

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

This Agreement is entered into between the County of Sonoma ("County"), a political subdivision of the State of California, and the Town of Windsor ("Town"), a municipal corporation.

RECITALS

WHEREAS, Town desires to contract with County for the performance of law enforcement functions within Town's municipal boundaries; and

WHEREAS, County is capable of rendering such services under the terms and conditions set forth in this Agreement; and

WHEREAS, such contracts are authorized by California Government Code, Section 51301; and

WHEREAS, this agreement succeeds the existing amended agreement for law enforcement services expiring June 30, 2020.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. TOWN POLICE SERVICES

County agrees to provide municipal police protection within the corporate limits of Town to the extent and in the manner set forth herein. The services shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by the Sheriff under State statutes. Such services shall include the enforcement of State statutes and Town codes and ordinances. Services shall also include traffic enforcement and other special services customarily performed by police departments and police chiefs to the extent specifically set forth in the Service Plan, as defined in Provision 3 of the Agreement, adopted annually, by mutual agreement, which upon adoption shall become a part of this Agreement.

The service prioritization schedule utilized by the Sheriff's Office (including any revisions thereto) will apply to services provided under this Agreement, unless a modified service prioritization schedule is established by Memorandum of Understanding pursuant to Provision 7 of this Agreement.

Town has established a Windsor Police Department by appropriate resolution or ordinance, which specifies that the Windsor Police Department will be staffed by County employees through this Agreement.

2. POSITION TITLES

All reference throughout this Agreement to the Sheriff shall be deemed to mean the Sheriff-Coroner of Sonoma County or his/her designee.

All reference throughout this Agreement to the Chief of the Windsor Police Department shall be

deemed to mean the Sheriff's Lieutenant that has been assigned to perform services under this Agreement. The title of Chief is a nominal title and does not confer additional legal powers beyond those normally granted to a Sheriff's Lieutenant.

3. LEVELS OF SERVICE

The levels of service provided under this Agreement shall be determined each County fiscal year by mutual written agreement of both parties pursuant to the annual Service Plan, which shall include: Staffing Level, Performance Measures, Position Descriptions, Program Descriptions, Training Requirements, Vehicle Requirements, Miscellaneous Equipment Requirements, and other such matters as Town and County agree upon. The Service Plan establishes the normal service level for planning and implementing operations; however, the Sheriff has and retains discretion to determine the level of services required to ensure an effective law enforcement response to any given situation. Town will be promptly notified in the event the Sheriff significantly increases the level of services pursuant to this provision. Provision 15, Compensation for Services, addresses additional notification and reporting requirements should any such variation in the service level result in a projected variance to the estimated cost of this contract.

In support of Town's preparation of its annual budget, and in consultation with Town staff, County shall prepare and submit to Town by April 1st of each year, a proposed Service Plan for the next fiscal year (covering the period of July 1 through June 30), with the exception of certain historical statistical information. Historical statistical information included in the Service Plan will be updated one month after the data becomes available. In the event that the current year's Service Plan remains representative of the level of service needed by the Town, the next year's Service Plan will simply note that the current year Service Plan will remain in effect. The Town and Sheriff may elect to revise specific elements of the Service Plan without amending the Service Plan in its entirety. The estimated cost for performance of services during the applicable fiscal year will accompany the Service Plan. The parties shall use reasonable efforts to provide written approval of the updated Service Plan, as well as the estimated cost for performance of the Plan, by July 1st of each year. The annual Service Plan and cost estimate shall be incorporated into this Agreement upon the approval of both parties. The Sheriff has the authority to execute the annual Service Plan and cost estimate on behalf of the County, without obtaining the approval of the County Board of Supervisors. Modifications to the Service Plan will be reviewed by County Counsel, and may require approval by the Board of Supervisors should it include any changes beyond the purview of the Sheriff. The final annual budget will be approved by the Board of Supervisors pursuant to standard budgetary processes.

4. REPORTS

The County will provide the Town Manager with written performance measurement reports relevant to service performed under this Agreement. The performance measures to be used will be identified in the Service Plan. The reports will be prepared based on data from the last complete calendar year and will be presented with the Service Plan. The Town may request additional reports throughout the year (i.e. data from calendar year 2007 will be presented with the Service Plan for FY 08-09 prior to July 1, 2008). 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 Town Manager or Town Council requests additional information regarding major incidents or other significant law enforcement issues affecting Town.

5. SUPERVISION

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 remain with County. County is bound to abide by bargaining agreements covering County employees performing services hereunder.

