

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

DEPT: Sheriff

BOARD AGENDA #: *B-14

AGENDA DATE: June 28, 2016

SUBJECT:

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

BOARD ACTION AS FOLLOWS:

No. 2016-339

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: Chairman Monteith

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST: Elizabeth A. King
ELIZABETH A. KING, Clerk of the Board of Supervisors

C-9-B-10
C-8-B-11
File No. C-4-B-10

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Sheriff BOARD AGENDA #: *B-14
Urgent Routine E22 AGENDA DATE: June 28, 2016
CEO CONCURRENCE: *pkc* 4/5 Vote Required: Yes No

SUBJECT:

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

STAFF RECOMMENDATIONS:

1. Authorize the Chair of the Board and the Sheriff to sign a contract with the City of Hughson, City of Waterford and the City of Patterson for the Sheriff to continue providing general law enforcement services in each respective city.

DISCUSSION:

The County currently has law enforcement contacts 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 expire at the end of the 2015-2016 Fiscal Year. 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 proposed contracts were approved by the City of Waterford on May 20, 2016, City of Hughson on May 23, 2016 and the City of Patterson approved the contract on June 21, 2016.

The Contract with the Cities of Hughson, Waterford, and Patterson are for four year terms and are effective July 1, 2016 through June 30, 2020. Changes within the exhibits of each of the Contracts include that each City will use the same dispatch service that is selected by the Sheriff's Department to ensure a consistent communication platform, the Chief of Police for each city will begin a three year rotation cycle with an optional fourth year available upon the agreement of both the City and the Sheriff, and the Cities of Hughson and Patterson have begun to increase the percent of time the Chiefs are allocated to the City per year.

As with previous years, no later than July 1 of each year, the City and the Sheriff's Department shall sign new Exhibits A, B & C 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. The cities will reimburse the County for all costs to provide services. The goal of the Sheriff is to bill actual costs on a monthly basis.

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

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 ISSUE:

Pursuant to Title 5, Division 1, Part 2, Chapter 1, Article I, section 51301 the Board of Supervisors may contract with a city to take on city functions.

FISCAL IMPACT:

The Sheriff-Contract Cities budget has included estimated revenue and appropriations for the Cities of Hughson, Patterson, and Waterford that total \$6,989,401 in the 2016-2017 Proposed Budget. If the proposed contracts are adopted as written, the Sheriff will include the cost of the new positions and Chief share of increased costs in the 2016-2017 Final Budget.

The Cities of Hughson, Waterford and Patterson fund all base costs associated with the operation of law enforcement services. This includes positions, equipment, vehicles and other related functions to ensure the safety of the community. Not included in the costs are administrative costs, specialty teams and mutual aid. In each of the Cities, supervisory positions (Sergeants and Chiefs) are funded for the portion of time they are allocated to work for the City. These positions also have other assigned duties in the Operations Division of the Sheriff's Department outside of their contracted City responsibility.

Hughson

- Chief in the prior contract was allocated 33% to the City of Hughson, this amount increases to 37% in 2016-2017
- Sergeant continues to be allocated for 50% of the time.

Patterson

- Chief in the prior contract was allocated 80% of the time to the City of Patterson, this amount increases to 85% in 2016-2017.

Waterford

- Chief continues to be allocated 50% of the time.
- Sergeant in the prior contract was allocated 50% of the time to the City of Waterford, this amount increases to 100% in 2016-2017.

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

Cost of recommended action:		\$ 6,989,401
Source(s) of Funding:		
City of Hughson	1,210,963	
City of Patterson	4,292,926	
City of Waterford	1,485,512	
Funding Total:		<u>\$ 6,989,401</u>
Net Cost to County General Fund		<u>\$ -</u>

Budget Year:	2016-2017
Budget Adjustment/Appropriations needed:	No

BOARD OF SUPERVISORS' PRIORITY:

Approval of this item would be consistent with the Board priorities of A Safe Community and Effective Partnerships.

STAFFING IMPACT:

As a part of the 2016-2017 Approved Proposed Budget in the Sheriff - Contract Cities budget, the Sheriff requested to add one Sergeant Position, one Deputy Position and one Community Service Officer to meet the additional staffing requests of Waterford and Patterson. The City of Waterford is adding an additional 50% of a Sergeant bringing their total allocation to one full time Sergeant. The City of Patterson is adding one School Resource Officer and one Community Service Officer.

CONTACT PERSON:

Adam Christianson, Sheriff-Coroner (209) 525-7105

ATTACHMENT(S):

Attachment 1 - Law Enforcement Services Agreement with Hughson

Attachment 2 - Law Enforcement Services Agreement with Patterson

Attachment 3 - Law Enforcement Services Agreement with Waterford

ATTACHMENT A

STANISLAUS COUNTY
LAW ENFORCEMENT SERVICES
AGREEMENT

City of Hughson
2016-2020

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 Hughson, 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. Term. The Term of this Agreement shall be July 1, 2016, though June 30, 2020 (the “Term”) unless sooner terminated or extended as provided for herein.

A. Extension. 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. Termination. Either Party may terminate this Agreement, without cause, upon 180 days written notice to the other Party.

A. Termination Process.

i. Transition Plan. 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. Reporting.

A. Activity Reports. 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. Media Releases. 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 of 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 worker 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. Revenues.

