



LEMON GROVE CITY COUNCIL
CITY MANAGER'S OFFICE

RECEIVED

SEP 18 2017

CITY MANAGER DEPARTMENT

TO: San Diego Sheriff's Department

Attention: Keith Spears

TITLE: Contract Manager

ADDRESS:

P.O. Box 439062

9621 Ridgehaven Court

San Diego, CA 92123

Title: Agreement between the City of Lemon Grove, the County of San Diego and the San Diego County Sheriff's Department.

Mtg. Date: July, 2017

Dept. City Manager's Office

Staff Contact: Lydia Romero, City Manager

Documents Enclosed:

- A. Signed attachment B, Exhibit 1 Agreement between the City of Lemon Grove, the County of San Diego and the San Diego County Sheriff.
- B. Resolution No. 2017-3527

Attachment B

EXHIBIT 1

AGREEMENT BETWEEN THE CITY OF LEMON GROVE, THE COUNTY OF SAN DIEGO, AND THE SAN DIEGO COUNTY SHERIFF

FOR GENERAL AND SPECIALIZED LAW ENFORCEMENT AND TRAFFIC SERVICES

This Agreement is between the City of Lemon Grove, a municipal corporation, hereinafter referred to as "CITY" and the County of San Diego, a political subdivision of the State of California, hereinafter referred to as "COUNTY", for services to be provided by the San Diego County Sheriff, hereinafter referred to as "SHERIFF."

RECITALS

WHEREAS, COUNTY through SHERIFF provides public safety services throughout the County of San Diego and is equipped and will do so to the extent and in the manner hereinafter provided; and

WHEREAS, CITY is a municipal corporation of the State of California within the County of San Diego and desires to obtain general and specialized law enforcement and traffic services; and

WHEREAS, Sections 51300-51308, 51350 and sections 54980 et seq. of the California Government Code authorize COUNTY and CITY to contract for performance of Sheriff services within the CITY; and

WHEREAS, COUNTY through SHERIFF currently provides general and specialized law enforcement and traffic services to CITY pursuant to a contract dated February 5, 2013; and

WHEREAS, CITY and COUNTY through SHERIFF desire to enter into a new agreement with provisions concerning the nature and extent of general and specialized law enforcement and traffic services to be provided to CITY and establishing the compensation to be paid therefore; and

WHEREAS, COUNTY acknowledges that CITY requires standards of performance that demonstrate professional excellence both in the execution of duties and in the interpersonal relations with CITY employees and all persons utilizing the services of CITY;

WHEREAS, the Board of Supervisors on June 20, 2017 authorized the Clerk of the Board to accept and execute this Agreement for General and Specialized Law and Traffic Enforcement Services; and

WHEREAS, the City Council for the City of Lemon Grove on July 18, 2017 authorized the City Manager to accept and execute this Agreement for General and Specialized Law and Traffic Enforcement Services.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CITY jointly intend that CITY will fund and COUNTY will

Attachment B

provide a level of general and specialized law enforcement and traffic services, as set forth in this Agreement.

AGREEMENT

I. PURPOSE AND INTENT

The purpose of this Agreement is to satisfy the requirements of California Government Code §§51300-51308, 51350 and 54980, et seq. This Agreement is effective for its term beginning as set forth in Section III.A, regardless of is approval date by the parties and replaces the February 5, 2013 contract between COUNTY and CITY for the period of July 1, 2012 through June 30, 2017, including all supplements, insofar as that contract relates to provisions of general and specialized law enforcement and traffic services to CITY.

II. SCOPE OF SERVICES

COUNTY through SHERIFF shall provide general and specialized law enforcement and traffic services to CITY as follows:

A. Method of Service Delivery

SHERIFF will maintain a Law Enforcement Services Bureau, which will be responsible for performance of COUNTY's obligations under this Agreement. General and specialized law enforcement and traffic services will be staffed as described in Section IV, Standards of Service. These services shall be provided from SHERIFF's existing stations and other such facilities as COUNTY or the CITY may hereafter acquire.

B. Law Enforcement Services

COUNTY through SHERIFF will provide general and specialized law enforcement and traffic services ("Law Enforcement Services") to CITY as outlined in Attachment B. Law Enforcement Services consist of enforcement of the California Penal Code, the California Vehicle Code, and pertinent regulatory ordinances as

Attachment B

adopted by the City Council of CITY, as well as direct supervision of law enforcement personnel assigned to provide Law Enforcement Services to CITY; all to the extent necessary and appropriate to meet the Standards of Service described in Section IV. Staffing for Law Enforcement Services shall be as provided in Section IV D of this Agreement.

C. Ancillary Services

Services of the 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: crime prevention, juvenile intervention, financial crimes, homicide, domestic violence, communication, information technology support, and clerical support. SHERIFF will consult with CITY when new programs are proposed that would increase costs to CITY, and implement them only after discussion with CITY.