The Chief shall confer with the Town Manager on questions related to performance of the staff. The Sheriff shall confer with Town Manager should questions arise relative to performance of the Chief. The Town 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 Town 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 Town's satisfaction, the Sheriff will coordinate the selection and appointment of a new Police Chief with Town.

The Chief will respond to direction provided by the Town Manager, provided such direction is within the scope of this Agreement. In recognition of the Sheriff's 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.

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

The Sheriff and Town Manager shall confer should any conflict exist between County and Town 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 Town procedures shall be resolved.

7. MEMORANDA OF UNDERSTANDING

If requested by the Sheriff or Town Manager, a Memorandum of Understanding (MOU) may be entered into by and between said Sheriff and Town Manager with respect to questions relating to the provision of service under this Agreement. The MOU will set forth the question raised and the agreements reached in resolution of the question. The intent and purpose of each such MOU shall be to administratively implement, interpret, or clarify one or more provisions of this Agreement. No such MOU shall have the effect of amending this Agreement unless an amendment to this Agreement is approved in writing by the Town Council and the County Board of Supervisors. In the event of any inconsistency between the terms of such MOU and the terms of this Agreement, the terms of this Agreement shall prevail.

8. PROVISION OF LAW ENFORCEMENT EQUIPMENT, SUPPLIES, AND PERSONNEL

For the purposes of performing the services required by this Agreement, County shall furnish all necessary personnel, supervision, law enforcement equipment, telecommunications equipment and functionality, and supplies necessary to maintain the level of service set forth in the Service Plan, except as specifically set forth in this Agreement. Some of the above equipment, facilities, or supplies may be located outside of Town.

- a. Personnel: 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, if deemed necessary. Time associated with such other assignments will not be charged to Town. Conversely, the parties understand and agree that 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 Town.
- b. Selection of the Chief: The Sheriff will coordinate the selection and appointment of the Police Chief with Town. The Sheriff will provide a list of qualified candidates for the selection and Town will have the opportunity to make the final selection for the position from the list provided by the Sheriff. Town will designate the person selected as the Chief of Police in accordance with law.
- c. Special Equipment: If during performance of the effort required hereunder, items of special equipment are considered necessary by the Sheriff for performance of services not routinely provided by the Sheriff's Office, but that are required under this Agreement (such as traffic enforcement), County shall notify Town in writing of the required equipment. Town 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 Town, 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 Town. If Town 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.
- d. Supplies: Town shall furnish any supplies, stationary, notices, forms, and the like, that it requires be issued with the Town logo. All such items shall be provided at Town's separate cost and expense.
- e. 4850 (Injured officers): In the event a sworn staff member assigned to Windsor is placed on administrative leave or California Labor Code Section 4850 leave and is therefore unable to perform services as outlined in the Service Plan, the Town will continue to pay that staff member's salary and benefits for the first 30 days of leave. The Town will be responsible for paying to backfill for this individual during such period. Following the first 30 days, that staff member will be transferred to the Sheriff's Office, and the salary and benefits of that individual will be paid for by the County. The Sheriff's Office will work with the Chief to find a suitable replacement during the individual's absence. Upon the Sheriff's consent, the Town may elect to leave the position vacant.

9. TRAINING

County agrees to supply experienced Sheriff personnel to perform services under this Agreement. If, during the term of this Agreement, Town increases the number of personnel allocated hereunder (in any position classification), Town 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.

Town will also be responsible for all costs associated with training required for personnel directly assigned to perform services hereunder. 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.

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 Town.

10. VEHICLES

Town shall furnish fully equipped vehicles, as required by County, for performance of services hereunder. Additionally, Town shall be responsible for all items required in connection with the ownership and 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; automobile insurance coverage (including liability, collision, and comprehensive) with limits acceptable to County. Town's auto insurance policy shall include a waiver of Town's and the Insurer's respective rights of subrogation against County for any damage to the vehicles. In any event, the Town shall ensure that proper automobile insurance is provided for vehicles owned by the Town, with limits acceptable to the County.

The vehicles, associated equipment, and all maintenance, repair, and replacement thereof, shall meet specifications and/or requirements established by County for equivalent Sheriff's Office vehicles. All non-recurring and recurring costs associated with vehicles shall be borne by Town, separate and apart from this Agreement, except that County will be responsible for any damage to the vehicles caused solely by willful misconduct or gross negligence of County employees.

The Service Plan will set forth the numbers and types of vehicles required in support of this Agreement, as well as the schedule for vehicle availability.

