					

SUBJECT:

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

STAFF RECOMMENDATIONS:

- 1. Authorize the Chair of the Board and the Sheriff to sign a contract with the City of Patterson for the Sheriff to continue providing general law enforcement services.
- 2. Direct the Auditor Controller to make the appropriate budget modifications as indicated on the attached budget journal.
- 3. Amend the Salary and Position Allocation Resolution to reflect the addition of one Sergeant to the Sheriff Contract Cities budget to be effective the start of the next pay period.

FISCAL IMPACT:

The estimated cost for the provision of staffing, overtime, services and supplies, SR911 Dispatch services, patrol vehicle and internal service fund charges will be \$4,299,256 for the City of Patterson. This is a 9% increase for the City of Patterson over the 2012-2013 Fiscal Year budget.

Continued on Page 2

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BOARD ACTION AS FOLLOWS:

No. 2014-76

	of Supervisor Withrow red by the following vot	, Seconded by Supervisor <u>O'Brien</u> e.
		Withrow Monteith, and Chairman De Martini
	ervisors:	
	Absent: Supervisors:	
Abstaining	: Supervisor:	None
1) <u>X</u>	Approved as recomme	nded
2)	Denied	
3)	Approved as amended	
4)	Other:	
MOTION:		

CHRISTINE FERRARO TALLMAN, Clerk

Approval for the Sheriff to Enter into a Contract for Law Enforcement Services with the City of Patterson Page 2

#### FISCAL IMPACT CONTINUED:

Of the total estimated revenue, the City of Patterson will reimburse the County \$4,219,867 and agreements for school security and security of contractual events will fund \$41,445. The contract includes funding from the City of Patterson for an additional Sergeant and an increase of the Chief of Police's time spent in the City of Patterson from 50% to 80%. The City of Patterson will reimburse the County the entire cost of these and all positions. The 20% or \$37,944 of the Chief of Police's time is on a specialty team assignment for the Sheriff's Department, which is funded by net county cost in the Sheriff – Contract Cities budget.

Estimated revenue of \$3,908,695 and appropriations of \$4,004,802 have already been included in the Sheriff's Department Fiscal Year 2013-2014 Adopted Final Budget approved by the Board of Supervisors on September 10, 2013. On December 17, 2013 the Board of Supervisors approved an increase in appropriations and estimated revenue of \$43,000 for the purchase of a traffic motorcycle for the City of Patterson. Due to prior year end carry over of encumbrances and the increase in salary costs, it is requested the Sheriff – Contract Cities budget be increased in estimated revenue by \$309,617 and increased in appropriations by \$251,454.

#### DISCUSSION:

The County currently has law enforcement contracts with four incorporated cities which include the Cities of Hughson, Waterford, Patterson and Riverbank. With the exception of Riverbank, all of the other law enforcement agreements expired at the end of the 2012-2013 Fiscal Year and have been operating on a month to month basis. The Sheriff, with requests from the Cities of Hughson, Waterford and Patterson, extended the existing law enforcement agreements under the same terms and conditions until new multi-year agreements were prepared and approved for renewal.

In anticipation of the expiration of the law enforcement agreement, staff from the Sheriff's Department, County Counsel, Chief Executive Office and the Cities began discussions on the new contract. The County met with all four cities about having a standardized agreement so that they were all in similar format for simplicity and consistency with exhibits customized to each city's desired level of service and accompanying staffing plan, property inventory and annual budget.

The negotiation with the cities in working toward a standardized agreement delayed completion of the contract by the expiration date. Upon agreement on the contract language, the Cities of Hughson, Waterford and Patterson took the contract to their respective councils. While the City of Riverbank was included in the review of the contract, their current contract does not expire until June of 2015.

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

The contracts for the City of Hughson and City of Waterford were approved by the Board of Supervisors on December 3, 2013. The City of Patterson met on November 19, 2013 and continued the agenda item into January to obtain additional information. An additional meeting was held with the Sheriff, staff from the Chief Executive Office and the City of Patterson to provide and share information. The Patterson City Council met again on January 28, 2014 and approved the Law Enforcement Contract with the County.

The City of Patterson approved staffing changes that include an additional Sergeant to provide a greater level of supervision during all shifts and an increase of the Chief of Police's time spent in the City of Patterson from 50% to 80%. The City of Patterson will reimburse the County the entire cost of these and all positions. The remaining 20% of the Chief of Police's time will be spent on a specialty team assignment for the Sheriff's Department.

The contract with the City of Patterson is for a three year term and is effective July 1, 2013, through June 30, 2016. No later than six months prior to the expiration of the term the County and City shall meet and confer in good faith. If the negotiations are not completed, the Sheriff is authorized to extend the Agreement for two terms of three months each. The proposed contract also includes a change from 2 years to 180 day written notice requirement for termination. This termination clause can be exercised by either party.

No later than July 1 of each year, the City and the Sheriff's Department shall sign new Exhibits A (General Law Enforcement Service Level Request), B (Police Services Property Inventory) & C (Contract Rates) and attach them to the agreement as an amendment. The City may request a change in the level of service at any time by submitting a written request to the Sheriff's Department and through a meet and confer process.

Other changes include modifications to the cost of the accumulated leave accrual for the Chief of Police upon that employee vacating the Chief of Police position for any reason. The city's share is defined as the percentage of time assigned to the city of the total actual leave accrual. As an example, if a Chief begins with a city with 10 years of experience, and works for the city for another 10 years, the city would only pay for 50% of the total accumulated leave accrual time. Furthermore if the city contracts for 33% of the Chief's time, only 33% of the 50% would be charged to the city.