D. Regional Services

The following regional services are provided to CITY as needed as an adjunct to the Law Enforcement Services described above at no additional cost: Special Weapons & Tactics (SWAT); Aerial Support to Regional Enforcement Agencies (ASTREA); Bomb/Arson; Search and Rescue; Fire/Rescue helicopter; Crime Lab; and Property and Evidence.

E. Search and Rescue Responsibility

The COUNTY and the CITY agree that some rescues are the responsibility of and will be performed by the SHERIFF while other rescues are the responsibility of and will be performed by the CITY's public safety services. In many instances, rescues will be conducted in a joint operation involving both the SHERIFF and the CITY's emergency response personnel.

Attachment B

F. Reserve Program

The SHERIFF, in partnership with the CITY, will take active steps to recruit individuals to participate in the Reserve Program.

G. Additional Services

1. General

COUNTY through SHERIFF may provide supplemental Law Enforcement Services or additional related equipment and supplies as requested by CITY. Additional Services not covered under Law Enforcement Services may include, but are not limited to, added patrol or traffic services required for special events such as street fairs, concerts, movie productions and other third party promotions as well as auditing of red light camera programs.

2. Requests

Requests for Additional Services shall be made to SHERIFF by CITY through the SHERIFF's Station Commander or his or her designee and shall be made in writing or, if made in person or by telephone, shall be confirmed in writing by the requestor within forty-eight (48) hours of the request. CITY shall provide SHERIFF with as much advance notice as possible regarding requests for Additional Services.

3. Provision of Additional Services

SHERIFF shall advise CITY promptly and shall confirm in writing if SHERIFF is unable to provide some or all of any requested Additional Services. If SHERIFF is able to provide some or all of the requested Additional Services, SHERIFF shall promptly advise CITY in writing of the estimated costs of the services. Unless CITY disapproves in writing of an

Attachment B

estimate provided by SHERIFF, SHERIFF shall provide such Additional Services to CITY and shall be reimbursed for the actual cost of providing the Additional Services subject to Section V B 2. COUNTY shall delegate the authority to SHERIFF to approve additional services consistent with the intent of this provision.

4. Identification

COUNTY and CITY acknowledge and agree that it is impractical to specify in this Agreement each and every category of Additional Services that might be desired by CITY, and that the parties will reasonably cooperate in identifying and addressing such potential Additional Services within the scope of Law Enforcement Services.

H. Emergencies

1. General

Notwithstanding any other provision of this Agreement, in the event of an emergency occurring within CITY, SHERIFF shall take any and all actions reasonably necessary or appropriate to respond to the emergency, to include appropriate referrals to, and coordination with, other law enforcement agencies.

2. Temporary Duties

SHERIFF's personnel assigned to perform services for CITY under this contract ("SHERIFF's contract city personnel") may be required to perform temporary duty outside the scope of this Agreement. For the purpose of this Agreement, "temporary duty" shall include, but not be limited to, assignments necessitated by a public safety emergency or other exigent circumstances such as might be required under "mutual aid" agreements.

Attachment B

3. Redeployment of Staff

During the period of any public safety emergency or exigent circumstance such as responding to mutual aid requests, SHERIFF's contract city personnel may be temporarily redeployed for emergency response. If reasonable and practical, SHERIFF shall notify the City Manager for the CITY and discuss the redeployment prior to reassignment. If the public safety emergency or exigent circumstance such as requests for mutual aid demand immediate redeployment, SHERIFF need not notify the City Manager in advance, but shall do so as soon as practical. In the event of a major disaster for which the SHERIFF is reimbursed by FEMA for salary and benefit costs, the SHERIFF shall reimburse CITY (less administrative fee) from which the staff was redeployed.

III. TERM OF AGREEMENT

A. Term

The term of this Agreement shall commence at midnight July 1, 2017, and shall continue in effect through and terminate at midnight on June 30, 2022, subject to the termination provisions in Section III. B. below.

B. Termination

Notwithstanding any other section or provisions of this Agreement, either party hereto may terminate this Agreement by giving a one-year advance written notice of intention to terminate.

IV. STANDARDS OF SERVICE

A. Anticipated Service Outcome

The anticipated outcome of law enforcement services provided by COUNTY through SHERIFF to CITY under this Agreement is the provision of efficient and

Attachment B

effective police protection and the performance of all duties as required by law or contract. These duties include patrol, traffic, general and specialized investigations, crime prevention, crime analysis, criminal intelligence, narcotics enforcement, emergency services, licensing, crime lab and communications.

B. Performance Standards

COUNTY through SHERIFF shall provide CITY with qualified personnel to meet the following performance standards and scope of service:

1. General

All SHERIFF personnel who provide general and specialized law enforcement and patrol services to CITY pursuant to this Agreement shall have met the minimum qualifications designated for their specific classification, including a background investigation.