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. Town agrees to reimburse County for the daily use fees and mileage charges that County incurs for any loaned vehicles.

11. JOB ACTIONS BY COUNTY EMPLOYEES

In the event of a work slow-down, 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 Town will be invoiced based on actual costs of services provided.

12. POLICE HEADQUARTERS

Town shall provide a facility, located within its municipal boundaries (as depicted in Exhibit A), to serve

as a police headquarters. The headquarters, including a locker room, briefing room, property/evidence storage facilities, and basic workstations, (containing furniture, office equipment, and supplies), shall allow for the effective operation of a law enforcement agency. Currently, the Town is providing telephone services. In order to comply with Federal and State Criminal Justice Information Services Security policies, this phone system shall not have any interconnectivity with the County provided equipment. If Town chooses 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.

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 Town shall pay for through the contract services and supply budget. The Sheriff may request enhancements or alterations to the space provided with regards to law enforcement functionality requirements. Further, the space shall meet all occupancy codes and requirements. These specifications shall address the level of security required for the facility. Town shall provide all utilities (including, but not necessarily limited to, water, power, and telephone) 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).

All costs associated with providing and maintaining the facility and furnishings, as described above, shall be borne by Town, 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.

13. STATUS OF 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 Town employee shall perform services which County is obligated to provide under this Agreement, except as may be otherwise expressly provided herein or as may be agreed upon in a Memorandum of Understanding pursuant to Provision 7 of this Agreement. 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 Town employees.

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 officer and employee engaged in the performance of any service hereunder shall be deemed to be an agent of Town while performing services for Town, which services are within the scope of this Agreement and are purely municipal functions. Notwithstanding the agency relationship created by this provision, Town shall not be liable for any act or omission of any County officer or employee unless otherwise specifically provided elsewhere in this Agreement.

Town shall not be liable for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for County or any liability other than that provided for in this Agreement.

14. TOWN POWERS AND ENFORCEMENT OF TOWN ORDINANCES

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

Town is responsible for the validity of its rules, regulations, resolutions, and ordinances, including any ordinances or codes incorporated by reference in Town's ordinances or code, and Town shall defend, hold harmless, and indemnify County, its officers, agents, and employees, with respect to any lawsuit or action challenging the validity of a Town 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 Town ordinance.

15. COMPENSATION FOR SERVICES

An estimated cost for provision of services for each fiscal year will be submitted by County to Town by April 1st of each year. The updated estimate will be developed in conjunction with the Service Plan addressed in Provision 3 of this Agreement. The parties shall use reasonable efforts to adopt an annual Service Plan, and an estimated cost for provision of services set forth therein, by July 1st of each year. The adopted Service Plan, and accompanying cost estimate, will be incorporated into this Agreement upon approval by the Town Council and the Sheriff. In the event of any delay in the adoption of an annual Service Plan and estimated cost pursuant to this provision, County is authorized to continue providing services in accordance with the previously adopted Service Plan. Town shall continue to pay County all direct and indirect costs for services rendered pursuant to such previously adopted Plan. The estimated costs for provision of services will include all allowable direct and indirect costs estimated to be incurred by County for provision of services set forth in the Service Plan. Specifically, the estimated costs include, but are not necessarily limited to: non-recurring personnel start-up costs (associated with hiring/training personnel to replace Sheriff's Office employees to be allocated to Town for performance of services hereunder); estimated salaries for employee classifications expected to be performing services; all employee benefits to be paid by County at rates established by the County Board of Supervisors; the estimated cost of providing relief for all allowable absences (including, but not limited to, vacation, bonding leave, compensatory time, sick leave, disability, compassionate, military, and jury duty); estimated supplies and services necessary for performance of work hereunder (including, but not limited to, items such as equipment and training) ; and indirect expenses (i.e., internal overhead associated with functions such as Administration, Records, Dispatch, and Crime Analysis). The overhead rate shall be based on federally approved governmental accounting and A-87 principals and periodically validated by the County's Auditor and independent consultant. The Town may request an independent review of the overhead rate at the Town's own expense.

The Town 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 Town as a contracting agency.

Employees performing services under this Agreement will be entitled to all benefits, including paid holidays and other paid leave (such as vacation, bonding leave, compensatory time, 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.

