

LAW ENFORCEMENT CONTRACT

THIS IS AN AGREEMENT between the County of Santa Clara, State of California, hereinafter referred to as "County," and the City of Cupertino, State of California, hereinafter referred to as "City."

WHEREAS, County has the legal authority to render law enforcement services and criminal justice administrative services to incorporated cities in the County of Santa Clara and is equipped and willing to do so to the extent and in the manner hereinafter provided; and

WHEREAS, City is primarily responsible for providing law enforcement services within city limits and is desirous of contracting with the County for the rendition of such services; and

WHEREAS, County and City desire to enter into an agreement providing for said services, specifying the nature and extent thereof and establishing compensation to be paid therefore;

NOW, THEREFORE, the parties hereto agree as follow:

I. LAW ENFORCEMENT SERVICES

A. Law Enforcement Services

1. Within the corporate limits of City, County shall provide police protection through its Sheriff's Office as may be required by City and as within the capability of the Sheriff to provide. Services to be performed under this section (A)(1) include patrol of established beats, responses to emergency calls, investigative services, and other law enforcement services. The cost of such services shall be set forth in Exhibit A attached.
2. The rendition of such services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services shall remain in the discretion of the Sheriff.
3. In the event of a disagreement as to the performance or amount of the services to be provided pursuant to this section (A)(1), the Sheriff or his/her designee shall meet with the representative(s) of City to review the manner of performance of such services.

B. Supplemental Services

1. Within the corporate limits of City, County shall, through its Sheriff's Office, provide supplemental services as requested by the City. The cost of such services shall be at the rate set forth in Exhibit A. Services to be

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performed under this section (B)(1) shall be provided exclusively within the City limits of City except in an emergency. These services may include, if requested by City, traffic law enforcement beyond the basic services, crime prevention patrols, and other law enforcement services that are acceptable of being scheduled and within the capability of the Sheriff to provide.

2. The plan of patrol, the hours of coverage and other similar details shall be determined, insofar as it is possible to do so, by the mutual consent of the Sheriff and the City Manager of City.
3. The level of requested supplemental services shall be determined by mutual written agreement between the County and the City prior to the beginning of the fiscal year. The agreed upon level of supplemental service shall remain constant in the fiscal year, except upon sixty (60) days written notice by either party. City may, at any time during the term of this contract, request supplemental services from the Sheriff for a specific period within any fiscal year. Said Agreement for Supplemental Services shall be an addendum to this agreement and shall provide for the type, cost, level and time of such services.
4. Regional assets shall provide services to City on the same basis as these regional asset services are provided to other law enforcement agencies as provided in mutual aid protocol.

C. Supplemental Reserve Services

These services are provided by reserve sheriff deputies. Their primary responsibility is the transportation of arrestees from the arrest location to the appropriate jail facility, and additional services as requested by City and approved by the Sheriff's Office.

D. Plan for Service

1. Prior to March 1st of each contract year, City shall provide to the Sheriff a written statement of the level of law enforcement service to be provided during the coming contract year. If City fails to request a specific level of service of the coming fiscal year not less than thirty (30) days prior to the start of the fiscal year, County may provide the same level of service as was provided during the previous fiscal year, but for a period of time not to exceed thirty (30) days.

2. Prior to March 15th of each contract year, City and Sheriff shall develop a plan which specifies the level and amount of services to be provided in the ensuing fiscal year.

E. Assignment and Transfer Policy

Sheriff's deputies assigned to provide Law Enforcement Services and Supplemental Services as herein described shall be assigned to City for a period of not less than three years except when a person is reassigned because of promotion or layoff, because a transfer is requested by the individual, or by the City and concurred with by the Sheriff.

Special Assignment personnel (e.g. SRO) shall be assigned to City for a period of not less than five years except when a person is reassigned because of promotion or layoff, because a transfer is requested by the individual, or by the City and concurred with by the Sheriff.

F. Designation of Chief of Police

If City shall so desire, and County and the Sheriff shall so agree, nothing in the agreement prevents or limits City from designating the Sheriff or his designee as its Chief of Police in order to satisfy the provisions of Part I, Division 3, Title 4 of the California Government Code (sections 36501, et seq.). However, this shall not affect the authority of the Sheriff to control and direct employees of this Office in carrying out duties and obligations pursuant to this contract and shall not increase any liability to the County arising from this agreement.

