

August 20, 2013

Honorable David P. Warner, Presiding Judge
San Joaquin County Superior Court
PO Box 201022
Stockton, CA 95202

Re: Grand Jury Report, Case No. 0912

Honorable David P. Warner:

Pursuant to Penal Code Section 933.05, this letter is to inform you that the City Council of the City of Lathrop reviewed the above referenced Grand Jury Report and directed me to write this letter of response on their behalf at their regular meeting of August 19, 2013.

FINDINGS AND RESPONSE:

Finding F1.1: The staffing of all law and justice agencies in the County has been reduced increasing the threat to safety of the citizens and their property.

Response: Council has not conducted its own investigation of this Finding and therefore neither agrees nor disagrees with the Finding.

Finding F1.4: Continued and increased use of current technologies would make law enforcement agencies more efficient and offset some of the decreased staffing.

Response: Council has not conducted its own investigation of this Finding and therefore neither agrees nor disagrees with the Finding.

Finding F3.1: The duplication of special units, specialized training and police functions (e.g. property room, dispatch, investigation technicians) cause inefficient use of limited resources.

Response: Council has not conducted its own investigation of this Finding and therefore neither agrees nor disagrees with the Finding.

Finding F3.2: There are examples of cooperation between different agencies in the County but each agency still operates autonomously most of the time.

Response: Council has not conducted its own investigation of this Finding and therefore neither agrees nor disagrees with the Finding.

RECOMMENDATIONS AND RESPONSE:

Recommendation R1.1.2: Each City Council, before September 1, 2013, adopt a policy that states it is a priority of the City to increase law enforcement staffing.

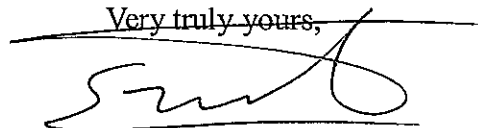
Response: The City of Lathrop has adopted Public Safety as its #1 goal. Specifically on March 4, 2013 Council adopted the following as Goal #1a: Lathrop maintains safe streets, and residents continue to be able to walk out of their houses free of fear. (Attachment A: Copy of Council Goals and Priorities).

Recommendation R1.4: The Sheriff's Department and each City's Police Department review their current use of crime prevention technologies and develop a plan to implement new technologies that could help increase the efficiency in their agencies.

Response: The City of Lathrop contracts with the San Joaquin County Sheriff's Department for police services and cooperates with the Sheriff's Department to review their use of crime prevention technologies and develop a plan to implement new technologies that could help improve the efficiency in their agency. Specifically, Vice Mayor Ornelas and Council Member Akinjo have been designated to meet with representatives of the San Joaquin County Sheriff's Department to discuss such issues.

Recommendation R3: The Board of Supervisors and the City Councils of Escalon, Lathrop, Manteca, Ripon, Stockton and Tracy, before September 1, 2013, each appoint two representatives, one to represent law enforcement and one to represent the governing body or management, to form an ad hoc committee. The committee's purpose is to conduct a study on how to increase countywide efficiency of law enforcement agencies by taking a regional approach to some or all of their services. A preliminary report is to be released before December 31, 2013, of actions already taken to increase efficiency and additional actions that will be taken between January 2014 and June 2015.

Response: The City of Lathrop contracts with the San Joaquin County Sheriff's Department for police services and relies on the Sheriff's Department to: increase efficiency of law enforcement agencies countywide. City Council of Lathrop and Sheriff's Department have already contractually agreed to increase efficiency and cooperation (Attachment B: Copy of County-City Municipal Law Enforcement Services Agreement). Specifically, Vice Mayor Ornelas and Council Member Akinjo have been designated to meet with representatives of the San Joaquin County Sheriff's Department to discuss such issues.

Very truly yours,


Salvador V. Navarrete
City Attorney

**ITEM: REVIEW OF 2012 GOALS AND ACCOMPLISHMENTS
AND ESTABLISHMENT OF GOALS FOR 2013**

RECOMMENDATION: Set Goals and Priorities for 2013

SUMMARY:

Every year the City Council reviews the City's accomplishments from the previous year and goals and priorities are established for the upcoming calendar year. Staff uses the City Council's goals as guidance as they proceed with their work throughout the year.

This report summarizes Council goals for 2012 and lists the staff accomplishments toward achieving those goals. Staff believes that for 2013 the goals are still very much relevant and offers Council 2 options:

1. Continue with the same goals for 2013, or
2. Conduct a separate staff and Council workshop to establish new goals.

BACKGROUND:

2012 GOALS

The goals adopted by the City Council during the February 18, 2012 Goal Setting Workshop were carried over from 2011. These goals have continued to provide staff with a solid foundation to use as a guide in planning and carrying out their work activities for the year. The goals adopted for 2012 were:

1. **A Feeling of Safety**
 - a. Public Safety. Lathrop maintains safe streets, and residents continue to be able to walk out of their houses free of fear.
 - b. Achieve Financial Solvency through 5-Year Survival Plan. Lathrop safeguards the financial solvency of the City. Make us sustainable 5 years looking into the future.
2. **Economic Growth**
 - a. Business Development. Businesses are attracted to Lathrop that provide "head of household" jobs and generate tax revenues, in a balance with housing.
 - b. Capital Improvement Projects
3. **Promote Community Values**
 - a. Maintain Parks, Recreation and Community Services.
 - b. Library/Community Room Project. The City values civic engagement and promotes community involvement. Children and seniors are valued and nurtured. Increased library services.
 - c. Cost Reduction to Residents.

4. Team Work

- a. Council. The City Council is approachable, believable and works as a team.
- b. Community. Get the people more involved on Commissions, Committees and Meetings.
- c. Communications. Get information out.
- d. City Staff. There is high morale among employees – employees feel good about coming to work, well prepared and equipped.
- e. Schools. Build better relationships.

2012 ACCOMPLISHMENTS

Staff utilizes the goals set by the City Council as a guide in the planning of their day to day work activities. A summary of the accomplishments for each department are provided as they pertain to each department.

1. A Feeling of Safety

a. Public Safety

Police Services

- 2,946 Crime Reports; 17,910 Calls for Service; 1,509 Traffic Citations Issued; 512 Parking Citations Issued; 610 Arrests Made.
- Violent Crimes down by 9%; Property Crimes down by 7.85%.
- Participation in County-Wide "AVOID the 10" DUI Enforcements
- Participation in National Distracted Driver Campaign.
- Participation in numerous Multi-Agency Probation, Parole, Sex Offender/ "Safe Holiday" Sweeps and Saturation Patrols.
- MADD (Mothers Against Drunk Driving) Award and AVOID the 10 Award Ceremonies honoring deputies representing Lathrop for their DUI arrests.
- Awarded 1st Place in the California Law Enforcement Challenge.

Information Technology

- Designed the Disaster Recovery Plan infrastructure to leverage the New Corp Yard site.
- Completed the implementation of the City Hall surveillance system.

Animal Services

- Successful Dangerous Animal/Vicious Animal program.
- Bite Quarantine process effective and well-documented.

- Public Safety hazards always a first priority with good response time.
- Staff and City Attorney collaboration with successful prosecution of Humane cases and Dangerous Animal violations.
- Participate in Citizen's Police Academy/Jr. Police Academy and Neighborhood Watch meetings.

Parks and Recreation

- Participated in National Night Out event to promote safe neighborhoods.
- Coordinated with Lathrop Police Services to support Police Academy and Jr. Police Academy.

