

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

DEPT: Sheriff

BOARD AGENDA:6.B.2
AGENDA DATE: January 7, 2025

SUBJECT:

Approval for the Sheriff to Enter Into a Law Enforcement Service Agreement with the City of Patterson for the Retroactive Period of July 1, 2024, Through June 30, 2029

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2025-0006

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

Ayes: Supervisors: Chiesa, Withrow, Grewal, C. Condit, and Chairman B. Condit -----


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: 
ELIZABETH A. KING, Clerk of the Board of Supervisors

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

DEPT: Sheriff

BOARD AGENDA:6.B.2
AGENDA DATE: January 7, 2025

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

SUBJECT:

Approval for the Sheriff to Enter Into a Law Enforcement Service Agreement with the City of Patterson for the Retroactive Period of July 1, 2024, Through June 30, 2029

STAFF RECOMMENDATION:

1. Authorize the Chairman of the Board of Supervisors to sign an agreement and any necessary amendments with the City of Patterson to continue providing general law enforcement services in the city for the retroactive term of July 1, 2024, through June 30, 2029.
2. Direct the Auditor-Controller to decrease appropriations and estimated revenue by \$5,306 in the Sheriff's Contract Cities budget, as detailed in the attached budget journal.

DISCUSSION:

The Stanislaus County Sheriff's Office provides law enforcement services to four incorporated Stanislaus County cities through contracts with the cities of Riverbank, Patterson, Waterford, and Hughson. These contract agreements were approved by the Board of Supervisors on June 30, 2015 (Board Resolution 2015-309) for Riverbank and June 28, 2016 (Board Resolution 2016-339) for Patterson, Waterford, and Hughson. On October 13, 2020 (Board Resolution 2020-0542), the Board of Supervisors approved agreements with each city to continue providing general law enforcement services through June 30, 2024. In anticipation of the expiration of the law enforcement agreements, staff from the Sheriff's Office and the cities began meeting to discuss new contracts in February of 2024.

The negotiated agreement is for a five-year term, effective July 1, 2024, through June 30, 2029. The agreement changes the cap of any increases made without the Board of Supervisors' or City Council's approval from three percent to five percent. This change was made to reflect that three percent has become a standard escalator, and the increase to 5% provides greater flexibility to capture changes in unplanned cost increases beyond standard escalators. Other changes within the agreement over the previous versions are immaterial and are minor language clean-ups. All other terms and conditions for law enforcement services remain substantially the same as during the previous years of partnership between the County and the City. The agreement has benefitted both the City of Patterson and the Sheriff's Office.

The City of Patterson City Council approved the agreement on October 15, 2024, and the Department received the signed agreement in late November. Due to unanticipated competing priorities, staff were delayed in finalizing the agenda item. As the previous agreement expired at the end of June 2024, staff recommend approving the contract for the retroactive term of July 1, 2024, through June 30, 2029.

POLICY ISSUE:

Government Code Section 51301 provides that the Board of Supervisors may contract with a city within the county for the performance of city functions.

FISCAL IMPACT:

A decrease in appropriations and estimated revenue by \$5,306 in the Sheriff’s Contract Cities budget is needed to adjust the 2025 Adopted Budget for Patterson Law Enforcement services to reflect the agreement’s Exhibit B as detailed in the attached budget journal. Any other necessary adjustments will be made with the 2025 Midyear Budget.

| | County Adopted Budget | Agreement Exhibit B | Difference (Budget-Exhibit B) |
|-----------|-----------------------|---------------------|-------------------------------|
| Patterson | \$7,569,022 | \$7,563,716 | \$5,306 |

All contract cities fund the base costs associated with law enforcement services. This includes positions, equipment, vehicles, and other related functions to ensure the community's safety. Contract administrative costs, specialty teams, and mutual aid are not included in the costs. In each city, supervisory positions (Sergeants and Chiefs) are funded for the time allocated to work for the city. These positions also have other duties in the Operations Division of the Sheriff’s Office outside their contracted City responsibility.

| | Total FTE’s | Total Sworn | Chief Allocation |
|-----------|-------------|-------------|------------------|
| Patterson | 31.85 | 27.00 | 85% |

The agreement changes the cap of any increases made without the Board of Supervisors’ or City Council’s approval from three percent to five percent. This change was made to reflect that three percent has become a standard escalator and provides greater flexibility to capture changes in unplanned cost increases beyond standard escalators. The potential impact of the change in the cap increase is \$151,275 based on Fiscal Year 2025 costs.