2. Patrol Services

COUNTY through SHERIFF shall provide general law enforcement services via the various options listed in Attachment A of this Agreement. To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily provide enforcement of the California Penal Code, the California Vehicle Code, and pertinent regulatory ordinances as adopted by the City Council of CITY.

3. Traffic Services

COUNTY through SHERIFF shall provide traffic services via the various options listed in Attachment A. To the extent that such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily provide enforcement of the California Vehicle Code and pertinent traffic regulatory ordinances as adopted by the City Council of CITY, accident investigations, analysis of traffic related problems

Attachment B

of CITY, and cooperate with various CITY departments to obtain solutions to the traffic problems of CITY.

4. Special Purpose Officers

COUNTY through SHERIFF shall provide problem solving services via the various Special Purpose Officer options listed in Attachment A of this Agreement. To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily be to identify and resolve problems of both a criminal and non-criminal nature for a designated geographic area through investigation, patrol support, coordination of departmental resources and cooperation with various CITY departments.

5. School Resource Officers

COUNTY through SHERIFF shall provide school resource services via the various Special Purpose Officer options listed in Attachment A of this Agreement. To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily provide enforcement and follow up investigation on school property for violations of the Penal Code of the State of California, the California Vehicle Code, and the California Education Code and cooperate with school administration, faculty, students, and parents to obtain solutions to problems of the school district.

6. Community Service Officers

COUNTY through SHERIFF shall provide community services via the Community Service Officer options listed in Attachment A of this Agreement. To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily

Attachment B

provide response/information to citizen inquiries, completion of minor reports, fingerprinting, traffic direction, parking enforcement, vehicle abatement, crime prevention education and enforcement of pertinent regulatory ordinances as adopted by the City Council of CITY.

7. Detectives

COUNTY through SHERIFF shall provide follow-up criminal investigative services via the Detective option listed in Attachment A of this Agreement. To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily be to investigate crime reports submitted by Patrol Officers, Community Service Officers, Special Purpose Officers or other personnel. Detectives are responsible for classifying and closing cases, identifying suspects, gathering evidence, making arrests, submitting cases for prosecution and supporting said prosecution with needed supplemental investigation.

8. Retired-Rehired Deputies

COUNTY through SHERIFF shall, to the extent such personnel are available, make available Retired Deputies according to the options listed on Attachment A of this Agreement. Such Retired-Rehired Deputies are eligible for short-term assignments or assignments requiring specialized skills or knowledge on a temporary basis to CITY. Such Retired-Rehired Deputies are not available for routine Patrol, Traffic, Detective, or Special Purpose Officer services and are limited by State Law and Retirement System policy to working a maximum of 960 hours per fiscal year.

C. Assignment of Personnel

1. Sheriff's Responsibility

Attachment B

The management, direction, supervision and discipline of SHERIFF personnel, the standards of performance, and all other matters incident to the performance of services, shall be performed by and be the responsibility of COUNTY through SHERIFF in SHERIFF's sole but reasonable judgment and in accordance with the provisions of applicable labor agreements. SHERIFF shall be the appointing authority for all personnel provided to CITY and shall have complete discretion as to the assignment of all individual SHERIFF'S personnel under this Agreement.

2. Transfers and Selection of Station Commanders

SHERIFF will consult with CITY prior to reassignment of the station commander serving CITY and CITY will be afforded the opportunity to interview potential candidates prior to one being selected as the Station Commander of the station serving CITY. SHERIFF will solicit input from CITY when completing Station Commander's performance review. CITY and SHERIFF acknowledge that the length of assignment of the Station Commander serving CITY cannot be precisely defined; however SHERIFF will endeavor to maintain the Station Commander serving the CITY in that assignment for twenty four (24) months.

3. Other Staff Assignments

If CITY has specific concerns regarding the actions of any officer, agent or employee who performs Law Enforcement Services, CITY may address those concerns with the Station Commander serving CITY.

4. Liability for Payment of Wages

CITY shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to persons engaged in COUNTY's performance of this Agreement.

Attachment B

D. Staffing for Basic Services

COUNTY through SHERIFF shall staff CITY as described in Attachment B in order to provide Law Enforcement Services. SHERIFF shall ensure that adequate numbers of qualified SHERIFF personnel are provided to CITY at all times during the term of this Agreement to meet the Law Enforcement Services, Scope of Services and Standards of Service commitments set forth herein, at no less than the staffing and classification levels established in the most current Attachment B. SHERIFF shall use best efforts to fill CITY funded position vacancies within a reasonable period of time.

E. Changes in Staffing

CITY shall provide COUNTY through SHERIFF thirty days advance notice when requesting changes in staffing. If CITY and SHERIFF agree that changes to the staffing level for Law Enforcement Services are needed and/or agree that staff additions or deletions in CITY are necessary in order to provide adequate levels of Law Enforcement Services in the succeeding contract year, CITY and COUNTY through SHERIFF shall execute and sign an amendment to Attachment B. COUNTY shall delegate the authority to SHERIFF to sign amendments to Attachment B consistent with the intent of this provision after review and approval by County Counsel. The level of service shall not be changed without the mutual consent of the SHERIFF and CITY.