During the period of this Agreement, Town shall be invoiced and agrees to reimburse County for all actual costs incurred by County for the performance of law enforcement services under this Agreement. All direct costs incurred for services provided hereunder will be segregated and recorded within a separate section established within County's financial system. In addition to reimbursing County for all actual direct costs incurred, Town agrees to pay indirect expenses as determined by the Sheriff. . If the indirect expenses are in excess of 27.9%, the parties will meet in good faith to resolve the differences. The Sheriff's Office shall provide the Town with the upcoming Fiscal Year's overhead rate by January 31st each year.

Town will be notified, in writing, if at any time County projects that the estimated costs for provision of services will be significantly under-expended (by an amount equal to 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 Town chooses not to appropriate additional funding, the parties agree to reduce the level of services in order to match the funding available for the balance of the period covered by the estimate. County is not required or authorized to incur expenditures which exceed the estimated amount set forth above, during the period covered by the estimate, without prior written authorization from Town.

Town shall not be invoiced 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. These may include services such as: corrections (except where agreements have been reached to charge booking fees); certain civil processes, and Coroner forensic services.

16. INVOICES/PAYMENTS

On a monthly basis, or longer period as may be established by Memorandum of Understanding pursuant to Provision 7 of this Agreement, Town will be provided with an itemized statement covering all services performed during the period. Town shall pay County within 30 days after receipt of such invoices.

If such payment is not delivered to County within thirty days after the date invoice is delivered to Town, 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 originally owing).

In the event payment is not delivered to County within thirty days after the date invoice is delivered to Town, County may proceed with the offset process authorized and allowed under Section 907 of the California Government Code.

17. RIGHT TO AUDIT RECORDS

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

18. SPECIAL EVENT SERVICES

At the request of Town, or at the request of community organizations or private individuals with written concurrence of the Chief, the Sheriff may agree to provide extra law enforcement/security services for special events and functions occurring within Town. Supplemental security events are staffed on a voluntary basis only. The Sheriff's Office cannot guarantee staffing for any special event. As to special event services requested by Town, County shall bill Town under this Agreement for the cost of such services. As to special event services requested by other parties, County shall bill the requesting party directly for services performed. All Sheriff services provided for special events shall be billed at rates established by the Board of Supervisors for special security services. Costs associated with special event services are in addition to the estimated cost set forth in Provision 15, Compensation for Services.

Should the Sheriff have to resolve a riot or other unlawful assembly or disturbance resulting from any such special event, Town shall be responsible for payment of all County expenses associated with such resolution.

19. LICENSING ORDINANCES

With respect to licensing ordinances of Town 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 Town Manager, who will determine whether to grant or deny the license. Town 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. Town is responsible for collecting any applicable fee from the applicant at the time license is issued. In all cases, Town 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. Payment of such fees are in addition to the estimated cost set forth in Provision 15, Compensation for Services.

The parties agree that the processing of applications for permits to carry concealed weapons is excluded from this provision. Such application shall be made directly to the Sheriff's Office and the Sheriff retains authority to grant or deny such permits consistent with criteria established by the Sonoma County Law Enforcement Chief's Association and applicable law.

20. MISCELLANEOUS FEES FOR COPIES OF RECORDS

Personnel performing services hereunder may receive requests at the Windsor headquarters for copies of certain records (such as crime reports, crime scene photographs or recordings, dispatch tapes, or coroner reports). Windsor personnel shall either provide the information being requested or direct the requesting party to the Sheriff's Office to obtain such records. County will be compensated by the individual requesting the records for costs incurred by the Sheriff's Office in connection with processing such requests. The amount of compensation will be as established in County fee ordinances addressing such services.

21. IDENTIFICATION AS WINDSOR POLICE

The logos and identification on vehicles, letterhead, and other items that are in effect at the beginning of the term of this Agreement are acceptable to the parties. These logos and other identifying images can be changed upon mutual consent of the Town and Sheriff. The Town shall incur all costs associated with any such changes.

22. 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 Town. Any reimbursement received by County from any non-County funding source for services charged to Town under this Agreement will be credited to Town, less any County administrative costs directly associated with obtaining or handling the reimbursement.

23. ASSET SEIZURES AND FORFEITURES

When assets (cash or property) are seized within the Town's 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 Town, as set forth in this provision. The Town 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 as described above, 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 Town. Town's Manager and the Chief of the Windsor Police Department may provide recommendations for the distribution of assets seized within Town. 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 Town by personnel assigned to Town 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 Town, or initiated by said personnel in response to a call for service within Town, 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 Town, to be deposited in the Town'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.