Public Works

- Construction of the City's Emergency Command Center Facility.
- Created the City's new ADA Transition Plan provide equal access to civic facilities, services, programs and activities for individuals with disabilities.
- Implemented the new Geographical Information (GIS) & Asset Management Systems:
 - For care of regulatory compliance, public health and safety, emergency response and effective management of utilities.
- Upgraded the City's Supervisory Control & Data Acquisition (SCADA) System by adding updated software used for potable water systems and upgrading the alarms at the various facilities to protect the public's health and safety of potable water, and sewer spills.
- Updated the City's Speed Survey establishing legal radar-enforceable speed limits for City streets.
- Updated the City's No Parking Zone in the LMC to add Dos Reis Road.
- Intersection safety was improved with the addition of:
 - 4 Stop Signs
 - 4 Speed Humps
 - 6 Speed Tables/Cushion
 - 2 School Zone Signs
 - 56 No Parking Signs
 - Channelizers & crosswalk at Lathrop High School roundabout
- Installed new traffic signals:
 - Golden Valley Parkway & Towne Centre Drive
 - Lathrop Road & I5
- Installed traffic signal vehicle detectors at River Islands Parkway and Golden Valley Parkway.

- Sidewalk and road improvements completed at Louise/I-5 Interchange and Lathrop/I-5 interchange.
- Updated the Citywide Neighborhood Traffic Calming Program.
- Staff conducted a Citywide Road Assessment and completed the annual road repair program, including restriping of several city streets.
- Completed the annual Citywide Sidewalk Repair and Trip Hazard Program
- Adjusted work schedules to allow for securing the public restrooms in parks at night.
- Upgraded security monitoring system at all City Buildings and Facilities.
- Renegotiated Streetlight & Traffic Signal Maintenance contract;
 - Established monthly night sweep schedule to identify burned out streetlights.
- Continuous maintenance monitoring of building entrances, walkways, parking lots and landscape islands to eliminate litter, graffiti and safety concerns.

b. Achieve Financial Solvency

Public Works

- Grant Award for Westerly Grade Separation Project - \$18M (\$3M STIP, \$10M MK, & \$5M Prop 1B).
- Grant Award for Manthey Road Bridge Replacement - \$32M Federal Grand Funds to construct a bridge to River Islands Employment Center.
- Grant Award for the Lathrop Generations Center/Community Complex - \$5M State Grant Funds to constructs a state of the art facility serving our community.
- Water Treatment Facility \$10.8M Low Interest State Loan.
- Louise & Lathrop Interchange Projects - \$1M Federal Interstate Maintenance Discretionary Funds.
- Golden Valley Parkway & Harlan Rd - \$1.8M ARRA and RSTP Funds.
- Louise Avenue Widening - \$3M STIP.

- In order to save energy and maintenance costs and improve water and wastewater operations, staff installed the Variable Frequency Drives at the J St, Woodfield, and Stonebridge WW Pump Stations and at Booster PS #3, and relocated the old corpyard antenna tower to the Stonebridge WW Pump Station.
- Updated the City's Wastewater Treatment Capacity Policy to allow the City to make the most effective decisions when allocating the remaining wastewater treatment capacity.

Finance Department

- Refinanced the Certificates of Participation, 2000 Series A (2000 COP's), resulting in a net present value cost savings of approximately \$1.2 million over the life of the issuance and reducing the final maturity year by one year from 2030 to 2029.
- Measure C was passed in November 2012 by over 77%. It is estimated that Measure C will generate an additional \$2 million annually for the City of Lathrop.
- Continuous quarterly review of General Fund revenue and expenses.
- Completed an audit of Transient Occupancy facilities in the City.
- Provided quarterly General Fund updates to Council and City employees.

Information Technology

- Implementation of Virtual system to reduce energy consumption and received over \$3,000 from PG&E.

Police Services

- Measure "C" 1% Sales Tax Initiative approved by Lathrop citizens to provide future funding for Public Safety.

Animal Services

- Maintained operations cost control measures.
- Received donations from community partners such as: Pet Smart, Target and citizens.

Parks and Recreation

- Maintained operation cost control measures.
- Assisted Public Works with the re-submission of the Proposition 84 – Round 2 grant that was awarded to the City in March of 2012 (\$5M).

2. Economic Growth

a. Business Development

Finance Department

- Updated long-range financial planning utilizing five-year forecasts for budget process.
- Provided quarterly General Fund updates to Council and City employees.

- Provided a financial update on the Wastewater & Water Enterprise Funds and kept rate increases at a customer friendly level.
- Received the GFOA Award of Excellence in Financial Reporting.
- Revised Investment Policy, October 2012.
- Measure C was passed in November 2012 by over 77% and is estimated to generate an additional \$2 million annually for the City of Lathrop.

Animal Services

- Use of Lathrop Veterinary for veterinary services.
- Purchase supplies from local businesses.

Parks and Recreation

- Utilized local businesses for support of City events: Ghirardelli, Simplot, Target, Walgreens, etc.
- Utilized Mikasa Japanese Bistro for the 2012 Volunteer Recognition Dinner catering.
- The Senior Advisory Commission BBQ has grown to include various outside groups and businesses in the Lathrop Community.
- Several Mayor's Committees have incorporated and utilized local businesses in their events to promote local businesses.

Community Development

Building Division

- Issued 145 building permits for single family homes in calendar year 2012.
- JR Simplot Expansion to Existing Fertilizer Production Process.
- California Natural Products Truck Loading Dock, Overhead Conveyer Tunnel and Milk Silos on McKinley.
- Antonini Trucking Tenant and Site Improvements.
- National Fleet Sales (formerly Delta Powersport) Tenant Improvements.
- JR Simplot Upgraded the existing groundwater treatment system.
- Gordon Trucking improvements completed and held Grand Opening.
- Tenant Improvement for Randstad Office.
- JH Motorsports Facility on Harlan Road added BMW sales lot.
- 20,000 SF Freezer Expansion for Super Stores Industries.
- Broke Ground on Charter School on River Islands.
- LBA permit is ready to issue for new 500,000 SF warehouse on Harlan Road.

Planning Division

- Review of UPRR Intermodal Expansion EIR.
- Gateway Business Park Specific Plan approved.
- KSC Travel Plaza, site annexation, general plan and zoning designation Roth Road.
- Lathrop Woodworks/Trailer Prox Site Plan Review for 27,000 s.f. industrial warehouse/shop McKinley.
- LN Real Estate Site Plan Review for 750,000 s.f. industrial warehouse/distribution building.
- Super Store Industries Site Plan Review for 18,000 s.f. freezer warehouse addition.
- TUPs for Modesto Street Roads event, Give Every Child A Chance Rodeo, Lathrop Relay for Live event, several Guadalupe Church events.
- Planning's portion of the Bradshaw's Crossing Bridge over San Joaquin River completed.
- River Islands:
 - Reviewed access road alignment for Charter School to begin construction.
 - Processed approvals for Phase II Large Lot Map for Tract 3765.
 - Approved 2 Lot Line Adjustment Map applications.
 - Processed approvals for Development Agreement Amendment.
 - Began work on implementation of Phase 1A for construction of first 498-lot residential subdivision.
 - Processed approvals for River Islands Welcome Center facility.
- Mossdale Village:
 - Processed approval of Design Review for House Model Plans for William Lyon Homes Tract 3468.
 - Approved 90 house plot plans for construction in William Lyon Homes Tract 3468.
 - Approved 60 house plot plans for construction in Legacy Homes Tracts 3338, 3410 & 3446.
 - Processed approval of Minor Site Plan Review for Nationwide Fleet Sales.
 - Processed approval of Minor Site Plan Review for Image Changers Preschool.
- Central Lathrop:
 - Provided research information and assistance to Saybrook - new master land owner/developer.