F. Vehicles, Equipment and Supplies

COUNTY shall provide all supplies, equipment and materials required for performance of the required law enforcement services; except that the CITY shall, at its own expense, supply any special stationery, supplies, notices, or forms which are to be issued in the name of the CITY.

Attachment B

COUNTY agrees to provide the standard equipment for CITY vehicles per Attachment E. All marked vehicles (black & white) will generally be replaced at 100,000 miles. Vans and sedans will generally be replaced at 100,000 miles. Motorcycles will be replaced as needed at COUNTY's discretion.

The name of the city and city seal will be included on the doors of patrol cars if requested by the CITY. The CITY shall provide their CITY decal in the size requested by the SHERIFF.

Subject to written approval of the SHERIFF or his designee, the CITY may purchase equipment deemed necessary to facilitate program implementation or operation. If the COUNTY does not accept ownership of the equipment, the purchase price and all ongoing costs will be the responsibility of the CITY. If the COUNTY accepts in writing the equipment from the CITY, such equipment becomes the property of the COUNTY, and the CITY shall be credited the total cost for the equipment. Total cost shall mean a value agreed upon between COUNTY and CITY at the time the transfer is made.

G. Asset Ownership

1. Vehicles

Vehicle ownership will be retained by the entity (CITY or COUNTY) that purchased the vehicle and is currently carrying ownership via the vehicle registration.

2. Office Equipment

Office equipment (desks, chairs, computers, etc.) ownership will be retained by the entity (CITY or COUNTY) that purchased the equipment and is currently carrying ownership on the entity's inventory.

Attachment B

3. Safety Equipment

Safety equipment (firearms, uniforms, leather gear, etc.) ownership will be retained by the COUNTY.

4. Facilities

CITY shall retain ownership of facilities that CITY constructed for the purpose of use as a Sheriff's station. SHERIFF's payment to CITY is a lease payment only.

H. Membership

1. For each year that this Agreement is in effect, CITY agrees to maintain its membership in the Automated Regional Justice Information System Joint Powers Agency (ARJIS).
2. For each year that this Agreement is in effect, CITY agrees to maintain its membership in the Regional Communications System (RCS).
3. For each year that this Agreement is in effect, CITY agrees to maintain its participation in the California Identification System Remote Access Network (CAL-ID).

I. Contract Administration

1. County Representative

COUNTY designates SHERIFF or his designee to represent COUNTY in all matters pertaining to the administration of the Agreement.

2. City Representative

CITY designates its City Manager or designee to represent CITY in all matters pertaining to the administration of the Agreement.

3. Meetings between City and Sheriff

SHERIFF or his designee shall be available to confer with the City Manager or designee whenever feasible, practical and not in conflict with mandated

Attachment B

duties and responsibilities. SHERIFF and/or Undersheriff and the Assistant Sheriff will meet with the City Managers as a group twice each year to discuss the law enforcement contract. CITY and COUNTY shall provide full cooperation and assistance of its officers, agents, and employees to each other in the performance of this contract.

4. Implementation of New Programs

The COUNTY will discuss the implementation of any new programs with the CITIES. The County will provide the justification and value to CITY for the program and estimates of the cost impact. Such programs, if resulting in additional costs to CITY will only be implemented after discussion with the CITY.

5. Labor Negotiations

The CITY will be requested to provide the SHERIFF with comments and recommendations during labor negotiations. The SHERIFF will review and pass on the CITY's comments to the COUNTY's labor negotiators.

6. CLETAC

CITY, along with other cities within San Diego County entering into contracts for law enforcement services similar to this Agreement ("CITIES") shall maintain a Contract Law Enforcement Technical Advisory Committee (CLETAC). The Law Enforcement Services Bureau Assistant Sheriff, Law Enforcement Commanders and Sheriff's Contracts Manager shall meet with the committee on at least a semiannual basis to review contract administration including contract interpretation, costs, and liability. Additional meetings can be scheduled at the request of either party

Attachment B

J. Audit and Inspection of Records

COUNTY agrees that records generated under this contract shall be made available to CITY to audit and examine. CITY agrees that any such audit will be arranged by contacting COUNTY Board of Supervisors or designated representative in writing at least ten working days prior to the commencement of the audit and shall be conducted during normal working hours. CITY through its City Manager shall have access to reports and other documents pertaining to this Agreement including statistical reports on crime rates, traffic incidents and calls for service within CITY.

K. Reporting Requirements

CITY will receive monthly reports that provide information with respect to staffing, crime statistics, traffic statistics, programs, patrol activities and Information Led Policing strategies.