The cities will reimburse the County costs to provide services. 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 will remit payment to the County. Through increased oversight and management of the contract the city will only pay for the services used except for the mileage fees collected, which will be retained by the County and fund replacement vehicles.

Approval for the Sheriff to Enter into a Contract for Law Enforcement Services with the City of Patterson Page 4

In an analysis of the charges to the cities, it has been determined that there are indirect costs that have not been charged to the cities that the Sheriff's Department absorbs. Examples of these additional costs include administration, internal affairs, technology, human resources, backgrounds, training, property and evidence and records. Although the County is not requesting the cities to pay for any of these indirect costs at this time, language in the contract states that budgeting issues may require the County to capture those additional costs for administration in the future. If that time comes, the County's administrative costs will be charged to the cities, if at all, through an amendment of the Exhibits. The Sheriff continues to work toward greater cost recovery.

All other terms and conditions for law enforcement services remain substantially the same as they have been during the years of partnership between the cities. The agreements have been both beneficial to the cities and to the Sheriff's Department.

#### POLICY ISSUES:

Approval by the Board of Supervisors is required to contract with the City of Patterson to provide law enforcement services to the City of Patterson community. The Board 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:

The City of Patterson is adding one additional Sergeant and increasing the Chief of Police's time spent in the City of Patterson from 50% to 80%. The Department is requesting the addition of one Sergeant position in the Sheriff – Contract Cites budget.

#### CONTACT:

Adam Christianson, Sheriff-Coroner

209-525-7216

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Requesting Department	CEO,	Data Entry	Audito	rs Office Pay
Prepared by	Supervisor's Approval	Keyed by	Prepared By	Approved By 2 21 July
Date	Date	Date	Date	Date

# STANISLAUS COUNTY LAW ENFORCEMENT SERVICES AGREEMENT

City of Patterson 2013-2016

#### **STANISLAUS COUNTY**

#### LAW ENFORCEMENT SERVICES

#### AGREEMENT

THIS AGREEMENT, is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California (hereinafter referred to as "County"), and the City of Patterson, a municipal corporation, (hereinafter referred to as "City"), (the County and City are each sometimes referred to herein as a "Party," and collectively as "Parties.")

#### RECITALS

WHEREAS, City desires County to perform law enforcement services and functions within its boundaries; and

WHEREAS, County agrees to perform such law enforcement services and functions as described herein and pursuant to the terms and conditions hereinafter set forth; 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.*, and section 55632 of the Government Code of the State of California.

NOW, THEREFORE, the parties hereto agree as follows:

1. <u>Term</u>. The Term of this Agreement shall be July 1, 2013, through June 30, 2016 (the "Term") unless sooner terminated or extended as provided for herein.

A. <u>Extension</u>. No later than six months prior to the expiration of the Term, the Parties shall meet and confer in good faith regarding the extension of the Term. If the negotiations are not completed, the Sheriff is authorized to extend this Agreement for two terms of three months each.

- 2. <u>Termination</u>. Either Party may terminate this Agreement, without cause, upon 180 days written notice to the other Party.
  - A. Termination Process.
    - i. <u>Transition Plan</u>. Upon expiration of the Term or upon receipt of notice of termination, the Parties may prepare and implement a transition plan that quickly and orderly transitions the law enforcement responsibilities from the County to the City. The transition plan should be completed no later than three months following the termination date. The transition plan may identify and address personnel, equipment, workload, on-going investigations, and any other issues related to the transition. The City and County shall agree to the cost of developing and implementing the transition plan and the City shall pay the agreed upon amount.

#### 3. Law Enforcement Services.

A. County shall provide, within the corporate limits of the City, general law enforcement services and functions of the type coming within the jurisdiction of, and customarily rendered by, the Stanislaus County Sheriff under the statutes of the State of California, and under the municipal codes of City. The County shall provide only those general law enforcement services set forth in the General Law Enforcement Service Request attached hereto as Exhibit A.

B. No later than July 1 of each year, the City and the County shall sign new Exhibits A, B & C and attach them to this Agreement as an amendment. The City may request a change in the level of service at any time by submitting a written request to the County. County will meet and confer with the City to discuss the change within 30 days of the request and, if appropriate, prepare new Exhibits for signature by the Parties, which shall be attached as an amendment hereto.

C. If the City is unable to fund this Agreement in its entirety, the City will notify the County in writing at least 60 days prior to any proposed changes regarding the level of service set forth in Exhibit A. The County will make a reasonable effort to accommodate the service level changes requested by the City.

4. <u>Reporting</u>.

A. <u>Activity Reports</u>. Each month the County will provide standard reports to the City through the Chief of Police, reporting the monthly statistical crime and response and community policing information occurring within the City limits. The parties shall meet and confer regarding the content of the monthly reports.

B. <u>Media Releases</u>. The County will prepare news releases concerning major crime investigations within the City and will send a copy of the release to the City within a reasonable time prior to its release to news outlets.

