

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

DEPT: Chief Executive Office

BOARD AGENDA # *B-8

Urgent

Routine

AGENDA DATE November 25, 2014

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of an Agreement with the City of Patterson to Perform Law Enforcement Services for the Crows Landing Air Facility

STAFF RECOMMENDATIONS:

1. Approve the agreement with the City of Patterson to perform Law Enforcement Services for the Crows Landing Air Facility.
2. Authorize the Chairman of the Board to sign the Agreement with the City of Patterson.

FISCAL IMPACT:

The agreement with the City of Patterson is for a term of three years, with two one-year extensions. The cost of law enforcement services through this agreement is \$19,800 annually. The existing agreement is \$18,000 annually; the new agreement will provide increased security at an additional \$1,800 annually. These services are paid through the Crows Landing Air Facility budget, funded by farm lease revenue. Any necessary budget adjustment will be addressed in the Fiscal Year 2015-2016 Mid-Year Financial Report.

BOARD ACTION AS FOLLOWS:

No. 2014-578

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:


CHRISTINE FERRARO TALLMAN, Clerk

File No. C-4-B-7

Approval of an Agreement with the City of Patterson to Perform Law Enforcement Services for the Crows Landing Air Facility

DISCUSSION:

In 2004, the County Board of Supervisors accepted conveyance of the former Crows Landing Air Facility, and NASA transferred ownership of 1,355 acres to the County. Of the remaining 176 acres associated with the former military facility, 6 parcels totaling 94.7 acres have undergone soil and groundwater remediation and were determined to be clean to industrial standards. Remediation of one 81.3-acre parcel is ongoing. The 1,531-acre former Crows Landing Naval Air Facility is located in an unincorporated portion of western Stanislaus County, approximately 2 miles from Interstate 5.

On December 1, 2004 the County and the City of Patterson entered into a five year agreement for law enforcement services for the Crows Landing Air Facility. This agreement was extended for an additional five years in 2009, and expires on November 30, 2014.

The proposed new agreement is for three years effective December 1, 2014, with two one-year extensions. The City of Patterson, through its Contract Cities agreement with the Sheriff's Department, will provide general law enforcement services to the Crows Landing Air Facility. Additionally, the City of Patterson has a current agreement with Rank Security services and will extend those services to the County through this agreement. The agreement includes enhanced patrol services that include the following:

- A minimum of two (2) and a maximum of four (4) patrols per night, seven days a week.
- Each patrol shall begin at 2000 hours (8:00 p.m.) and 2200 hours (10:00 p.m.), and conclude between 0400 hours (4:00 a.m.) and 0600 hours (6:00 a.m.) respectfully. Additional patrols will be performed at the discretion of the Assigned Chief of Police.
- An additional patrol shall be made on Saturday and Sunday to occur in the mid-afternoon around 1500 hours (3:00 p.m.).
- Priority response to all emergency calls for service at the facility via 911 or other forms of alert such as alarms.
- Response to all non-emergency calls for service at the facility as time permits.
- Investigation of general crimes not requiring specialization.

The Patterson City Council approved the agreement at their November 18, 2014 meeting.

POLICY ISSUES:

The recommended actions are consistent with the Board's priorities of A Safe Community by providing security services for the County-owned Crows Landing Air Facility.

Approval of an Agreement with the City of Patterson to Perform Law Enforcement Services for the
Crows Landing Air Facility

STAFFING IMPACT:

The Chief Executive Office staff will administer and oversee the agreement.

CONTACT PERSON:

Keith Boggs, Assistant Executive Officer Telephone: (209) 652-1514

ATTACHMENT:

Agreement with City of Patterson

**AGREEMENT FOR THE CITY OF PATTERSON
TO PERFORM LAW ENFORCEMENT SERVICES
FOR THE COUNTY OF STANISLAUS
CROWS LANDING AIR FACILITY**

THIS AGREEMENT, is made and entered into by and between the County of Stanislaus ("COUNTY"), and the City of Patterson ("CITY"), and shall become effective on December 1, 2014.

RECITALS

WHEREAS, the COUNTY owns the property located near the City of Patterson known as the Crows Landing Air Facility, which facility requires security and law enforcement services;

WHEREAS, the COUNTY and CITY have entered into an agreement by which the COUNTY has agreed to provide the City with law enforcement services and functions within the City's boundaries (the "Contract Cities Agreement");

WHEREAS, COUNTY desires CITY to perform law enforcement services at the Crows Landing Air Facility;

WHEREAS, CITY agrees to perform such law enforcement services as described herein and pursuant to the terms and conditions below;

WHEREAS, the CITY will incur costs and expenses associated with the deployment of its contract law enforcement staff arising out of the performance of this Agreement; and

WHEREAS, the parties to this Agreement have the legal authority to enter into this Agreement pursuant to the provisions of Article I, Chapter I, Part 2, Division 1, Title 5, Sections 51300, et seq., and Chapter 5, Division 7, Title 1, including but not limited to Sections 6502, 6503 and 6504 et seq., of the Government Code of the State of California.