G. Disaster Contingency Plan

1. In the event of a major disaster that necessitates the activation of an Emergency Operations Center in City, a Sheriff's representative shall immediately be dispatched and report to the Director of Emergency Services (City Manager).
2. Initial response by a Deputy Sheriff may be the nearest patrol unit or able bodied officer available.
3. A pre-designated Sheriff's Emergency Operations Center liaison officer shall be notified as soon as possible to respond to the Emergency Operations Center and coordinate law enforcement responsibilities.

4. The pre-designated Emergency Operations Center liaison officers maintained on the active call list shall be available to the Director of Emergency Services.
5. Responsibility for personnel instruction and any specialized training in the Emergency Operations Center shall be provided by City.
6. In the event a major disaster occurs, the Sheriff's Office shall provide support as required to comply with the City's emergency operations cost recovery efforts.

H. Booking and Processing Services

County shall provide booking and processing services to those arrested persons within the corporate limits of City, and who are brought to the County jail for booking or detention.

I. Communication Services

The County shall, through its Communication Department, provide for emergency communication services in support of the Sheriff's Office and City's operations. Services will include 24 hour per day 9-1-1 telephone answering and radio dispatching of Sheriff's personnel. Services will be provided in accordance with the existing departmental operational procedures.

II. COMPENSATION

A. Compensation for Law enforcement Services Provided by Sheriff

1. The City shall compensate the County utilizing the Fiscal Year 2014/2015 base rate established for general law enforcement and county communications (hereinafter "law enforcement"). The parties agree that the annual increase to law enforcement service costs shall be limited to the base rate times the percentage increase in total compensation (exclusive of PERS) provided to all patrol deputies of the Sheriff's Office as set forth in a calculation formula agreed and attached hereto as "Exhibit B" and incorporated herein by reference, or the annual average for the 12 month period from December to December of the US Department of Labor, Bureau of Labor Statistics, Urban Wage Earners and Clerical Workers Consumer Price Index for the San Francisco-Oakland-San Jose region (hereinafter "CPI/W") plus 2%, whichever is less. For years in which compensation is increased in a multi-year contract, the annual increase to law enforcement service costs shall be limited to the average

compensation increase for each year of the contract, not to exceed CPI/W plus 2% for each individual year. The increase over the life of the agreement will not exceed the actual cumulative average of CPI/W plus 2% for the life of the agreement. In addition, the city agrees to compensate the county for any PERS cost increases charged to the County. These contractual costs may be adjusted only one (1) time per year to be effective at the start of each fiscal year on July 1.

2. If, during the course of a fiscal year, it appears that the Sheriff will exceed the planned level of service, City or Sheriff shall as soon as possible notify the other party and propose amendments or modifications to the plan of services for the balance of the fiscal year. City or Sheriff shall review any such proposed modifications but is not obligated to approve them. If City does not approve them, the Sheriff is not obligated to provide such services over and above the level of services provided in the plan. City is not obligated to pay for services in an amount greater than the total that has been approved in the plan. The County agrees that it will not unilaterally reduce the level of law enforcement services without prior consultation with the City.
3. In those years during which a contract is to be negotiated between the County of Santa Clara and the Deputy Sheriffs Association, and has not been settled for the purpose of computing increases in this agreement, the county shall utilize the average CPI/W plus 2% for computation of said increases plus any additional PERS contribution increases. County will subsequently notify city of any increases in rates resulting from the new contract terms, within thirty (30) days of the date of such contract resolution. For years in which compensation is increased in a multi-year contract, the annual increase to law enforcement service costs shall be limited to the average compensation increase for each year of the contract, not to exceed CPI/W plus 2% for each individual year. The increase over the life of the agreement will not exceed the actual cumulative average of CPI/W plus 2% for the ten year agreement.
4. County shall specify to City, not less than sixty (60) days prior to the start of City's fiscal year the new projected budget annual contract, amount.
 - a. City shall compensate County at the primary rate, for the "Activity" and "Patrol" time expended in the City. Additionally, County shall charge City for meal periods, "beat preparation" time

and "securing from beat" time at the rate of ten percent (10%) of the above referenced hours.

- b. "Activity" and "Patrol" times are identified through the County Patrol Activity Network Analysis (COPANA) and Patrol Activity Report (PAR). A listing of items and their designations as "Activity" or "Patrol" are to be set forth in the attachment to the yearly plan for service. The COPANA and PAR software applications may be updated or exchanged for newer software applications during the life of the agreement.