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 outline 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. Organization. County will provide the services to be performed herein through the following staffing:

A. Chief of Police.

- i. Appointment Process: 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. Replacement Process. 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. Service Expectations. 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. Assigned Sergeants. 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. Assigned Deputies. The County shall assign Deputy Sheriffs to provide law enforcement services to the City, in the number indicated in Exhibit A.

D. Other Staff. 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. Independent Contractor. 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.
- ii. 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. City's Right to Request Replacement Personnel. 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. Sick Leave Temporary Replacement. 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. Disciplinary Temporary Replacement. 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. Annual Leave. 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. Vacancies. 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. Staffing. 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. City Responsibilities. In support of the County providing the law enforcement services described herein, the City promises:

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

B. Criminal Justice Services. 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. Supplies. 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. Facilities. 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.
- ii. 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

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 to 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 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 (Detectives/Chief)	8	100,000

Light truck/van, medium truck	10	100,000
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- 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-to-year 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 manufactures 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. County's Obligation. 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. City's Obligation. 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, 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. City Ordinances. 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. Cure. 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. Failure to give Notice. 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. Attorney Fees. 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 Hughson
7018 Pine Street
Hughson, CA 95326

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. Necessary Acts. 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. Designations. 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.

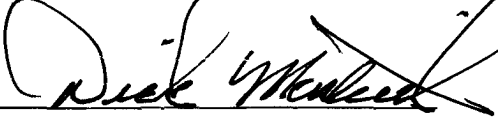
19. Entire Agreement. This Agreement contains the entire Agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties, not embodied herein, or incorporated herein by reference shall be of any force or effect. Notwithstanding anything to the contrary, no term or provision hereof may be changed, waived, discharged, or terminated unless the same is in writing executed by the parties above.
20. Severability. 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. Precedence. 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. No Third Party Beneficiary. This Agreement shall not confer third party beneficiary status on any non-party, including the citizens of either Party.
23. 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.
24. 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.
25. Legal Requirements. The Parties shall comply with all applicable federal, state, and local laws in performing this Agreement.
26. Venue. 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

CITY OF HUGHSON

By: 
Dick Monteith,
Chairman

By: 
Matt Beekman
Mayor


Date: JUL 10 2016

Date: 05/23/16

ATTEST:


ATTEST:

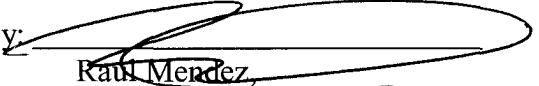
By: 
Elizabeth King,
Clerk

By: 
Christine Tallman,
Interim City Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

By: 
FOR Adam Christianson,
Sheriff


By: 
Raul Mendez,
City Manager

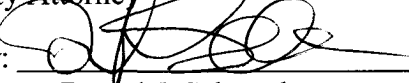
APPROVED AS TO FORM:

John P. Doering
County Counsel

APPROVED AS TO FORM:

Daniel J. Schroeder
City Attorney

By: 
Rob Taro,
Deputy County Counsel

By: 
Daniel J. Schroeder
City Attorney

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

**City of Hughson
(2016-2020)**

EXHIBIT A

CITY OF HUGHSON
GENERAL LAW ENFORCEMENT
SERVICE LEVEL
REQUEST

1. City Request. 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. Property Inventory. The Sheriff and the City Manager have reviewed the Property Inventory attached as Exhibit B and agree that it is accurate and complete.
3. Contract Rates. The Sheriff and the City Manager have reviewed the Contract Rates attached as Exhibit C and accept those rates.
4. Services to be Performed. 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. Excluded Services: 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. Ancillary Services: County will provide the following ancillary Services: STARS Program; Reserve Program.
7. Special Events: The City and County shall share equally the cost of law enforcement services for the annual “Hughson Fruit and Nut Festival.”
8. Staffing Level. The staffing level which will be provided is as follows:

Patrol	Four Primary Patrol deputies (one deputy on A & B squads, both day and graveyard shifts).	Backfill One 24/7, 365 days
Community Resource Deputy	One deputy	No backfill
Sergeant*	50% of a Sergeant split between the City and the County	No backfill
Chief*	37% of a Chief of Police, normal business hours, split between the County and the City	No backfill

Clerical	One, 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 Sergeant will split time between the City and the County. The cost of these positions shall be allocated as shown below. The County will ensure that the Chief of Police and Sergeant 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 Hughson	COUNTY
Chief of Police*	37%	63%
Sergeant	50%	50%

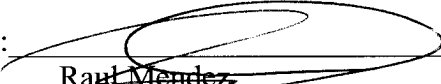
9. Personnel Term: The Chief of Police will serve a term of three years with an optional fourth year eligible upon approval by both the City and the Sheriff. All other positions will serve terms in accordance with their respective Memorandums of Understanding.
10. Facilities: The City shall provide the existing police facility at 7018 Pine Street, Hughson, for the County to conduct law enforcement services.
11. Dispatch Services: The City shall use the same dispatch services utilized by the Sheriff's Department while this contract is in effect.