V. COST OF SERVICES/CONSIDERATION

A. General

As full consideration for the satisfactory performance and completion by COUNTY through SHERIFF of the Law Enforcement Services set forth in this Agreement, CITY shall pay COUNTY for the services agreed to on the basis of invoices and submittals as set forth hereunder.

B. Personnel Costs

1. Law Enforcement Services

The cost of a Law Enforcement Services position includes amounts that compensate COUNTY for all absences due to compensatory time off, bereavement, family, injury, military, and sick leave, holidays, jury duty, leave without pay, related training, and vacation but does not provide coverage or include costs required to maintain coverage for Law

Attachment B

Enforcement Services during such absences. If, however, there is an individual absence of more than 30 calendar days, CITY is not required to compensate the COUNTY from the 31st day until the position is staffed. In the event of a vacancy, CITY is not required to compensate the COUNTY from the 1st day of a vacancy until the position is filled.

2. Additional Services

CITY shall compensate COUNTY for Additional Services requested and approved by CITY in accordance with Section II G, based upon the actual costs incurred by SHERIFF to provide those services.

C. Full Cost Center with Direct Space

1. Cost Center Development

A Cost Center model including each station showing the direct station support, space and overhead costs for both the CITY and COUNTY shall be developed.

2. Direct Costs

CITY shall pay for direct staff and equipment, which includes:

- a) Deputies
- b) Detectives
- c) Sergeants
- d) Community Service Officers
- e) Vehicles
- f) Handheld Radios

3. Station Support Costs & Space

Station Support costs shall include:

- a) Lieutenants
- b) Captains

Attachment B

- c) Administrative Secretary I & II
- d) Office Assistants
- e) Property & Evidence Specialists
- f) Sr. Office Assistants
- g) Departmental Aid
- h) Crime Analyst
- i) Crime Prevention
- j) Supplies
- k) Space

All Station Support costs shall be allocated between the COUNTY and the CITY (or CITIES) occupying the station based on their number of deputies, detectives, sergeants and community services officers in that station. All deputy, detective and sergeant positions shall be allocated the same amount of Station Support Costs and community service offices will be allocated one half the amount of Station Support Costs allocated to a deputy, detective or sergeant.

4. Overhead Costs

Overhead costs shall consist of:

- a) Communications Center
- b) Reserves
- c) Traffic Coordinator
- d) Juvenile Intervention
- e) Family Protection
- f) Financial Crimes
- g) Domestic Violence Unit
- h) Homicide

Attachment B

- i) Crime Analysis Administration
- j) Supplies
- k) Administrative Support
- l) Financial Services
- m) Personnel
- n) Data Services
- o) County Counsel
- p) County Support Costs

All CITY overhead costs shall be allocated to all the CITIES based on their number of deputies, detectives, sergeants and community services officers. All deputy, detective and sergeant position will be allocated the same overhead amount and community service officers will be allocated one half the amount of overhead allocated to a deputy, detective, or sergeant. CITY costs shall be listed in Attachment C.

5. Overhead Allocation Date

The staffing of each CITY on May 1st (June 1st in agreement year one) and any requested adjustments shall be used to allocate overhead, station support and space calculation for the contract year starting the following July 1st.

6. Staff Added After May 1st

For staff added after May 1st (June 1st in agreement year one) the CITY will only pay the direct cost (Salary, benefits, retirement, vehicle costs, and the one time equipment charge) until July 1st of the following year (e.g. 14 months or 13 months in agreement year one) when they will be included in

Attachment B

the new overhead calculation and Station Support Costs and Space Calculation.

7. Deleted Positions After May 1st

If a CITY deletes a position after May 1st (June 1st in agreement year one), they will not have to pay the direct cost but that position will still be included in the overhead calculation until the following July 1st.

D. Costs

1. Fixed Cost Increase

Cost increases for each city will be 6% in years one and two of this agreement, 5.5% in year three of this agreement, 5.0% in year four of this agreement and 4.5% in year five of this agreement. The cities will pay the applicable contract year's percentage increase regardless of the actual cost increase or decrease.

2. Application of Fixed Cost

Only staff included in the previous year's overhead calculation and adjustments made prior to May 1st (June 1st for agreement year one) will be used to determine the base for the percentage cost increase.

Adjustments for any changes in the future contract year will be made after applying the fixed percentage increase.

3. Exceptions to the Fixed Cost

Notwithstanding any other provision of this Agreement, the CITY's cost may increase above the fixed cost percentage if the following situation occurs:

- a) If any city elects to discontinue its participation in the Contract Law Enforcement Program or deletes positions, all city overhead shall be

Attachment B

reallocated among the remaining CITIES at the beginning of the next contract year as provided for in the compensation plan Section V.C.4 above.

E. Liability

1. Agreement Years One, Two, and Three

The CITIES will pay a total of \$650,000. This amount shall be allocated to each CITY using the formula for overhead in V.C.4.

2. Agreement Years Four and Five

The CITIES will pay a total of one million dollars. This amount shall be allocated to each CITY using the formula for Overhead in V.C.4.