B. Supplemental/Reserve Service

1. Compensation for all services within Sections A., B. and C. to be rendered pursuant to this agreement shall be based upon one of the following five (5) rates per hour of service:
 - a. Primary Rate. This rate is calculated to reflect the average full cost of a single Deputy with patrol vehicle.
 - b. Supplemental Day Rate. This rate is calculated according to the cost of a single Deputy with patrol vehicle during periods when the night shift differential salary increment is not payable to the deputy who operates the vehicle.
 - c. Supplemental Night Rate. This rate is calculated according to the cost of a single Deputy with patrol vehicle during periods when the night shift differential salary increment is payable to the deputy who operates the vehicle.
 - d. Supplemental Reserve Rate. This rate is calculated according to the cost of two Reserve Deputy Sheriff with patrol vehicle.
 - e. Investigative Service Rate. This rate is calculated to reflect the average full cost per hour of an investigator's time.
2. City shall compensate County monthly for each hour of Supplemental Service at the rates described above and specified in Exhibit A.

C. Base Rent and Operating Costs of Westside Substation

1. City and County shall share the costs of renting and operating the West Valley Division Substation as follows:

- a. The City's share of the base rent and operating cost will be based upon the lease agreement between the County and Dollinger Properties, LLC dated [November 8, 2014 and City shall be responsible for its share of this base rent increase. City shall be responsible for any increase in operating expenses and real estate taxes allocated to the building to the extent that such expenses exceed costs incurred in the FY2014/2015 Base Year. Yearly increases in controllable operating costs (other than insurance, taxes and utilities) shall be capped at 5%. These operating costs may be adjusted only one (1) time per year to be effective at the start of each fiscal year on July 1.

The City's share of the operating cost and base rent will be a prorated amount based upon the actual billable hours as indicated in the COPANA reports. For budgeting purposes estimates are provided in the plan of execution of law enforcement services contract provided each year.

- b. City shall pay to County monthly that portion of the substation operating costs attributable to City. Any change to the location of the substation, or the cost of the facility over and above the contract language as set forth in I.I.C.l.a., shall be mutually agreed to by the parties to this agreement.
- c. For the purposes of this provision of the Agreement (1) "Operating Costs" are defined as the cost of rent, janitorial services, minor repairs, and utilities and all other costs the County is required to pay under the lease agreement for the substation.
- d. Pro-rata share to City for substation costs will not be changed during the term of this agreement due to the loss of any contracting city unless mutually agreed to by the remaining parties to the agreement.

D. Compensation for Criminal Justice Administrative Services

The criminal justice administrative fee is based upon an approved Ordinance No. NS - 300.470.

E. Method of payment for all Services

Compensation for all services shall be paid by City to County in the following manner:

1. The City shall pay to County an amount equal to one-twelfth of the annual projected budget amount as calculated in Exhibit B. First payment is due on the tenth day following the last day of each month of the contract year.
2. Adjustment to the law enforcement annual projected budget-amount shall be performed every year of the contract as follows:
 - a. The difference between the actual cost of police services for the previous year, as shown by the COPANA report and the amount actually paid by City to County for those services shall be added to, or subtracted from, the amount paid for the prior year.
 - b. Other police services not included in COPANA Reports shall be reconciled every year for those specific services.
3. Payments, or any portion thereof, not made by City to County within thirty (30) days of the due date shall accrue interest at the rate of ten percent (10%) per annum until paid. Interest so accrued shall be payable to county on the last day of the month in which it accrued.
4. By September 30 following the end of each of the contract reconciliation years, County shall provide to City the COPANA report for the entire contract years. If the amount actually paid by City to County exceeds the cost of law enforcement services and operating costs of West Valley Station as set forth in the COPANA report, County shall pay to City the amount of such excess by October 1 following the end of the contract year.

Within twenty-one (21) days of receipt of such final COPANA report, city shall pay to County the full amount, if any, by which the costs of police services, as set forth in all COPANA reports for the contract year, exceeds the amount actually paid by City for such services. For purposes of calculating the final amount due to County from City, City's credit for the amount actually paid by City shall not include any interest paid by City due to late monthly payments.

III. REPORTS

A. Monthly Reports County shall provide to City on a monthly basis report(s) on the incidence of crime within City. Said report(s) shall differentiate between "law

enforcement services" and "supplemental services," and shall be in a format as agreed upon between County and City.