NOW, THEREFORE, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. The term of this Agreement shall be from December 1, 2014, through November 30, 2017 inclusive.

2. Subject to all the terms and conditions of this Agreement, including, but not limited to, any and all terms and conditions contained in any exhibit or attachment hereto, CITY shall perform, and COUNTY shall be entitled to have CITY perform, such law enforcement services for COUNTY as set forth in Exhibit A, attached hereto and incorporated herein by this reference.
3. The provision of personnel and equipment required to perform the law enforcement services described in Exhibit A, shall be performed in accordance with terms and conditions stated in the Contract Cities Agreement, including the provisions therein relating to indemnity.
4. The use or need for specialized investigation services or the deployment of special response teams, such as SWAT, shall be the responsibility of the COUNTY SHERIFF.
5. COUNTY shall pay CITY the annual cost of services set forth in paragraph 4 of Exhibit A.
6. COUNTY designates the Stanislaus County Chief Executive Officer, 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 the performance of this Agreement.
7. Any notice or notices provided for by this Agreement to be given or serviced upon the COUNTY shall be given or served by letter deposited in the United States Mail, postage prepaid and addressed to:

STANISLAUS COUNTY CHIEF EXECUTIVE OFFICE
1010 10th Street, Suite 6800
Modesto, CA 95354

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
33 S. Del Puerto Ave.
P.O. Box 667
Patterson, CA 95363

8. CITY shall provide COUNTY, within thirty (30) days of the close of each calendar month, a statement covering 1/12 (one-twelfth) of the annual cost of services set forth in paragraph 4 of Exhibit A and COUNTY shall pay CITY therefore within thirty (30) days after receipt of such statement. Notwithstanding any provision of law to the contrary, including, but not limited to Section 907 of the California Government Code, if such payment is not received by CITY within thirty (30) days after rendition of billing, CITY may satisfy such indebtedness from any and all funds of COUNTY collected by CITY, after giving written notice to COUNTY of CITY's intention to do so.
9. This Agreement shall become effective on December 1, 2014, and shall continue in full force and effect until November 30, 2017. By mutual agreement, this Agreement may be extended for two additional one-year terms. COUNTY will notify CITY of its request to extend this Agreement, in writing, at least sixty (60) days prior to the expiration of the Agreement. CITY will notify COUNTY of its intention to participate in an extension of the Agreement within thirty (30) days of receipt of the COUNTY's request to extend the Agreement.
10. CITY or COUNTY, with or without cause, may cancel their participation in the Agreement by a thirty (30) day written notification to the other party. In the event a decision is made to cancel this Agreement, by one or both parties, all parties shall execute any and all documents required by federal, state or county law to effectuate the dissolution of the Agreement.

11. The parties agree that 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 ten (10) 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 further agree to submit their dispute to mediation within thirty (30) days after presentation of the written notice. In the event the mediation is unsuccessful in facilitating a resolution of the parties dispute, the parties shall have the right to then pursue any and all available legal remedies. 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 attorney's fees.

12. 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, including but not limited to, the negotiation and execution of additional agreements.

13. Miscellaneous Provisions:

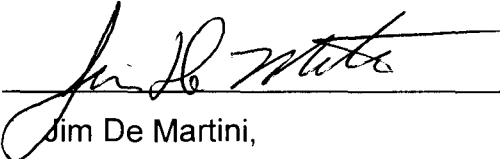
- a. Modification only in writing. This Agreement may not be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties hereto if such amendment or change is not in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.
- b. 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. Further, no term or provision hereof may be changed, waived, discharged, or terminated unless the same is in writing executed by the parties to the Agreement.

- c. Integration. If any portion of this Agreement or application thereof to any person or circumstances 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.
- d. 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.
- e. 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.
- f. Agreement to Perform Necessary Acts. Each party to this Agreement agrees to perform and further acts and execute and deliver any documents that may be necessary to carry out the provisions of this Agreement.