3. Reopener

During year three, of this agreement, either party may request a meeting to discuss liability costs. All changes require the consent of both parties.

F. Rate of Compensation

1. First Year

For the first year of this Agreement, CITY will compensate COUNTY for provision of the Law Enforcement Services in an amount equal to the fiscal year base amount set forth in Attachment B effective 07/01/17. Included in this amount will be a liability cost agreed to by COUNTY and CITY. In addition to the charges for Law Enforcement Services, CITY will compensate COUNTY for Additional Services as set forth in Section V.B.2, above.

2. Subsequent Years

a. Cost Detail

By April 1st of each year, SHERIFF shall provide CITY with service costs as defined in Attachment A. The cost for services provided by

Attachment B

SHERIFF shall be based upon the actual cost of such services as identified in Attachment A. The salaries and benefits shall be based upon the most current payroll and adjusted for any known increases approved by the COUNTY's Board of Supervisors. Included in this amount will be an annual liability cost agreed to by COUNTY and CITY. All other costs will be based on actual costs per the COUNTY auditor's previous fiscal year accounting records.

b. Level of Service

By May 1st of each year, CITY shall determine the level of Law Enforcement Services as defined in Section IV.B required within CITY for the upcoming fiscal year (July 1 through June 30). At a minimum, such service shall include the availability of one continuous twenty-four hour per day patrol unit and one continuously available eight and one-half hour, seven days a week, traffic unit.

c. Joint Operating and Financial Plan

By July 1st of each year, COUNTY and CITY shall prepare a written Joint Operating and Financial Plan specifying the level of service for the upcoming fiscal year and the total cost of such services as determined in accordance with Section V.C and V.D, above. This plan, when approved by CITY and the COUNTY through the SHERIFF shall be effective July 1st and shall be made a part of this Agreement as Attachment B.

d. Mandated Costs

CITY shall pay all costs which are mandatory as of the effective date of this agreement for any city police force to pay pursuant to state or federal statute or case law, if such costs are not included in the agreed-to costs enumerated in the Joint Operating and Financial Plan. Further,

Attachment B

CITY shall pay any mandatory costs that shall become operational during the term of this Agreement.

G. Mid-Year Adjustments to Basic Services

With thirty (30) days advance notice, either party may propose amendments or modifications to this Agreement. Such changes, including any increase or decrease in the level of service, which are mutually agreed upon by and between COUNTY and CITY shall be effective when incorporated in a revised Joint Operating and Financial Plan that is attached to this Agreement as Attachment B and approved by both the COUNTY through the SHERIFF and CITY. When CITY opts to increase or reduce service levels thus impacting the base staff count, SHERIFF will reallocate costs in accordance to Section V. C and V. D, above.

H. Method of Payment, Proportional Payment, Credits

1. Monthly Invoices

COUNTY shall invoice CITY monthly for services received (1/12 of annual costs). CITY, within 30 days from the date of the invoice, shall pay to the County Treasurer, through the SHERIFF at 9621 Ridgehaven Court, San Diego, CA 92123, for costs of the services agreed upon as reflected in the Joint Operating and Financial Plan (Attachment B).

2. Billing for Additional Services

In the event that Additional Services have been agreed to by the parties and provided by SHERIFF to CITY, such services shall be billed in addition to those listed above. CITY agrees to pay the allowable cost of such services so requested. CITY shall not be obligated to pay for any regional services listed in Section II.D above. However, in the event that all non-contract cities are charged by COUNTY for any regional service, the COUNTY may reopen

Attachment B

negotiations with CITY and, upon agreement of the parties, a charge for such regional service may take effect at any time during the term of this Agreement.

3. Credits

a. Vacancies and Absences

In the event that a credit is due CITY for vacancies or for absences extending beyond 30 calendar days, SHERIFF will deduct the amount of the credit from the total amount billed. This credit will not be "pooled" among all of the CITIES but will be credited to CITY only, for not having received the contractual service.

b. Towing Fees

CITY shall be given credit for towing fees collected under California Vehicle Code section 22850.5.

I. Booking Fees/Jail Access Fee

Effective 7/1/07, in lieu of charging CITY booking fees, COUNTY will receive an annual appropriation from the state. COUNTY may charge a "jail access fee" for certain low-level offenses (municipal code violations and misdemeanor violations except driving under the influence, domestic violence offenses, and enforcement of protective orders), for each booking in excess of CITY's three year average of such bookings (recalculated annually). In the event that the state reduces its annual appropriation, COUNTY may reinstate booking fee in accordance with Government Code sections 29550-29552.

J. Distribution of Fines and Forfeitures

All personnel provided by SHERIFF in the performance of the services of this agreement for CITY shall be COUNTY officers and employees, but shall be

Attachment B

deemed officers and employees of CITY for the sole purpose of distributing fines and forfeitures pursuant to Penal Code section 1463.