#### 5. Compensation.

#### A. Contract Amount.

- i. City shall pay the County's actual cost to provide the City the general law enforcement services set forth in Exhibits A, B, and C. The term "actual cost" includes the cost associated with absences from work due to sick, vacation, special accrued leave time (SALT), holiday, training and disability leaves or other leaves; and payments made by the County to personnel assigned to City for accrued leave time upon retirement or separation from service.
  - 1. City acknowledges that the City historically has not directly or indirectly compensated the County for the administrative costs incurred by the County in providing the additional staff support services required to provide the services to the City and which administrative costs would not be incurred in the absence of the existence of this Agreement. These so far un-captured support services costs

include, but are not limited to; case, property and records management, crime scene identification, administration, information technology, background checks, internal affairs, human resources, payroll, financial and specialized training. Although the County is not at this time requesting the City to pay administrative costs, the County anticipates budgeting issues may require it to capture those additional costs in the future. The County's administrative costs will be charged to the City, if at all, through an amendment of the Exhibits.

- ii. The City shall compensate the County for its services under this Agreement at the rates and in the estimated annual amount forth on Exhibit C, (the "Annual Contract Amount"). At the close of each fiscal year, County shall re-establish the rates and the estimated Annual Contract Amount and revise Exhibit C accordingly.
- iii. In the event salaries, wages and benefits of the County officers and employees are changed at a time not coincident with the close of the fiscal year, the rates for salaries and wages set forth in Exhibit C and the rates and estimated Annual Contract Amount shall be readjusted to reflect the appropriate rates. In the event insurance costs for County 's liability or workers' compensation programs are changed at a time not coincident with close of the fiscal year, the reimbursement rates for County 's liability program set forth in Exhibit C shall be readjusted to reflect the appropriate amounts, which the City shall pay effective 30 days after written notification to City.
- iv. City shall pay the County's insurance costs attributable to the services provided under this Agreement, including but not limited to, general liability, self-insurance, unemployment and workers' compensation.
- v. The City shall pay its share of the accumulated leave accrual of the Chief of Police upon that employee vacating the Chief of Police position for any reason. The City's share shall be defined as the percentage of time assigned to the City of the total actual leave accrual.

#### B. Billing.

- i. 30 days after the close of each calendar month, County shall deliver to City a statement covering 1/12 (one-twelfth) of the estimated Annual Contract Amount and City shall pay County the amount stated thereon within 30 days after receipt of the statement. At the end of each quarter (March, June September, and December) County shall calculate its actual cost to provide services under this Agreement for that quarter and provide a quarterly statement of actual costs to the City. At the close of the fiscal year the County will provide the City with a final reconciliation ("true-up") showing the amount due either party. The party owing shall pay the other party within 30 days after issuance of the final reconciliation statement.
- ii. Notwithstanding any provision of law to the contrary, including, but not limited to section 907 of the California Government Code, if any amount due to County from City is not received by County within 30 days after the date 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.

#### 6. <u>Revenues</u>.

A. 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 (POST) reimbursement, Police Reserve revenue and individual booking fee recovery revenue. The County makes no commitment to any revenues other than that the revenues will not be diverted for County use by this Agreement, except for those excluded above.

B. Booking fees may be charged to City for arrests made by deputy sheriffs assigned to the City Police Services if the County charges Booking Fees to the other nine cities as outlined in Government Code Section 29550, AB1805 – Booking Fee Solution and County Code Section 4.52.010.

C. The proceeds from incidental asset forfeitures that occur in the City by a City assigned deputy 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 County 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 County 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 County 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.

- 7. <u>Organization</u>. County will provide the services to be performed herein through the following staffing:
  - A. Chief of Police.
    - i. <u>Appointment Process</u>: The position of Chief of Police will be filled in accordance with County policy and employee collective bargaining unit contracts. The County shall provide a list of Lieutenants qualified to serve as the Chief of Police for the City. The City may interview the candidate(s) and provide the County with the City's recommendation of the candidate to be appointed as the Chief of Police. After considering the recommendations of the City, the County will assign a Lieutenant who will act as the Chief of Police (the "Chief of Police").
    - ii. <u>Replacement Process</u>. The County may replace the Chief of Police after 90 days written notice to the City. The County will remove the Chief of Police within 30 days of receipt of a written request from the City stating the reasonable cause for said request. Upon the City's request, the County shall temporarily appoint a person as acting Chief of Police and fill a vacant Chief of Police position within 60

days of receipt of the City's request and in accordance with County policy and employee collective bargaining unit contracts as described in 7(A)(i).

iii. <u>Service Expectations</u>. The Chief of Police will generally manage law enforcement activities on behalf of the City. The Chief of Police will coordinate the delivery of law enforcement services under this Agreement and manage and supervise the personnel assigned to provide law enforcement services to the City. The Chief of Police, or designee, will attend all City Council meetings and will be available to City Staff at all reasonable times. The Chief of Police will meet with City officials on a periodic basis, the frequency of which will be determined by the City, to assure local control over the quality and service and to identify goals and programs to create a safer community.

B. <u>Assigned Sergeants</u>. In addition to the Chief of Police, the County may assign one or more Sergeants to work within the City to assist the Chief of Police to assist with the supervision of other assigned personnel, and to provide law enforcement services to the City. The number of Sergeants assigned shall be indicated in Exhibit A.

C. <u>Assigned Deputies</u>. The County shall assign Deputy Sheriffs to provide law enforcement services to the City, in the number indicated in Exhibit A.

D. <u>Other Staff</u>. The County shall assign other departmental staff necessary to provide the law enforcement services required to be performed herein as indicated in Exhibit A.