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

COUNTY OF STANISLAUS

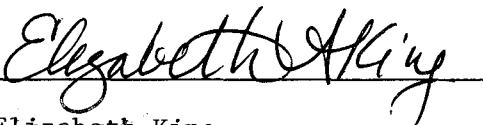
CITY OF PATERSON

By: 
Jim De Martini,
Chairman

By: _____
Luis I. Molina,
Mayor

ATTEST:
Christine Ferraro Tallman,
Clerk

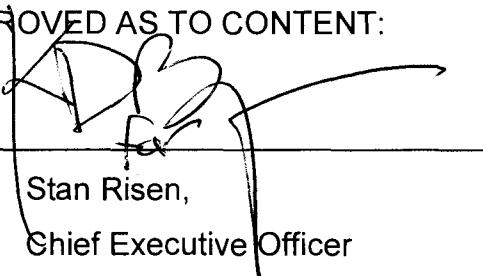
ATTEST:
Maricela Vela,
City Clerk

By: 
Elizabeth King
Assistant Clerk

By: _____
Maricela Vela
City Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

By: 
Stan Risen,
Chief Executive Officer


By: _____
Ken Irwin,
City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

John P. Doering
County Counsel

CITY ATTORNEY

By: 
Thomas E. Boze,
Deputy County Counsel

By: _____
Tom Hallanan
City Attorney

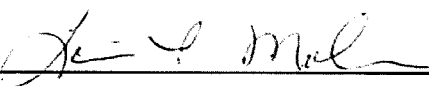
IN WITNESS WHEREOF, the Parties have executed the Agreement in the County of Stanislaus, State of California.

COUNTY OF STANISLAUS

CITY OF PATERSON

By: _____

Jim De Martini,
Chairman

By:  _____

Luis I. Molina,
Mayor

ATTEST:


Christine Ferraro Tallman,
Clerk

ATTEST:

Maricela Vela,
City Clerk

By: _____

Liz King,
Clerk

By:  _____

Maricela Vela
City Clerk

APPROVED AS TO CONTENT:

By: _____

Stan Risen,
Chief Executive Officer

APPROVED AS TO CONTENT:

By:  _____

Ken Irwin,
City Manager

APPROVED AS TO FORM:

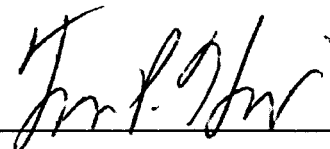
John P. Doering
County Counsel

APPROVED AS TO FORM:

CITY ATTORNEY

By: _____

Thomas E. Boze,
Deputy County Counsel

By:  _____

Tom Hallinan
City Attorney

EXHIBIT A

General Law Enforcement Services

1. General Law Enforcement Services Defined

- 1.1 General Law Enforcement Services to be provided by CITY for the Stanislaus County Crows Landing Air Facility shall consist of patrols and include general crimes investigation, traffic enforcement and technical services.

2. Delivery of Services

- 2.1 The CITY, through its Contract Cities Agreement with COUNTY, shall provide General Law Enforcement Services to the Stanislaus County Crows Landing Air Facility.
- 2.2 The CITY currently contracts with Rank Security for patrol services that will provide services to the Crows Landing Air Facility, and have full access to the site.
- 2.3 Officers providing these General Law Enforcement Services shall enforce statutes of the State of California and such County ordinances that apply to the Crows Landing Air Facility.
- 2.4 Patrols shall consist of the following:
 - a. A minimum of two (2) and a maximum of four (4) patrols per night, seven days a week.
 - b. Each patrol shall begin at 2000 hours (8:00 p.m.) and 2200 hours (10:00 p.m.), and conclude between 0400 hours (4:00 a.m.) and 0600 hours (6:00 a.m.) respectfully. Additional patrols will be performed at the discretion of the Assigned Chief of Police.
 - c. An additional patrol shall be made on Saturday and Sunday to occur in the mid-afternoon around 1500 hours (3:00 p.m.).

- d. Priority response to all emergency calls for service at the facility via 911 or other forms of alert such as alarms.
- e. Response to all non-emergency calls for service at the facility as time permits.
- f. Investigation of general crimes not requiring specialization.

3. Service Level

- 3.1 The COUNTY will each year, sixty (60) days prior to the end of the annual term of the Agreement, request of the CITY, in writing, the specific type and level of law enforcement services to be performed by CITY for the succeeding year. The CITY, within thirty (30) days of receipt of COUNTY'S request will acknowledge its ability to provide the requested service and of the cost. The cost shall be derived by a mutually agreed upon formula.

4. Compensation.

- 4.1 The annual cost of services to be paid by COUNTY shall be \$19,800 annually, or \$1,650 each month.