REVIEW OF 2012 ACCOMPLISHMENTS AND ESTABLISH GOALS FOR 2013

- Provided research information and assistance on possible automobile dealership.
- Began processing of Conditional Use Permit for Lathrop Community Complex.
- Approved Minor Site Plan Review for Creative Outdoor to continue business operations.
- Provided research information and assistance to numerous other interested commercial and residential developers.
- Lathrop Gateway Business Park:
 - Processed Approvals for the Annexation of the first 213.5 Acres of the 384 acre project.
- South Lathrop:
 - Began processing of a new Specific Plan application for a 315 acre industrial park project.
 - Processed approvals for EIR consultant services contract and began work.
- Processed approvals for GPA, RZ, TA and SPR for California Natural Products facility expansion and began construction of 36,000 s.f. warehouse/distribution building.
- Processed approvals for CUP for JR Simplot Co.'s new fertilizer production product line and began construction.
- Processed approvals for Time Extension of SPR for Laid Norton's 750,000 s.f. industrial warehouse/distribution building project.
- Processed approvals for Development Plan for In-N-Out Burger to construct a 25,750 s.f. building addition for a meat processing operation and offices.
- Processed approvals for Minor Site Plan Review for Antonini Enterprises to occupy and modify an existing developed industrial property for a trucking terminal and began construction.
- Processed approvals for Minor Site Plan Review for O'Reilly Auto Parts to construct an approximately 7,250 s.f. retail commercial building.
- Processed approvals for Architectural Design Review for KT Builders new house models used for the remaining 17 lots in Valley Crossing Subdivision Tract 3600.
- Processed approvals for Minor Site Plan Review for five other small development applications.
- Processed approvals for CNP Lot Line Adjustments/Lot Mergers.
- Processed approvals for Gordon Trucking Lot Line Adjustments.
- Processed approvals for 10 Temporary User Permits.
- Processed approvals for required Flood Plain Management Ordinance updates.

- Processed approvals for San Joaquin County Enterprise Zone Expansion and initiated application for Lathrop Gateway to be added to the Enterprise Zone.
- Processed and received annual FEMA Recertification of our Community Rating System (CRS) Program.
- Updated General Plan and Zoning Maps to reflect recent changes.
- UPRR Intermodal Expansion. reviewed EIR and filed appeal of SJ County approval

b. Capital Improvement Projects

Public Works

- Well 21 – Staff initiated and completed the startup of Well 21, which is now on-line and producing the majority of the City's water supply at the moment.
- Crossroads Wastewater Treatment Facility – Staff working with the RB completed the feasibility study and is now in the process of developing the project and permitting to increase the plant capacity to promote new development and expansion of existing facilities.
- WRP-1 MBR Improvements – staff continues planning efforts to increase the processing capacity of the plant to be able to provide for the development of the initial phases of CLSP, South Lathrop and additional capacity of Phase II of Mossdale Landing.
- Accepted the newly constructed Corporation Yard, Emergency Command Center and The Louise Avenue Water Treatment Facility and solids handling site located at 2112 E. Louise Avenue.
- Accepted the Steel Tanks improvements at the Louise Avenue Water Treatment Facility, the project included a equalization and backwash supply tank, settling tank, sludge storage tank, steel tank appurtenances, lighting protection system and associated piping and valves.
- Executed the Measure K Construction Co-Op Agreement with SJCOG, executed the Prop 1B Baseline Agreement with the California Transportation Commission and began the acquisition process for the Lathrop Westerly Grade Separation Project, CIP PS 97-02. This project will provide a grade separation at the rail crossing that will improve safety of both rail and vehicular traffic.
- Renovated the Community Center Facility, CIP PK 03-03, this project included several renovations and improvements to meet building codes, ADA compliance and other user needs.
- Executed contracts for the civil engineering, design and project oversight of the new \$5M Lathrop Generations Center, which includes a Community Center, Skate Park, play equipment, and other community amenities.

- Accepted the McKinley Avenue Sanitary Sewer Main and Pump Station Improvements, CIP WW 04-12, this project included the construction of a sewer main and pump station to provide sewer conveyance to properties along McKinley Avenue between Parks St and Lathrop Rd.
- Completed the Lathrop Rd Widening & Signal improvements at Interstate 5, CIP PS 10-28.
- Completed the Louise Ave Widening & Signal improvements at Interstate 5, CIP PS 11-02.
- Accepted the Golden Valley Parkway and Towne Centre Drive intersection improvements, CIP PS 11-11. This project included modifications to the traffic signal and a crosswalk across GVP.
- Accepted improvements made to the Lathrop Rd Sanitary Sewer Force Mains, CIP WW 12-03, this project included completing the 16" sewer force main on McKinley Avenue and Yosemite Avenue and performed modifications to the existing 12" sewer force main to the MWQCF.
- Staff created the Storm Drain Improvement CIP Project SD 12-02, the project was created to perform maintenance, repairs and necessary upgrades to various storm drain facilities and pump stations City wide.
- In order to allow for future development along Harlan Road and Roth Road, staff created the Harlan Road Improvement Project, CIP PS 12-15, to engineer and construct sewer, storm drain and roadway improvements to Harlan Road.

Finance Department

- Assisted the Public Works and Community Development departments to ensure all funding requirements were met for the different Capital Improvement Projects.

Parks and Recreation

- Assisted with the closure of the Lathrop Community Center for construction improvements in August 2012, including coordinating with Manteca Unified School District for facility space and with other City Departments (IT, Public Works, etc.).
- Worked with the Youth Advisory Commission on the Lathrop Community Complex Project (Donor Brick Program, etc.).

3. Promote Community Values

a. Maintain Parks, Recreation and Community Services

Animal Services

- Civic involvement including participation in: Citizen's Police Academy and Jr. Police Academy, National Night Out, Lathrop Celebration, etc.
- Increase number of adoption events for the community (approximately 1 per month).
- Active recruitment for foster/volunteer programs.
- Continued partnership with Pet Smart Adoption Partner Charities.
- Continued relationship with Tractor Supply Company for adoption events.

Parks and Recreation

- Kid Club's "Green Machine" program encouraged participants to keep parks clean, recycle, etc.
- Beautification Day-Love Lathrop event helps to promote citizen involvement in maintaining parks and local services.
- Community Center – Provided special interest classes throughout the year for all ages and Staff assisted with Mayor's Committees and department events.
- Kid Club – Provided before and after school programs and classes for children as well as summer camp programs and field trips.
- Sports – Coordinated all youth and adult sports leagues as well as British Soccer Camp program.
- Senior Center – Provided programs, trips and events throughout the year to benefit seniors in the community including: free/low cost lunches, food programs, classes, AARP tax services, daily activities, bread/pastry distribution, potluck/band events, etc.

Community Development

- Code Compliance opened 432 new cases, continued work on hundreds of existing cases, and completed extensive cleanup of Park Street Area.
- Council held several meetings to discuss boat/RV parking changes.

Public Works

- Continue to maintain clean and safe parks and recreation facilities for Lathrop residents.
- Repaired and replaced park booster pumps to maintain efficient operation of park irrigation.
- Completed sidewalk, drainage and bike lane modifications on Thomsen Rd and Fifth Street.
- Updated the Well 6 well casing and changed the pump to improve the water well flow.