8. Administration of Personnel.

A. <u>Independent Contractor</u>. The County is acting as an independent contractor under this Agreement so that:

- i. This agreement does not create any relationship of employer or employee, or principal and agent between City and County or any of County's agents or employees. All persons employed in the performance of this Agreement shall be employees of County for all purposes. No person employed by County hereunder shall have any status, right or privilege of City employees, including, but not limited to, City pension, or City civil service.
- 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.
- iii. The planning, organization, scheduling, direction, supervision, standards of performance and discipline of Sheriff's personnel and all other matters incidental to the delivery of general Law Enforcement Services to the City shall be at the sole discretion of the County and the Sheriff. The Sheriff shall retain exclusive authority over the activities of his or her personnel and equipment working in the City.

- iv. The night, day and evening patrol, supervisory and clerical shifts shall be established by the Sheriff after consultation with the City Manager.
- v. All employment matters relating to County employees assigned to the City will be handled in accordance with County policy and procedures and employee bargaining unit contracts, including, but not limited to, officer complaints, discipline, promotion and duty assignments.
- vi. Any pay for performance review of County personnel assigned to provide services under this Agreement shall follow the procedures of the County and the Stanislaus County Sheriff's Management Association (SSMA). The City may participate in the performance reviews of the assigned Chief of Police as an evaluator, by notifying the County of their assignment of one or more of the following participants or their designee: the City Manager, the Mayor, or City Council member.
- vii. 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.
- viii. 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 services, the determination made by the Sheriff shall be final and conclusive.

B. <u>City's Right to Request Replacement Personnel</u>. The City shall have the right to request the County to replace County personnel assigned to provide services under this Agreement, provided such request is made for reasonable cause.

C. <u>Sick Leave Temporary Replacement</u>. If an assigned employee is absent from duty due to illness or injury for longer than 80 consecutive hours, the County may provide a replacement if available in accordance with Exhibit A.

D. <u>Disciplinary Temporary Replacement</u>. If an assigned employee is absent from duty due to a disciplinary action for longer than 24 hours, the County may provide a replacement in accordance with Exhibit A.

E. <u>Annual Leave</u>. If an assigned employee is absent from duty for annual leave, a planned absence, or an unplanned absence, for a period of 80 consecutive hours, the County may provide a temporary replacement until such time as the assigned employee is able to return to duty.

F. <u>Vacancies</u>. Any vacancies will be filled using the County's procedures for filling vacancies within the Sheriff's Department as defined in Department policy or Personnel Memorandum of Understanding (MOUs). New officers assigned will receive appropriate orientation regarding special characteristics and needs of City. The term of an employee's assignment will comply with the applicable Personnel MOU.

G. <u>Staffing</u>. The County shall ensure that a minimum of one patrol deputy (the "Primary

Patrol") is on duty within the City limits at all times, except when the deputy is out of the City to transport a prisoner to the County jail, attend court, completing a traffic stop that begins in and terminates out of the City limits or when providing backup or mutual aid to another law enforcement officer or at the direction of the Sheriff or designee.

- i. Temporary staffing absences of the Primary Patrol deputy will be filled with existing City Police Services deputies and if none is available, then with Sheriff deputies on straight time, and if none is available, Sheriff deputies on overtime.
- ii. All personnel assigned to the City, including the Primary Patrol deputy, may assist with incidents outside the City limits involving critical and life threatening situations. However, if a critical incident occurs in the City while the personnel are assisting outside the City limits, the County will either dispatch additional forces to the City or will release the assigned personnel to respond.
- 9. <u>City Responsibilities</u>. In support of the County providing the law enforcement services described herein, the City promises:

A. <u>Municipal Authority</u>. The City hereby confers municipal police authority on such County employees as might be engaged in enforcing City ordinances within City boundaries.

B. <u>Criminal Justice Services</u>. The City shall provide the criminal justice system services necessary to support this Agreement attributable to the enforcement of state and municipal laws within the City.

C. <u>Supplies</u>. The City shall supply at its own cost and expense 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.

D. <u>Facilities</u>. The City shall furnish at its own cost and expense office space reasonably deemed necessary by the Sheriff to provide the law enforcement services herein described and all furniture and furnishings, office supplies, janitorial service, HVAC, upkeep and maintenance, and utilities.

#### 10. Equipment and Vehicles.

#### A. Vehicles.

- i. Pursuant to the first contract between the County and City for law enforcement services, the City transferred title to certain vehicles and installed equipment to the County. The original vehicles and their replacements, are identified in the Property Inventory attached hereto as Exhibit B.
- Upon termination of this Agreement the County will transfer to the City title for vehicles similar to those identified as the vehicles originally transferred to the County in Exhibit B, excluding any enhancements added to the vehicle and paid for by the County. Similar vehicles are defined as a vehicle having the same

#### 16 Patterson LE Contract

functionality, upgrades and mileage within  $\pm 5,000$  miles 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.