BOARD OF SUPERVISORS’ PRIORITY:

The recommended actions are consistent with the Board’s priorities of *Supporting a Strong and Safe Community* and *Delivering Efficient Public Services* by providing law enforcement services to various cities in the County.

STAFFING IMPACT:

There are no staffing impacts associated with this item as all positions assigned in the agreements have already been allocated in the Sheriff’s Contract Cities budget unit, and the agreement is monitored by the current Sheriff’s Office staff.

CONTACT PERSON:

Jeff Dirkse, Sheriff-Coroner

(209) 525-7216

ATTACHMENT(S):

1. Agreement
2. Budget Journal

**STANISLAUS COUNTY
LAW ENFORCEMENT SERVICES
AGREEMENT**

**City of Patterson
July 2024 – June 2029**

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, 2024, through June 30, 2029 (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. Transition Plan. Upon expiration of the Term or upon receipt of notice of termination, the Parties shall 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 the City. The County shall provide only those general law enforcement services set forth in the General Law Enforcement Services Request attached hereto as Exhibit A.

- b. Ancillary Services. Sheriff's units related to the following services will be provided to City as an integral part of the law enforcement services described above and are included in the cost of such services. These services include but are not limited to: Case, property and records management, crime scene identification, administration, information technology, backgrounds, internal affairs, human resources, reserve program, payroll, finance and training.
- c. Additional Ancillary Services. The following services are provided to the City as needed as an adjunct to the Law Enforcement Services described above at no additional cost: Special Weapons and Tactics (SWAT), Air Support Unit (ASU), Bomb Team, Major Accident Investigations Team (MAIT) and Hostage Negotiations Team (HNT).
- d. Dispatch Services. The City shall use the same dispatch services utilized by the Sheriff and the City's proportionate share will be allocated in this agreement.
- e. Excluded Services. Any services of which the County may be a party such as Joint Power Agreements (JPA's) or task force MOU's, such as, Sheriff's Investigation Unit (SIU), StanCATT and HIDTA.
- f. No later than July 1 of each year, the City and the County shall sign new Exhibits A & B 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 making a reasonable effort to accommodate the service level change and, if appropriate, prepare new Exhibits for signature by the Parties, which shall be attached as an amendment hereto.
- g. 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, 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 may 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 for County's actual cost to provide the City the general law enforcement services set forth in Exhibits A & B. 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. The City shall pay its share of the accumulated leave accrual for any employee who leaves the County based upon the percentage of time assigned to the City of the total actual leave accrual.
 1. County has historically not charged administrative overhead costs incurred by the County required to provide services to the City. These costs include, but are not limited to administration, information technology, internal affairs, human resources, backgrounds, payroll, finance, property and evidence, records and crime scene identification. Although the County is not at this time requesting the City to pay these administrative overhead costs, the County may require these costs be paid in the future. If the County requires these costs during the term of this Agreement, the parties shall meet and confer, and the costs would be capped at two percent of the budgeted salary and benefit and services and supplies costs as stated in Exhibit B.
- 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 B, (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 B 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 B 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 the close of the fiscal year, the reimbursement rates for County's liability program set for in Exhibit B 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.

b. Billing.

- i. 30 days after the close of each calendar month, County shall deliver to City a statement covering the actual costs of the prior month and City shall pay County the amount stated thereon within 30 days after receipt of the 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 making a reasonable effort to communicate with the City verbally and after giving written notice to City of County's intention to do so.