In cases in which assets are seized within Town and in which personnel assigned to Town pursuant to this Agreement, as well as other law enforcement personnel (not assigned to Town under this Agreement) are involved in the seizure, in either a primary or ancillary role, County's Sheriff shall determine the appropriate percentage of the total forfeited assets that shall be proposed to be distributed to the Town for deposit into the Town'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 Town under this Agreement. When a patrol deputy assigned to Town provides only uniformed backup at a Sheriff's Investigations Bureau search warrant location, or when a deputy or investigator assigned to Town 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 Town, for deposit into the Town's asset forfeiture account.

Assets that are returned to County by the forfeiting agency with approval to be used to augment Town's law enforcement services shall be used by Town and County solely for such purposes. If the forfeiting agency attaches specific conditions to the use of said assets, Town and County shall abide by such conditions. The Sheriff and Town 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 Town those non-cash assets that are forfeited to Sheriff with approval that they be used to augment law enforcement services within Town in compliance with the forfeiting agency's regulations and/or conditions on use.

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

24. BOOKING AND PROCESSING PRISONERS

Town will not be required to reimburse County for the cost of booking and processing individuals arrested and booked into the Sonoma County Adult Detention Facilities by personnel performing services hereunder, provided that the State does not reduce the annual booking fee revenue provided to the Sheriff. A reduction of such State revenue may result in the Sheriff assessing booking fees to the Town as outlined in the government code.

25. 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.

26. MUTUAL INDEMNIFICATION

County shall defend, indemnify, protect, and hold Town and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to

any person or property, including injury to County's employees, agents, or officers which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of County, and its agents, officers, or employees, in performing this Agreement and the services herein; provided, however, that County's duty to indemnify and hold harmless shall not include any claims or liability arising from the misconduct of Town, its agents, officers, or employees.

Town shall defend, indemnify, protect, and hold County and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Town's agents, officers, or employees which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of Town, and its agents, officers, or employees, in performing this Agreement; provided, however, that Town's duty to indemnify and hold harmless shall not include any claims or liability arising from the misconduct of County, its agents, officers, or employees.

County employees performing services pursuant to this Agreement shall not be Town agents for the mutual indemnification purposes of this Agreement.

27. 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 in Provision 26, Indemnification.

28. TERM OF AGREEMENT

This Agreement shall go into effect July 1, 2020, at 12:00 A.M. and shall terminate at 11:59 P.M. on June 30, 2025, unless terminated earlier in accordance with Provision 29, Termination. Provided, however, this agreement shall not take effect unless Town and County adopt a mutually agreeable FY 2020-21 Service Plan as described in Provision 3.

With formal action by the Town Council and the County Board of Supervisors, this Agreement shall be renewable for successive periods of not to exceed five years each. In the event Town desires to renew this Agreement for any succeeding periods, the Town Council, no later than twelve months preceding the expiration date of this Agreement, shall notify the Board of Supervisors in writing that it wishes to renew the Agreement. The Sheriff, within 30 days after receipt of such notification, shall provide the Town Council with written notification of intent to request approval from the Board of Supervisors to accept such renewal for an additional five year period, or such other term as is mutually agreeable; otherwise, this Agreement shall terminate at 11:59 P.M. June 30, 2035, as noted above.

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

29. TERMINATION

Both parties acknowledge that transition of 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 (2) years to allow for a safe and practical transition. Upon such notice, parties may mutually agree, in writing, to an earlier termination date, provided that both parties agree to a written plan transitioning law enforcement services to a new provider. The party requesting the termination shall create the proposed transition plan. Town shall pay County for all costs of services rendered through and until the final date of termination.

30. COMPLAINTS

County agrees to handle and respond to complaints in a courteous and timely manner. Complaints shall be processed and records shall be maintained in accordance with applicable law and published 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.

31. ADDITIONAL DOCUMENTS AND AGREEMENTS

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.

32. SUCCESSORS

This Agreement shall bind and inure to the benefit of all successors and assigns of the parties and any associates in interest, and their respective directors, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively .

33. CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced pursuant to the laws of the State of California.

34. AGREEMENT CONTROLLING

In the event of a conflict between the provisions of the text of this Agreement and the Exhibits, the provisions of the text shall prevail.

35. NOTICES

Whenever notice is required hereunder, it shall be given to the parties as follows:

Town of Windsor:

Town Manager
Town of Windsor
P.O. Box 100
Windsor, CA 95492

County of Sonoma:

Sheriff-Coroner
Sonoma County Sheriff's Office –Administration

2796 Venture Ave.
Santa Rosa, CA 95403

When so addressed, notices shall be deemed given upon being placed in the United States Mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual personal delivery. Changes may be made in addresses to where notices are to be delivered by giving notice pursuant to this provision.