- iii. Any vehicles purchased using City funds during the Term of this Agreement shall be added to Exhibit B. Exhibit B shall be reviewed annually by the Parties and if necessary will be updated to reflect the deletion of vehicles no longer needed for law enforcement service and returned to the City and the addition of any vehicles provided by City or purchased with City funds.
- iv. Vehicles shall be used to provide law enforcement services at the discretion of the Sheriff or designee and in compliance with the Sheriff's Department policies.
- v. The City shall reimburse the County for the actual cost to operate any vehicle used in the performance of the law enforcement services provided herein, (herein after the "Vehicle Cost Reimbursement"). The cost included in the Vehicle Cost Reimbursement amount includes, but is not limited to: fuel, maintenance, replacement costs, financing costs, fleet services and costs of insurance.
- vi. County shall invoice City monthly for the estimated Vehicle Cost Reimbursement. The estimated Vehicle Cost Reimbursement will be computed annually on a cost per mile basis and will be the same as the vehicle operating costs calculated for other County vehicles in the same class, plus an additional charge for the cost of insurance. The actual Vehicle Cost Reimbursement will be calculated quarterly (March, June, September, and December). The Parties will "true-up" the estimated cost with the actual cost at the close of each fiscal year. The current estimated Vehicle Cost Reimbursement rates are shown in Exhibit C and shall be updated each fiscal year by the County.
- vii. City shall provide to, or reimburse County for, any decals or special signage that is used to distinguish the vehicles with City markings.
- viii. The estimated Vehicle Cost Reimbursements shall be billed separately and trued-up at the end of each quarter per Section B, Billing.
- ix. Vehicles will be replaced according to the County's General Services Agency Fleet Services Policy, as approved and adopted by the Board of Supervisors from time to time. The March 12, 2013, Fleet Services Policy established the following minimum guidelines consistent with current/historical trend analysis to quantify planning for the replacement of County Vehicles.

Vehicle Type	Years	Miles
Patrol vehicles	5	100,000
Sedan, passenger minivans	8	100,000
(Detectives/Chief)		

Light trail (ron modium trail	10	100.000
Light truck/van, medium truck	10	100,000

x. Other factors used in evaluating replacement include vehicle condition, maintenance/cost history, and suitability for current use. With respect to necessary repairs, consideration will be given to the cost of such repairs and impact on the vehicle's useful life, compared with the cost of acquiring a new vehicle in order to determine the most cost-effective option. Specialty vehicles will be evaluated on a case-by-case basis. The Fleet Manager may extend the life of a vehicle on a year-toyear basis so long as the vehicle is safe and reliable, and meets all required emission standards. Upon termination of this Agreement, the City shall not be entitled to that portion of the Vehicle Cost Reimbursement collected from the City allocated to the replacement of the vehicles.

#### B. Motorcycles.

- i. If the City desires to have motorcycle officer(s) assigned to the City, the City will fund 100% of the purchase, equipment, repair, maintenance, and insurance. The County will not charge a per mile replacement fee for the motorcycle(s). At the end of the motorcycle(s)' useful life, should the City wish to continue motorcycle operations, the City will fund 100% of a replacement motorcycle(s).
- ii. Motorcycle(s) will be taken out of service following minimum guidelines consistent with current/historical trend analysis to quantify planning for the replacement of motorcycle(s) at approximately 40,000 miles or end of manufacturer's warranty.
- iii. The motorcycle will be registered to the County. County agrees that upon termination of this agreement the County will transfer ownership of motorcycle(s). Excluded are any enhancements added to the vehicle and paid for by the County.
- iv. The County through County's Fleet Manager will maintain the service records of the motorcycle(s) and assign a County vehicle number. County may use a certified motorcycle service center to make the repairs and maintenance of the motorcycle(s). County shall invoice City at least quarterly for each motorcycle(s) providing police services to City. Said cost will include gasoline, repairs, and maintenance and insurance costs of each motorcycle. City agrees to provide to, or reimburse, County for any decals or special signage that is used to distinguish the motorcycle(s) with City markings. Actual motorcycle(s) costs for gasoline, repairs and maintenance will be "trued up" quarterly (March, June, September and December). This "true-up" method will be utilized to close each fiscal year for those items listed in Exhibit C.
- v. The County will provide a certified employee who will be assigned as the City's motor officer. Motorcycle(s) shall be used to provide to law enforcement services at the discretion of the Sheriff or designee and in compliance with County, Sheriff's Department and City policies.

#### C. Equipment.

- i. The County shall purchase those supplies, equipment, services and materials needed for the performance of law enforcement services within the City limits, and the City shall reimburse the County for the cost to procure.
- ii. Equipment purchased by the County at the cost of the City shall be placed on the Property Inventory attached hereto as Exhibit B. The City has provided to the County certain police equipment, which is included in the Property Inventory shown on Exhibit B. Exhibit B shall be reviewed annually and if necessary will be updated to reflect the deletion of items no longer needed for law enforcement service and returned to the City and the addition of any equipment provided by City and all other equipment purchased at the City's expense.
- iii. Any equipment purchased using City funds will be used in performance of the law enforcement services in the City and will not be used for non-City functions, except for mutual aid situations, unless authorized by the City Manager. City equipment will be maintained in a manner, and replaced at the City's cost and expense at a point in time that is consistent with the customary maintenance and replacement schedule for like equipment provided by the County in policing the unincorporated areas.
- iv. Upon termination, and subject to the Transition Plan referred to in paragraph 2 of this Agreement, the County will return to the City those items identified in Exhibit B, or equipment of equal or similar value, except those items that have reached the end of their useful life or is non-serviceable.
- v. County will advise City when any item listed in Exhibit B is no longer needed or becomes non-serviceable.

#### 11. Liability and Indemnification.

A. <u>County's Obligation</u>. 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 their employment by County, and County shall hold harmless, defend and indemnify City, 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 County, 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.