1. County shall provide such month end reports to City within thirty (30) days of the last day of that month.
2. By September 30 following the end of the contract year, County shall provide to City the COPANA report for the entire contract year.
3. Special additional reports requested by City may be provided at cost.

IV. HOLD HARMLESS CLAUSE

- A. The County shall indemnify, defend, and hold harmless the City, its officers, agents and employees from any loss, liability, claim, injury or damage arising out of, or in connection with, performance of the duties and obligations of the County and its employees set forth in this agreement.
- B. The City shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any loss, liability, claim, injury or damage arising out of, or in connection with, performance of the duties and obligations of the City and its employees set forth in this agreement.
- C. This mutual indemnification agreement is adopted pursuant to Government code section 895.4 and in lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government code section 895.6.

V. INSURANCE AND LIABILITY

County and City shall each maintain its own liability insurance coverage, through self-insurance or otherwise, against any claim of civil liability arising out of the performance of this agreement.

VI. TERM OF AGREEMENT

This agreement shall become effective on 7/1/14, and may be terminated without cause by County or City upon the giving of one-hundred and eighty (180) days written notice of such termination to the other party. In the absence of such notice of termination, this agreement shall be effective for a term of one hundred and twenty (120) months until 7/1/24, subject to any modifications which are made in accordance with the terms and conditions of this agreement. If City elects to terminate this Agreement prior to the expiration of the ten-year term, the City shall nonetheless pay the full amount of its pro-

rata share remaining on County tenant improvements, moving costs and remaining lease commitments for the West Valley Division substation.

At the expiration of this ten (10) year contract, this contract can be renewed for an additional five (5) year period upon written notice of renewal by City and the County to the other parties at least one hundred eighty (180) days prior to the expiration of this contract.

COUNTY OF SANTA CLARA

CITY OF CUPERTINO

By: *Mike Wasserman*
Mike Wasserman, President Board of Supervisors

By: *David Brandt*
David Brandt, City Manager

Date: AUG 05 2014

Date: 7/21/14

Signed and certified that a copy of this Document has been delivered by electronic Or other means to the President, Board of Supervisors.

Attest: *Grace Schmidt*
Grace Schmidt, City Clerk
Date: 7-21-14

Attest: *Lynn Regadanz*
Lynn Regadanz,
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

Carol Korade for
Carol Korade, City Attorney

Date: 7/21/14

BOARD OF SUPERVISORS

APPROVED AS TO FORM AND LEGALITY:

Cheryl Stevens
Cheryl Stevens, Deputy County Counsel

Date: 7/22/14

PO 00058635

EXPENDITURE DISTRIBUTION

Account: 110-2100-7052 Amount: \$9,498,819

**EXHIBIT A
PROPOSED COSTS
FISCAL YEAR 2014-2015**

	<u>RATES</u>	<u>CUPERTINO</u>	<u>LOS ALTOS HILLS</u>	<u>SARATOGA</u>	<u>UNINCORP. CITIES</u>
GENERAL LAW ENFORCEMENT					
Proposed Hours - Activity					
Proposed Hours - Patrol					
Total Hours		<u>38,248.0</u>	<u>5,421.0</u>	<u>20,060.0</u>	<u>14,696.0</u>
Proj Costs FY 2014-2015 @ \$164.90		<u>\$6,307,095</u>	<u>\$893,923</u>	<u>\$3,307,894</u>	<u>\$2,423,370</u>
TRAFFIC ENFORCEMENT - DAYS:					
Proposed Hours		<u>7,200.0</u>	<u>43.0</u>	<u>4,195.4</u>	<u>0.0</u>
Proj Costs FY 2014-2015 @ \$162.43			\$6,984	\$681,451	\$0
Cupertino @ \$162.45		<u>\$1,169,640</u>			
TRAFFIC ENFORCEMENT - NIGHTS:					
Proposed Hours		<u>0.0</u>	<u>0.0</u>	<u>0.0</u>	<u>0.0</u>
Proj Costs FY 2014-2015 @ \$166.04			\$0	\$0	\$0
Cupertino @ \$166.06		<u>\$0</u>			
INVESTIGATIVE HOURS:					
Proposed Hours		7,200.0	600.0	2,400.0	0.0
Proj Costs FY 2014-2015 @ \$159.02		<u>\$1,144,944</u>	<u>\$95,412</u>	<u>\$381,648</u>	<u>\$0</u>

