

**AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN
THE COUNTY OF SONOMA AND THE CITY OF SONOMA**

This Agreement is entered into between the County of Sonoma, a political subdivision of the State of California ("County"), and the City of Sonoma, a municipal corporation located within the geographic borders of the County of Sonoma ("City"), on the date set forth below.

RECITALS

WHEREAS, City's principal concern is for the health, safety, and wellbeing of its citizens;

WHEREAS, to benefit its citizens, the City has previously contracted with the County for the provision of law enforcement services beginning on or about July 1, 2004 ("Previous Agreement"), has been satisfied with the provision of such services, and desires to continue to contract with the County for provision of such services within the City's municipal boundaries;

WHEREAS, County is capable of rendering such services through the Sheriff's Office under the terms and conditions set forth in this Agreement, and is authorized to do so pursuant to California Government Code, Section 51301, among other applicable law;

WHEREAS, the parties intend County, through the County of Sonoma Sheriff's Office, to continue to provide law enforcement and related services to the City in a seamless manner upon the termination of the Previous Agreement, which expires on June 30, 2020; and,

WHEREAS, the City wishes to continue its contracting relationship with the County for law enforcement services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. CITY POLICE SERVICES

County shall provide to City municipal police protection within the corporate limits of City, as well as related public safety, managerial and administrative services, to the extent and in the manner set forth herein. These services shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by the County Sheriff under State statutes, and shall include enforcement of State statutes as well as City codes and ordinances. In addition, services provided herein shall also include traffic enforcement and other special services customarily performed by police departments and police chiefs.

All services to be performed by County shall be set forth in a Service Plan, as defined in Section 3, for each fiscal year during the term of this Agreement, which shall be mutually agreed upon by the parties. Each annual Service Plan (and any modifications or revisions thereto) as well as each Cost Estimate related thereto shall become part of this Agreement upon approval by both parties under the terms set forth herein. In the event of a conflict between the provisions of any Service Plan or Cost Estimate and

the terms of this Agreement, the terms of this Agreement shall prevail.

2. DEFINITIONS

The following definitions shall apply throughout this Agreement.

- a. "Sheriff" shall mean and refer to the Sheriff-Coroner of the County of Sonoma or his/her designee. "Sheriff's Office" shall mean and refer to the Sonoma County Sheriff's Office.
- b. "Chief" or "Police Chief" shall mean and refer to the Sheriff's Lieutenant who has been assigned to perform services under this Agreement as the Chief of the Sonoma Police Department. The title of Chief is a nominal title and does not confer additional legal powers beyond those normally granted to a Sheriff's Lieutenant, except those duties assigned to the Chief of the Sonoma Police Department by provisions of the Sonoma Municipal Code or generally assigned to municipal chiefs by provisions of California State law.
- c. "Cost Estimate" shall mean and refer to the estimate of costs to be incurred with respect to provision of services under this Agreement pursuant to the annual Service Plan, in the format attached hereto as Exhibit "B". Cost Estimates shall be mutually agreed upon and approved by the parties for each fiscal year during the term of this Agreement.
- d. "Service Plan" shall mean and refer to the description and level of services County shall provide to City under the terms of this Agreement, as well as related procedures, in the format attached hereto as Exhibit "A". Service Plans shall be mutually agreed upon and approved by the parties for each fiscal year during the term of this Agreement.
- e. "Sonoma Police Department" shall mean and refer to the organization under which County performs the services required under this Agreement.

3. ANNUAL SERVICE PLAN

a. Annual Service Plan Requirements

For each fiscal year during the term of this Agreement, the parties shall mutually agree on a Service Plan, which shall be generally in the format attached hereto as Exhibit "A". Exhibit "A" is the proposed Service Plan for FY 20-21. If budget reductions are needed and approved in any year as Exhibit "C", the City Manager and Sheriff are authorized to update the Annual Service Plan to reflect the final approved budget. In addition to such other matters as City and County agree upon, each Service Plan shall include:

- (1) Staffing Level
- (2) Staffing Schedules
- (3) Position Descriptions
- (4) Services, Programs and Procedures

- (5) Training Requirements
- (6) Vehicle Requirements
- (7) Miscellaneous Equipment Requirements
- (8) Performance Objectives

The Service Plan establishes the normal service level for planning, administering, and implementing operations; however, the Sheriff has and retains discretion to determine the level of service required to ensure an effective law enforcement response to any given situation. City will be promptly notified in the event the Sheriff significantly increases the level of service pursuant to this provision.

b. Law Enforcement Services and Equipment Provided Per Service Plan

County shall furnish all necessary personnel, supervision, law enforcement equipment, telecommunications equipment and services, and supplies necessary to perform the level of services set forth in the Service Plan, except as specifically set forth in this Agreement. Some equipment, facilities, or supplies may be located outside of the geographical boundaries of City. County will use reasonable efforts to utilize personnel that are selected to fill the full-time positions identified in the Service Plan exclusively for the performance of this Agreement; however, County reserves the right to utilize such personnel on assignments not related to this Agreement. Time associated with such other assignments will not be charged to City. In addition, County personnel not normally assigned to perform services under this Agreement may occasionally be assigned to provide relief or perform other services required hereunder. All time spent by such personnel in the performance of services required under this Agreement will be charged to City.

c. Changes to Service Plan.

Changes made to the services plan shall be approved by both parties in writing. The Sheriff agrees to work with the City to implement changes as quickly as possible, but is allowed a maximum timeframe of three months to implement changes related to the elimination of filled positions.

- i. The City may seek to shift non-sworn services to City employees or different staffing model to try to manage costs.
- ii. If the proposed annual budget is greater than 2.5% (historical average), the City reserves the right to ask the Sheriff's Office for proposed reductions for consideration to minimize cost increases if necessary.
- iii. Mid-Year Changes in Service Plan and Budget Modifications -- During any fiscal year, parties may meet and confer to consider mid-year service plan changes needed to reduce expenditures below the adopted budget.

d. Job Actions by County Employees

In the event of a work slowdown, strike, "blue flu," or any other form of job action by County employees assigned to perform duties specified under this Agreement, County agrees to provide temporarily a reduced level of service and City will be invoiced based on actual costs of services provided.

4. SPECIAL EVENT SERVICES

At the request of City, or at the request of community organizations or private individuals, the Sheriff or his designee may agree to provide extra law enforcement/security services for special events and functions occurring within the geographic boundaries of City. As to special event services requested by City, County shall bill City under this Agreement for the actual cost of such services. As to special event services requested by other parties, referred to as supplemental security services, County shall bill the requesting party directly for services performed. Supplemental security events are staffed on a voluntary basis only. The Sheriff's Office cannot guarantee staffing for supplemental security. All Sheriff services provided for special events shall be billed at rates established by the Board of Supervisors. Costs associated with special event services are in addition to the costs set forth in the Cost Estimate.

5. COMPENSATION FOR SERVICES

City shall compensate County for all allowable direct and indirect costs incurred by County in connection with providing the services set forth in the Service Plan, and shall agree on an annual Cost Estimate, as set forth below.

a. Allowable Direct Costs

City shall pay to County all direct costs incurred in connection with providing services under this Agreement, including but not limited to: employee salaries; employee benefit costs paid by County at rates established by the County Board of Supervisors; costs of providing relief for all allowable absences (including, but not limited to, vacation, compensatory time, bonding leave, sick leave, disability, compassionate, military, and jury duty); costs of supplies and services necessary for performance of work hereunder (including, but not limited to, items such as equipment and training); and employee training costs.

Employees performing services under this Agreement will be entitled to all benefits, including paid holidays and other paid leave (such as vacation, compensatory time, bonding leave, sick leave, disability, compassionate, military, and jury duty) as allowed by County for all employees and/or as allowed by bargaining agreements governing the employee classifications performing services hereunder; all costs associated with such benefits are allowable under this Agreement. City shall not be required to pay for direct expenses attributable to services and facilities normally provided or available to all cities in the County as part of the County's obligation to enforce State law, or as otherwise agreed upon, such as costs associated with detention, certain civil processes, , and Coroner's Bureau.

The City has the right to review any Pension Obligation Bonds or unfunded pension liabilities associated with the Sonoma County Employees Retirement Association pension plan with the

with the County of Sonoma, to ensure recurring and accelerated payments for unfunded pension liability are fairly charged to the City as a contracting agency.

For an County employee that retires from County service while being assigned to the City, the amount of the employee's vacation and other leave cash-out shall be pro-rated between the time the employee as assigned to the City and the time the employee was assigned to the County.

b. Allowable Indirect Costs

City shall pay to County all allowable indirect costs associated with providing services under this Agreement, which shall include internal overhead associated with functions such as administration, records, dispatch, crime analysis, and payroll. If the actual indirect costs incurred by County in performing this Agreement exceeds a rate of 27.9%, the parties shall meet and confer on the issue. The indirect cost rate methodology used by the Sheriff's Office to determine the indirect costs applied to the City follows the A-87 principles of cost allocation used by the County. Such rate has been validated by the County Auditor and by an independent consultant. The City may request an independent review of the overhead rate at the City's own expense. If the County determines that a component of the indirect costs are not to be charged to another agency contracting for law enforcement services from the County, the County will review the specific situation in collaboration with the City to determine if a similar application of the indirect rate can be applied to the services being provided under this Agreement. The indirect cost rate is included in Exhibit "B," attached hereto and incorporated herein by this reference.

c. Annual Cost Estimate

i. Cost Estimate for Budgeting Purposes

For each fiscal year during the term of this Agreement, the parties shall mutually agree upon a Cost Estimate for services described in the applicable years' Service Plan, including an estimate of both direct costs as well as indirect costs. Such Cost Estimate shall include, but not be limited to, the costs identified in Sections 5(a) and 5(b), above. Cost Estimates are prepared and approved for budgeting purposes only; actual compensation due for services rendered under this Agreement shall be as set forth in Sections 5(a) and 5(b), above.