6. Revenues.

- a. All revenue currently received by the City as revenue pertaining to police services or generated by police services will continue to be City revenue except for the sources listed below.
 - i. Due to changes to the Guide of Equitable Sharing for State, Local and Tribal Law Enforcement Agencies, cities that contract with police services will no longer be eligible to use the City's NCIC number and hold funds for asset forfeiture purposes. County will model the same process for any State Forfeiture cases. City agrees all equitable sharing funds will be retained by the County for law enforcement related expenses. County will make a good faith effort to use asset forfeiture funds towards equipment or other law enforcement needs in the City that those funds were seized. The use of asset forfeiture funds shall be in strict accordance with state and federal statutes and regulations governing the use of such funds.
 - ii. If there are Sheriff services conducted above and beyond the base agreement for cannabis related cases inside the City limits, the County will absorb the costs into the County's Cannabis Program. If the City collects any fees or fines related to the case, the City will reimburse the County for the actual costs associated minus a 10% administrative fee for the City.

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"). The term of the Chief assignment is three (3) years. This assignment may be extended for an additional year beyond the identified term based on mutual agreement of both parties. If the City requests a position other than a Lieutenant to serve as Chief of Police, the structure and position change will need to have mutual agreement of both parties with Board of Supervisor and City Council final approval.

- 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 will assign one or more Sergeants to work within the City to assist the Chief of Police 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. The term of the assignment will be consistent with the Stanislaus County Sheriff's Supervisors Association (SCSSA) MOU or as agreed upon by all parties.
 - c. Assigned Deputies. The County shall assign Deputy Sheriffs to provide law enforcement services to the City, in the number indicated in Exhibit A. The term of the assignment will be consistent with the Stanislaus Sworn Deputy Association (SSDA) MOU or as agreed upon by all parties.
 - 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. The term of the assignment will be consistent with each bargaining unit's MOU or as agreed upon by all parties.

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 no 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 (SCSMA). 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 Office as defined in Department policy or Personnel Memorandum of Understanding (MOUs). New officers assigned will receive appropriate orientation regarding special characteristics and needs to 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 detention facility, 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.
 - h. Staffing Shortage. Should the Sheriff declare a Deputy Sheriff staffing shortage, Sheriff staff will meet and confer in good faith with the City Managers to discuss a temporary adjusted staffing plan for the cities to help mitigate county wide impacts of the staffing shortage. The plan will ensure that safety is maintained and that the impact of the staffing shortage is equitable between cities. The plan will consider City population, total allocated positions and the officer to population ratio for each city. The Sheriff will have the ultimate authority for staffing changes and will report any long-term shift deployment changes related to a staffing shortage to the City Council including any anticipated savings to the city in associated salary costs.
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 with 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 furnishing, 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 original agreement that was entered into and will remain on file by both County and City.
 - ii. Under termination of this Agreement the County will transfer to the City title for vehicles like those identified as the vehicles originally transferred to the County, 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. Vehicle ownership will be retained by the entity (City or County) that purchase the vehicle and is currently carrying ownership via the vehicle registration with the exception of vehicles transferred by City to County in original agreement for law enforcement services.
 - iv. Vehicles shall be used to provide law enforcement services at the discretion of the Sheriff or designee and in compliance with the Sheriff's Office policies. City markings with any decal or special signage is allowable if approved by the Chief of Police.
 - 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. A flat rate will be calculated by the average number of miles driven and the County's Fleet Services operating cost rate.
 - vi. County shall invoice City monthly for Vehicle Cost Reimbursement. The estimated Vehicle Cost Reimbursement will be computed annually on an

average mileage usage 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. If the vehicle is purchased by the City, the vehicle would be excluded from the vehicle mileage rate. The current estimated Vehicle Cost Reimbursement rates are shown in Exhibit B and shall be updated each fiscal year by the County.