K. Forfeited Property and Assets

Any property retrieved in CITY by SHERIFF'S personnel such as unclaimed stolen goods or revenue generated by the sale of such property by COUNTY shall be made available to CITY net of allowable expenses, at first option to retain for CITY purposes. Assets seized through the Asset Forfeiture process by SHERIFF's personnel within CITY as a result of self-initiated activities or calls for service shall be shared with CITY according to current Federal Asset Seizure guidelines.

L. Grant Availability

SHERIFF will advise CITY of availability of grant funding to maximize efforts to obtain funds for such things as anti-terrorism activities, programs and training.

M. Availability of Funding

All terms and conditions of this Agreement are subject to the continued appropriations and availability of funds for either party for the performance of the services stated herein.

VI. DEFENSE AND INDEMNIFICATION

A. Indemnification Related to Workers Compensation and Employment Issues

COUNTY shall fully indemnify and hold harmless CITY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of COUNTY or any contract labor provider retained by COUNTY, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of

Attachment B

employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of COUNTY or any contract labor provider retained by COUNTY. CITY shall fully indemnify and hold harmless COUNTY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of CITY or any contract labor provider retained by CITY, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of CITY or any contract labor provider retained by CITY.

B. Defense and Indemnity; Acts and Omissions

1. Claims, Actions or Proceedings Arising From Acts or Omissions of COUNTY

COUNTY hereby agrees to defend and indemnify the CITY, its agents, officers and employees, from any claim, action or proceeding against CITY, arising out of the acts or omissions of COUNTY in the performance of this Agreement. At its sole discretion, CITY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. CITY shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.

Attachment B

2. Claims, Actions or Proceedings Arising From Acts or Omissions of CITY

CITY hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees, from any claim, action or proceeding against COUNTY, arising out of the acts or omissions of CITY in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve CITY of any obligation imposed by this Agreement. COUNTY shall notify CITY promptly of any claim, action or proceeding and cooperate fully in the defense.

3. Claims, Actions or Proceedings Arising From Concurrent Acts or Omissions

COUNTY hereby agrees to defend itself, and CITY hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and CITY. In such cases, COUNTY and CITY agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below (referring to joint defense agreements and reimbursement and/or reallocation).

4. Limited COUNTY Defense And Indemnification Of CITY; Claims Investigation

a. Limited COUNTY Defense And Indemnification Of City

The COUNTY shall indemnify, defend and hold the CITY harmless where asserted CITY liability is based solely on one or more of the following three circumstances:

- (1) The CITY's contractual relationship with COUNTY under this Agreement;
- (2) The incident giving rise to the claim or suit is alleged to have occurred within the boundaries of CITY and there is no "dangerous condition" allegation against the CITY;

Attachment B

(3) The conduct alleged to be that of the CITY is, in fact, COUNTY conduct.

b. Procedure For Determination Of Duty To Defend And Indemnify

If the COUNTY and/or CITY receive a claim or claims containing a description of circumstances, and/or are served with a complaint containing allegations, that the actions and/or omissions of the COUNTY and CITY in the performance of this Agreement contributed to the injuries and/or damages alleged in the complaint, the COUNTY shall look beyond the mere description of circumstances or allegations to determine whether CITY acts, omissions or dangerous conditions of CITY property may have contributed to the injuries and/or damages alleged in the complaint, notwithstanding the allegations. The COUNTY, consistent with its long standing practice, shall review the information in any COUNTY claims file, including investigative materials of the factual circumstances underlying the complaint's allegations and/or available law enforcement agency incident reports. If the COUNTY review determines that there are no facts supporting any viable theory of liability alleged in the complaint against the CITY, the COUNTY shall defend and indemnify the CITY pursuant to the provisions in paragraph 4.a above. However, if as a result of the COUNTY review, there appears to be a reasonable basis for concluding that CITY acts, omissions or dangerous conditions of CITY property may have contributed to the injuries and/or damages alleged in the complaint, COUNTY shall, as soon as practicable contact the appropriate CITY representative to discuss COUNTY's findings. If, after the discussion with CITY representative, the COUNTY is convinced that CITY was not involved, the COUNTY shall defend and indemnify the CITY pursuant to the provisions in paragraph A, above. However, if there continues to appear to be a reasonable basis for concluding that CITY acts, omissions or dangerous conditions of CITY property may have contributed to the plaintiff's injuries and/or damages alleged in

Attachment B

the complaint, the COUNTY will notify the CITY that the COUNTY, pursuant to the provisions of this Agreement, is not obligated to defend and indemnify CITY under paragraph 4 (a), above. When the COUNTY defends a claim or suit pursuant to paragraph 4(a), above, the CITY shall cooperate with COUNTY in the defense of the action or claim.