ii. Procedures Applicable When Actual Costs Differ from Cost Estimate

County shall notify City in writing if, at any time, County projects that the Cost Estimate will be significantly under expended (by an amount of 10% or more of the estimated costs) or over expended (by any amount) during the period covered by the estimate. County will furnish a detailed breakdown of costs incurred through the date of such notification, as well as an estimate of costs anticipated to be incurred during the balance of the period. An explanation for the projected under expenditure or over expenditure will accompany the notification and cost report. If an over expenditure is projected, and if City chooses not to appropriate additional funding, the parties agree to reduce the level of services in the Service Plan to be consistent with available funding for the

balance of the period covered by the estimate. Notwithstanding any other provision in this Agreement, County is not required nor authorized to incur expenditures which exceed the Cost Estimate during the period covered by the estimate, without prior written authorization from City.

d. Invoices and Payment for Services

On a monthly basis, County shall provide City with an itemized statement and invoice for all services actually performed and associated costs incurred during the identified time period included in the invoice. The monthly invoice will include by line item detail and roll-up by category with the following information: annual budget, monthly charges, year to date in total dollars, and year to date in percentage. City shall pay County the amount due within 30 days after receipt of such invoices. If such payment is not delivered to County within thirty days after the date the invoice is delivered to City, County is entitled to recover interest thereon. Said interest shall be calculated at the rate of interest paid by the Sonoma County Treasurer/Tax Collector for departments or entities participating in the pooled funds account for the period of time in which the payment is past due. Interest shall be applied from the last day of the month in which services were performed (which is considered to be the date the amount was due and owing). In the event payment is not delivered to County within thirty days after the date invoice is delivered to City, County may proceed with the offset process authorized and allowed under Section 907 of the California Government Code, in addition to seeking any other available legal or equitable remedies.

e. Revenues

Each revenue stream will be determined as to the cost sharing that may occur. Below is a list of the current revenue and its cost sharing parameters.

Youth & Family Services Fees – 50% City / 50% County

Asset Forfeiture Funds – See Section 20 of this agreement

Grants Applied for as Sonoma Police Department – 100% City

6. ANNUAL APPROVAL PROCESS

a. Preparation of Annual Service Plan and Cost Estimate

Before March 1st of each year, County shall prepare and submit to City a proposed Service Plan for the following fiscal year (covering the period July 1 through June 30) and related Cost Estimate. The proposed Service Plan and Cost Estimate shall be prepared in consultation, with City staff and in the formats attached hereto as Exhibits "A" and "B", respectively. In the event that the City desires the County to continue to provide the same level of services during the preceding fiscal year, the proposed Service Plan for the next fiscal year shall so indicate and shall identify any changes in the cost of performing those services in the Cost Estimate.

b. Approval of Annual Service Plan and Cost Estimate

The parties shall use reasonable efforts to reach an agreement on the terms of each fiscal year's Service Plan and related Cost Estimate by July 1st of each year. The mutually agreed service Plan and related Cost Estimate for each fiscal year shall be incorporated into this Agreement upon the written approval of the Sheriff (on behalf of County) and the City Manager (on behalf of the City), which approval may be provided without obtaining the consent of each parties' governing body; however, such written approval may only be provided to the extent that the proposed Service Plan and related Cost Estimate for each fiscal year is consistent with the final annual budget approved and adopted by the Sonoma County Board of Supervisors (on behalf of County) and the Sonoma City Council (on behalf of City), pursuant to their respective standard budgetary processes.

c. Contingency Services

In the event of any delay in the approval of an annual Service Plan and related Cost Estimate pursuant to the provisions herein, County is authorized to continue providing services in accordance with the Service Plan approved for the prior fiscal year. City shall continue to pay County all direct and indirect costs for services rendered pursuant to such previously approved Plan.

d. Approval of FY 2020-2021 Service Plan and Cost Estimate

The Service Plan for Fiscal Year 2020-2021 is attached hereto as Exhibit "A" and incorporated herein by this reference. The Cost Estimate for Fiscal Year 2020-2021 is attached hereto as Exhibit "B" and incorporated herein by this reference. Exhibit "C" contains approved budget reductions. Upon full execution of this Agreement by the parties, both of these exhibits shall be deemed approved by the parties pursuant to the terms herein for the identified fiscal year.

7. TERM AND TERMINATION

a. Term

This Agreement shall go into effect on July 1, 2020, at 12:01 a.m., and shall terminate at 11:59 p.m. on June 30, 2025, unless terminated earlier in accordance with subsection (b), below. The parties have the option of extending this Agreement for successive periods not to exceed ten years each; such options must be exercised only upon the approval of the governing bodies of both parties.

Two years prior to the expiration of the Agreement, City shall notify the Sheriff, in writing, of its intent to either continue or discontinue services beyond the Agreement's expiration date.

b. Termination

Both parties acknowledge that transitioning the services provided under this Agreement from the Sheriff's Office to another entity requires substantial time, planning, and resources. Either party may terminate this Agreement by giving written notice to the other of not less than two years to allow for a

safe and practical transition and a continuity of services to the public during the transition plan. Upon such notice, parties may mutually agree, in writing, to an earlier termination date provided that both parties agree to a written plan for transitioning police services to a new provider. The party requesting termination shall create the proposed transition plan. City shall pay County for all costs of services rendered through and until the final date of termination.

8. LETTERS OF UNDERSTANDING

Letters of Understanding may be entered into by the parties through the written consent of the Sheriff (on behalf of County) and the City Manager (on behalf of City) with respect to procedural or administrative issues relating to the performance of this Agreement, without obtaining the approval of each parties' governing body. Letters of Understanding may either interpret/clarify provisions of this Agreement, or revise/alter terms of this Agreement that do not materially change the substantive terms of this Agreement. Any such revision agreed to by the Sheriff on behalf of the County must also be approved by County Counsel as to form. In the event of any ambiguity between the terms of any Letter of Understanding and the terms of this Agreement, the terms of this Agreement shall prevail.

9. ASSIGNED PERSONNEL

a. Assignment of Personnel to Perform Services

Except as expressly set forth herein, the Sheriff has the sole discretion to assign County employees to provide services under this Agreement. However, in the event the Sheriff institutes a work rotation policy, County employees assigned to perform services to City under this Agreement shall be excluded from any rotational requirements. City has the right to request that an individual County employee be removed from providing services under this Agreement after a good faith effort by County and City has been made to resolve any identified issue relating to such individual.

b. Training of Assigned Personnel

City shall pay all costs associated with training required or deemed advisable in the sole discretion of the Sheriff for County employees directly assigned to perform services under this Agreement. These costs shall include direct training costs (including, but not necessarily limited to tuition, training materials, and travel expenses associated with training) as well as associated costs (such as overtime relief while personnel are unavailable to perform normal services due to training). The specific training requirements will be set forth in the Service Plan. If, during the term of this Agreement, City increases the number of personnel allocated hereunder (in any position classification), City agrees to reimburse County for all costs incurred in training all levels of personnel hired and/or promoted by County as a result of such increased staffing allocation. Any reimbursement received by County from the State of California Commission on Peace Officer Standards and Training (POST), or from any other non-County funding source, for training provided to personnel assigned to perform services hereunder will be credited to City.

c. Leave Policies

In the event County employees assigned to provide services to City under this Agreement are placed on administrative leave or are injured while in the performance of their duties (making them eligible for benefits under Labor Code 4850), the employee will remain assigned to City and his/her salary time will be charged to City for no more than thirty (30) days. After thirty (30) days, if the County employee requires additional time off work, he/she will be temporarily transferred from the Sonoma Police Department to the Sheriff's Office and no longer be charged to City. Sheriff will work with the Chief to temporarily assign a replacement County employee to fill the vacancy. If three or more such County employees are on administrative leave or 4850 leave at any one time in excess of thirty (30) days each, then the parties shall negotiate a cost sharing agreement in good faith.

d. Designation of Chief

The Sheriff will coordinate the selection and appointment of the Police Chief with City. The Sheriff will provide the City with a list of qualified candidates for the selection and City will have the opportunity to make the final selection for the position from the list provided by the Sheriff. The City Manager shall appoint the selected person as the Chief of Police in accordance with law.

10. EMPLOYEE SUPERVISION AND PERFORMANCE

a. Supervision Duties

The responsibility for supervision of law enforcement services, hiring of personnel, establishing standards of performance, assignment of personnel, determining and effecting discipline, determining training required, maintaining personnel files, and other matters relating to the performance of services and control of personnel, shall rest with County. County is bound to abide by bargaining agreements covering County employees performing services hereunder and other applicable rules.

b. Personnel Performance

The Chief shall confer with the City Manager on questions related to performance of the personnel performing services hereunder. The Sheriff shall confer with City Manager should questions arise relative to performance of the Chief. The City Manager will be provided an opportunity to provide comments at the time that Sheriff's Office Performance Evaluation Reports are prepared relative to the Chief. In the event City is dissatisfied with the performance of the individual assigned to perform as the Chief, and reasonable personnel actions are unsuccessful in resolving the performance issues to City's satisfaction, the Sheriff will coordinate the selection and appointment of a new Police Chief with City.

c. Direction Provided to Chief

The Chief will respond to direction provided by the City Manager, provided such direction is within the scope of this Agreement. In recognition of the Sheriffs professional expertise in the area of law enforcement, it is agreed that in the event of a dispute between the parties as to the manner of performance of required services, the determination by the Sheriff shall be final and

conclusive.

11. PERFORMANCE REPORTS

County will provide the City Manager with written performance measurement reports relevant to services performed under this Agreement on an annual basis. The performance measures to be used will be identified in the Service Plan. With the exception of the fiscal data, the reports will be prepared based upon data from the preceding complete calendar year and will be presented with the Service Plan. Information used for these reports gathered by outside agencies may be subject to reasonable delay. County will provide supplemental reports at any time that the City Manager or City Council requests additional information regarding major incidents or other significant law enforcement issues affecting City.