- Made necessary repairs to the Woodfield District Sanitary Sewer Lift Station wet well liner; replacement of the liner is was required to keep the facility in operation.
- Completed construction of the Cricket Pitch improvements at the Mossdale Community Park.
- Installed beautification streetscape along the frontage of east Long Barn Drive.
- Completed the improvements to the new Louise Avenue Water Treatment Plant in order to provide higher water quality to all Lathrop consumers.
- Due to the high volume of copper theft in the crossroads industrial park area, staff created the Crossroads Streetlight Improvement Project, CIP PS 12-18 to replace missing streetlight wire and perform LED upgrades to the lighting in crossroads.

b. Library/Community Room Project

Parks and Recreation

- The Community Room was used for the Lathrop community through Parks & Recreation classes and rentals.

c. Cost Reduction to Residents

Public Works

- Staff continues to explore cost reduction opportunities maintain water/sewer rate increases at a minimum. As result of such effort, in FY 2011-2012, staff was able to bypass the water/sewer rate increases for our residents.
- Negotiated no rate increase for FY 12-13 Senior citizen garbage rates with Allied Waste/Republic Services.

Finance Department

- Provided a financial update on the Wastewater & Water Enterprise Funds and kept rate increases at a customer friendly level.
- Prepared Cost Plan in compliance with AB 938 in order to recover overhead from state and federal grants.
- Refinanced the Certificates of Participation, 2000 Series A (2000 COP's), resulting in a net present value cost savings of approximately \$1.2 million over the life of the issuance and reducing the final maturity year by one year from 2030 to 2029.

Animal Services

- Educated citizens on low cost spay and neutering services available and low cost vaccination clinics.

- Volunteered with Pet Smart on low-cost Pet Pics with Santa Program.

Parks and Recreation

- Facility reservation fees are nominal.
- There have been no fee increases/adjustments for several years to any Parks & Recreation fees.
- Department oversees the Youth Scholarship Program which allows qualifying families to pay only 50% of program fees (up to \$500 per year).
- Free and low-cost food programs are offered at the Senior Center for seniors and residents.
- Hosted sites for the federally funded Summer Food program at the Lathrop Community Center and Sangalang Park, offering free breakfast and lunch during the summer and snacks throughout the school year at no cost to residents 18 years and younger.
- Hosted "Open Gym" at the Lathrop Community Center which is no cost to the community.

4. Team Work

a. Council

Police Services

- Presentation by Chief Hohe at December 17, 2012 council meeting with overview of Lathrop Police Services current operation.

b. Community

Finance Department

- Lathrop-Manteca Fire District (LMFD) and the City of Lathrop worked together to provide information that led to the successful passage of Measure C.
- Provided customer service to over 5,500 utility residential customers and businesses.

Police Services

- Citizen's Police Academy – 11 Lathrop Citizens participated.
- Jr. Police Academy – Two sessions were held, with a total of 52 Cadets participating.
- Bicycle Rodeo – 51 Lathrop youth participated and free bicycle helmets were given to those in need.
- Choices and Consequences Program – mock DUI trial for high school students, with Judge Vlavianos presiding.

- New Visions ROTC Program – instruction provided by Lathrop Deputies.
- Neighborhood Watch Program Community Meetings – 21 active neighborhood groups.
- Stranger Dangers Presentations to community parents and their children.
- Every 15 Minutes – Preparation for March 2013 Event at Lathrop High School.
- Child Safety Seat Inspections / Installation Training for parents.
- National Night Out – 17 block parties were held.
- Lathrop Days / City Celebration.
- MADD Candlelight Vigil.
- Stuff the Police Car Clothing Drive at Lathrop Elementary School.
- Holiday Canned Food Drive in partnership with LMFD.
- Local Businesses Employee Health and Safety Fairs.
- Lathrop Holiday Parade.
- Lathrop High School Dances, Football Games and Career Day.
- LMFD Holiday Giving Tree.
- CPTED (Crime Prevention through Environmental Design).

Parks and Recreation

- Staff utilized the "Mayor's Committee Handbook" to better inform Committee members of their role and responsibilities and updated this handbook for use again in 2013.
- Utilized community volunteers in programs and committees.
- Created and implements an application process for the July 1st Host Group.

c. Communications

Public Works

- Completed the construction of the City's Emergency Communications Command Center at the newly constructed Louise Avenue Water Treatment Plant and Corp Yard Facility. The command center is equipped with its own control room, water testing room, separate cooling and ventilation systems, and emergency power from site generator.

Finance Department

- Attended 2 x 2 meetings between the City of Lathrop and the LMFD.
- Participated in labor negotiations.

Information Technology

- Completed 4,400 Help Desk support requests.
- Performed a security audit with the aid of an external technology company.
- Developed a RFP for an ERP (Enterprise Resource Plan) system.
- Implemented 90% of the security audit recommendations.
- Deployed 20 new systems.
- Active departmental participation to continue to maintain the City website with updated information.

Police Services

- 2 X 2 Meetings with Police Chief, City Manager and Council Members.

Parks and Recreation

- Continued to advertise programs and events through the City's website, the quarterly Parks & Recreation Activity Guide, the Senior Center Newsletter, flyers sent to Lathrop schools, etc.
- Continued use of the department's monthly "e-mail blast" to inform the public of upcoming events and department information.

d. City Staff

Public Works

- After accepting the newly constructed water treatment plant, the City provided the utility operations staff the opportunity for higher education and educational resources in order to learn and adapt to the new increased skilled requirements certifications for operations of the new plant.

Finance

- Assisted departments with grant administration.
- The Finance and I.T. departments have regular staff meetings to promote high employee morale and keep all employees informed of changes within the City.

Police Services

- Two LPS staff members received awards at the Employee Appreciation Lunch in December 2012.

Animal Services

- Weekly Department staff meetings provide opportunities for employee input on operations and a forum for suggestions on how to improve operations.

- Division demonstrates good team work with other departments, communication and morale.

Parks and Recreation

- Continued bi-weekly administrative staff meetings that promote teamwork and department function.
- Coordination with Lathrop Police Services, Lathrop-Manteca Fire District, and other City Departments with P&R events, working together as a team.
- Staff continued to demonstrate teamwork between program divisions by filling in as necessary (Senior Center, Kid Club, events, etc.).

Administrative Services Department

- Annual Employee Recognition Luncheon.
- Quarterly Safety Meetings and Recognition.
- Monthly Treats for Employees.
- Quarterly Staff Meetings.

e. Schools

Police Services

- DARE Program presented to 5th grade students at all three City Elementary Schools, with over 300 students pledging to stay Drug Free.
- Maintained School Resource Officer rotating presence at all Lathrop Schools.
- Chief Hohe established partnerships and made a commitment to school safety with all Lathrop School Principals.

Parks and Recreation

- Parks & Recreation Staff make regular visits to schools to meet with leadership programs, clubs, etc.
- Worked with Manteca Unified School District (MUSD) to continue to provide sites and staff for USDA Summer Food program.

RECOMMENDATION:

The goals established by the City Council in 2012 have provided staff with a solid foundation to use as a guide in planning and carrying out their work activities for the year. Staff recommends the following options:

1. Continue with the Same goals for 2013, or
2. Conduct a separate staff and Council workshop to establish new goals.

2012 GOALS

1. **A Feeling of Safety**
 - a. Public Safety. Lathrop maintains safe streets, and residents continue to be able to walk out of their houses free of fear.
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FISCAL IMPACT:

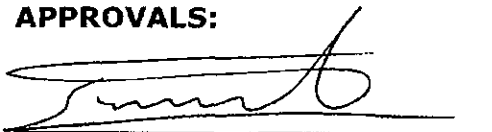
None

CITY MANAGER'S REPORT **PAGE 18**
MARCH 4, 2013 CITY COUNCIL MEETING
REVIEW OF 2012 ACCOMPLISHMENTS AND ESTABLISH GOALS FOR 2013

FISCAL IMPACT:

None

APPROVALS:



Salvador Navarrete
City Attorney

2-26-13

Date



Stephen J. Salvatore
City Manager

2/27/13

Date

Before the Board of Supervisors

County of San Joaquin, State of California

B- 11-462

MOTION: **Bestolarides/Vogel/5**

RENEWAL OF CONTRACT WITH CITY OF LATHROP FOR LAW ENFORCEMENT SERVICES

THIS BOARD OF SUPERVISORS does hereby authorize an agreement with the City of Lathrop for law enforcement services for the period July 1, 2011 through June 30, 2016 (copy on file with the Clerk of the Board).