B. <u>City's Obligation</u>. 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

#### 16 Patterson LE Contract

officer or employee thereof, nor for any dangerous condition of the streets, public work, 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.

C. <u>City Ordinances</u>. Notwithstanding the forgoing, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part from the enforcement of City ordinances, rules or regulations. In any case, claim, suit, action or administrative proceeding in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend and indemnify and hold harmless the County, and its officers and employees, against any and all costs, expenses, claims, suits and liability that arises in whole or in part from enforcement of City ordinances, rules or regulations.

D. Injuries to County Employees. Notwithstanding the forgoing, County warrants that it is insured, or is permissibly self-insured, for workers' compensation coverage and agrees that its employees providing services to City pursuant to this Agreement will be covered by County's workers' compensation program or insurance for all injuries arising out of or occurring in the course and scope of their employment. Furthermore, County shall not pursue any action against City, including, but not limited to an action for subrogation, if a County employee performing service pursuant to this Agreement obtains worker's compensation benefits which may be or are attributable to the conduct or alleged negligent or wrongful act or omission of City, its officers and or employees, or dangerous conditions of the street or property of City.

#### 12. Default.

A. <u>Cure</u>. 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 30 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 shall have the right to then pursue any and all available legal remedies.

B. <u>Failure to give Notice</u>. Failure to give, or delay in giving, Notice of Default shall not constitute a waiver of any obligation, requirement or covenant required to be performed hereunder. Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any rights and remedies as to any breach shall not operate as a waiver of any breach or of any such rights or remedies. Delay by either Party in asserting any of its rights and remedies shall not deprive such Party of the right to institute and maintain any action or proceeding which it may deem appropriate to protect, assert or enforce any such rights or remedies.

13. <u>Attorney Fees</u>. 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 the cost of expert and attorneys' fees.

#### 14. Notices.

A. 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, CA 95358

B. 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 Patterson, CA 95363

#### 15. Audits.

A. Pursuant to Government Code section 8546.7, City and County shall be subject to examination and audit by the State Auditor for a period of 3 years after final payment by City to County under this Agreement. City and County shall retain all records relating to the performance of this Agreement for said 3 year period as a minimum.

B. 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 10 working days prior to the commencement of the audit and examination.

- 16. <u>Necessary Acts</u>. 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.
- 17. <u>Designations</u>. 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. 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 change is not in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity. Notwithstanding anything to the contrary, no oral agreement or directive from or between either Party, or their designees shall operate to amend or change the terms of this Agreement.

- 19. 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. Notwithstanding anything to the contrary, no term or provision hereof may be changed, waived, discharged, or terminated unless the same is in writing executed by the parties above.
- 20. <u>Severability</u>. 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.
- 21. <u>Precedence</u>. The contract documents consist of this Agreement and Exhibits A, B and C. In the event of a conflict between or among the contract documents, the order of precedence shall be the Exhibits and then the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Agreement.
- 22. <u>No Third Party Beneficiary</u>. This Agreement shall not confer third party beneficiary status on any non-party, including the citizens of either Party.
- 23. <u>Successors and Assigns</u>. This Agreement shall be binding on and enforceable by and against the parties to it and their respective heirs, legal representatives, successors and assigns.
- 24. <u>Duplicate Counterparts</u>. 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.
- 25. <u>Legal Requirements</u>. The Parties shall comply with all applicable federal, state, and local laws in performing this Agreement.
- 26. <u>Venue</u>. The laws of the State of California shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be in the Superior Court of Stanislaus County.

Signatures on following page:

**IN WITNESS WHEREOF**, the Parties have executed the Agreement in the County of Stanislaus, State of California.

COUNTY OF STANISLAUS

By: m De Martini, Chairman

Board of Supervisors

Date:

CITY OF PATTERSON

B uis I. Molina Mayor

2-7-14 Date:

ATTEST:

ATTEST: Christine Ferraro Tallman, Clerk of the Board

By: **▼** Deputy Clerk

APPROVED AS TO CONTENT: В

Adam Christianson, Sheriff

APPROVED AS TO FORM: John P. Doering County Counsel

By: Thomas E. Boze,

Deputy County Counsel

 $\mathcal{C}$ By: Maricela L. Vela

City Clerk

APPROVED AS TO CONTENT

By:

Rod B. Butler, City Manager

APPROVED AS TO FORM:

Tom Hallinan City Attorney

\_\_\_By:

## EXHIBITS A, B, & C TO STANISLAUS COUNTY LAW ENFORCEMENT SERVICES AGREEMENT

City of Patterson (2013-2016)

#### EXHIBIT A

#### CITY OF PATTERSON GENERAL LAW ENFORCEMENT SERVICE LEVEL REQUEST

- 1. <u>City Request</u>. City requests the County to perform the general law enforcement services listed here below at the staffing level shown. The Sheriff and the City Manager have discussed and agree to the services and staffing levels described below.
- 2. <u>Property Inventory</u>. The Sheriff and the City Manager have reviewed the Property Inventory attached as Exhibit B and agree that it is accurate and complete.
- 3. <u>Contract Rates</u>. The Sheriff and the City Manager have reviewed the Contract Rates attached as Exhibit C and accept those rates.
- 4. <u>Services to be Performed</u>. County will provide to City the following General Law Enforcement Services:
  - a. Patrol, Investigation, Traffic and all Auxiliary and Technical Service, case, property, and records management, crime scene identification, administration, information technology, backgrounds, internal affairs, human resources, payroll, financial and specialized training.
- 5. <u>Excluded Services</u>: Any services of which the County may be a party, such as a J.P.A. or task force M.O.U., such as, S.D.E.A, StanCATT, Cal-MMET, HIDTA, and SR911.
- 6. <u>Ancillary Services</u>: County will provide the following ancillary Services: STARS Program; Reserve Program.
- 7. <u>Special Events</u>: The City and County shall share equally the cost of law enforcement services for the annual "Apricot Fiesta."