36. WARRANTY OF LEGAL AUTHORITY

Each party warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder. If any party is found to lack the authority to perform the acts required of it hereunder or is prevented from performing the acts by a court of competent jurisdiction, this Agreement shall be void.

37. ASSIGNMENT/DELEGATION

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

38. NONDISCRIMINATION & AIDS DISCRIMINATION

- a. Nondiscrimination- Without limiting any other provision hereunder, County and Town 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.
- b. AIDS Discrimination - County and Town 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.

39. ENTIRE AGREEMENT

This document 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. This Agreement may be executed in counterparts, each of which shall constitute an original.

40. AMENDMENT

This Agreement may only be amended in writing by an amendment authorized by the Town Council and

County Board of Supervisors.

COUNTY AND TOWN 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.

TOWN OF WINDSOR

By: _____
Ken McNab, Town 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: _____
Town Attorney

Date: _____

APPROVED AS TO FORM:

By: _____
Deputy County Counsel

Date: _____

REVIEWED AS TO SUBSTANCE:

By: _____
Ruben Martinez, Town of Windsor Chief of Police

Date: _____

REVIEWED AS TO SUBSTANCE:

By: _____
Mark Essick, Sheriff-Coroner

Date: _____

EXHIBIT A
SERVICE PLAN
PERFORMANCE OUTCOME OBJECTIVES
FISCAL YEAR 2020-2021

It is incumbent upon the Windsor Police Department to provide a safe community and a sense of security to the citizens of the Town of Windsor through the following objectives:

- A. To deter and prevent crime.
- B. To apprehend and prosecute offenders.
- C. To continue to strengthen community trust and relationships.
- D. To promptly respond to incidents requiring immediate attention.
- E. To provide law enforcement services in a cost effective manner.
- F. To provide continued support to Windsor Youth Diversion Programs.

As directed by the Town Council of Windsor, the following definitive performance outcome measures for the Windsor Police Department have been established consistent with the overall mission. These measures, together with resultant statistical data, serve as a means of evaluating the performance of the Windsor Police Department. Shown below are calendar year statistics 2017 and 2018. These statistics provide a baseline for comparison purposes.

Goal A **To Deter and Prevent Crime**

Measure: Crime Rate

- A. Description: This measure is the number of reported crimes classified as Part 1 felonies as reported to the California Department of Justice. These include Homicide, Forcible Rape, Robbery, Aggravated Assault, Burglary, and Motor Vehicle Theft and Grand Theft. This measure is presented below for Windsor and the average of the other incorporated cities within the County of Sonoma.

B. Indicators:

<u>Number of Reported Crimes</u>	<u>2017</u>	<u>2018</u>
Windsor	340	323
Average of other eight cities	889	864

<u>Rate per 10,000 population</u>		<u>2017</u>	<u>2018</u>
	Windsor	126	113
	Average of other eight cities	213	197
C. Analysis:	Windsor experienced a 5% decrease in reported crimes in 2018. Windsor is 46% below the county's per capita average rate.		
D. Benchmark:	At or below the Sonoma County average rate.		
E. Conclusion:	Windsor is exceeding its performance measure.		

Goal B **To Apprehend and Prosecute Offenders**

Measure:	Arrest clearance rates for California Crime Index major crimes.		
A. Description:	Arrest clearance rate means the reported crime was cleared by arrest or prosecution. This figure includes Part 1 crimes and petty theft.		
B. Indicator:	<u>Clearance Rate</u>	<u>2017</u>	<u>2018</u>
	Windsor		
	Violent Crimes	80%	74%
	Property Crimes	26%	25%
	Average of other eight cities		
	Violent Crimes	67%	78%
	Property Crimes	20%	18%
C. Analysis:	Windsor is currently 5% below the county average in clearing reported violent crimes and 28% above average in clearing property crimes by arrest of the responsible person(s).		
D. Benchmark:	At the county average.		
E. Conclusion:	Windsor is achieving its performance measure.		