APPROVED AND ACCEPTED BY:

STANISLAUS COUNTY SHERIFF:

CITY MANAGER:

By: 
 FOR Adam Christianson,
 Sheriff

By: 
 Raul Mendez
 City Manager

Date: 06/20/16

Date: 05/23/16

**EXHIBIT B
HUGHSON POLICE SERVICES
PROPERTY INVENTORY
AS OF JUNE 2016**

Vehicle inventory per original agreement in 2001:

1. 1997 Ford Crown Victoria #PD1, Patrol Vehicle (#97-901) 73,993 miles
2. 1998 Ford Crown Victoria #PD2, Patrol Vehicle (#98-902) 46,110 miles
3. 2000 Ford Crown Victoria #PD3, Patrol Vehicle (#00-903) 18,851 miles
4. 2000 Ford Crown Victoria #PD4, Patrol Vehicle (#00-904) 3,038 miles

Current Vehicle inventory as of May 2016:

1. 2009 Ford Crown Victoria # 09-18 90,307 miles
2. 2009 Ford Crown Victoria # 09-20 79,860 miles
3. 2015 Ford SUV # 15-16 11,550 miles
4. 2015 Ford SUV # 15-23 2,907 miles

The following inventory of the major items of the Police Department property of City of Hughson:

Chief's Office:

1. 2- armless tan fabric guest chairs
2. 1-2x2 dark brown occasional table
3. 1-dark brown desk with return
3. 1-black fabric adjustable desk chair with arms
4. 1-Tech Solutions paper shredder
5. 1-AVAYA desk phone

Sergeants Office:

1. 2- armless tan fabric guest chairs
2. 1-dark brown desk with return
3. 1-black fabric adjustable desk chair with arms
4. 1-AVAYA desk phone
5. 2-Cannondale Patrol bicycles ser#s. R026076 & R027545
6. InFocus projector ser. AHHP40300148
7. Radar equipment on attached list

Hall Way:

1. 2-3 shelf glass door book shelves
2. 1-Black Kevlar Riot Helmet
3. 1-HPD Riot Helmet
4. 1-Hale Mega phone #21269

Interview Room:

1. 2 door black metal cabinet
2. 4-green fabric armless chairs
3. 1-table attached to wall

Lobby:

1. 3-blue fabric arm chairs
2. 18 x 18 occasional table

Patrol Room:

1. 3-cherry laminate corner desks
2. 5 cherry laminate desk tops

3. 3-cherry laminate overhead storage
4. 1-2 x 2 black occasional table
5. 1-cherry laminate 2 drawer file
6. 5-cherry laminate B-B-F roll arounds
7. 3-AVAYA desk phones
8. 1-Visio Flat screen TV
9. 1-Samsung DVD Player
10. 1-Motorola Base Station Radio
11. 1-Staples shredder
12. 5-black fabric adjustable desk chairs with no arms

Locker Room:

1. 1-Hughson City security camera system consisting of: 8 port Gigabyte switch ser. SRW2008P, Acer monitor ser. 95202314943, Dell keyboard ser. ON242F, Dell mouse ser. 10P027LG, Dell tower ser. BZJ1VK1, Power supply ser. RPS1210, Outlet power strip
2. 10-grey metal lockers
3. 1-black wire 5 shelf rack
4. 1-Panasonic DVD recorder 3 DMR-EH59
5. 1-Samsung LED TV monitor
6. 1-White digital camera for interview room
7. 1-small wood bench

Evidence Room:

1. 1-forms shelving
2. 1-Sunbeam scale, model DC4102
3. 1-2 door evidence locker
4. 1-6 door evidence locker

Armory:

1. 1-American Security gun safe
2. 1-Dynamic entry tool
3. 1-black HPD entry shield
4. 1-gun inventory listed on attached sheet

Clerk's Office:

1. 1-Attech Computer ser. 0300820 city tag 05059
2. 1-Fellows Laminator ser. HRL125041207WB0010738
3. 2-AVAYA desk phones
4. 1-Fellows shredder
5. 2-black fabric adjustable desk chairs with arms
6. 2-brown fabric work cubicles with laminate desk tops and under desk file drawers

File Room:

1. 2-4 drawer upright file cabinets

The following inventory of the major items of the Police Department property of Stanislaus Sheriff:

Chief's Office:

1. 1-Desktop computer system and peripherals
2. 1-Motorola Portable Radio XTS 1500 Asset # 82678, Impress charger ser.# WPLN4114AR

Sergeants Office:

1. 1-Desktop computer system and peripherals

Hall Way:

No items

Interview Room:

No items

Lobby:

- 1. Drug/medication disposal program bin
- 2. Stanislaus Sheriff Flag

Patrol Room:

- 1. 1- Polycom ser. H8084102B75C
- 2. 5-Desktop computer systems and peripherals
- 3. 1-Stalker Radar unit asset# 86688

Locker Room:

No items

Evidence Room:

- 1. 1-Access entry door lock security card system

Armory:

No items

Clerk's Office:

- 1. 2-Desktop computer systems and peripherals

File Room:

- 1. 1-16 ft. Kardex file storage shelf system asset # 86150

The following inventory of the armory and property of the City of Hughson

Manufacturer	Model	Caliber	Action	Finish	Serial Number
Remington	870	12 Gauge	Pump	Blue	W793194M
Remington	870	12 Gauge	Pump	Blue	W223517V
Remington	870	12 Gauge	Pump	Blue	W100894V
Remington	870	12 Gauge	Pump	Blue	V793203V
Remington	870	12 Gauge	Pump	Blue	V682925V
Remington	870	12 Gauge	Pump	Blue	V679530V
Remington	870	12 Gauge	Pump	Blue	T336643V
Remington	870	12 Gauge	Pump	Blue	T198803V
Colt LE	AR-15				LBD017190
Colt LE	AR-15				LBD017241
Colt LE	AR-15				LE004534
Colt LE	AR-15				LE004778
Colt LE	AR-15				LE005153
Colt LE	AR-15				LE005156
Glock	G22 GEN3				FCH717US
Glock	G22 GEN3				FCH718US

Purchased in 2002 with H-Bar AR-15's and were later modified by Sheriff's Office Armory.