I HEREBY CERTIFY that the above order was passed and adopted on 6/28/11
by the following vote of the Board of Supervisors, to wit:

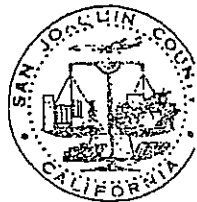
AYES: **Villapudua, Bestolarides, Vogel, Ornellas, Ruhstaller**

NOES: **None**

ABSENT: **None**

ABSTAIN: **None**

LOIS M. SAHYOUN
Clerk of the Board of Supervisors
County of San Joaquin
State of California



A handwritten signature in cursive script, appearing to read "Lois M. Sahyoun", is written over a horizontal line.

A-11-529

JUN 28 2011

LAW ENFORCEMENT SERVICES CONTRACT
SAN JOAQUIN COUNTY SHERIFF'S OFFICE AND THE CITY OF LATHROP
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**COUNTY-CITY
MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT**

This AGREEMENT, dated for purposes of reference only, JUN 28 2011, 2011, is made by and between the County of San Joaquin, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITY of Lathrop, a general law city, hereinafter referred to as "CITY".

RECITALS

WHEREAS the CITY is desirous of contracting with the COUNTY for the performance of the law enforcement functions described herein by the San Joaquin County Sheriff's Office and,

WHEREAS the COUNTY is agreeable to rendering such services on the terms and conditions set forth in this agreement and,

WHEREAS such contracts are authorized and provided for by the provisions of Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California,.

WHEREAS the CITY currently contracts with COUNTY for law enforcement services.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 CONTRACT AUTHORIZATION

- 1.1 COUNTY agrees, through the Sheriff of the County of San Joaquin, to provide general law enforcement services within the incorporated limits of the CITY to the extent and in the manner hereinafter set forth.
- 1.2 Except as otherwise specifically set forth in this AGREEMENT, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff of the County of San Joaquin under the ordinances of the COUNTY and the statutes of the State of California, and under the municipal codes of the CITY.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 During the term of this AGREEMENT, the Sheriff or his designee shall serve as Chief of Police of the CITY and shall perform the functions of the Chief of Police as defined in section 3.5.1. The Chief shall report to the City Manager as any other designated Department Head regarding business and operational issues related to the Lathrop Police Services (LPS). Additionally, it is understood that the CITY will expect the Chief or his/her designee to attend City Council or other

CITY directed Meetings that take place after regular business and or scheduled work times. In such an event, it is understood that the Chief and/or his/her designee will adjust their work schedules accordingly within the same pay period and shall provide notice of the change to the City Manager.

- 2.2 During the term of this agreement, the City Manager shall obtain a working knowledge of the Peace Officer's Bill of Rights (POBR) and the County's various Memoranda of Understandings (MOU's) for the various represented labor groups assigned to the LPS. The City Manager shall defer to COUNTY on any issue of concern regarding the POBR or COUNTY MOU's.
- 2.3 No Officer, Employee or Department of COUNTY shall perform for CITY, services or functions which are outside the scope of their duties for COUNTY.
- 2.4 The services performed by the Sheriff's Office under this AGREEMENT including the planning, organization, scheduling, direction, supervision, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the COUNTY. The Sheriff shall retain exclusive authority over the activities of COUNTY personnel assigned to the CITY.
- 2.5 In the event of a dispute between the parties to this AGREEMENT as to the extent and scope of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the CITY and COUNTY agree to consult prior to any final determination.

The CITY may request a review of performance of any County Personnel working for the CITY. The Contract Chief of Police, in conjunction with the Sheriff or his designee and the CITY representative, will conduct such review. Upon completion of the review direction, additional training and/or transfer of the COUNTY personnel will be implemented as deemed necessary by the Sheriff. Should the contract Police Chief be the subject of a review of performance, the Sheriff or his designee and the CITY representative will conduct such review. Upon completion of the review direction, additional training and/or transfer of the COUNTY personnel will be implemented as deemed necessary by the Sheriff.

- 2.6 All CITY employees who work in conjunction with the Sheriff's Office pursuant to this Agreement shall remain employees of the CITY and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the COUNTY based on this agreement. No CITY employees as such shall become employees of the COUNTY unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by the CITY and COUNTY.
- 2.7 For the purpose of performing services and functions pursuant to this agreement and only for the purpose of giving official status to the performance thereof, every

COUNTY officer and employee engaged in performing any such service and function shall be deemed to be an officer or employee of the CITY while performing such service or function for the CITY, as long as the service is within the scope of this AGREEMENT and is a municipal function.

- 2.8 The CITY shall not be called upon to assume any liability for the direct payment of any Sheriff's office salaries, wages, or other compensation to any COUNTY personnel performing services hereunder for said CITY. Except as herein otherwise specified, the CITY shall not be liable for compensation or indemnity to any COUNTY employee or agent of the COUNTY for injury or sickness arising out of his/her employment as a contract employee of the CITY.
- 2.9 As part of its compliance with all applicable laws and regulations relating to employee hiring, COUNTY agrees that the County Civil Service Rules to which it is subject and that prohibit discrimination on the basis of non-merit factors, shall remain in effect.
- 2.10 The Sheriff, in any unresolved dispute involving COUNTY personnel, shall have final and conclusive determination as to resolution between the parties hereto, however, CITY shall retain the right to request the transfer of COUNTY personnel out of the City of Lathrop.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 General law enforcement services performed hereunder may include, if requested by the CITY in writing, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff upon approval of the Sheriff or his designee.
- 3.2 All persons employed in the performance of such services and functions for general law enforcement, including, but not limited to, sworn personnel, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff shall be employees of COUNTY, and no employee of CITY, as such shall be employed by COUNTY in another capacity or engagement.
- 3.3 Services performed hereunder and specifically requested by the CITY shall be developed in conjunction with the Sheriff and indicated on a San Joaquin County Sheriff's Office Deployment of Personnel form.
- 3.4 The number and grade of staff assigned to CITY by COUNTY for the provision of services under this agreement will be selected and retained in their assignment by the Sheriff. The Sheriff will, at all times, endeavor to provide personnel agreeable to CITY; however, the Sheriff retains final authority regarding selection and retention.