12. STATUS OF EMPLOYEES

a. County Employees

All persons employed by County to perform services pursuant to this Agreement shall be and remain County employees and shall, at all times, be under the direction and control of County. No City employee shall perform services that County is obligated to provide under this Agreement, except as may be otherwise expressly provided herein or as may be agreed upon in a Letter of Understanding. All persons employed by County to perform the services pursuant to this Agreement shall be entitled solely to the rights and privileges given to County employees and shall not be entitled, as a result of providing services required hereunder, to any additional rights and privileges given to City employees.

b. Agents of City

For the purpose of performing the services under this Agreement, and for the purpose of giving official status to the performance thereof where necessary, every County employee engaged in the performance of any service required under this Agreement shall be deemed to be an agent of City while performing such services for City, which services are within the scope of this Agreement and are purely municipal functions. Notwithstanding the agency relationship created by this provision, City shall not be liable for any act or omission of any County officer or employee unless otherwise specifically provided elsewhere in this Agreement.

13. RULES, REGULATIONS, POLICIES, AND PROCEDURES

The requirements of this Agreement shall take precedence over any contradictory County or City procedures. The Sheriff and City Manager shall confer should any conflict exist between County and City procedures; however, in view of the Sheriff's expertise with regard to law enforcement procedures and their impact upon the operations of the Office, the Sheriff retains the final authority to determine how any conflicts between County and City procedures shall be resolved.

a. Sheriff's Rules, Regulations, Policies, and Procedures

Personnel assigned to provide services hereunder are required to abide by all rules, regulations, policies, and procedures (hereinafter referred to as procedures) applicable to Sheriff's Office employees, except where such procedures may conflict with a requirement of this Agreement.

b. City's Rules, Regulations, Policies, and Procedures

Personnel performing services hereunder may be requested by the City Manager to abide by certain City procedures. Personnel will comply with such City procedures, except where such procedures may conflict with procedures applicable to Sheriff's Office employees and/or the requirements of this Agreement.

14. VEHICLES

a. City to Provide, Equip and Maintain Vehicles

City shall furnish fully equipped vehicles, as required by County, for performance of services hereunder. The Service Plan will set forth the numbers and types of vehicles required to perform the services under this Agreement. Additionally, City shall be responsible for all items required in connection with the operation of vehicles including, but not necessarily limited to: materials required for operation (such as oil and fuel); maintenance, repair, and replacement of vehicles and associated equipment; and automobile insurance coverage (including collision, and comprehensive) with limits acceptable to County. City shall be responsible for paying for the cost of designating all replacement vehicles with insignias mutually approved by the City Manager and Sheriff.

b. County Standards and Inspection

The vehicles, associated equipment including mobile data computers (MDC), and all maintenance, repair, and replacement thereof, shall meet specifications and/or requirements established by County for equivalent Sheriff's Office vehicles. The County shall have the right to inspect all City provided vehicles at any time during the term of the Agreement. All nonrecurring and recurring costs associated with vehicles shall be borne by City, separate and apart from this Agreement, except that County will be responsible for any damage to the vehicles caused by the misconduct or negligence of County employees.

c. Temporary Vehicle Use

In the event the specified vehicles are unavailable as required (due to factors such as a delay in the initial delivery schedule or subsequent out-of-service conditions), County will make all reasonable efforts to make comparable Sheriff's Office vehicles available on a temporary, loan basis. City agrees to reimburse County for the daily use fees and mileage charges that County incurs for any loaned vehicles.

15. SPECIAL EQUIPMENT

If items of special equipment are considered necessary by the Sheriff to perform the services not routinely provided by the Sheriff's Office, but that are required under this Agreement (such as traffic enforcement), County shall notify City in writing of the required equipment. City may furnish such

equipment or authorize County to obtain the equipment. In either case, all costs associated with providing and maintaining the equipment shall be borne by City, separate and apart from this Agreement, except that County will be responsible for any damage to the equipment caused solely by willful misconduct or gross negligence of County employees. Any such special equipment shall meet with County's specifications. Title to any special equipment purchased under this provision shall remain vested with City. If City elects not to provide the required special equipment, County is authorized to modify or discontinue the performance of activities for which the equipment is deemed by the Sheriff to be necessary.

16. POLICE HEADQUARTERS

a. Facility for Police Headquarters

City shall provide a facility, located within its municipal boundaries, to serve as the Sonoma Police Department headquarters. The headquarters, including a locker room, briefing room, property/evidence storage facilities, and basic workstations (containing furniture, office equipment, and supplies), shall be sufficient to allow County employees to perform the law enforcement and related services required under this Agreement in a safe, effective, and efficient manner. The Sheriff has the sole discretion, at any time, to request modifications or alterations to the facility space provided hereunder to comply with such information technology requirements, which the City shall provide within a reasonable period of time.

b. Utilities and Maintenance

- c. City shall provide all utilities (including, but not necessarily limited to, water, power,) and shall provide for all necessary maintenance of the facility and furnishings (including, but not necessarily limited to, regular cleaning service, and a program for repair or replacement of office equipment and other furnishings). Costs

All costs associated with providing and maintaining the headquarters facility and furnishings, as described above, shall be borne by City, separate and apart from this Agreement, except that County will be responsible for any damage to the facility or furnishings caused solely by willful misconduct or gross negligence of County employees.

17. COMPUTERS / TECHNOLOGY / COMMUNICATION TOOLS

In order to comply with Federal and State Criminal Justice Information Services Security policies, Sheriff shall provide and maintain computers, which shall be paid for and owned by the Sheriff's Office, multi-functional copiers leases and printers, which the City shall pay for through the contract services and supply budget.

In order to comply with Federal and State Criminal Justice Information Services Security policies, Sheriff shall provide telephones and data network.

If City choses to provide staff with cell phones, cell phones shall not be used to store or transmit criminal justice information. Cell phones used to transmit and store criminal justice data must be approved by

the Sheriff's IT Manager to verify that cell phones are Criminal Justice Information Services Security compliant.

18. IDENTIFICATION AS SONOMA POLICE AND CITY LOGO SUPPLIES

County employees performing services under this Agreement shall wear uniforms, badges, and shall bear other items of identification designating them as members of "Sonoma Police". Vehicles used under the terms of the Agreement shall also bear insignia designating them as "Sonoma Police" vehicles (aside from unmarked vehicles). All identifying insignia and colors shall be in a design and format as designated by the Sheriff, or as otherwise agreed by the parties. City shall furnish any supplies, stationary, notices, forms, and the like, that it requires be issued with the City logo. All such items shall be provided at City's separate cost and expense.

19. ENFORCEMENT OF CITY ORDINANCES

a. Powers to Enforce City Ordinances

When performing services pursuant to this Agreement, County shall have all the powers of City and shall receive all cooperation possible from City to enable efficient enforcement of such rules, regulations, resolutions, and/or ordinances of City that are enforced by County pursuant to this Agreement. In the event County believes that a City ordinance is invalid, County will not be obligated to enforce such ordinance until reviewed and determined to be acceptable by County Counsel.

b. Validity of City Ordinances

City is responsible for the validity of its rules, regulations, resolutions, and ordinances, including any ordinances or codes incorporated by reference in City's ordinances or code, and City shall defend, hold harmless, and indemnify County, its officers, agents, and employees, with respect to any lawsuit or action challenging the validity of a City ordinance or with respect to any allegation that any arrest, citation, or other action taken by County, its officers, agents, or employees was taken under an invalid City ordinance.

20. INVESTIGATIONS

The City will be charged costs of the **Sheriff's Investigation Bureau** investigation of crimes. Certain crimes may be subject to detective charges that are applicable to multiple jurisdictions. The Chief of Police will monitor charges and coordinate with the Sheriff's Investigations Lieutenant to ensure to ensure the City is charged appropriately for criminal investigations. The Police Chief will keep the City Manager informed on investigation costs.

For Investigations of large financial significance, the City and County will have an early discussion regarding the potential costs and distribution of costs, if any. In addition, the County will inform the City

when a single investigation reaches \$25,000 in costs, and then subsequently for each additional \$25,000.

21. BOOKING AND PROCESSING PRISONERS

City will not be required to reimburse County for the cost of booking and processing individuals arrested and booked into the Sonoma County Jail by County employees performing services hereunder, provided that the State does not reduce the annual booking fee revenue provided to the Sheriff. A reduction of such revenue may result in the Sheriff assessing booking fees to the City as outlined in the applicable government code. The Sheriff's Department shall provide notice of 60 days to the City if this occurs.

22. ASSET SEIZURES AND FORFEITURES {NOTE – MOVED FROM SERVICE PLAN}

When assets (cash or property) are seized within City's municipal boundaries by or with the support of personnel performing services under this Agreement, and such assets are subsequently forfeited to County's Sheriff, the forfeited assets shall be shared with City, as set forth in this provision. The City has established and maintains its own asset forfeiture account and agrees to use asset forfeiture funds in accordance with State and Federal asset forfeiture rules and guidelines. The sharing of forfeited assets under this provision is subject to approval of the forfeiting agency (U.S. Attorney, State Attorney General, or County District Attorney).

In cases described above, County's Sheriff shall be responsible for the return of assets to County. Once the Sheriff's Office receives the assets, the Investigative Sergeant assigned to asset forfeitures shall specify the percentage of any assets to be returned to the City based on the circumstances of the case. The City Manager and the Chief of the Sonoma Police Department may provide recommendations for the distribution of assets seized within City. The distribution proposed by the Sheriff will be based upon State and Federal guidelines pertaining to asset forfeitures, as well as the following paragraphs.

In cases in which assets are seized within City by personnel assigned to City pursuant to this Agreement, without the involvement of other law enforcement personnel, and in which the seizure is a result solely of activities self-initiated by personnel assigned to City, or initiated by said personnel in response to a call for service within City, Sheriff shall apply to have those assets that are subject to distribution to the Sheriff, pursuant to Health and Safety Code, Section 11489, be distributed to the City, to be deposited in the City's asset forfeiture account, with the following exception. The Sheriff may apply to retain a portion of such forfeited assets for Sheriff's Office use based upon the Sheriff's Office involvement in the handling of the assets, the processing of the

application, or other similar functions. The retained portion will be reasonable, and rationale will be provided to the City

In cases in which assets are seized within City and in which personnel assigned to City pursuant to this Agreement, as well as other law enforcement personnel (not assigned to City under this Agreement) are involved in the seizure, in either a primary or ancillary role, Sheriff shall determine the appropriate percentage of the total forfeited assets that shall be proposed to be distributed to the City for deposit into the City's asset forfeiture account. The Sheriff shall determine the percentage based upon the circumstances of the seizure, considering the pro rata involvement of all personnel, including those assigned to City under this Agreement. When a deputy assigned to City provides only uniformed backup at a Sheriff's Investigations Bureau search warrant location, or when a deputy or investigator assigned to City participates minimally in the service of a search warrant that was initiated by other non-contract law enforcement personnel, only a minimal percentage of any forfeited assets may be proposed for distribution to the City, for deposit into the City's asset forfeiture account.