Radar/Lidar Equipment		
On Hand		Returned to City
Kustom Pro Laser III		MPH Enforcer
Lidar Gun	Equipment	Moving Radar Units
PL 15861	2 Chargers	ENF686000188
	6 Batteries	BEN653001500
	1 AC Adapter	ENF728000143
Decatur Genesis VP		BEN653001019
Radar Guns	Equipment	MPH Speed Gun
GVP02677	1 Charger	Radar Units
GVP02717	6 Batteries	HHM373000056
* Stalker II MDR *		HHM373000074
County Property # 86688		
Radar Gun	Equipment	
AS005854	1 Charger	
	2 Batteries	
Stalker DSR 2X		
Moving Radar in 09-20		
DP12379		
KC035712		
KR012128		
MPH Enforcer		
Moving Radar from 07-07		
ENF728000037		
BEN653001022		
BEN653001497		
Tuning Forks		
237340		
15423		
15272		
237119		
63596		
FA20762		
FB310852		
FA007477		
FA008840		

EXHIBIT C

HUGHSON POLICE SERVICES – CONTRACT RATES

	Budget 2015/2016	Budget 2016/2017	Budget Variance	Var %
Staffing				
Lieutenant/Chief (No Backfill)	0.33	0.37	0.04	12%
Sergeant (No Backfill)	0.5	0.5	0.00	
Deputy Sheriff/Patrol (Backfill)	4	4	0.00	0%
Deputy Sheriff-CRD	1	1	0.00	0%
Legal Clerk III (No Backfill)	1	1	0.00	0%
Total Officers including Lieutenant	5.83	5.87	0.04	1%
Officers per 1,000 based on Population of 7,000	0.83	0.84	0.01	1%
Total Salary and Benefits	772,770	800,457	27,687	4%
Overtime and Extra Help (Backfill, Grants, School, Security events)	166,858	167,360	502	0%
Service, Supplies and Other Charges	60,650	61,150	500	1%
SR911 Dispatch Services	122,081	85,458	(36,623)	-30%
Other Charges (County CAP's)	25,198	23,133	(2,065)	
Transcription Costs	5,000	5,000	-	
Fixed Assets	56,000	-	(56,000)	
Patrol Vehicle Charges (Actual Fleet Costs)	41,700	-	(41,700)	-100%
Vehicle Replacement Costs (was Depreciation)	25,000	75,000	50,000	
Total Cost of City Contract	1,275,257	1,217,558	(57,699)	(1.3)
Revenues:				
City payment to County	1,168,061	1,210,059	41,998	4%
Other Law Enforcement Services	107,195	7,500	(99,695)	-93%
Total Revenue	1,275,256	1,217,559	(57,697)	-5%

Type of Vehicle	Mileage Rate
Patrol Car	\$ 0.90
Intermediate Sedan	\$ 0.66
Full Size Sedan	\$ 0.83
SUV Patrol	\$ 1.47

Current vehicle inventory as of March 2016:

Description	Vehicle #
2009 Ford Police Interceptor (Crown Victoria)	09-18
2009 Ford Police Interceptor (Crown Victoria)	09-20
2015 Ford Explorer Patrol SUV	15-16
2015 Ford Explorer Patrol SUV	15-23

ATTACHMENT B

**STANISLAUS COUNTY
LAW ENFORCEMENT SERVICES
AGREEMENT**

**City of Patterson
2016-2020**

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. Term. The Term of this Agreement shall be July 1, 2016, though June 30, 2020 (the “Term”) unless sooner terminated or extended as provided for herein.
 - A. Extension. 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. Termination. Either Party may terminate this Agreement, without cause, upon 180 days written notice to the other Party.
 - A. Termination Process.
 - i. Transition Plan. 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 statues 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. Reporting.

A. Activity Reports. 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. Media Releases. 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 of 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 worker 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. Revenues.

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 outline 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. Organization. County will provide the services to be performed herein through the following staffing:

A. Chief of Police.

- i. Appointment Process: 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. Replacement Process. 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. Service Expectations. 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. Assigned Sergeants. 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. Assigned Deputies. The County shall assign Deputy Sheriffs to provide law enforcement services to the City, in the number indicated in Exhibit A.

D. Other Staff. 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. Independent Contractor. 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.
- ii. 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. City's Right to Request Replacement Personnel. 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. Sick Leave Temporary Replacement. 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. Disciplinary Temporary Replacement. 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. Annual Leave. 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. Vacancies. 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. Staffing. 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. City Responsibilities. In support of the County providing the law enforcement services described herein, the City promises:

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

B. Criminal Justice Services. 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. Supplies. 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. Facilities. 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.
- ii. 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

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 to 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 true-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 (Detectives/Chief)	8	100,000

Light truck/van, medium truck	10	100,000
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- 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-to-year 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 manufactures 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. County's Obligation. 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. City's Obligation. 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, 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. City Ordinances. 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. Cure. 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. Failure to give Notice. 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. Attorney Fees. 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. Necessary Acts. 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. Designations. 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.