- 3.5 The method of selection, number of candidates for consideration, and management and supervision of COUNTY personnel assigned to CITY shall be solely at the discretion of the Sheriff, which may include any or all of the following;
- 3.5.1 **CONTRACT POLICE CHIEF:** Personnel with rank of Captain may serve in the role of "Contract Police Chief". The Contract Police Chief shall be selected and retained in this assignment after the Sheriff and the City Manager complete a selection process. The selection process shall include an oral interview of the candidates and shall be conducted by the City Manager and up to two City Council Members. The Sheriff shall provide a list of at least three (3) but preferably four (4) to five (5) candidates from which to interview. The Contract Police Chief shall be selected by the City Manager from the list of candidates provided by the Sheriff and shall be maintained in that position pursuant to sections; 2.4, and 3.5.6. The title of "Contract Police Chief" shall be ceremonial in nature as all lawful duties of a duly authorized law enforcement executive rest with the Sheriff. The "Contract Police Chief" carries only the level of authority and responsibilities of a Sheriff's Captain as defined in the COUNTY job description.
- 3.5.2 **LIEUTENANT:** A Lieutenant may be appointed to serve CITY. The Lieutenant may serve the role as Administrative Lieutenant or Watch Commander, consistent with the duties associated with those roles within the Sheriff's Office. The Lieutenant shall be selected and retained in this assignment after the Sheriff and the City Manager complete a selection process. The selection process shall include an oral interview of the candidate and shall be conducted by the City Manager, the Police Chief and an Assistant/Deputy City Manager, provided that the Assistant/Deputy has the appropriate training. The Sheriff shall provide a list of at least three (3) but preferably four (4) to five (5) candidates from which to interview. The Lieutenant shall be selected from the list of candidates provided by the Sheriff and shall be maintained in that position pursuant to sections; 2.4, and 3.5.6.
- 3.5.3 **SERGEANT:** Sergeants shall be appointed to serve CITY when requested by CITY. Sergeants shall be selected and retained for this assignment, consistent with the duties associated with those roles within the Sheriff's Office. The Sergeants shall be selected and retained in this assignment after the Chief and the City Manager complete a selection process. The selection process shall include an oral interview of the candidate and shall be conducted by the City Manager, the Police Chief and the Lieutenant. The Sheriff shall provide a list of at least three (3) but preferably four (4) to five (5) candidates from which to interview. The Sergeant shall be selected from the list of candidates provided by the Sheriff and shall be maintained in that position pursuant to sections; 2.4, and 3.5.6.

- 3.5.4 Specialized Community Oriented Positions (i.e. School Resource Officers, Community Resource Officer, Community Impact Team Officer, etc.): Specialized Positions shall be appointed to serve CITY when requested by CITY. Specialized Positions shall be selected and retained for this assignment, consistent with the duties associated with those roles within the Sheriff's Office. The Specialized Positions shall be selected and retained in this assignment after the Chief and the City Manager complete a selection process. The selection process shall include an oral interview of the candidate and shall be conducted by the City Manager, the Police Chief and the Lieutenant. The Sheriff or the Contract Chief shall provide a list of at least two (2) but preferably three (3) candidates from which to interview. Specialized Community Oriented Positions shall be selected from the list of candidates provided by the Sheriff or his designee and shall be maintained in that position pursuant to sections; 2.4, and 3.5.6.
- 3.5.5 Personnel assigned to CITY shall be retained for said assignment for a period of no less than three (3) years from the time of initial assignment. The goal for the assignment shall be five (5) years. This provision shall not limit the ability of the Sheriff to transfer personnel due to normal attrition or the application of Civil Service Rules. This provision shall not limit the number of personnel transferred to and from CITY. Normal attrition is defined as promotion, termination, retirement, or those transfers that are mutually agreeable to both the San Joaquin County Sheriff's Office and CITY. The method of selection and number of candidates to be considered for the position shall be solely at the discretion of the Sheriff.
- 3.5.6 COUNTY and CITY agree that COUNTY employees assigned to CITY 's Lathrop Police Services who are absent from work more than fifty six (56) consecutive calendar days shall be replaced by COUNTY consistent with the provisions for the selection of personnel herein. CITY will incur training costs required to familiarize the COUNTY employee with the new assignment.
- 3.6 A new San Joaquin County Sheriff's Office Deployment of Personnel form shall be authorized and signed annually by the CITY and the Sheriff or his designee.
- 3.7 Should the CITY request a change on level of service other than pursuant to the annual renewal pursuant to section 3.6, an amended San Joaquin County Sheriff's Office Deployment of Personnel form shall be signed and authorized by the CITY and approved by the Sheriff or his designee as an amendment to the level of service subject to the following:
- 3.7.1 Increases in workforce may occur when CITY requests such increase and provides the additional San Joaquin County Sheriff's Office Deployment of Personnel form. Staffing increases will be made at a time agreeable to

the Sheriff and CITY. It is recognized this increase may be extended for purposes of adding and training applicable staff.

3.7.2 Decreases in workforce may occur when CITY requests such decrease and provides the additional San Joaquin County Sheriff's Office Deployment of Personnel form. Staffing decreases will be made at a time agreeable to the Sheriff and CITY. The City, however, shall set an effective date of any decreases to coincide with the end of a fiscal year.

3.7.3 Unless otherwise mutually agreeable between COUNTY and CITY, increases/decreases in staffing will not be effective prior to 180 days after provision of the new San Joaquin County Sheriff's Office Deployment of Personnel Form.

3.8 The most recent dated and signed San Joaquin County Sheriff's Office Deployment of Personnel form shall be the staffing level in effect between the CITY and the COUNTY.

3.9 The CITY is not limited to the foregoing services indicated in the San Joaquin County Sheriff's Office Deployment of Personnel form, but may also request any other service in the field of public safety, law, or related fields within the legal power of the Sheriff to provide upon written approval of the City Manager and approval of the Sheriff or his designee.

3.10 The City reserves the right to review alternate work schedules including but not limited to 12 hour work shifts for patrol deputies. The City understands changes in the work schedule are subject to negotiation with the Sheriff's Office / effected employee associations.

4.0 PERFORMANCE OF CONTRACT

4.1 For the purpose of performing said functions, COUNTY shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed upon level of service to be rendered.

4.2 Notwithstanding the foregoing, the CITY may provide additional resources for the COUNTY to utilize in performance of the services.

4.3 The CITY shall supply the COUNTY with a local office for maintaining a law enforcement headquarters or Sheriff's Office substation within the CITY. The CITY shall furnish at its own cost and expense all necessary office space, furniture, furnishings, office supplies, administrative support, janitor service, telephone, light, water and other utilities. It is understood that personnel for CITY supplied administrative support and janitorial support shall be required to pass a background check conducted by COUNTY.

- 4.4 It is expressly further understood that in the event that a local office or building is maintained in said CITY, such quarters may be used by the Sheriff of the County of San Joaquin in connection with the performance of his duties in territory outside of the CITY, provided, however, that the performance of such outside duties shall not be at any additional cost to the CITY.
- 4.5 Notwithstanding the foregoing, CITY shall directly lease and/or purchase all fixed assets, which are necessary for the performance of the law enforcement services under this agreement. Fixed assets are defined as items with a purchase cost of one thousand dollars (\$1,000.00) or more and a service life of greater than one year. If requested by CITY, COUNTY may maintain or purchase equipment and CITY will reimburse COUNTY for maintenance costs on a time and materials basis, including fuel and vehicle maintenance provided by COUNTY.
- 4.5.1 Vehicles utilized by COUNTY in connection with the performance of services under this Agreement may be marked so as to designate such as CITY vehicles with CITY logos and shall not preclude COUNTY Sheriff insignia on vehicles. CITY logos shall be approved in advance by CITY.
- 4.6 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationary, notices, logos, forms and the like must be issued in the name of the said CITY, the same shall be supplied by the CITY at its own cost and expense.
- 4.7 Start-up costs consisting of pre-employment costs, salaries and benefits of trainees and field training officers, peace officer training academy costs, on the job training costs, and reimbursements from the State of California, incurred by the hiring of officers or replacement officers for the staff assigned to CITY shall be payable by CITY to COUNTY. COUNTY shall calculate these costs for each new permanent position at such time new permanent staff is added to CITY. Unless requested by CITY, payment of start-up costs will be amortized over no less than fifteen (15) years.
- 4.8 CITY to provide Information Technologies (IT) support for Desktop, printers/copiers, phone system, File Server and Networking equipment up to the CITY owned Firewall as well as the equipment for these functions with refreshes based on CITY refresh standards.
- 4.8.1 COUNTY will be responsible for networking between the COUNTY and the Lathrop Police Services Office including the equipment up to the COUNTY network point of presence.
- 4.8.2 COUNTY will provide e-mail, internet services, cellular phone service and access to Sheriff's Office law enforcement specific applications such as RMS, CUSINS, Countywide Mugshot system, etc., as deemed appropriate by the LPS Chief of Police. COUNTY will work with the

CITY to ensure that all required applications are installed and working properly on CITY owned desktops.