Patrol	Twelve Primary Patrol deputies (three	Backfill a minimum
	deputies on A & B squads, both day and	of two (2) per shift.
	graveyard shifts).	24/7, 365 days
Detectives	Three, normal business hours, 10	No backfill
	hours/day, 4 days/week.	
Traffic	Two - (one deputy on A & B) day shift.	No backfill
School Resource	One, normal business hours, 8 hours/day,	No backfill
Officer	5 days/week.	
Sergeants	Three Sergeants, one per shift (A & B	No backfill
	squads, Swing shifts) and one normal	
	business hours 10 hours/day 4 days/week	

8. <u>Staffing Level</u>. The staffing level which will be provided is as follows:

	with flexibility.	
Chief*	80% of a Chief of Police, normal business hours, 20% paid by the County and 80% paid by City.	No backfill
Community Service Officer (CSO)	One, normal business hours, 8 hours/day, 5 days/week.	No backfill
Supervising Legal Clerk I/II	One, normal business hours, 8 hours/day, 5 days/week.	No backfill
Clerical – Legal III	Two, normal business hours, 8 hours/day, 5 days/week.	No backfill

a. \* The Chief of Police will have split duties and responsibilities and will split time between the County and the City. The cost of the position shall be allocated as shown below. The County will ensure that the Chief of Police divides his/her time in a manner that ensures the proper management of the City law enforcement services. If the time allocation changes, the parties will meet and confer in good faith and adjustment this cost sharing formula in accordance with their mutual agreement.

	CITY of	
	Patterson	COUNTY
Chief of Police	80%	20%

9. <u>Facilities</u>: The City shall provide the existing police facility at 33 S. Del Puerto Avenue, Patterson, for the County to conduct law enforcement services.

#### APPROVED AND ACCEPTED BY:

STANISLAUS COUNTY SHERIFF:

CITY MANAGER:

By: Adam Christianson, Sherif Date

By: Rod B. Butler

Rod B. Butler, City Manager

Date:

#### EXHIBIT B PATTERSON POLICE SERVICES PROPERTY INVENTORY AS OF JUNE 2013

#### Vehicles inventory per original agreement in 1998:

1.	1993 Ford Crown Victoria #323 Detective	
2.	1993 Ford Crown Victoria #324 Chief's	54,444 miles
3.	1994 Ford Crown Victoria #325 Patrol	103,929 miles
4.	1994 Ford Crown Victoria #326 Patrol	86,771 miles
5.	1995 Chevrolet Caprice #327 Patrol	38,300 miles
6.	1992 Ford Bronco 4 WD #329 Patrol	84,329 miles

#### Current vehicle inventory as of June 2013:

- 1. 07-42 2007 Pontiac Grand Prix (Detective)
- 2. 07-44 2007 Pontiac Grand Prix (Detective)
- 3. 08-35 2008 Ford Crown Victoria (Detective)
- 4. 09-15 2009 Ford Crown Victoria (Detective)
- 5. 09-21 2009 Ford Crown Victoria
- 6. 09-37 2009 Ford F150 ½ Ton (CSO)
- 7. 09-74 2009 Ford Crown Victoria (Detective)
- 8. 10-01 2010 Ford Crown Victoria
- 9. 10-13 2010 Ford Crown Victoria
- 10. 11-05 2011 Ford Crown Victoria (Traffic)
- 11. 11-53 2011 Ford Crown Victoria
- 12. 11-64 2011 Ford Crown Victoria(SRO)
- 13. 11-82 2011 Kawasaki Motorcycle
- 14. 12-27 2012 Chevrolet Impala (Chief)
- 15. 13-22 2013 Chevrolet Tahoe (K9)

The following inventory of the major items of the Police Department:

#### Computers

- 17 Office Computers
- 6 Mobile Computers (In-car) (08-35, 09-21, 09-37, 10-01, 10-13 & 11-05)

#### Printers

1 HP4240 (LaserJet)

#### **Fax Machine**

HP C6180 Fax/Scan/Copy

#### Cameras

16 Digital cameras CSO camera

#### **Portable Radios**

3 HT1250 5 HT750

) HI/30

85,912 miles 46,888 miles 90,303 miles 73,242 miles 84,390 miles 27,429 miles 22,048 miles 50,828 miles 36,963 miles 14,654 miles 118 miles 3,739 miles 18,677 miles 9,955 miles 9,600 miles

#### Lidar & Radar

Kustom Prolaser III Lidar Kustom Radar Hand-held 2 Golden Eagle Mobile Radar 1 Stalker Radar 1 Kustom Road Runner Radar 1 Kustom HR-12 Radar 2 GENESIS -VP