5. Joint Defense

Notwithstanding paragraph 4 above, in cases where COUNTY and CITY agree in writing to a joint defense, COUNTY and CITY may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of CITY and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and CITY. COUNTY and CITY agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows: COUNTY and CITY further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and CITY. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of the parties, COUNTY and CITY may seek reimbursement and/or reallocation of defense costs, judgments and awards, consistent with such comparative fault.

VII. GENERAL PROVISIONS

A. Independent Contractor Status

In the performance of services under this Agreement, COUNTY and their respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents or employees of CITY. All such personnel provided by COUNTY under this Agreement are under the direct and exclusive supervision, daily direction, and control of COUNTY and COUNTY assumes full

Attachment B

City Manager
City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

C. Time of the Essence

Time is of the essence of this Agreement. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to business days, not to include COUNTY holidays.

D. Amendments

With the exception of the modification or amendment of Exhibits as noted in Sections IV. E, V.C and V.D, above, this Agreement may be modified or amended only by a written document signed by all parties, and no oral understanding or agreement shall be binding on the parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.

E. Entire Agreement

This Agreement, including all Exhibits hereto, constitute the complete and exclusive statement of agreement between COUNTY and CITY with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded in total by this Agreement.

Attachment B

CITY


City Manager

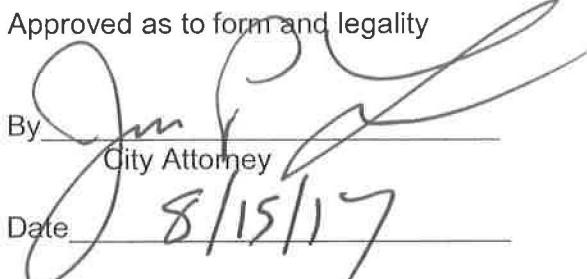
Approved by City Council

Action _____

Date 8/15

By: Lydia Romero, City Manager

Approved as to form and legality


By Jim P. Clegg
City Attorney

Date 8/15/17

COUNTY OF SAN DIEGO


Clerk of the Board of Supervisors

DATE: 8/28/17

Approved by Board of Supervisors

Action Approved

Date 08/20/2017 (3)

By: Board of Supervisors

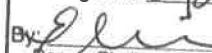
Approved as to form and legality


By Michael J. Kyriacos
County Counsel

Date 8/22/17

EXHIBITS TO THIS AGREEMENT:

- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E

Approved and/or authorized by the Board of Supervisors of the County of San Diego.
Meeting Date: <u>8/20/17</u> Minute Order No. <u>3</u>
By:  <u>Deputy Clerk of the Board Supervisors</u> Date: <u>8/21/17</u>

RESOLUTION NO. 2017- 3527

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA
APPROVING A FIVE-YEAR AGREEMENT WITH THE SAN DIEGO COUNTY SHERIFF'S
DEPARTMENT FOR THE PROVISION OF GENERAL AND SPECIALIZED LAW
ENFORCEMENT AND TRAFFIC SERVICES WITHIN THE CITY OF LEMON GROVE**

WHEREAS, the City of Lemon Grove has continuously contracted with the San Diego County Sheriff's Department for law enforcement services since 1977; and

WHEREAS, the City of Lemon Grove is satisfied with the arrangement, the level of service, and the positive impact to the community experienced with the Sheriff's service; and

WHEREAS, the prior five-year contract expired on June 30, 2017 and the nine cities contracting for law enforcement services with the San Diego County Sheriff's Department have completed negotiations for a new five-year contract; and

WHEREAS, the City of Lemon Grove and the San Diego County Sheriff's Department mutually desire to continue with a contract in which the Sheriff's Department provides general and specialized law enforcement and traffic services to the City.

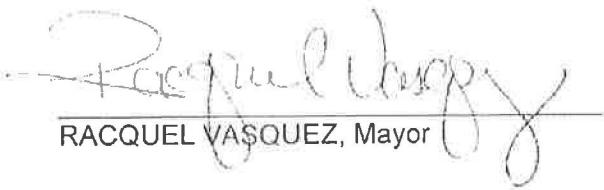
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California hereby:

1. Approves a five-year agreement, commencing on July 1, 2017, with the San Diego County Sheriff's Department for General and Specialized Law Enforcement Services (Exhibit 1); and
2. Authorizes the City Manager to execute said agreement.

/////
/////

PASSED AND ADOPTED: On July 18, 2017, the City Council of the City of Lemon Grove, California adopted resolution No. 2017-3527 passed, by the following vote:

MAYOR	AYES	NOES	ABSTAIN	ABSENT
Racquel Vasquez	<input type="checkbox"/> XX	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COUNCIL MEMBERS				
David Arambula	<input type="checkbox"/> XX	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jerry Jones	<input type="checkbox"/> XX	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Mendoza	<input type="checkbox"/> XX	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Matt Mendoza	<input type="checkbox"/> XX	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


RACQUEL VASQUEZ, Mayor

Attest:


SUSAN GARCIA, City Clerk