

## LAW ENFORCEMENT CONTRACT

THIS IS AN AGREEMENT between the County of Santa Clara, State of California, hereinafter referred to as "County," and the Town of Los Altos Hills, hereinafter referred to as "Town."

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

WHEREAS, County and Town 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 Town, County shall provide police protection through its Sheriff's Office as may be required by Town 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 Town to review the manner of performance of such services.

#### B. Supplemental Services

1. Within the corporate limits of Town, County shall, through its Sheriff's Office, provide supplemental services as requested by the Town. 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 Town limits of Town except in an emergency. These services may include, if requested by Town, 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 Town.
3. The level of requested supplemental services shall be determined by mutual written agreement between the County and the Town 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. Town 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 Town 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's deputies. Their primary responsibility is the transportation of arrestees from the arrest location to the appropriate jail facility, and additional services as requested by Town and approved by the Sheriff's Office.

**D. Plan for Service**

1. Prior to March 1<sup>st</sup> of each contract year, Town shall provide to the Sheriff a written statement of the level of law enforcement service to be provided during the coming contract year. If Town 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 15<sup>th</sup> of each contract year, Town 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 Town 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 Town and concurred with by the Sheriff.

Special Assignment personnel (e.g. SRO) shall be assigned to Town 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 Town and concurred with by the Sheriff.

**F. Designation of Chief of Police**

If Town shall so desire, and County and the Sheriff shall so agree, nothing in the agreement prevents or limits Town 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 Town, 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 Town.
6. In the event a major disaster occurs, the Sheriff's Office shall provide support as required to comply with the Town'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 Town, 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 Town'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 Town 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 of December to December of the US Department of Labor, Bureau of Labor Statistics, Urban Wage Earners and Clerical Workers Consumer Price Index (CPI/W) 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 Town 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, Town 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. Town or Sheriff shall review any such proposed modifications but is not obligated to approve them. If Town does not approve them, the Sheriff is not obligated to provide such services over and above the level of services provided in the plan. Town 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 Town.
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 Town 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 Town, not less than ninety (90) days prior to the start of Town's fiscal year, the new projected budget annual contract amount.
  - a. Town shall compensate County at the primary rate, for the "Activity" and "Patrol" time expended in the Town. Additionally, County shall charge Town 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 Sheriffs 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. Town 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. Town and County shall share the costs of renting and operating the West Valley Division Substation as follows:
  - a. The Town's share of the base rent and operating cost will be based upon the lease agreement between the County and Dollinger Properties, LLC. The monthly base rent will increase 2.5% each year commencing November 8, 2015 and Town shall be responsible for its share of this base rent increase. Town 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 Town'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. Town shall pay to County monthly that portion of the substation operating costs attributable to Town. Any change to the location of the substation, or the cost of the facility over and above the contract language as set forth in II.C.1.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 Town 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 County of Santa Clara Ordinance No. NS - 300.470.

**E. Method of payment for all Services**

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

- 1. The Town 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 Town 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 Town 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 Town the COPANA report for the entire contract years. If the amount actually paid by Town to County exceeds the cost of law enforcement services and operating costs of the West Valley Station as set forth in the COPANA report, County shall pay to Town 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, Town 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 Town for such services. For purposes of calculating the final amount due to County from Town, Town's credit for the amount actually paid by Town shall not include any interest paid by Town due to late monthly payments.

### **III. REPORTS**

#### **A. Monthly Reports**

County shall provide to Town on a monthly basis report(s) on the incidence of crime within Town. Said report(s) shall differentiate between "law enforcement services" and "supplemental services," and shall be in a format as agreed upon between County and Town.

1. County shall provide such month end reports to Town 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 Town the COPANA report for the entire contract year.
3. Special additional reports requested by Town may be provided at cost.

#### **IV. HOLD HARMLESS CLAUSE**

- A. The County shall indemnify, defend, and hold harmless the Town, 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 Town 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 Town 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 Town 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 Town 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 Town elects to terminate this Agreement prior to the expiration of the ten-year term, the Town 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.

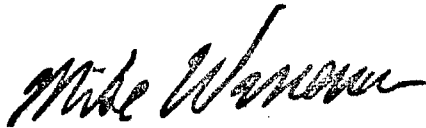
At the expiration of this ten (10) year contract, this contract can be renewed for an additional five (5) year period upon written notice of renewal by Town and the County to the other parties at least one hundred eighty (180) days prior to the expiration of this contract.

The 2004 Law Enforcement Contract between the parties and any extension thereof is terminated upon the effective date of this Agreement.

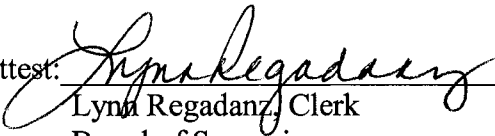
This agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one document.

COUNTY OF SANTA CLARA

Date: JUN 24 2014

By:   
Mike Wasserman, President  
Board of Supervisors

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

Attest:   
Lynn Regadanz, Clerk  
Board of Supervisors


Dated: JUN 24 2014

APPROVED AS TO FORM AND LEGALITY:


  
Cheryl Stevens, Deputy County Counsel (Date)

TOWN OF LOS ALTOS HILLS

Date: June 19, 2014

By:   
Carl Cahill, City Manager

APPROVED AS TO FORM AND LEGALITY:

  
Steven Mattas, City Attorney  
Dated: June 19, 2014

**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>
<b>GENERAL LAW ENFORCEMENT</b>								
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>
<b>TRAFFIC ENFORCEMENT - DAYS:</b>								
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			<u>\$6,984</u>	<u>\$681,451</u>	<u>\$0</u>
Cupertino		@	\$162.45		<u>\$1,169,640</u>			
<b>TRAFFIC ENFORCEMENT - NIGHTS:</b>								
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			<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Cupertino		@	\$166.06		<u>\$0</u>			
<b>INVESTIGATIVE HOURS:</b>								
Proposed Hours					<u>7,200.0</u>	<u>600.0</u>	<u>2,400.0</u>	<u>0.0</u>
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>
<b>RESERVES ACTIVITY HOURS:</b>					
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>
<b>OPERATING COSTS OF WEST VALLEY SUBSTATION:</b>					
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>
<b>SUBTOTAL COSTS:</b>					
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>
<b>PROJECTED SPECIAL SERVICES</b>					
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>
<b>SCHOOLS RESOURCE OFFICER</b>					
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>
<b>TOTAL SHERIFF LAW ENFORCEMENT COSTS</b>					
<b>Projected Costs FY 2014-2015</b>		<u><b>\$9,498,819</b></u>	<u><b>\$1,022,843</b></u>	<u><b>\$4,600,540</b></u>	<u><b>\$2,491,829</b></u>
<b>CAPPED COSTS 2014-2015</b>					
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