#### Firearms

Remington 700 Rifle w/Leopold 10x Scope
Remington 870 12ga shotguns
S&W Semi-Auto pistols - Armory
Glock 18 full auto (At SOC)
Ruger AC556 .223 Select Fire Rifle - Armory
Colt AR-15 .223 Rifle

(On loan to Sheriff's SWAT unit)

#### **Police Bikes**

2- Diamondbacks 2-Raleigh

#### **Telephone System**

19-Nortel Network Desk phones-City of Patterson Phones 17-Cisco IP Desk phones

#### **Misc.** Equipment

18 Desks	12 Tables	8 20" TV
4 DVD Player	8 Paper Shredders	22 File Cabinets
1 IBM Typewriter	38 Lockers	4 Bookshelves
1 Gun Safe	1 Wet/dry Vac	2 PAZ units
1 Bull horn	1 Door Ram	3 Storage Cabinets
1 Gram scale	19 Fire Extinguishers	58 Chairs
3 Forms Cabinets	1 Scanners	1 Radar Trailer
1 Base station radios	2 Tool boxes w/tools	1 Animal catch poles
3 Bolt cutters	2 Transcription unit	1 VCR
32-Small lockers	19-Prop/Evid lockers	

Copy machine is on a county lease.

### County Oracle Inventory Records January 2013:

Asset Tag#	Asset Description	Serial Number
86680	HP Desktop Computer	2UA8170DS0
85222	Printer HP LJ 4240N	SCNRXX34055
84772	Printer HP LJ P4014N	SCNDX106552
84773	Printer HP LJ P4014N	SCNDX206179
85672	Tracker ST811 Guardian Deluxe Kit	N/A
84767	Motorola XTS2500 Portable	407CJH1684
84768	Motorola XTS2500 Portable	407CJH4640
85916	Radar Gun	200-2078-00
84702	Motorola XTS1500	687CJM1635-CSO
82606	HP LJ 4240N	CNRXH66774
	Kodak Easyshare Z740 Camera	KCKDT60200563
	HP OFFICE JET PRO K550	MY73771027

TATTERSC	JN FULICE S	ERVICES –		Budget 2012/2013	Budget 2013/2014	Budget Variance	Var %
Staffing							
Lieutenant/Chief (No Backfill)		0.5	0.8	0.30	60%		
Sergeant (No Backfill)		2	3	1.00	50%		
Deputy Sheriff/Patrol (Backfill)		12	12	0.00	0%		
Deputy Sheriff/Traffic (No Backfill)		1	2	1.00	100%		
Deputy Sheriff/Detective (No Backfill)		4	3	(1.00)	-25%		
Deputy Sheriff/SRO (No Backfill)		1	1	0.00	0%		
Community Service Officer (CSO) (No Ba		1 9-44	1	0.00	0%		
Supervising Legal Clerk I/II (No Backfill)		1	1	0.00	0%		
Legal Clerk III (No Backfill)		2	2	0.00	0%		
Total Officers including Lieutenant		20.5	21.8	1.30	6%		
Officers per 1,000 based on Population of		0.99	1.06	0.06	6%		
		······					
Lieutenant/Chief (No Backfill)				164,496	189,718	25,222	15%
Sergeant (No Backfill)				275,173	430,924	155,751	57%
Deputy Sheriff/Patrol (Backfill)				1,400,305	1,474,889	74,584	5%
Deputy Sheriff/Traffic (No Backfill)		121,004	252,578	131,574	109%		
Deputy Sheriff/Detective (No Backfill)		479,232	373,899	(105,333)	-22%		
Deputy Sheriff/SRO (No Backfill)				118,612	123,805	5,193	4%
Community Service Officer (CSO) (No Ba	ckfill)			78,459	79,205	746	1%
Supervising Legal Clerk I/II (No Backfill)	,			88,788	87,351	(1,437)	-2%
Legal Clerk III (No Backfill)		145,219	150,013	4,794	3%		
Total Salary and Benefits	· · · · ·	2,871,288	3,162,382	291,094	10%		
Overtime and Extra Help (Backfill, Grai		263,208	330,592	67,384	26%		
Service, Supplies and Other Charges		186,306	205,742	19,436	10%		
SR911 Dispatch Services		349,752	341,140	(8,612)	-2%		
Patrol Vehicle Charges (Rates below)				168,000	176,400	8,400	5%
Additional Patrol vehicles(s), equipment & computer				106,000	40,000	(66,000)	-62%
Motorcycle purchase				÷	43,000	43,000	
Admin Fee		Estimated:		-	1999 - <b>1</b> 999	-	
Total Cost of City Contract				3,944,554	4,299,256	354,702	9%
Revenues:							
City payment to County		3,726,867	4,219,867	493,000	13%		
Grants, School. Security contractual events				64,909	41,445	(23,464)	-36%
COPS Hiring Grant Revenue				70,530		(70,530)	-100%
County Paid Lieutenant	82,248	37,944	(44,304)	-54%			
Total Revenue				3,944,554	4,299,256	354,702	9%
Type of Vehicle	Fuel, Repairs & Maint per mile	Replace- ment per mile	Toal				
Patrol Car	\$ 0.59	\$ 0.30	\$ 0.89				
Intermediate Sedan	\$ 0.32		\$ 0.51				
Full Size Sedan	\$ 0.47	\$ 0.25	\$ 0.72				

#### EXHIBIT C PATTERSON POLICE SERVICES – CONTRACT RATES

0.96 \$ 0.37 \$ 1.33

\$

SUV Patrol