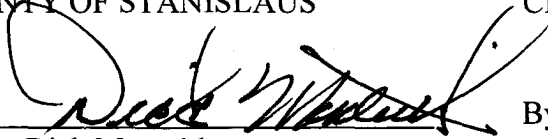
19. Entire Agreement. This Agreement contains the entire Agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties, not embodied herein, or incorporated herein by reference shall be of any force or effect. Notwithstanding anything to the contrary, no term or provision hereof may be changed, waived, discharged, or terminated unless the same is in writing executed by the parties above.
20. Severability. 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. Precedence. 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. No Third Party Beneficiary. This Agreement shall not confer third party beneficiary status on any non-party, including the citizens of either Party.
23. 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.
24. 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.
25. Legal Requirements. The Parties shall comply with all applicable federal, state, and local laws in performing this Agreement.
26. Venue. 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

CITY OF PATTERSON

By: 
Dick Monteith,
Chairman

By: 
Luis Molina
Mayor

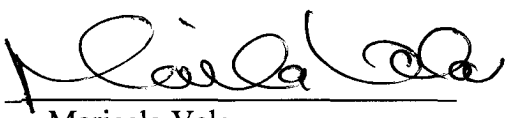
Date: JUL 19 2016

Date: June 21, 2016

ATTEST:

ATTEST:


By: 
Elizabeth King,
Clerk

By: 
Maricela Vela,
City Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

By: 
Adam Christianson,
Sheriff


By: 
Ken Irwin,
City Manager


APPROVED AS TO FORM:

APPROVED AS TO FORM:

John P. Doering
County Counsel

CITY ATTORNEY

By: 
Rob Taro,
Deputy County Counsel

By: 
Tom Hallinan
City Attorney

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

**City of Patterson
(2016-2020)**

EXHIBIT A

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

1. City Request. 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. Property Inventory. The Sheriff and the City Manager have reviewed the Property Inventory attached as Exhibit B and agree that it is accurate and complete.
3. Contract Rates. The Sheriff and the City Manager have reviewed the Contract Rates attached as Exhibit C and accept those rates.
4. Services to be Performed. 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. Excluded Services: 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. Ancillary Services: County will provide the following ancillary Services: STARS Program; Reserve Program.
7. Special Events: The City and County shall share equally the cost of law enforcement services for the annual “Apricot Fiesta.”
8. Staffing Level. The staffing level which will be provided is as follows:

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

	with flexibility.	
Chief*	85% of a Chief of Police, normal business hours, 15% paid by the County and 85% paid by City.	No backfill
Community Service Officer (CSO)	Two, normal business hours, 10 hours/day, 4 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	85%	15%

9. Personnel Term: The Chief of Police will serve a term of three years with an optional fourth year eligible upon approval by both the City and the Sheriff. All other positions will serve terms in accordance with their respective Memorandums of Understanding.
10. Facilities: The City shall provide the existing police facility at 33 S. Del Puerto Avenue, Patterson, for the County to conduct law enforcement services.
11. Dispatch Services: The City shall use the same dispatch services utilized by the Sheriff's Department while this contract is in effect.


APPROVED AND ACCEPTED BY:

STANISLAUS COUNTY SHERIFF:

By: 
 Adam Christianson,
 Sheriff

Date: 7/18/16

CITY MANAGER:

By: 
 Ken Irwin,
 City Manager

Date: 6/22/16

**EXHIBIT B
PATTERSON POLICE SERVICES
PROPERTY INVENTORY
AS OF JUNE 2016**

Vehicles inventory per original agreement in 1998:

1. 1993 Ford Crown Victoria #323 Detective	100,118 miles
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 2016:

1. 07-44 2007 Pontiac Grand Prix (Detective)	83,331 miles
2. 09-37 2009 Ford F150 ½ Ton (CSO)	42,547 miles
3. 09-74 2009 Ford Crown Victoria (Detective)	60,092 miles
4. 09-94 2009 Nissan Altima 2.5S	108,252 miles
5. 11-05 2011 Ford Crown Victoria (Traffic)	83,156 miles
6. 11-14 2011 Ford Crown Victoria	87,733 miles
7. 11-53 2011 Ford Crown Victoria	32,377 miles
8. 11-64 2011 Ford Crown Victoria(SRO)	68,991 miles
9. 12-27 2012 Chevrolet Impala (Chief)	43,289 miles
10. 13-22 2013 Chevrolet Tahoe (K9)	58,414 miles
11. 14-02 2014 Ford Explorer	44,292 miles
12. 14-04 2014 Ford Explorer	20,495 miles
13. 14-10 2014 Ford Explorer	18,893 miles
14. 14-22 2014 Ford Explorer	44,292 miles
15. 14-601 2014 Harley Street Glide	18,500 miles
16. 15-17 2015 Ford Explorer	8,664 miles
17. 15-53 2015 Harley Street Glide	2,030 miles

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

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

1 Remington 700 Rifle w/Leopold 10x Scope (On loan to Sheriff's SWAT unit)
6 Remington 870 12ga shotguns
1 Glock 18 full auto (At SOC)
3 Colt AR-15 .223 Rifle