- vii. 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 June 16, 2015, 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 | | 100,000 |
| Sedan, passenger minivans (Detectives/Chief) | 8 | |
| Light truck/van, medium truck | 10 | |

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. Motorcycles(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. Motorcycles will be maintained by County regardless of ownership. 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). The County and City may agree to have service maintenance billed to the city if the County elects to use a certified motorcycle service center.

- iv. 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 Office 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. Office equipment (desks, chairs, computers, etc.) ownership will be retained by the entity (City or County) that purchased the equipment.
- iii. Safety equipment (firearms, uniforms, leather gear, tasers, etc.) ownership will be retained by the entity who paid for the equipment.
- iv. All other miscellaneous law enforcement equipment (radar/lidar, shields, bicycles, etc.) ownership will be retained by entity (City or County) that paid for the equipment.
- v. 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.
- vi. Upon termination, and subject to the Transition Plan referred to in section 2 of this Agreement, the County will return to the City those items identified in the original agreement or equipment of equal or similar value or equipment paid for by the City, except those items that have reached the end of their useful life or is 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 workers' 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 Office
 - 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 / P.O. Box 667
 - Patterson, CA 95363
- 15. Audits.
 - a. Pursuant to Government Code section 8546.7, City and County shall be subject to examinations 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/her designee, to represent County in all matters pertaining to the administration of this Agreement. The City designates its City Manager, or his/her 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.

- a. 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.
- b. With the limitations set forth below, Sheriff, on behalf of the County, and City Manager, on behalf of City, are authorized to execute written amendments to this Agreement to increase or decrease the level of service as set forth in Exhibit A, when Sheriff and City Manager mutually agree that such increase or decrease in the level of service is appropriate. Amendments to this Agreement executed by County and City may not, in the aggregate, increase or decrease the cost of services payable by City by more than five percent (5%) of the total cost originally set forth in Exhibit B. Prior approval by County's Board of Supervisors and City's Counsel is required before execution of these amendments.

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 and B. 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.

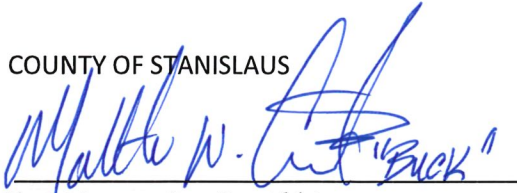
23. Successors and Assigns. This Agreement shall be binding on and enforceable by and against the parties to it and their respective heirs, legal representatives, successors and assigns.

24. Duplicate Counterparts. The 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.

SIGNATURE PAGE ATTACHED

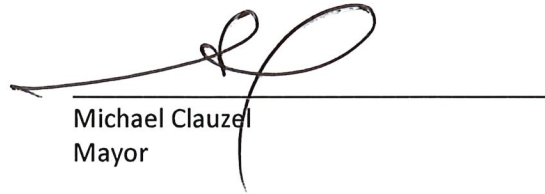
IN WITNESS WHEREOF, the Parties have executed the Agreement in the County of Stanislaus, State of California.

COUNTY OF STANISLAUS




Matthew W. Condit
Chairman of the Board of Supervisors

CITY OF PATTERSON



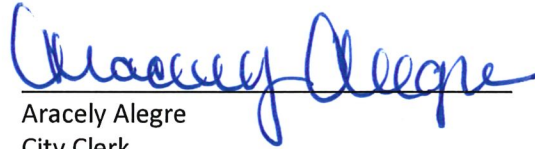
Michael Clauzel
Mayor

ATTEST:



Elizabeth King
Clerk of the Board

ATTEST:



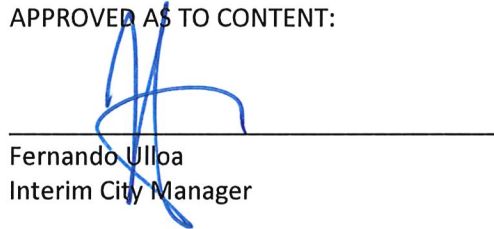
Aracely Alegre
City Clerk

APPROVED AS TO CONTENT:



Sheriff Jeff Dirkse (Jun 5, 2024 02:50 PDT)
Jeff Dirkse
Sheriff - Coroner

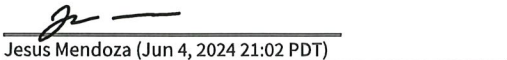
APPROVED AS TO CONTENT:



Fernando Ulloa
Interim City Manager

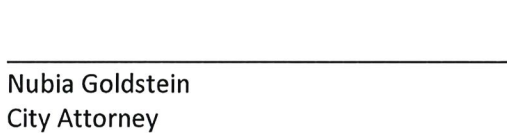
APPROVED AS TO FORM:

Thomas E. Boze, County Counsel



Jesus Mendoza (Jun 4, 2024 21:02 PDT)
Jesus Mendoza
Deputy County Counsel

APPROVED AS TO FORM:



Nubia Goldstein
City Attorney

EXHIBITS A & B
LAW ENFORCEMENT SERVICES
AGREEMENT

City of Patterson

July 2024 – June 2029

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 level described below.
2. Contract Rates. The Sheriff and the City Manager have reviewed the Contract Rates attached as Exhibit B and accept those rates.
3. Special Events. The City and County shall share equally the cost of law enforcement services for the Apricot Fiesta.
4. Staffing Level. The staffing level which will be provided is as follows:

| Position | Schedule | FTE | Backfill |
|---|--|------------|-----------------|
| Chief* | 85% of normal business hours | 0.85 | No |
| Sergeant (Patrol) - 12hrs | One Day shift per squad | 2.00 | No |
| Sergeant (Admin) - 10hrs | 4 days/week | 1.00 | No |
| Deputy Sheriff (Patrol) - 12hrs | Two Days, Two Swings, Two Graves per squad; Backfill only for 2 deputies at all times | 12.00 | Yes |
| Deputy Sheriff (Detectives) - 10hrs | 4 days/week | 4.00 | No |
| Deputy Sheriff (Community Resource) - 10hrs | 4 days/week | 3.00 | No |
| Deputy Sheriff (Traffic) - 10hrs | 4 days/week | 3.00 | No |
| Deputy Sheriff (School Resource) - 10 hrs | 4 days/week | 1.00 | No |
| Community Svcs Officer - 10hrs | 4 days/week | 2.00 | No |
| Legal Clerk I/II/III - 8hrs | 5 days/week | 2.00 | No |
| Supervising Legal Clerk I/II - 8hrs | 5 days/week | 1.00 | No |

*The Chief of Police will have split duties and responsibilities and will split time between the County and the City. The cost of this 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 | COUNTY |
|-----------------|------|--------|
| Chief of Police | 85% | 15% |

5. Facilities. The City shall provide the existing police facility at 301 S. 1st Street, Patterson for the County to conduct law enforcement services. If police are moved to a new facility, move will be approved by the Sheriff.

APPROVED AND ACCEPTED BY:

STANISLUAS COUNTY SHERIFF

Sheriff Jeff Dirkse
Sheriff Jeff Dirkse / Dec 2, 2024 12:39 PST

Jeff Dirkse

Sheriff – Coroner

Date: 02/12/24

CITY MANAGER

[Signature]