Assets that are returned to County by the forfeiting agency with approval to be used to augment City's law enforcement services shall be used by City and County solely for such purposes. If the forfeiting agency attaches specific conditions to the use of said assets, City and County shall abide by such conditions. The Sheriff and City Manager shall determine the specific use to be made of said assets within the conditions imposed by the forfeiting agency.

Subject to conditions imposed by the forfeiting agency, County will release to City those non-cash assets that are forfeited to Sheriff with approval that they be used to augment law enforcement services within City in compliance with the forfeiting agency's regulations and/or conditions on use.

The City is fully responsible for the administration, accounting, reporting, and compliance of the City asset forfeiture fund.

23. MUTUAL AID

The State of California Law Enforcement Mutual Aid Plan provides the basis for emergency law enforcement operational deployment procedures within the statewide mutual aid system. The parties to this Agreement agree to abide by said Plan in support of the mutual aid system.

24. MUTUAL INDEMNIFICATION

County and City each agree to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release each other (including their respective supervisors, council members, officers, agents, and employees) from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including themselves, resulting from County or City's own respective negligence or willful misconduct arising out of or in connection with the performance of this Agreement. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the parties hereto or their agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

For the purposes of this provision, County employees performing services pursuant to this Agreement shall not be considered agents of City.

25. INSURANCE

Each party shall be responsible for maintaining a program of insurance or self-insurance, or any combination thereof that shall cover each party's indemnification obligations as set forth herein. County shall name City as an additional insured under County's insurance program for purposes of this Agreement.

26. CITIZEN COMPLAINTS

County agrees to handle and respond to citizen complaints regarding provision of services hereunder in a courteous and timely manner. Complaints shall be processed and records shall be maintained in accordance with applicable law and written Sheriff's Office procedures addressing citizen complaints. Disclosure of information relative to complaints and any associated internal investigations shall be made only to the extent prescribed by applicable law.

27.

METHODS OF NOTICE

All notices, bills, and payments required or permitted under this Agreement shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO COUNTY: Attention: Sheriff's Administration
 Sonoma County Sheriff's Office
 2796 Ventura Avenue
 Santa Rosa, California 95403
 Ph: 707-565-2781 Fax: 707-565-6018

TO CITY: City Manager
 City of Sonoma
 No. 1 The Plaza
 Sonoma, CA 95476-9000
 Ph: 707-933-2213 Fax: 707-938-2559

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and

addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

28. MISCELLANEOUS PROVISIONS

a. Non-Discrimination

County and City shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference, including the City of Sonoma's Non-Discrimination Policy adopted as Resolution #25-2019 and available on the CITY'S website.

b. AIDS Discrimination

County and City agree to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

c. City of Sonoma Living Wage Ordinance

Recipients of City leases, concessions, or franchises with 25 or more employees and \$350,000 or more in annual gross receipts, may be subject to the CITY'S Living Wage Ordinance. Sub-contractors with \$50,000 or more in annual gross receipts may also be subject to the Living Wage Ordinance. Unless otherwise exempt in accordance with the provisions of the Ordinance (Sonoma Municipal Code Section 2.70), this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) of the CITY as amended from time to time and available on the CITY's website.

d. City of Sonoma Local Minimum Wage Ordinance

Contractors with employees may be subject to the CITY's Minimum Wage Ordinance. Sonoma's minimum wage applies to any person who in a particular week performs more than 2 hours of work within the geographic boundaries of the City of Sonoma for an employer. Unless otherwise exempt in accordance with the provisions of the Ordinance (Sonoma Municipal Code Section 2.80), this contract is subject to applicable provisions of the Minimum Wage Ordinance of the CITY as amended from time to time and available on the CITY's website.

Both parties acknowledge that County employee wages are established by the County Board of Supervisors approved labor agreements. If at some point during the term of this Agreement the County is unable to comply with the City's Local Minimum Wage Ordinance, parties shall meet and confer.

e. Assignment and Delegation

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party have so consented.

f. Amendment or Revisions to Agreement

Except as expressly set forth herein, this Agreement may only be amended or revised in a writing authorized by the City Council (on behalf of City) and County Board of Supervisors (on behalf of County).

g. No Waiver of Breach

The waiver by either party of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

h. Construction

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. The parties acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. The parties acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

i. Consent

Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

j. No Third Party Beneficiaries

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

k. Applicable Law and Forum

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

l. Survival of Terms

m. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason. Merger

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

n. Additional Documents

The parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

o. Agreement Prevails

In the event of a conflict between the provisions of the body of (this Agreement and any Exhibit incorporated or referenced herein, the provisions of the body of this Agreement shall prevail.

p. Time of Essence

Time is and shall be of the essence of this Agreement and every provision hereof.

COUNTY AND CITY HAVE CAREFULLY READ AND REVIEWED THIS AGREEMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AGREEMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY OF SONOMA

By: _____
Cathy Capriola, City Manager

Date: _____

COUNTY OF SONOMA

By: _____
Chair of the Board of Supervisors

Date: _____

ATTEST

By: _____
Clerk of the Board

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

APPROVED AS TO FORM:

By: _____
Deputy County Counsel

Date: _____

REVIEWED AS TO SUBSTANCE:

By: _____
Orlando Rodriguez, City of Sonoma Chief of Police

Date: _____

REVIEWED AS TO SUBSTANCE:

By: _____
Mark Essick, Sheriff-Coroner

Date: _____

EXHIBIT A

SERVICE PLAN

FOR PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021

This Service Plan is intended to provide a complete description of the structure and operation of the Sonoma Police Department pursuant to this Agreement for the above-identified fiscal year. The Plan is comprised of the following sections that are attached hereto and made a part hereof:

Section 1 Staffing Level

Section 2 Staffing Schedules

Section 3 Position Descriptions

Section 4 Services, Programs and Procedures

Section 5 Training Requirements

Section 6 Vehicle Requirements

Section 7 Miscellaneous Equipment Requirements

Section 8 Performance Objectives

SECTION 1 - STAFFING LEVEL

The staffing allocation for Sonoma Police Department is as follows:

<u>Positions</u>	<u>Number of Full-Time Employees</u>
<i>Lieutenant/Chief</i>	<i>1.00</i>
<i>Sergeant</i>	<i>2</i>
<i>Sonoma Officer</i>	<i>10 (Includes Traffic and K9 positions)</i>
<i>Detective</i>	<i>.25 (approximate – perform as needed)</i>
<i>Community Services Officer</i>	<i>2</i>
<i>Administrative Aide</i>	<i>1</i>

Other Sheriff's Office Positions

Sheriff's Office staffing in support of, or shared by, the City will include the following:

<i>Sheriff's Valley Sergeant</i>	<i>2</i>
<i>Sonoma Valley School Resource Officer</i>	<i>1</i>
<i>Main Office Sergeant</i>	<i>2</i>
<i>Watch Commander</i>	<i>2</i>

The sergeants assigned to the valley substation and the police department work under the "blended supervision" model to ensure adequate supervisory coverage in both the City and the valley. The Sergeants assigned to the main office will also work under the "blended supervision" model to ensure adequate supervisory coverage during the graveyard shift hours. A main office watch commander will also monitor and respond if needed when the Chief is not available.

The School Resource Officer position will be funded equally by the Sheriff's Office, City of Sonoma, and the Sonoma Valley Unified School District through separate agreements.

Other City Positions*

City staff who support the operations of the Police Department are as follows:

<i>Sonoma City Prosecutor</i>	<i>1 - contract</i>
<i>Sonoma Youth & Family Services Manager</i>	<i>1 - contract</i>
<i>City of Sonoma Code Enforcement Officer</i>	<i>1 – contract part-time</i>
<i>Administrative Clerk – full time</i>	<i>1 – full-time City Employee</i>

*See page 9 for a full description of duties.

SECTION 2 - STAFFING SCHEDULES

The police department operates on a 3/11-4/11 patrol model, which provides for on-duty “training time” every 6 weeks.

This section sets forth a representative schedule for the Sonoma Police Department (PD). The schedule set forth herein is considered a guideline, depicting the approximate level of coverage per shift. The Chief retains the authority to adjust schedules, as necessary, to ensure efficient use of allocated personnel and optimum coverage for the City. The Chief may adjust schedules to maximize coverage while minimizing the use of overtime.

Administration and Support Services		S	M	T	W	Th	F	S
Chief			D	D	D	D		
Sonoma PD Sergeant 1	Days Shift*	D	D	D	D			
Sonoma PD Sergeant 2	Cover Shift*				C	C	C	C
Sheriff Sergeant 1**	Day Shift*	C	C	C	C			
Sheriff Sergeant 2**	Cover Shift*				D	D	D	D
School Resource Officer**	7am-5pm*		D	D	D	D		
Community Services Officer	8am-6pm*				D	D	D	D
Community Services Officer	8am-6pm*	D	D	D	D			
Administrative Aide	7am-5pm		D	D	D	D		
Administrative Clerk	40 hrs/week		D	D	D	D	D	

Patrol Services	Week 1							Week 2						
	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Officer 1 (Traffic)	D	D	D	D				D	D	D				
Officer 2	D	D	D	D				D	D	D				
Officer 3	C	C	C	C				C	C	C				
Officer 4	G	G	G	G				G	G	G				
Officer 5	G	G	G	G				G	G	G				
Officer 6					D	D	D				D	D	D	D
Officer 7					D	D	D				D	D	D	D
Officer 8 (K9)					C	C	C				C	C	C	C
Officer 9					G	G	G				G	G	G	G
Officer 10					G	G	G				G	G	G	G

* A flexible work schedule will be allowed, as necessary, in order to accommodate evening or weekend activities within the normal 40-hour workweek. ** Sheriff's Office Valley Sub-station employees.