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

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

	Budget 2015/2016	Budget 2016/2017	Budget Variance	Var %
Staffing				
Lieutenant/Chief (No Backfill)	0.8	0.85	0.05	6%
Sergeant (No Backfill)	3	3	0.00	0%
Deputy Sheriff/Patrol (Backfill)	12	12	0.00	0%
Deputy Sheriff/Traffic (No Backfill)	2	2	0.00	0%
Deputy Sheriff/Detective (No Backfill)	4	4	0.00	0%
Deputy Sheriff/SRO (No Backfill)	0	1	1.00	100%
Community Service Officer (CSO) (No Backfill)	1	2	1.00	100%
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	21.8	22.85	1.05	5%
Officers per 1,000 based on Population of	20,868		0.05	5%
Total Salary and Benefits	2,993,081	3,234,416	241,335	8%
Overtime and Extra Help (Backfill, Grants, School, Security events)	236,830	252,978	16,148	7%
Service, Supplies and Other Charges	156,845	163,050	6,205	4%
SR911 Dispatch Services	354,260	297,242	(57,018)	-16%
Other Charges (County CAP's)	77,315	97,846	20,531	27%
Transcription Costs	13,000	15,000	2,000	15%
Fixed Assets	41,000	-	(41,000)	-100%
Patrol Vehicle Charges (Rates below)	174,680	-	(174,680)	-100%
Vehicle Replacement Costs (Was Depreciation only 15/16)	25,000	240,000	215,000	860%
Total Cost of City Contract	4,072,011	4,300,532	228,521	6%
Revenues:				
City Law Enforcement Services	4,050,481	4,148,619	98,138	2%
Apricot Fiesta	19,030	22,607	3,577	19%
Other Law Enforcement Services	2,500	4,306	1,806	72%
School Resource Officer	-	125,000	125,000	100%
Total Revenue	4,072,011	4,300,532	228,521	6%

Type of Vehicle	Mileage Rate
Patrol Car	\$ 0.90
Intermediate Sedan	\$ 0.66
Full Size Sedan	\$ 0.83
SUV Patrol	\$ 1.47

Current vehicle inventory as of March 2016:	
Description	Vehicle #
2007 Pontiac Grant Prix	07-44
2009 Ford F150	09-37
2009 Ford Police Interceptor (Crown Victoria)	09-74
2009 Ford Police Interceptor (Crown Victoria)	09-94
2011 Ford Police Interceptor (Crown Victoria)	11-05
2011 Ford Police Interceptor (Crown Victoria)	11-14
2011 Ford Police Interceptor (Crown Victoria)	11-53
2011 Ford Police Interceptor (Crown Victoria)	11-64
2012 Chevrolet Impala	12-27
2013 Chevrolet Tahoe	13-22
2014 Ford Explorer Patrol SUV	14-02
2014 Ford Explorer Patrol SUV	14-04
2015 Ford Explorer Patrol SUV	14-10
2015 Ford Explorer Patrol SUV	14-22
2015 Ford Explorer Patrol SUV	15-17
Additional Vehicles not included in the replacement program	
2014 Harley Street Glide	14-601
2015 Harley Street Glide	15-53
2016 Zero DSP	
2016 Zero DSP	
2016 Zero DSP	

ATTACHMENT C

STANISLAUS COUNTY
LAW ENFORCEMENT SERVICES
AGREEMENT

City of Waterford
2016-2020

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 Waterford, 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. Term. The Term of this Agreement shall be July 1, 2016, though June 30, 2020 (the “Term”) unless sooner terminated or extended as provided for herein.
 - A. Extension. 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. Termination. Either Party may terminate this Agreement, without cause, upon 180 days written notice to the other Party.
 - A. Termination Process.
 - i. Transition Plan. 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 statues 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. Reporting.

A. Activity Reports. 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. Media Releases. 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 of 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 worker 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. Revenues.

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 outline 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. Organization. County will provide the services to be performed herein through the following staffing:

A. Chief of Police.

- i. Appointment Process: 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. Replacement Process. 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. Service Expectations. 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. Assigned Sergeants. 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. Assigned Deputies. The County shall assign Deputy Sheriffs to provide law enforcement services to the City, in the number indicated in Exhibit A.

D. Other Staff. 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. Independent Contractor. 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.
- ii. 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. City's Right to Request Replacement Personnel. 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. Sick Leave Temporary Replacement. 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. Disciplinary Temporary Replacement. 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. Annual Leave. 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. Vacancies. 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. Staffing. 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. City Responsibilities. In support of the County providing the law enforcement services described herein, the City promises:

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

B. Criminal Justice Services. 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. Supplies. 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. Facilities. 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.
- ii. 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

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 to 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 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 (Detectives/Chief)	8	100,000

Light truck/van, medium truck	10	100,000
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- 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-to-year 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 manufactures 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. County's Obligation. 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.

- i. City's Obligation. 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, 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.

B. City Ordinances. 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.

C. 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. Cure. 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. Failure to give Notice. 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. Attorney Fees. 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 Waterford
P.O. Box 199
Waterford, CA 95326

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. Necessary Acts. 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. Designations. 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.

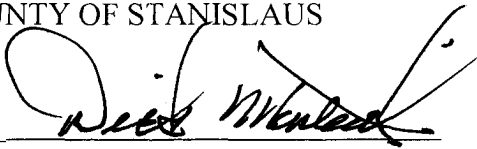
19. Entire Agreement. This Agreement contains the entire Agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties, not embodied herein, or incorporated herein by reference shall be of any force or effect. Notwithstanding anything to the contrary, no term or provision hereof may be changed, waived, discharged, or terminated unless the same is in writing executed by the parties above.
20. Severability. 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. Precedence. 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. No Third Party Beneficiary. This Agreement shall not confer third party beneficiary status on any non-party, including the citizens of either Party.
23. 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.
24. 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.
25. Legal Requirements. The Parties shall comply with all applicable federal, state, and local laws in performing this Agreement.
26. Venue. 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.