Fernando Ulloa

Interim City Manager

Date: 12-3-24

**EXHIBIT B
CITY OF PATTERSON CONTRACT RATES**

| | Adopted Budget 2024 | Proposed Budget 2025 | Estimated Budget 2026 | Estimated Budget 2027 | Estimated Budget 2028 | Estimated Budget 2029 |
|------------------------------------|---------------------------|----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Salaries and Benefits | 5,641,032 | 5,887,206 | 6,063,822 | 6,245,737 | 6,433,109 | 6,626,102 |
| Overtime | 305,210 | 343,927 | 354,245 | 364,872 | 375,818 | 387,093 |
| Extra Help | 21,842 | 0 | 0 | 0 | 0 | 0 |
| Services and Supplies | 268,169 | 276,215 | 284,501 | 293,036 | 301,827 | 310,882 |
| SR911 Dispatch services* | 361,286 | 366,819 | 377,824 | 389,159 | 400,834 | 412,859 |
| Other Charges (County CAP's) | 200,884 | 268,862 | 276,928 | 285,236 | 293,793 | 302,607 |
| Transcription Costs | 1,273 | 0 | 0 | 0 | 0 | 0 |
| Vehicle Replacement Costs | 395,767 | 420,687 | 433,308 | 446,307 | 459,696 | 473,487 |
| Total Cost of City Contract | 7,195,463 | 7,563,716 | 7,790,628 | 8,024,347 | 8,265,077 | 8,513,030 |
| % increase from prior year | | 5.12% | 3.00% | 3.00% | 3.00% | 3.00% |
| City LE Svcs | 7,195,463 | 7,563,716 | 7,790,628 | 8,024,347 | 8,265,077 | 8,513,030 |
| Security Svcs/Contractual Events | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Revenue | 7,195,463 | 7,563,716 | 7,790,628 | 8,024,347 | 8,265,077 | 8,513,030 |

*Fiscal Year 2025 SR911 Budget is pending approval - used option with a 5% vacancy rate and the final budget will be adjusted with County's Adopted Budget in September of 2024

| Staffing | |
|---|--------------|
| Lieutenant/Chief (No Backfill) | 0.85 |
| Sergeant (No Backfill) | 3.00 |
| Deputy Sheriff/Patrol (Backfill) | 12.00 |
| Deputy Sheriff/Traffic (No Backfill) | 3.00 |
| Deputy Sheriff/Detective (No Backfill) | 4.00 |
| Deputy Sheriff/CRD (No Backfill) | 3.00 |
| Deputy Sheriff/SRO (No Backfill) | 1.00 |
| Community Services Officer (No Backfill) | 2.00 |
| Supervising Legal Clerk (No Backfill) | 1.00 |
| Legal Clerk (No Backfill) | 2.00 |
| Total Officers including Lieutenant | 26.85 |
| Officers per 1,000 based on Population of 24,790** | 1.08 |

** Population Estimates through the CA Department of Finance - <https://dof.ca.gov/forecasting/demographics/estimates-e1/>



Budget Adjustment Template

| | |
|---|------------------------------|
| Budget Entry Identifier (For department tracking only) | SO BF 12/12/24 JV 2425-09 |
|---|------------------------------|

| *SC_FUND[...] (4 char) | *SC_COST CENTER[...] (7 char) | *SC_ACCOUNT[...] (5 char) | *SC_PROJECT[...] (7 char) | *SC_LOCATION[...] (6 char) | *SC_MISC[...] (6 char) | *SC_INTERFUND[...] (4 char) | *SC_FUTURE[...] (5 char) | Increase to Expense, Decrease to Revenue | Decrease to Expense, Increase to Revenue | Net Increase/(Decrease) | Comment |
|---------------------------|----------------------------------|------------------------------|------------------------------|-------------------------------|---------------------------|--------------------------------|-----------------------------|---|---|----------------------------|---|
| 0100 | 0028231 | 63000 | 0000000 | 000000 | 000000 | 0000 | 00000 | | 5,306 | (5,306) | Decrease Professional & special services |
| 0100 | 0028231 | 32800 | 0000000 | 000000 | 000000 | 0000 | 00000 | 5,306 | | (5,306) | Decrease Law Enforcement services |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| Total | | | | | | | | 5,306 | 5,306 | (10,612) | |

Explanation: Decrease appropriations and estimated revenue as approved in the Patterson Law Enforcement Services agreement approved by the Board of Supervisors on January 7, 2025

| Requesting Department | CEO | Auditor-Controller's Office |
|-----------------------|---------------------|-----------------------------|
| Brooke Freeman | Joshua A. Woolworth | Christopher L. Barnes |
| Prepared by | Approved By | Approved By |
| 10/17/2024 | 12/13/2024 | 12/13/2024 |
| Date | Date | Date |