- 4.8.3 Access to law enforcement data, data residing on Sheriff's Office systems or LPS related data residing on CITY servers is confidential. All CITY employees who may have access to confidential law enforcement data shall maintain CLETS certification. Any release of data to any entity outside of the Sheriff's Office or LPS staff by any CITY employee must be pre-authorized by the Sheriff (or designee).
- 4.8.4 CITY will be responsible for providing a server with service agreement that is under the jurisdiction of the Sheriff's Office and for the use of storing law enforcement data by the staff of Lathrop Police Services. All data that resides on the CITY provided server will be considered to the degree allowable by applicable law confidential information of the San Joaquin County Sheriff's Office.
- 4.8.5 When a CITY employee separates from Lathrop Police Services, LPS Administration staff will notify, by e-mail, a completed TSR signed by Chief of Police, to the CITY and COUNTY Information Technologies department. CITY and County shall suspend the account as indicated by the date of separation. Any data related to the separated employee that is housed on CITY owned servers as well as City file server will be archived within 30 days to DVD. The archived DVD will be hand delivered to the Police Chief.
- 4.8.6 Data center access at the LPS facility shall be controlled via an automated system. Access to the data center shall be permitted on a 24x7 basis to designated City IT Staff, designated Sheriff's Office IT staff and designated County network staff. Access to the data center shall be logged and maintained via an automated system for a minimum of 12 months. Requests for access to the security logs shall be in writing to the designated City of Lathrop contact and are explicitly authorized for the City Manager (or designee) and the Sheriff (or designee). The requests shall be fulfilled within 5 business days. In the event that the City Manager (or designee) requests security logs related to COUNTY employees, the Sheriff (or designee) shall be notified of the request and provided a copy of the logs.
- 4.8.7 No unauthorized hardware or software is to be used on any of the LPS facility computer systems or networking equipment.
- 4.8.8 CITY I.T. staff to work with COUNTY I.T. staff on any required new or updated software or hardware installations.

5.0 INDEMNIFICATION

5.1 The CITY, its officers and employees, by this AGREEMENT, shall not assume any liability for the direct payment of any claims, settlements or judgments resulting or arising solely from any negligent or wrongful act or omission of the COUNTY, its officers and employees in performing the services or functions provided for in this AGREEMENT. COUNTY shall hold the CITY, its officers and employees harmless, and indemnify and defend the CITY, its officers and employees, against the direct payment of any and all costs, expenses, claims, suits and liability for bodily or personal injury to or death of any person and for injury to or loss of any property resulting from or arising out of or in any way connected with any negligent or wrongful acts or omissions of the COUNTY, its officers and employees, in performing or in failing to perform 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

5.2 COUNTY, its officers and employees, by this AGREEMENT, shall not assume any liability for the direct payment of any claims, settlements or judgments resulting or arising solely from any negligent or wrongful act or omission of the CITY, its officers and employees, nor for any dangerous condition of the streets or property of the CITY, and the CITY shall hold the COUNTY, its officers and employees, harmless, and indemnify and defend the 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 the 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.

5.3 The parties agree to provide one another prompt notice of any claims or lawsuits arising out the performance of services under this contract. All notices required to be given pursuant to this agreement shall be in writing and shall be delivered by hand or certified mail, postage prepaid, return receipt requested, to the following address:

To CITY at:
OFFICE of the CITY ATTORNEY

To COUNTY at:
OFFICE of the COUNTY COUNSEL

6.0 TERM OF CONTRACT

- 6.1 Unless sooner terminated as provided for herein, this AGREEMENT shall be effective July 1, 2011 and shall remain in effect until June 30, 2016.
- 6.2 At the option of the Board of Supervisors and with the consent of the CITY Council, this AGREEMENT may be renewed for successive periods of one (1) year at a time not to exceed five years.

7.0 RIGHT TO TERMINATION

- 7.1 This AGREEMENT may be terminated at anytime, with or without cause, by either party upon giving written notice to the other at least 180 days prior to the date specified for such termination.
- 7.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations that would otherwise accrue subsequent to the date of termination.

8.0 CONTRACT SUM

- 8.1 The CITY shall pay for the services provided by COUNTY under the terms of this service AGREEMENT. Charges include:
- a) Costs charged to the Sheriff-Lathrop Police Services budget (#2021650000) in support of Lathrop Police Services pursuant to section 8.2.
 - b) Support Service costs incurred by other divisions of the Sheriff's Office in support of Lathrop Police Services as detailed in section 8.1.3 below.
 - c) Overhead costs attributable to Lathrop Police Services as calculated by the County-Auditor Controller as detailed in section 8.1.1.
- 8.1.1 Personnel Billing Rate. The personnel billing rates are rates calculated by the County Auditor-Controller's Office. The billing rate shall include salary and fringe benefits, vacation, holiday and sick leave, unit supervision and support overhead, department overhead, countywide overhead, and services and supplies overhead. A second Personnel Billing Rate shall be established for Overtime which only includes the additional salary costs for overtime worked by personnel attributed to Lathrop Police Services. Staff assigned to Lathrop Police Services shall not include unit supervision and support overhead rate.
- a) The rates indicated on the San Joaquin County Sheriff's Office Deployment of Personnel form shall be adjusted by the County Auditor-Controller annually effective July 1st, of each year to reflect the cost of such service. In the event of a rate increase, the

County Auditor-Controller shall provide CITY with detailed supporting documentation of a proposed rate increase by October 1st of any year in which an increase is proposed.

- b) COUNTY shall provide CITY a Quarterly Step Report for all positions in the Sheriff-Lathrop Police Services Budget. After review, the Personnel Billing Rates will be adjusted for personnel step changes accordingly and reflected in the next months billing cycle.

8.1.2 Personnel. COUNTY will provide the agreed number of personnel allocated to the Lathrop Police Services budget during the annual budget cycle. The CITY shall pay for the cost of said personnel on a monthly basis by paying the Personnel Billing Rate.

8.1.3 Support Services. COUNTY will provide all necessary support services for staff assigned to CITY, including communication, records and case management. The CITY shall pay for the cost of said personnel on a monthly basis by paying the Personnel Billing Rate as calculated by the Auditor-Controller, except as indicted below:

- a) Records Division. For FY 2011/2012, the CITY shall pay monthly for Records Division Support Service costs on a flat rate based on prior year number of actual CITY cases and production rate for Records Division staff. For subsequent years, the CITY shall pay the costs based on a Study performed by the Sheriff's Office, with CITY input, regarding actual costs.
- b) Dispatch Division. For FY 2011/2012, the CITY shall pay monthly based on number of billable CITY calls for service using average nine (9) minutes per call. For subsequent years, the CITY shall pay the costs based on a Study performed by the Sheriff's Office, with CITY input, regarding actual costs.
- c) Evidence Handling. For FY 2011/2012, the CITY shall not pay separately for evidence handling based on the assumption that it is already included in the County wide overhead. For subsequent years, the CITY shall pay the costs monthly based on a Study performed by the Sheriff's Office, with CITY input, regarding actual costs.