SECTION 3 - POSITION DESCRIPTIONS

The following is a description of personnel positions to be provided under this Agreement. The Chief of Police retains the authority to modify any or all of the identified job duties as needed to provide the best possible law enforcement service to the City of Sonoma and its citizens, so long as such modifications are consistent with employee job specifications and civil service requirements. The Chief of Police shall notify the Sheriff if any intended modifications may affect the workload of the Sheriff's Department, and obtain the Sheriff's consent to any such modifications.

A. *Lieutenant*

The Lieutenant, acting as the Chief of the Sonoma Police Department, will be responsible for the management, direction, and control of all operational and administrative aspects of the law enforcement and community crime prevention services within the City of Sonoma. As the primary representative of the Sonoma Police Department, the Chief will perform the following:

- Participate as a member of the Sonoma County Law Enforcement Chief's Association.
- Attend City Council, community, and other meetings as required by City Manager.
- Provide support to City policy advisory commissions and committees.
- Act as member of the City of Sonoma executive management staff.
- Respond to the City Manager and City Council.
- Act as liaison to:
 - City Agencies and Staff,
 - Sonoma Schools,
 - District Attorney,
 - State and Federal Law Enforcement Agencies, and the Media.
- Function as the Law Enforcement:
 - O.E.S. Coordinator,
 - Mutual-Aid Coordinator, and
 - HAZ/MAT Coordinator.

Daily operation and management of the Sonoma Police Department will involve functions such as the following:

- Plan and coordinate security for special events.
- Develop long and short-term department goals.
- Perform operational audits aimed at increasing effectiveness and reducing liability.
- Prepare and manage the department's budget.
- Develop new crime prevention programs and manage existing programs.
- Develop and/or review policies and procedures.
- Respond to law-enforcement calls as necessary.
- Develop and/or review City ordinances.
- Handle internal-affairs investigations.
- Work with Investigations Lieutenant to assign and monitor critical investigations
- Develop traffic-management plans.
- Oversee critical investigations.
- Prepare written status reports.
- Develop enhanced programs such as reserves, volunteers, and explorers.

- Develop community-oriented-policing partnerships and strategies.
- Conduct community outreach strategies
- Investigate and resolve citizens' complaints.
- Supervise juvenile programs.
- Meet with citizen groups.
- Perform personnel management functions such as: personnel selection, staff development, and performance evaluations.

B. Sergeant

A blended approach to the allocation of sergeant positions to the City of Sonoma Police Department and the Sheriff's Office Valley Sub-station/Main Office is part of this Service Plan. At this time six (6) sergeants (two City and four County) provide seven-day-a-week coverage as outlined in Section 2. The Sergeants will assist the Chief in the management, direction, and control of the law-enforcement and community crime-prevention services within the City of Sonoma and the Sonoma Valley. Typical duties and responsibilities include:

- Supervise and coordinate the investigation of traffic accidents as necessary, including all accidents involving City employees.
- Prepare staffing schedules.
- Perform duties delegated by the Chief, or assigned by the Sheriff, or his designee, in the Chief's absence.
- Prepare employee evaluations.
- Develop and implement training programs.
- Supervise traffic enforcement.
- Supervise evidence collection.
- Review and approve reports.
- Provide back-up support to officers, and respond to calls for service as necessary.
- Manage and control crime scenes.
- Testify in court as required.
- Assist in the development and management of the Department's budget.
- Conduct internal affairs investigations when appropriate.
- Plan, assign, and supervise work of Department staff.
- Assign and manage all law enforcement equipment.
- Assist with the development of City ordinances.
- Coordinate with the City Departments.
- Coordinate any multi-agency responses.
- Act as HAZ/MAT incident coordinator.
- Identify community problems and concerns.
- Supervise explorer and reserve programs.
- Supervise initial investigation of crimes.
- Implement directed-patrol strategies.
- Implement community-oriented-policing philosophy.
- Conduct community outreach.
- Handle citizens' complaints.

C. Sonoma Officer

Sonoma Officers perform a variety of law-enforcement and crime-prevention work. They strive to maximize positive interaction with citizens through a Community-Oriented-Policing approach to performing functions. Typical duties and responsibilities include:

- Patrol assigned areas.
- Testify in court as required.
- Prepare reports regarding crimes, accidents, or similar circumstances.
- Report potentially unsafe conditions relative to traffic and other law-enforcement matters.
- Serve warrants and make arrests.
- Arrest and interrogate suspects.
- Enlist community support to resolve specific community problems.
- Enforce laws, including traffic laws and City ordinances.
- Transport prisoners to County jail.
- Gather evidence and interview victims and witnesses.
- Investigate complaints and criminal violations.
- Attend community meetings and support activities of the Community Services Officer.
- Serve legal papers, such as subpoenas.
- Perform stakeouts and operate surveillance equipment.
- Receive and handle evidence and property.
- Investigate traffic accidents, and administer basic first aid.
- Attend neighborhood meetings, to work with local residents to find solutions to traffic problems.
- Perform the City's Animal Control function in the absence of the Animal Control Officer.
- Perform community outreach activities.

D. K-9 Officer

In FY 13-14 the Sonoma Police Department created a K-9 team, which consists of one Sonoma Officer and a law enforcement canine trained and certified in Patrol and Narcotics courses. All initial start-up costs in FY 13/14 were paid for by the Sheriff's Office, including the purchase and initial training of the canine, and the purchase and set-up of a K-9 equipped patrol vehicle. In FY 2019-2020, K9 "Dickie" retired. A new K9, "Vito", was purchased with a combination of Sheriff's and City funds:

- 66% of the Canine (Animal) is funded by the City of Sonoma.
- 34% of the Canine (Animal) is funded by the Sonoma County Sheriff's Office.

In the event the Sonoma K-9 team is discontinued prior to the usable life of the canine, then the canine shall be returned to the Sheriff's Office. Additionally, the K-9 patrol vehicle shall be returned to the Sheriff's Office if the Sonoma K-9 team is terminated prior to the scheduled replacement date of the vehicle. It is the intent of both parties that at the end of the normal replacement date, the replacement K-9 vehicle shall become an asset of the City.

Ongoing costs to maintain the Sonoma K-9 team will be included in Allowable Direct Costs pursuant to Section 5, sub-section a of the Agreement. Ongoing costs to maintain the K-9 patrol

vehicle shall be paid by the City through their agreement with County Fleet Operations. The canine will live at the K-9 officer's home and will be subject to call-outs after hours.

The Sonoma K-9 team will participate in monthly proficiency training to help ensure a high level of efficiency is maintained. The K-9 team will perform all the duties of a Sonoma Officer and provide the following services:

- Provide master protection while performing patrol duties.
- Search for fleeing suspects.
- Assist with apprehending suspects.
- Provide assistance in crowd control situations.
- Assist with drug and narcotics abatement.
- Provide support during asset seizure operations.
- Provide outreach to the public through demonstrations for local schools and community organizations.

E. Traffic Officer

The Traffic officer is assigned to address traffic issues that the City Council, City Manager, Police Chief, sergeants, other officers, and citizens have identified. Their mission is to identify traffic problems, and work collaboratively to resolve or mitigate them to improve traffic safety in the City of Sonoma. To achieve this goal the officer is assigned a police motorcycle, and provided with equipment and training specific to this discipline. He will:

- Work with City staff on traffic flow and design issues to mitigate traffic problems.
- Conduct educational programs on traffic-related issues with high-risk groups, such as juvenile drivers.
- Develop and maintain a relationship with the School Resource Officer and the Sonoma Unified School District to solve traffic issues related to schools and inexperienced drivers.
- Supervise the placement of the City's radar trailers by the CSO.
- Supervise the placement of the City's stealth radars to garner important traffic statistics in specific areas.
- Promote bicycle, skateboard and scooter safety in the City by giving educational presentations, and conducting bicycle rodeos and other events.
- Attend neighborhood meetings to work with local residents to find solutions to traffic problems.
- Report to the traffic sergeant and the police chief on traffic issues.
- Sit on the Traffic Safety Committee and make recommendations to City staff and the Police Chief.
- Review Sonoma traffic reports for consistency and accuracy, and to monitor trends.
- Be responsible for the collection of traffic statistics to assist the sergeant, chief and City in planning future solutions to problems and to minimize legal liability.
- Provide training and education for other Sonoma police officers.

- Maintain, calibrate, and keep inventory on all traffic related equipment, including the radar trailer, radar guns, Lidar guns, Stealth radar units, EPAS and PAS devices.
- Ensure all traffic related forms, manuals, and codes are current and in compliance with DMV and CHP standards and requirements

F. School Resource Officer

The School Resource Officer (SRO) is a Sheriff's Office employee and is devoted full time to the various campuses of the Sonoma Valley Unified School District (SVUSD). Since 2004, this position has been jointly funded by the Sheriff's Office and SVUSD. Since FY 13-14, the SRO position costs will also be shared by the City through a separate agreement. The SRO is devoted to the Sonoma Valley area working cooperatively with the Chief and the schools to accomplish the following:

- Develop necessary programs, such as School Attendance Review Board (SARB), and School Attendance Review Teams (SART).
- Provide traffic control before and after school.
- Attend extracurricular activities.
- Deter crime on or around school campuses by his presence and relationship with school staff and students.
- Help schools develop and train staff in the implementation of emergency-response plans.
- Be a resource to provide referrals to support services to parents, students, and staff.
- Provide faculty, parent, and student training on current issues.
- Provide consistent service to all school administrators, staff, and students.