Goal C **To Continue to Strengthen Community Trust and Relationships.**

Measure:	A. Building on Trust and Legitimacy
	B. Continue to Embrace Social Media and Technology
	C. Community Policing and Crime Prevention

The Police Department also continues to network and work cooperatively with businesses, community based organizations, and other government agencies in order to preserve the overall quality of life in the Town of Windsor. The Police Department will also encourage opportunities for officers, youth, and other community members to interact in more open and constructive dialogue through non-enforcement activities such as the following:

- Encouraging participation in community events
- Offering officers opportunities to mentor youth
- Officers serving as community coaches for youth sports
- School of Hope - reading to children at town schools
- Maintain the Police Explorer Program. The program offers young adults a personal awareness of the criminal justice system through training, practical experiences, competition and other activities. Additionally, the program promotes personal growth through character development, respect for the rule of law, physical fitness, good citizenship and patriotism.
- Maintain the Volunteers in Policing Program. Volunteers in Police Service is a locally-driven Citizen Corps program that allows community members to offer their time and talents to their local law enforcement agency.
- Community meetings to provide a forum for public discussion focusing on specific quality of life issues and to help determine Citizen Perception of the maintenance of order and resolution of conflict within the Town.
- Continue to use Social Media for community outreach to strengthen police-community relations, enhance services, and prevent and solve crimes.

The Police Department will continue to participate in the “Safe Medicine Disposal Project,” which is a partnership between local agencies, pharmacies and law enforcement officers to safely dispose unwanted medications, prevent overdoses and protect the environment. It is a popular program with our community.

Goal D To Promptly Respond to Incidents Requiring Immediate Attention

Measure: Response Time

A. Description:	Average response time to “priority one” calls. These calls are classified as serious crimes in progress.	
B. Indicator:	<u>2017</u>	<u>2018</u>
	00:5:49	00:5:35
C. Analysis:	This figure includes the time it takes the call taker to accept the call and then for the dispatcher to dispatch a deputy. The actual travel time for a deputy to get on scene of an emergency is usually less than 3.5 minutes.	
D. Benchmark:	The acceptable range is 6-8 minutes based on a sampling of like cities within the League of California Cities.	
E. Conclusion:	Windsor is exceeding the benchmark.	

Goal E **To Provide Law Enforcement Services in a Cost Effective Manner.**

Measure: **Cost per citizen for law enforcement services.**

A. Description: Sonoma County Municipalities-Law Enforcement cost per citizen.

B. Indicator: **Estimated Cost per Citizen FY 18/19**

Cloverdale	\$430
Cotati	\$460
Healdsburg	\$455
Petaluma	\$289
Rohnert Park	\$393
Santa Rosa	\$362
Sebastopol	\$506
Sonoma	\$460
<u>Average</u>	<u>\$419</u>
Windsor	\$259

C. Analysis: Windsor's budget for law enforcement services is 38% below the average of other Sonoma County municipalities.

D. Benchmark: Windsor's budget for law enforcement services while under contract with the Sonoma County Sheriff's Office should remain below the average of other Sonoma County municipalities.

E. Conclusion: Windsor is exceeding its performance measure.

Goal F **To provide continued support to Windsor Youth Diversion Programs**

We continue to have a strong partnership with our schools through programs such as our School Resource Officer, Every 15 Minutes, and Windsor Youth and Family Services.

The Windsor Youth and Family Services program (WYFS) was founded in 1994 by Support Our Students Counseling Services (SOS), a community-based organization. WYFS is a youth diversion program that consists of a partnership between the Windsor Police Department, the Windsor School District, and the Town of Windsor. The WYFS program provides services to juveniles in Windsor who have had negative or corrective interactions with law enforcement personnel, and/or

school administration staff. The objective of the program is to work within current justice systems to effectively minimize negative law enforcement encounters among juveniles in Windsor, and to divert youth from advancing into the juvenile justice system. Referrals to WYFS are generated by the Windsor Police Department and school administration staff. Youth receive services based on their offense or identified needs including gang prevention education, drug and alcohol citation diversion, low risk citation diversion, anger management groups, Girl's Circle groups, bullying prevention education, individual counseling, and diversion counseling. Short-term individual, family, and group counseling are also offered. Evidence based programs are delivered to youth and families depending on need, including restorative justice, Cognitive Behavior Therapy, Motivational Interviewing, Solution-Focused Brief Therapy, and Interpersonal Psychotherapy

The Windsor Police Department believes this program and the services it provides is a much needed component in the effort to prevent school violence, bullying, youth drug and alcohol abuse and various other negative youth behavior. We believe it is our responsibility as a community to make the community and our schools a safe and supportive climate for our youth, our future generation.

April 2021, the Windsor Police Department and the Windsor High School will be hosting *Every 15 Minutes*. It's a two-day program involving high school students, which encourages students to make mature decisions when alcohol beverages are involved.