8.1.4 Extra Staff. Extra personnel may be needed from time to time. For example, unusual crimes, investigation circumstances, emergencies, urgent situations, planned City sponsored functions and/or special events, may require extra staffing. During this situation, the assignment of extra staff shall be determined by the Chief of Police in order to preserve staff and public safety. Once the situation is stabilized, however, the Chief

))
shall present a Staffing and Operations Plan to the City Manager for approval.

- a) County Patrol Unit. Cost for COUNTY Patrol staff not allocated to the Lathrop Police Services budget will be charged to CITY using the mutually agreed upon personnel billing rates. COUNTY to provide CITY with monthly documentation reflecting reason codes and hours for billed charges.
- b) County Detective Unit. Cost for COUNTY Detective Unit staff not allocated to the Lathrop Police Services budget will be charged to the CITY using the mutually agreed upon personnel billing rates. COUNTY to provide CITY with monthly documentation reflecting reason codes hours for billed charges.

8.1.5 Staffing Augmentation. The Sheriff Department's Cadets, STARS and Reserves shall be utilized to the extent possible for unusual crimes, investigation circumstances, an emergency, urgent situations, planned City sponsored functions and/or special events requiring extra staffing. City shall pay using the personnel billing rates. However, STARS will be billed at a flat annual rate of \$7,500.

8.1.6 Training. COUNTY and CITY agree CITY will pay for all specialized training costs for positions requested and approved by CITY, including staff salaries. For specialized training exclusive to the Sheriff's Office, e.g. SWAT, EOD, Hostage Negotiations, COUNTY will replace the staff attending the training session and if necessary pay any overtime to replace staff in training.

8.1.7 Canine Program. Notwithstanding the foregoing, COUNTY and CITY agree CITY will pay for all specialized training costs, maintenance costs, veterinarian's fees, food, acquisitions costs, etc., associated with the Canine Program should CITY elect for Canine Unit(s). CITY will pay for overtime hours as specified in the Deputy Sheriffs' Association Memorandum of Understanding for at home canine care.

8.1.8 Motorcycle Program. Notwithstanding the foregoing, COUNTY and CITY agree, should CITY elect for motorcycle unit(s), CITY will pay two (2) regular hours per pay period for motor officers associated extraneous duties related to the care and maintenance of police motorcycle.

8.1.9 Non-Staff support. The cost of other services, equipment, vehicles or other fixed assets requested pursuant to this AGREEMENT and not set forth in the San Joaquin County Sheriff's Office Deployment of Personnel form shall be determined by the Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors.

8.2 Within one-hundred twenty (120) days of the end of COUNTY's fiscal year COUNTY may provide CITY with a reconciliation statement which indicates the difference between the actual expenditures in the Lathrop Police Contract budget and corresponding actual amount paid by CITY. If the amount of costs actually incurred by COUNTY is less than the amount billed and paid by CITY, then CITY shall be credited with said overpayment and said overpayment shall be applied to the then current fiscal year charges. If the amount of the costs actually incurred by COUNTY is more than the amount billed and paid by CITY, then CITY shall pay said sums to COUNTY within forty five (45) days of the mailing of said statement. In the event of dispute, the procedure identified in Item 9.2 will be followed. Costs excluded from reconciliation statement, but not limited to include:

- a) Specialized training and/or premium pay not requested by CITY
- b) Any training whereby COUNTY receives reimbursement
- c) Overtime not in support of Lathrop Police Services
- d) Any Civil Subpoena case whereby COUNTY receives reimbursement
- e) Extraordinary property purchases which are not pre-approved and owned by the CITY

8.3 COUNTY agrees that relevant financial records shall be made available to City to audit and examine if CITY requests such audit and examination by contacting the Sheriff or his representative at least ten (10) working days prior to the commencement of the audit and examination.

8.4 COUNTY agrees to provide CITY with preliminary requested budget for COUNTY Lathrop Police Services budget (#2021650000) by April 1st of each year.

9.0 PAYMENT PROCEDURES

9.1 COUNTY, through the San Joaquin County Sheriff's Office, shall render to said CITY within forty-five (45) days after the close of each calendar month a summarized invoice which covers all services performed during the said month, and said CITY shall pay the COUNTY for all undisputed amounts within thirty (30) days after date of said invoice. Along with the monthly invoice, the Auditor's Monthly Expense Report and Auditor's Monthly Detailed Transaction Report for COUNTY's Lathrop Police Services budget (#2021650000) will be provided to CITY.

9.2 If such payment is not delivered to the COUNTY office that is described on said invoice within forty-five (45) days after the date of the said invoice, the COUNTY is entitled to recover interest thereon. For all disputed amounts, the CITY shall provide the COUNTY with written notice of the dispute including the invoice date, amount, and reasons for the dispute within fourteen (14) days after receipt of the said invoice. The parties shall memorialize the resolution of the

dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within thirty (30) days after the dispute resolution is memorialized.

- 9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, in accordance with Code of Civil Procedure 685.010, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution was memorialized.
- 9.4 Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the COUNTY office that is described on said invoice within ninety (90) days after the date of the invoice, or in the case of disputed amounts, from the date the resolution was memorialized, the COUNTY may satisfy such indebtedness, including interest thereon, from any funds of the CITY on deposit with the COUNTY without giving further notice to the CITY of the County's intention to do so.
- 9.5 All net asset forfeiture monies generated within CITY, excluding Federal, will be dispersed to CITY by COUNTY. CITY agrees to keep the funds in a separate asset forfeiture account and to utilize the asset forfeiture money only for law enforcement purposes and within the guidelines established for the expenditure of asset forfeiture money. Federal asset forfeiture monies generated within the CITY shall be held by the COUNTY in the established fund and the COUNTY shall provide quarterly statements as to any expenditures and the ending balance.
- 9.6 COUNTY to credit CITY account for any revenue received, such as SB 90 State Mandate reimbursement, training reimbursements, subpoena case reimbursement, etc. on behalf of Lathrop Police Services.

10.0 ENTIRE AGREEMENT

- 10.1 This AGREEMENT shall constitute the complete and exclusive statement of the parties that supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this AGREEMENT must be in writing and mutually executed by authorized personnel on behalf of the CITY and the COUNTY. The Sheriff or his designee is authorized by the COUNTY to execute supplemental agreements referenced in this AGREEMENT.

**AGREEMENT BETWEEN
COUNTY OF SAN JOAQUIN
AND THE CITY OF LATHROP**

WITNESS WHEREOF, the San Joaquin County Board of Supervisors has caused this AGREEMENT to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Clerk of the Board of Supervisors, and the CITY has caused this AGREEMENT to be subscribed on its behalf by its authorized officer.

Dated at Stockton, California, this 20th day of June, 2011.

COUNTY OF SAN JOAQUIN

By: *Frank L. Ruhstaller*
FRANK L. RUHSTALLER
Chair, Board of Supervisors

ATTEST:

LOIS M. SAHYOUN
Clerk of the Board of Supervisors,
San Joaquin County, State of California



By: *Caroline Genco*
DEPUTY CLERK

APPROVED AS TO FORM:
Office of the County Counsel

By: *[Signature]*
Deputy County Counsel

RECOMMENDED BY:
Office of the Sheriff

By: *[Signature]*

CITY OF LATHROP

By: *[Signature]*
J. "CHAKA" Santos
CITY of Lathrop, Mayor

ATTEST:

Mitzi Ortiz
CITY Clerk of City of Lathrop,

By: *Mitzi Ortiz*

APPROVED AS TO FORM:
Office of the CITY Attorney

By: *[Signature]*

RECOMMENDED BY:

Office of the CITY Manager

By: *[Signature]*