G. Community Services Officer

The Community Services Officer (CSO) assists the public, the officers, and other personnel by performing a variety of public-relation, technical, clerical and other support activities related to crime-prevention and law-enforcement functions. Typical duties of the CSO include:

- Make presentations to City staff, the public, and other government agencies regarding crime prevention activities.
- Assist in the management of law-enforcement material, equipment, and supplies.
- Assist the public by providing general information, as required.
- Provide support/relief for front counter operations as necessary.
- Provide fingerprinting services.
- Placement of the City's radar trailers at the direction of the sergeant and traffic officer.
- Promote bicycle, skateboard and scooter which may include educational presentations and conducting rodeos and other events.
- Enforce provisions of the Sonoma Municipal where authorized by the SMC
- Prepare reports regarding crimes, accidents, or similar circumstances.
- Testify in court, as required.
- Perform crime-prevention activities, including:
 - Research community problems, and work with the appropriate resources to resolve them,

Make presentations to community organizations, schools, or similar audiences,
Conduct meetings, such as neighborhood watch and business watch,
Disseminate specific crime-prevention information,
Conduct public and crime-prevention surveys.

- Provide regular foot patrol of the Sonoma Plaza area.
- Enforce timed and permit parking regulations.
- Act as City of Sonoma Animal Control Officers by fulfilling the following duties as set forth in the City of Sonoma Municipal Code:
 - Respond to vicious dog calls and process dog bite reports.
 - Respond to reports of stray, sick/injured and lost animals and may dispatch animals if needed.
 - Respond to animal-related noise complaints.
 - Respond to calls where an animal may pose a problem for sworn officers in the performance of their duties.
 - Enforce the City's Municipal Code for leash-law, animal-tethered, and animal-cruelty violations.
 - Maintain the City kennel where dogs and other animals are temporarily sheltered.
 - Process and care for impounded animals and attempt to locate owners.
 - Coordinate with nonprofit animal adoption agencies and facilitate euthanasia if necessary.
 - Maintain animal control records.

H. *Administrative Aide*

The Administrative Aide will perform general office management and support functions for the Sonoma Police Department. Typical duties and responsibilities include:

- Receive specific licensing applications, and coordinating them with the Sheriff's Main Office.
- Provide clerical and administrative support for the Chief, City staff, and advisory committees.
- Assist the public by answering inquiries regarding services, programs, and records.
- Assists in maintaining and managing records specific to police department functions.
- Provide for records release from Sonoma Police Department.
- Receive and direct phone calls, visitors, and mail.
- Compile relevant information for use by staff in replying to complaints or inquiries.
- Receive and forward complaints to the appropriate staff for resolution.
- Establish and maintaining files for traffic-related reports.
- Responsible for researching grant funding for special police projects, preparing grant proposals, and coordinating grant outcomes and objectives.
- Assist the Chief in the preparation of the Annual Report
- Prepare, manage, and track contracts for special events.
- Assist the Chief prepare, manage, and track City-specific budget line items.
- Provide supervision to the part-time Administrative Clerk.

I. Detective

The City contracts for approximately 0.25 of a full time detective position. Although no individual detective is assigned to the City, Sheriff's detectives will be responsible for the thorough investigation of certain complaints and criminal violations. Duties and responsibilities of the detective include the following:

- Make arrests as necessary.
- Prepare detailed reports documenting the investigation for prosecution by the District Attorney's office.
- Receive and direct phone calls, visitors, and mail.
- Support patrol officers in the investigation of crimes.
- Interview victims and witnesses.
- Conduct in-depth investigations of criminal activity.
- Review and analyze certain criminal complaints.
- Interview and/or interrogate suspects.
- Obtain evidence in support of investigations.
- Plan and coordinate stakeouts and operating surveillance equipment.
- Testify in court as required.
- Participate in the preparation and service of search warrants.
- Monitor gang members and enforce gang related crimes.

I. Administrative Clerk, FTE 1 (City paid)

In June 2007, the Sonoma City Council approved, on a permanent basis, the addition of a part-time administrative clerk to provide public assistance and help with general administrative tasks associated with police department operations. The clerk position is a City employee and is fully funded by the City. In the FY 19/20 budget, the City shifted new revenue from parking administration collection to make this position full-time effective July 1, 2019. By providing these additional resources, the Police Chief can more fully utilize the Community Service Officers who are currently backfilling the receptionist duties which limits their time for enforcement and community outreach/education. The Administrative Clerk position is a City employee and is fully funded by the City. The Assistant City Manager is the City's supervisor for this position and will work in coordination with the Police Chief as needed for oversight of the Administrative Clerk.

This Administrative Clerk will perform general office duties and support functions for the City of Sonoma Police Department under the direction of the Administrative Aide and Chief. Typical duties and responsibilities are similar to the administrative aide's and include:

- Receive specific licensing applications, and coordinating them with the Sheriff's main office.
- Provide clerical support for the administrative aide, Chief and department staff.
- Assist the public by answering inquiries regarding services, programs, and records.
- Receive and direct phone calls, visitors, and mail.
- Compile relevant information for use by staff in replying to complaints or inquiries.
- Assist the administrative aide in maintaining files.

K. Volunteers In Policing Service

The Volunteers In Policing Service (VIPS) assists the public and department staff by performing a variety of public-relation, technical, clerical, and other support activities related to crime-prevention and law-enforcement functions. They are community members who have chosen to donate their time to the police department for the betterment of the community. Duties will be assigned based on the special experience or qualifications that each VIP possesses

J. Explorer Scout

Under the auspices of the Boy Scouts of America's Learning for Life Program, the Explorer program is a group of young men and women who have an interest in exploring a career in law enforcement. Explorers get a combination of classroom training and hands-on experience that teach them about the rigorous and challenging field of law enforcement. The program is open to young men and women between the ages of 14 and 21, who have completed the 8th grade.

L. City of Sonoma City Prosecutor's Office

The City Prosecutor was traditionally responsible for reviewing, filing, and prosecuting all misdemeanors and city code violations with support from the District Attorney's Office. In FY 18/19, the prosecution for routine misdemeanors was transferred to the District Attorney's Office. The City Prosecutor is also available for enforcement of City code violation and code enforcement issues. This same firm is contracted with operating the City's Youth & Family Services Program. In addition, the City Prosecutor conducts cite hearings and other community mediation services.

M. Sonoma Valley Youth and Family Services Manager

The position is a contract employee with the City Prosecutor's Office, with services and expenses shared by City and Sheriff's Office. In 2012, the City Council adopted a diversion fee to help off-set the cost of the Sonoma Valley Youth and Family Services program. Any revenue received will be equally shared between the City and Sheriff's Office.

N. City of Sonoma Code Enforcement Program

In 2016, the City Council approved a part-time Code Enforcement Officer, who is charged with ensuring compliance with a wide variety of city codes, regulations, and laws. The Code Enforcement Officer is a contract employee assigned to the City Prosecutor's Office. The Police Department and Code Enforcement Officer work together on quality of life enforcement issues at times.

SECTION 4 – SERVICES, PROGRAMS, AND PROCEDURES

Descriptions of certain specific services and programs County shall provide to City, as well as related procedures, are set forth below. During the course of this Agreement, the parties may agree in writing to additional or supplemental protocols or procedures with respect to the performance of these services.

A. *General Police Administration and Support Services*

Police Administration provides for the management, coordination, and administration of all law enforcement activities for the City of Sonoma. Administrative and support services will be performed by individuals who are charged directly to City under this Agreement, as well as by numerous individuals at the Sheriff's Main Office in Santa Rosa whose effort is included within indirect expenses. The following Sheriff's Office sections will provide support: Administrative Management, Personnel, Training, Professional Standards, Payroll, Accounting, Purchasing, Central Information, Property/Evidence, Crime Analysis, Community Outreach, and Dispatch.

The Chief and the administrative aide will perform the primary administrative functions within the Sonoma Police Department. The Chief is assigned overall management responsibility for the Sonoma Police Department. The Chief's efforts will focus on providing optimum services to the City of Sonoma through efficient and effective use of available personnel, facilities, and equipment. The Sonoma Police administrative aide will provide general office management, records management services, reception and clerical support for the Sonoma Police Department at its headquarters. In addition, Sonoma Police Department staff will receive and direct phone calls, mail, and visitors coming into the police station. Reasonable efforts will be made to answer public inquiries related to Sonoma Police Department services, programs, and records.

B. *Records Custody, Maintenance and Disclosure*

1. Records Preparation and Maintenance

Sonoma Police sworn personnel shall prepare crime reports in I-Leads; all non-I-Leads reports shall be forwarded to the Sheriff's Office Central Information Bureau (CIB) for appropriate entry, including but not limited to accident reports. Other records generated in connection with the provision of law enforcement and related services under this Agreement shall be prepared in accordance with Sheriff's Office procedures. CIB shall maintain all reports and other related City records pursuant to Sheriff's Office procedures.

2. Records Retention and Destruction

All records maintained by the Sheriff's Office in connection with this Agreement will be subject to the County's retention and destruction schedules and procedures. If the City is required by law or Court order to retain any record in a different fashion, the City shall so notify the Sheriff's Office,

and the parties shall meet in good faith to make alternative arrangements for the retention of such record.

3. Records Custodian

City designates the Sheriff's Office personnel (as assigned) as its custodian of records to maintain all City records generated in the course of performing services under this Agreement, including but not limited to records consisting of requests for assistance (e.g., 911 calls, radio calls, dispatch tapes), information maintained in the CAD system, information maintained in the I-Leads system (e.g., field contacts, incident reports), investigation materials, and coroner records.