**EXHIBIT A
PROPOSED COSTS
FISCAL YEAR 2014-2015**

	<u>RATES</u>	<u>CUPERTINO</u>	<u>LOS ALTOS HILLS</u>	<u>SARATOGA</u>	<u>UNINCORP. CITIES</u>
RESERVES ACTIVITY HOURS:					
Proposed Hours		<u>1,650.0</u>	<u>22.0</u>	<u>340.0</u>	<u>0.0</u>
Proj Costs FY 2014-2015 @ \$48.70		<u>\$80,355</u>	<u>\$1,071</u>	<u>\$16,558</u>	<u>\$0</u>
OPERATING COSTS OF WEST VALLEY SUBSTATION:					
Proj Hours FY 2014-2015 89,863		<u>45,448</u>	<u>5,464</u>	<u>24,255</u>	<u>14,696</u>
Percentage		<u>50.5748%</u>	<u>6.0804%</u>	<u>26.9911%</u>	<u>16.3538%</u>
Proj Costs July 2014 - Oct 2014 @ \$418,614 yr		<u>\$70,571</u>	<u>\$8,484</u>	<u>\$37,663</u>	<u>\$22,820</u>
Proj Costs Nov 2014 - Jun 2015 @ \$418,614 yr		<u>\$141,142</u>	<u>\$16,969</u>	<u>\$75,326</u>	<u>\$45,639</u>
Total Proj Costs of Substation = \$418,614		<u>\$211,713</u>	<u>\$25,453</u>	<u>\$112,989</u>	<u>\$68,459</u>
SUBTOTAL COSTS:					
Proj Costs FY 2014-2015		<u>\$8,913,747</u>	<u>\$1,022,843</u>	<u>\$4,500,540</u>	<u>\$2,491,829</u>
PROJECTED SPECIAL SERVICES					
Projected Hours FY 2014-2015		1,815.5	0	0	0
Cupertino Traffic Sergeant		\$189,351	\$0	\$0	\$0
Saratoga School Resource Officer		<u>\$0</u>	<u>\$0</u>	<u>\$100,000</u>	<u>\$0</u>
SCHOOLS RESOURCE OFFICER					
Proj Costs FY 2014-2015 @ \$136.23 (1 SRO @ 85% and 1 SRO @ 75%)		<u>\$395,721</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL SHERIFF LAW ENFORCEMENT COSTS					
Projected Costs FY 2014-2015		<u>\$9,498,819</u>	<u>\$1,022,843</u>	<u>\$4,600,540</u>	<u>\$2,491,829</u>
CAPPED COSTS 2014-2015					
Proj Costs Capped @ 4.6% (CPI+2%) Increase		<u>\$9,840,602</u>	<u>\$1,060,170</u>	<u>\$4,753,605</u>	<u>\$0</u>
AMOUNTS BELOW CAP OF 4.6%		<u>(\$341,783)</u>	<u>(\$37,327)</u>	<u>(\$153,065)</u>	<u>\$0</u>

Law Enforcement Contract
Exhibit B
Compensation for Services

To calculate the annual projected budget increase to this contract, the following shall apply:

ANNUAL COST OF LIVING INCREASE IN TOTAL COMPENSATION:

1. Total compensation refers to the amount Santa Clara County Sheriff Department provides for total compensation (salary and benefits) at top step for a 40-hour patrol deputy.
2. At the subsequent July 1, the new total compensation amount (exclusive of PERS) will be divided by the total compensation effective on the prior July 1 (exclusive of PERS), to derive a percentage change in total compensation.

The annual projected budget increase in contract costs shall be computed as follows:

Fiscal Year 2014/2015:

Base Year 2014/2015 costs = costs as shown in Exhibit A to this Agreement.

Fiscal Years 2015/2016 through 2024/2025:

Preceding Base Year Costs

X

Lesser of Percentage change in total compensation or Consumer Price Index- Urban Wage Earners and Clerical Workers (CPI/W) plus 2% (For years in which compensation is increased in a multi-year contract, the annual increase to law enforcement service costs shall be limited to the average compensation increase for each year of the contract, not to exceed CPI/W plus 2% for each individual year.)

Plus

Percentage Change (Increase/Decrease) in Actual County PERS Costs