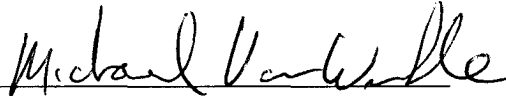
Signatures on following page:

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

COUNTY OF STANISLAUS

CITY OF WATERFORD

By: 
Dick Monteith,
Chairman

By: 
Michael Van Winkle
Mayor

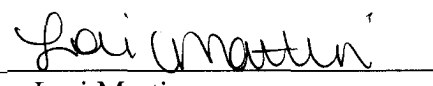
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Date: 06/02/2016

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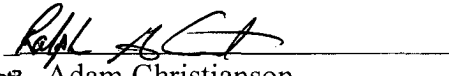
ATTEST:

By: 
Elizabeth King,
Clerk

By: 
Lori Martin,
City Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

By: 
FOR Adam Christianson,
Sheriff

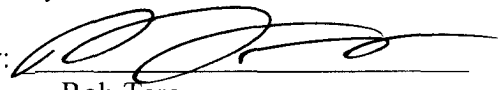
By: 
Tim Ogden,
City Manager

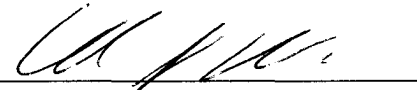
APPROVED AS TO FORM:

APPROVED AS TO FORM:

John P. Doering
County Counsel

CITY ATTORNEY

By: 
Rob Taro,
Deputy County Counsel

By: 
Corbett J. Browning
City Attorney

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

**City of Waterford
(2016-2020)**

EXHIBIT A

**CITY OF WATERFORD
GENERAL LAW ENFORCEMENT
SERVICE LEVEL
REQUEST**

1. City Request. 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. Property Inventory. The Sheriff and the City Manager have reviewed the Property Inventory attached as Exhibit B and agree that it is accurate and complete.
3. Contract Rates. The Sheriff and the City Manager have reviewed the Contract Rates attached as Exhibit C and accept those rates.
4. Services to be Performed. 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. Excluded Services: 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. Ancillary Services: County will provide the following ancillary Services: STARS Program; Reserve Program.
7. Special Events: At this time there are no special events.
8. Staffing Level. The staffing level which will be provided is as follows:

Patrol	Four Primary Patrol deputies (one deputy on A & B squads, both day and graveyard shifts).	Backfill One 24/7, 365 days
Swing	Two (one deputy on A & B) swing shifts.	No backfill
Community Deputy	One deputy	No backfill
Sergeant	100% of a Sergeant.	No backfill
Chief*	50% of a Chief of Police, normal business hours, split between the County and the City.	No backfill
Clerical – Legal III	One, 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 this positions 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 Waterford	COUNTY
Chief of Police	50%	50%

9. Personnel Term: The Chief of Police will serve a term of three years with an optional fourth year eligible upon approval by both the City and the Sheriff. All other positions will serve terms in accordance with their respective Memorandums of Understanding.
10. Facilities: The City shall provide the existing police facility at 312 and 320 E. Street, Waterford, for the County to conduct law enforcement services.
11. Dispatch Services: The City shall use the same dispatch services utilized by the Sheriff's Department while this contract is in effect.

APPROVED AND ACCEPTED BY:

STANISLAUS COUNTY SHERIFF:

CITY MANAGER:

By: 
 FOR Adam Christianson,
 Sheriff

By: 
 Tim Ogden,
 City Manager

Date: 7/20/16

Date: 7-13-2016

**EXHIBIT B
WATERFORD POLICE SERVICES
PROPERTY INVENTORY
AS OF JUNE 2013**

Vehicles inventory per original agreement in 1998:

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. 1995 Ford Crown Victoria #51 Unmarked vehicle	80,034 miles
5. 1997 Ford Crown Victoria #72 Patrol vehicle (leased)	11,627 miles

Current vehicle inventory as of June 2013:

1. 08-09 2008 Ford Crown Victoria Police Int	70,655 miles
2. 08-36 2008 Dodge Charger	55,340 miles
3. 09-08 2009 Ford Crown Victoria Police Int	60,683 miles
4. 09-72 2009 Ford Crown Victoria Police Int	42,152 miles – crashed 07/23/13
5. 12-26 2012 Chevrolet Impala (Chief)	4,861 miles
6. 13-21 2013 Chevrolet Tahoe	7,580 miles

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

1. Mighty Mover Traffic Monitor Trailer, Calif. Lic. E951955 (Trailer is onsite, and being utilize)
2. Raleigh 20" bicycle, Serial #AC5K00243
3. Raleigh 18" bicycle, Serial #AC5K00186
4. 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
5. Sig Sauer Semi-Automatic Model P226 9mm (3 each)
 - Serial #U170875
 - Serial #U500272 5-15 round magazines (Used)
 - Serial #U500273
6. Federal Single Shot Model 201-37mm Gas Gun Serial #G24206
7. S&W 38 Model 36-1 Revolver Serial #13167 (Handgun housed at the Sheriff's Dept weapon storage on Hackett Rd).
8. Ruger Select Fire Rifle, Model Mini 14 -.223(5.56mm) cal. Serial #192-00091
 - 1-15 round magazine (Used)