4. Requests for Disclosure or Production of Records

City designates the Sheriff's Office personnel (as assigned) to receive requests for disclosure or production of City records maintained by the Sheriff's Office pursuant to this Agreement, including but not limited to requests made under the California Public Records Act, service of subpoenas, requests for production in criminal or civil cases, and court orders for disclosure. Any requests for disclosure or production of such records may also be made directly to City personnel (the City Clerk is the designated City position).

a. Production of Records

If neither the City nor the Sheriff's Office objects to disclosure or production of any requested records maintained pursuant to this Agreement, the Sheriff's Office shall produce the records to the requesting party pursuant to legal requirements as well as Sheriff's Office policies and procedures. Alternatively, City may produce the records directly to the requesting party, pursuant to the policies and procedures of the Sheriff's Office.

b. Objections to Production of Records

The Sheriff's Office will proffer appropriate objections to requests for production or disclosure of records if doing so in the interest of the Department or the City and if such objections can be made by Sheriff's Office personnel on an informal basis. However, should a formal objection be required (e.g., filing a motion to quash a subpoena, submitting a written objection to a formal discovery request, or responding to a petition for writ of mandate), then the City shall be responsible for making such objections upon the request of the Sheriff's Office. County shall not provide City with any legal services associated with proffering or litigating any objections to requests for production or disclosure of records; City retains the responsibility to pursue such objections to the production or disclosure of any requested records maintained by the Sheriff's Office pursuant to this Agreement. Should the City refrain from objecting to requests for production as requested by the Sheriff's Office, this Agreement provides the Sheriff's Office with third-party standing to object to production or disclosure of the records itself.

c. Fees and Costs for Production of Records

If the Sheriff's Office provides copies of records maintained pursuant to this Agreement, it shall charge the requesting party fees and/or costs related to such production as established by the Sonoma County Board of Supervisors or otherwise allowed by law. Requesting parties shall be required to make such payments prior to actual production of the records, and County shall forward such payments to City. If City produces records directly to the requesting party, City may charge its own fees and/or costs related to the production and retain any payments.

5. Right to Audit Records

Upon reasonable notice, either party shall have the right to inspect and audit any records maintained by the other party related to the performance of this Agreement, to the extent allowed by law.

C. *Registration, Permits and Licensing*

1. State Requirements for Offenders to Register

Individuals required by law to register with their local law enforcement (for sex crimes, narcotics, gang and arson) shall be directed to register at the Sheriff's Main Office. Sheriff's Office personnel shall perform all functions required of the City related to such registration.

2. Applications for Permits to Carry Concealed Weapons (CCW permits)

All applications by residents of the City for permits to carry concealed weapons (CCW permits) shall be made directly to the Sheriff. The Sheriff or his designee has the authority to grant or deny such permits consistent with criteria established by the Sonoma County Law Enforcement Chief's Association and applicable law.

3. Permits and Licensing

With respect to licensing ordinances of City that are equivalent to County licensing ordinances designating the Sheriff as the licensing authority, County agrees to receive applications for licenses pursuant to said ordinances and to complete investigations relating to such applications. A recommendation, based on said investigations, shall be forwarded to City Manager, who will determine whether to grant or deny the license. City is responsible for issuing the license or notifying the applicants of denial. County shall not provide any advisory, administrative, hearing, or litigation attorney support or services related to licensing. County shall not provide any administrative or investigatory services related to the licensing ordinances, except the investigations relating to processing applications as set forth in this provision. City is responsible for collecting any applicable fee from the applicant at the time license is issued. In all cases, City will pay County a fee for processing license applications that is equal to the fee charged by

County's Sheriff's Office under its equivalent licensing ordinances. Payments of such fees are in addition to the estimated cost set forth in Section 5, Compensation for Services.

E. Fines, Forfeitures of Bail, and Miscellaneous Reimbursement

Fines and forfeitures of bail under Penal Code section 1463, *et. seq.*, resulting from services performed under this Agreement shall be distributed as though the persons performing services under this Agreement were employees of City. Any reimbursement received by County from any non-County funding source for services charged to City under this Agreement will be credited to City, less any County administrative costs directly associated with obtaining or handling the reimbursement.

F. Police Patrol and Traffic Enforcement:

The patrol program includes a variety of law enforcement activities performed by sworn peace officers. Officers will perform directed patrolling based upon patterns of criminal activity occurring, or anticipated to occur, within specific areas and specific times. Officers will respond to calls for service and initiate activity, as required. Other law enforcement activities delineated within the Position Descriptions for deputies (such as investigating complaints and criminal violations, arresting and interrogating suspects, preparing reports, etc.) will be performed as required.

The Traffic Officer, and to the extent possible, the patrol staff will enforce the Vehicle Code and traffic/vehicle related ordinances adopted by City. The traffic enforcement program will provide for the investigation and documentation of traffic collisions, as well as for apprehension and arrest of persons driving under the influence. The traffic program will provide for routine parking enforcement.

The police patrol program will provide for initial response to calls for service related to dangerous animal situations, or noise disturbances caused by animals. The police patrol program will provide animal control enforcement and respond to animal related calls for service when CSO's are not available to respond.

Consistent with the Department's community-oriented-policing philosophy, continual effort will be made through the patrol program to maximize positive interaction with citizens in an effort to achieve greater community trust, respect, and support. The patrol officers will strive to build productive relationships with individuals, businesses, schools, and community organizations through participation in a variety of special programs such as those listed below:

Problem-oriented policing

When officers or members of the community identify specific problems, the department will formulate and implement solutions with direct and active input from the community.

▪ Drug Abatement

Officers will enlist the support of landlords to eradicate known drug dealers from rental properties.

- Vehicle Abatement

The police department will continue an abandoned vehicle-abatement program, wherein abandoned vehicles will be towed at no expense to the reporting party or City, thereby beautifying the neighborhoods.

- Bicycle Patrol

Officers may patrol throughout neighborhoods on bicycles in an effort to positively interact with community members at a different level. This may require specialized training.

- Drug-Free Zones

Patrol officers and the Community Services Officer will work with schools and community members in an attempt to establish specific geographical areas as “drug-free zones” and to ensure enforcement within such areas. Within drug-free zones, frequently schools or parks, enhanced sentences may be placed upon criminals who expose children and other community members to drugs.

- Adopt-A-Cop

Schools may bring officers onto the school grounds to positively interact with children. The aim of the program is to allow children to experience law enforcement in a positive environment, in an effort to build trust and support.

- Landlord/Tenant Resolution Program

Officers will attempt to help landlords and tenants resolve disputes through discussions in an effort to avoid more serious conflicts and potential criminal actions.

- Knock & Talk

Where drug activity is suspected in residential areas, but insufficient evidence exists to obtain a search warrant, officers may utilize the “knock and talk” approach. Officers make an unannounced visit to the residence where they request the occupant’s permission to enter the premises to discuss the suspected illegal activity. Arrests sometimes result directly from this type of authorized entry. Often only a discussion takes place; however, further drug activity is frequently curtailed as a result of the individual’s awareness that a high level of law enforcement presence will continue.

- Neighborhood Watch

This program focuses on reducing crime through active participation of citizens. Although neighborhood watch meetings are primarily organized and conducted by the CSO, sworn officers will participate when considered appropriate. Reasons why a sworn officer may be required include: bilingual communication is anticipated; specialized topics (such as gang awareness), or the use of specialized equipment will be discussed; the anticipated atmosphere of a particular meeting warrants an increased law-enforcement presence; a CSO, or the community, has specifically requested the presence of an officer for some other reason, consistent with a community-oriented-policing approach.

- Business Watch

This program focuses on reducing crime through active participation of business owners. As with Neighborhood Watch, the CSO takes the lead in coordinating business watch meetings and sworn officers will participate as considered appropriate.

- Business Checks

Patrol officers will attempt to provide extra security for businesses when closed.

- Gang Suppression

Through participation in educational programs, contact with gang members, and strict enforcement of laws, officers will endeavor to suppress criminal gang activity.

G. Police Investigations:

Patrol officers perform most investigative services required in connection with misdemeanor and traffic offenses, and may commence investigations in connection with more serious offenses. The investigations program provides for in-depth investigation of suspected or actual criminal activity by trained detectives, thus relieving patrol officers to perform other required patrol services. Investigators will be assigned to cases based upon case screening procedures utilized by the Sheriff's Office, or at the discretion of the Chief. Investigative services will include the analysis of complaints, thorough investigation of crimes and crime scenes, interrogation of accused persons, collection and handling of evidence, and detailed reporting of all findings. The assigned detective will monitor the case through the criminal justice system until its conclusion.

H. Community Services:

Various community-outreach and crime-prevention activities are provided through this program, which is staffed by Community Services Officers (CSO). The CSO's activities will focus on educating the citizenry in techniques to reduce crime in their neighborhoods. A primary objective of the program is to provide for positive communication between the Department and community members, thus increasing the level of trust and support. Communication may occur during meetings and presentations conducted primarily for neighborhood organizations, community groups, and schools, as well as in written correspondence and newsletters to be prepared by the CSO. The following special activities may be coordinated by the CSO. If special activities and/or presentations will be made for the school district, the CSO should attempt to coordinate this activity with the School Resource Officer.

- Neighborhood Watch

As noted above, this program focuses on reducing crime through active participation of Sonoma residents. Meetings and presentations will be coordinated by the CSO in areas that have on-going programs and neighborhoods that have not been active in crime prevention will be targeted for new programs. A significant amount of the CSO's effort will be expended in connection with neighborhood watch.

- Business Watch

This program is similar to the neighborhood watch program, however it concentrates on business areas and business owners.

- Senior Program

Senior citizens may be enlisted to assist in pro-active law enforcement activities.

- Bicycle Safety

In coordination with the schools, programs may be developed to educate children in bicycle safety.

- Hug-A-Tree

This program focuses on educating children what to do in the event they get lost and is offered by the Sheriff's Office Search and Rescue Unit.

- Personal Safety

Target groups (primarily youth, women, and seniors) are provided safety information that relates to their particular needs and concerns.

- Drug Prevention Education

Programs are established through the schools in order to educate children relative to the hazards of drugs.

- Gang Suppression

Programs are developed to educate youth and adults regarding the problems associated with gangs.

- Crime Prevention Volunteer Program

An effort will be made to enlist community members to implement crime prevention projects.

- Parking Enforcement

Provide enforcement of timed and permit parking within the City of Sonoma.

- Plaza Patrol

Provide regular and routine foot patrol of the Sonoma plaza area.

- Animal Care and Control

Sonoma Police Department CSO's will act as the City's Animal Care and Control Officers and will perform all duties as set forth in the City of Sonoma Municipal Code as outlined in Section 3.

SECTION 5 - TRAINING REQUIREMENTS

The Sonoma Police Chief will assess the training needs of the staff assigned to the Sonoma Police Department on an annual basis to insure properly trained staff. This shall include a discussion of the training completed for the prior year, assess current levels of training within the Sonoma Police Department and identify any deficiencies, and outline training goals for the current year.

The following training is anticipated to be needed by various members of the Sonoma Police Department during the period from July 1, 2020 to June 30, 2021:

- Annual Proficiency Training: This is a required 24-hour course designed to maintain proficiency of sworn personnel in regards to new laws, new procedures, and department operational changes.
- Basic Traffic Investigation: This 40-hour course for sworn officers provides instruction relative to investigation and documentation of traffic accidents.
- Intermediate Traffic Investigation: This is a 40-hour course for sworn officers that addresses intermediate accident investigation techniques, such as skid mark analysis, and prepares officers to testify as expert witnesses.
- Advanced Traffic Investigation: This 80-hour course for sworn officers addresses advanced techniques of accident investigation.
- Traffic Radar/Lidar Enforcement: This 24-hour or 36-hour course for sworn officers, addresses techniques and applicable laws associated with the use of radar for speed enforcement.
- Driving Under the Influence Investigation: This 24-hour course provides necessary instruction on the technical and legal issues involved in DUI investigations.
- Range: Quarterly qualifications by the Sheriff's Range Masters will be provided for all sworn employees.
- Defensive Tactics: Quarterly qualifications by the Sheriff's Defensive Tactics instructors will be provided for all sworn employees.
- Emergency Vehicle Operations (EVOC): This bi-annual in-service training by Sheriff's EVOC instructors will be provided for all sworn employees.
- Animal Control: This 80-hour course includes study on such topics as animal care, impound procedures, animal fighting, elements of a crime, investigation, rules of evidence, law enforcement, report writing, search and seizure, laws of arrest, the veterinarian's role, legal procedures, court demeanor and testifying, civil and criminal liability, humane laws, and child abuse.
- Monthly K-9 Proficiency Training: Each patrol dog and handler K-9 team participates in extensive training with a provider of law enforcement canine training. Each team receives a minimum of sixteen (16) hours of rigorous training per month. The training is to help ensure the efficiency of the dog and handler in all phases of their assignments.
- Other Miscellaneous Training: Periodically, there are other training opportunities that may benefit the staff at the Sonoma Police Department, such as those addressing community-oriented policing, gang suppression, crime prevention, or other special topics of public

safety interest. Staff members may be authorized to attend such training as deemed appropriate by the Chief or as required by law.

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SECTION 6 - VEHICLE REQUIREMENTS

The City will maintain at a minimum the following vehicles and necessary equipment:

- 2 Unmarked Vehicles
- 5 Marked Patrol Vehicles (utilized by the sergeants and officers)
- 1 Canine equipped Patrol Vehicle (utilized solely by the K-9 officer)
- 1 Traffic Enforcement Patrol Vehicle
- 1 Electric Vehicle or similar type vehicle (utilized primarily by CSO/VIPs for inner-city transportation and parking enforcement)
- 1 Truck (Abandoned Vehicle Abatement and Animal Control Services)
- 1 BMW 1200 Police Motorcycle or similar secondary motorcycle
- 1 BMW backup Police Motorcycle
- 1 Kawasaki Concourse Training Motorcycle
- 2 Police Bicycles

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SECTION 7 - MISCELLANEOUS EQUIPMENT REQUIREMENTS

The parties acknowledge that various items of equipment may be required to support the operational needs of the Department throughout the period covered by this Service Plan. The following are representative of the type of items anticipated to be necessary: ~~cellular phone~~; camera; flashlights; bicycle and accessories; portable radios; duty weapon; taser; body worn camera; latent fingerprint kit; portable tape recorder, animal control equipment, parking enforcement equipment, traffic enforcement equipment, canine maintenance supplies, etc. The Chief will authorize actual purchases as specific needs are further defined throughout the year. Any major variation in the type of items required or in the estimated costs of such items will be coordinated with the City Manager.

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SECTION 8 - PERFORMANCE OBJECTIVES

A. *Introduction*

It is incumbent upon the Sonoma Police Department to provide a safe community and sense of security to the citizens of the City of Sonoma. The Sheriff's Office will accomplish these tasks by providing professional law enforcement services with the highest degree of integrity and respect, adhering to the Sheriff's Office Mission Statement, Core Values, and Principles of Excellence, and striving to obtain the performance objectives identified below.

B. *Mission Statement and Service Priorities*

MISSION STATEMENT

In partnership with our communities, we commit to provide professional, firm, fair, and compassionate public safety services with integrity and respect.

SERVICE PRIORITIES

Public Safety: Our primary role is public safety. We will deliver top quality law enforcement and detention services to our community. People must feel safe in their homes, businesses, and schools to be productive members of society. We will strive to bring public awareness to the evolving needs of our jail population and the resources we require to manage this population appropriately, particularly the mentally ill. We will encourage stakeholders and community officials to develop and support alternative treatments and approaches for mental illness.

- **Community Policing Partnerships:** Safe communities are built on trust and stable relationships. We will ensure the people in our communities get to know the deputies serving them through regular community interaction and consistent staffing assignments.
- **Service:** Customer service will be a top priority. We will strive to be a premier public safety office in the State of California by delivering superior customer service.
- **Fairness:** We believe law enforcement builds trust by providing fair and just treatment to all people in our society.
- **Engagement:** We believe the role of the Sheriff's Office is to engage all members of our community, listening to their concerns, and addressing them fairly.
- **Accountability:** We will set clear expectations with all Sheriff's Office staff about our mission and our commitment to serving the public.
- **Serving Seniors, Children, and Dependent Adults:** We will protect and defend the members of our community who are most vulnerable, ensuring they feel safe and protected.
- **Respect of Agriculture:** Sonoma County is a world-renowned agricultural and vinicultural producer and an industry leader. We will respect, promote, and protect our agricultural heritage.

- **Visitors:** Sonoma County is a worldwide travel destination. We will balance tourism demands with the needs of our community members, making our County safe for visitors and residents alike.

C. Performance Objectives and Measurements

The Sheriff's Office is charged with performing identified objectives under this Agreement, which objectives shall be measured on an annual basis as set forth below. Such measurements shall be based on data gathered over the immediately preceding five-year period, and the resulting data compilations shall be provided to City for review.

1. Deter and Prevent Crime. This performance objective shall be measured by comparing the following data:
 - a. FBI Uniform Crime Reporting data (Table 8 FBI) will be used to determine crime patterns occurring in the City.
 - b. City of Sonoma crime rates will be compared with crime rates for the State of California and average of the other Sonoma
2. Apprehend and Prosecute Offenders. This performance objective shall be measured by comparing the following data:
 - a. The number of arrests for adults and juveniles will be compared to determine arrest patterns.
 - b. The number of DUI arrests will be compared to determine DUI arrest patterns.
 - c. The number of referrals to the Sonoma Valley Youth and Family Services Program will be compared to determine juvenile crime patterns.
 - d. Clearance rates for the City of Sonoma and the Pacific Region (Universal Crime Report) will be compared to determine number of crimes resolved.
3. Maintain Order and Resolve Conflict. This performance objective shall be measured by comparing the following data:
 - a. Parking citation data will be compared to determine the effectiveness of the Agreement's Parking Enforcement Program.
 - b. Animal Control statistics (animal complaints and impounds) will be compared for the previous 3 years to determine patterns.
 - c. Citizen perception of safety and the maintenance of order as reported in citizen surveys shall be compared when such survey data is available.

4. Promptly Respond to Incidents Requiring Immediate Attention. This performance objective shall be measured by comparing the average response time to "Priority 1" calls over the previous 3 years.
5. Enforce Traffic Regulations and Enhance Traffic Safety. This performance objective shall be measured by comparing the following data:
- a. Traffic accident data in the Statewide Integrated Traffic Records System (SWITRS) for fatal, injury, and non-injury accidents will be compared to determine the effectiveness of the Agreement's Traffic Enforcement Program.
 - b. Annual report will provide tracking and measurements for traffic enforcement including:
 - Total Traffic Stops
 - Traffic Stops - Warnings Given
 - Traffic Citations Issued
 - Moving Violations Issued
 - Mechanical Violations Issued
 - Parking Violations Issued
 - Traffic Accident Data – as listed
 - Ideally – all Traffic Data will be listed by monthly/yearly comparison to past incidents
 - c. Participation in Traffic Safety Programs / Educational Efforts such as Seat Belt Safety – Click It or Ticket; Distracted Driving Enforcement – Cell Phone Violations; Child Safety Seats; Education Programs – Facebook – Social Media – Traffic Safety FAQ's; Safe Holiday Program; Safe Summer Program; Teen Drivers License - Driving Safety - Education Programs; Neighborhood Traffic Enforcement Programs; Sonoma Avoid Program – DUI Enforcement; DUI Checkpoints; DUI Saturation Patrol; Abandoned Vehicle Program – Towing; Radar Trailer; and Bicycle and Pedestrian Safety Programs.
 - c. Participation in Traffic Safety Grant Programs such as State of California Office of Traffic Safety (OTS); Education/Equipment/Speed Awareness - Safety Programs; Selective Traffic Enforcement Program (STEP) Grant; Distracted Driving Programs; and Seatbelt Safety Programs.
 - d. **Support School Safety** – School Safety Education and Enforcement Programs by providing education and Enforcement in/around Sonoma Schools and supporting Bicycle/Pedestrian Safety Programs

6. Continue to Strengthen Community Trust and Relationships and Support Sonoma's Quality of Life. This performance objective will be based on the following measures – activities that (A.) Building on Trust and Legitimacy, (B.) Continue to Embrace Social Media and Technology and (C) Active Community Policing and Crime Prevention, (D) Interface and Coordination with Code Enforcement, (E) Active Youth Engagement and Support, and (F) Community Complaints and Resolution. On an annual basis, the Police Chief and City Manager will outline a community engagement plan to accomplish the above performance metrics.
7. Prepare and Coordinate for Emergency Management. This performance objective will be based on objective and subjective information regarding the Department's performance in emergency preparation and response.

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