- 7-30 round magazines (Used)
9. Heckler & Koch MP5K SMG– 9mm Serial #10976 (weapon housed at the Sheriff’s Dept. weapon storage on Hackett Rd.).
 10. Remington Pump Shotguns, Model 870 – 12 Gauge
These weapons are listed as part of the original city inventory
 - Serial Number 1055244V
 - Serial Number S600244V
 - Serial Number S364989V
 These weapons have been acquired by the city since the start of the contract
 - Serial Number AB499843M
 - Serial Number AB499850M
 - Serial Number W526518M
 - Serial Number 1138725V
 11. Multiple Drawer Tool Kit and assortment of Hand Tools
 12. Bogen Tri-Pod Model 3205 Serial #190B/BH26
 13. Hanhart Stop Watches
 - Serial #8404709245
 - Serial #8527310841
 14. Medium Size Metal Storage Box (Armory)
 15. Prisoner Restraint “The Wrap.”
 16. “PR” Wood Batons (3 each) – Housed in the Armory
 17. Straight Wood Batons (2 each) – Housed in the Armory
 18. Premier Crown Riot Helmets w/ Shield, Model #C-3 (Found 1 of an original 8).
 19. Riot Batons, 36”, w/ rubber grommets (Found 3 of an original 12).
 20. Motorola Portable Radios Model P200 (Located 3 of an original 5)
 21. Motorola Six Position Charger for P200 Serial #NTN553619
 22. Zenith 19” Color Television with built-in VCR and remote, Serial #49002251
 23. Bearcat Model BC400XLT Programmable Scanner (located 2 of an original 3)
 - Serial #15000733
 - Serial #15000737
 24. 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
 25. Preliminary Alcohol Screening Device Alco-Sensor IV (located 2 of an original 4)
 - Serial #021815
 - Serial #027527

County Oracle Inventory Records January 2013:

Asset Tag#	Asset Description	Serial Number
78559	Sony Digital 8 Handycam camcorder	1484209
	Workstation cubicle	N/A
	All Steel Furniture	N/A
81491	HP Laser Jest 4240	CNGXD97758
81492	HP Compaq EVO	MXL6230QGQ
81522	HP Compaq EVO	MXL71501S2
81521	HP Compaq EVO	MXL71500P0
82710	Motorola XTS2500 Portable	407CHM0860
82711	Motorola XTS2500 Portable	407CHM0856
82712	Motorola XTS2500 Portable	407CHM0859
82713	Motorola XTS2500 Portable	407CHM0864
82714	Motorola XTS2500 Portable	407CHM0858
82715	Motorola XTS2500 Portable	407CHM0861
82716	Motorola XTS2500 Portable	407CHM0863
82717	Motorola XTS2500 Portable	407CHM0857
82718	Motorola XTS2500 Portable	407CHM0862
82719	Motorola XTS2500 Portable	407CHM0865
85191	HP Compaq 67106 Notebook PC	CNU8022LZ5
85910	Fujitsu Scanner FI-6230	002751

**EXHIBIT C
WATERFORD POLICE SERVICES – CONTRACT RATES**

		Budget 2015/2016	Budget 2016/2017	Budget Variance	Var %
Staffing					
Lieutenant/Chief (No Backfill)		0.5	0.5	0.00	0%
Sergeant/Swing (No Backfill)		0.5	1	0.50	100%
Deputy Sheriff/Patrol (Backfill)		4	4	0.00	0%
Deputy Sheriff/Swing (No Backfill)		2	2	0.00	0%
Deputy Sheriff/Community (No Backfill)		1	1	0.00	0%
Legal Clerk III (No Backfill)		1	1	0.00	0%
Total Officers including Lieutenant		8	8.5	0.50	6%
Officers per 1,000 based on Population of	8,610	0.93	0.99	0.06	6%
Total Salary and Benefits					
		1,052,157	1,128,236	72,426	7%
Overtime and Extra Help (Backfill, Grants, School, Security events)		69,790	92,224	22,434	32%
Service, Supplies and Other Charges		67,515	76,200	8,685	13%
SR911 Dispatch Services		135,848	127,939	(7,909)	-6%
Other Charges (County CAP's)		33,271	30,289		
Transcription Costs		8,000	8,000		
Fixed Assets		95,500	-		
Patrol Vehicle Charges (Rates below)		95,080	-	(95,080)	-100%
Vehicle Replacement Costs (Was Depreciation only in 15/16)	Estimated:	25,000	100,000	75,000	
Total Cost of City Contract		1,582,161	1,562,888	75,556	5%
Revenues:					
City payment to County		1,577,161	1,557,888	(19,273)	-1%
Other LE Svcs		5,000	5,000	-	0%
Total Revenue		1,582,161	1,562,888	(19,273)	-1%

Type of Vehicle	Mileage Rate
Patrol Car	\$ 0.90
Intermediate Sedan	\$ 0.66
Full Size Sedan	\$ 0.83
SUV Patrol	\$ 1.47

Current vehicle inventory as of March 2016:

Description	Vehicle #
2011 Ford Police Interceptor (Crown Victoria)	11-04
2011 Ford Police Interceptor (Crown Victoria)	11-56
2014 Ford Explorer Patrol SUV	14-08
2015 Ford Explorer Patrol SUV	15-01
2015 Ford Explorer Patrol SUV	15-04
2015 Ford Explorer Patrol SUV	16-08