SUMMARY

Windsor residents continue to pay the lowest per capita costs for law enforcement services in Sonoma County. Town residents also continue to enjoy the lowest per capita crime rate (Part I crimes) in the County. High priority requests for service continue to be answered well below the standard established by the California League of Cities.

EXHIBIT B

SERVICE PLAN

ESTIMATED COST BREAKDOWN

FISCAL YEAR 2020/2021

This Exhibit lists the estimated costs for performance of services required under the Agreement between the Town of Windsor and the Sonoma County Sheriff's Office for law enforcement services. These costs are approximately an 8% increase from the previous year.

Salaries and Benefits	6,438,841.00
Services and Supplies	154,637.00
Less Estimated POST Revenue	-1,000.00
Less Estimated Security Patrol Fees	-41,038.78
Less Estimated Grant Reimbursement	0.00
Less Misc or Donations	0.00
<hr/> Subtotal	<hr/> 6,551,439.22
 Department Overhead - 25.07% applied to Salaries and Benefits	 1,614,217.44
<hr/>	<hr/> 8,165,656.66

EXHIBIT C

SERVICE PLAN

STAFFING AND OPERATIONS

FISCAL YEAR 2020/2021

This Service Plan is intended to provide a complete description of the structure and operation of the Windsor Police Department. 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 Program Descriptions*
- Section 5 Training Requirements*
- Section 6 Vehicle Requirements*
- Section 7 Miscellaneous Equipment Requirements*

SECTION 1 - STAFFING LEVELS

The staffing allocation for the Windsor Police Department is as follows:

<u>Position</u>	<u>Number of Full-Time Employees</u>
<i>Lieutenant/Chief</i>	<i>1</i>
<i>Sergeant</i>	<i>3</i>
<i>Deputy</i>	<i>15</i>
<i>School Resource Officer</i>	<i>1 (deputy position)</i>
<i>Traffic Officer</i>	<i>1 (deputy position)</i>
<i>Detective</i>	<i>.32(Approximate - perform as needed)</i>
<i>Community Services Officer</i>	<i>1</i>
<i>Administrative Aide</i>	<i>1</i>
<i>Legal Processor</i>	<i>1</i>

SECTION 2 - STAFFING SCHEDULES

This section sets forth a representative schedule for the Windsor Police Department. *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 Town of Windsor.

	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>
Chief *		D	D	D	D		
Sergeant 1 *	D	D	D	D			
Sergeant 2 *				D	D	D	D
Sergeant 3 *		D	D	D	D		
Deputy 1	D	D	D	D			
Deputy 2	D	D	D	D			
Deputy 3				D	D	D	D
Deputy 4				D	D	D	D
Deputy 5				C	C	C	C
Deputy 6	C	C	C	C			
Deputy 7	S	S	S	S			
Deputy 8	S	S	S	S			

	<u>S</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>S</u>
Deputy 9				S	S	S	S
Deputy 10				S	S	S	S
Deputy 11/K-9				S	S	S	S
Deputy 12	G	G	G	G			
Deputy 13	G	G	G	G			
Deputy 14				G	G	G	G
Deputy 15				G	G	G	G
School Resource Officer*			D	D	D	D	
Traffic Officer*		D	D	D	D		
Community Services Officer *		D	D	D	D		
Admin Aide		D	D	D	D		
Legal Processor			D	D	D	D	

D = Day Shift (Normally scheduled from 6AM to 4PM for patrol; 7:30AM to 5:30PM for office staff)

C = Cover Shift (Normally scheduled from 2PM to 12PM)

S = Swing Shift (Normally scheduled from 4PM to 2AM)

G = Grave Shift (Normally scheduled from 8PM to 6AM)

* A flexible work schedule will be allowed, as necessary, in order to accommodate evening or weekend activities within the normal 40-hour workweek.

SECTION 3 - POSITION DESCRIPTIONS

Lieutenant:

The Lieutenant, acting as the Chief of the Windsor 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 Town of Windsor. As the primary representative of the Windsor Police Department, the Chief will perform the following:

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

Daily operation and management of the Windsor 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 town ordinances
- Develop traffic-management plans
- Work with the Investigations Lieutenant to assign and monitor critical investigations
- Prepare written status reports
- Develop enhanced law-enforcement programs such as reserves, volunteers, and explorers
- Develop community-oriented-policing 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.

Sergeant:

The Sergeants will assist the Chief in the management, direction, and control of the law enforcement and community crime prevention services within the Town of Windsor. Typical duties and responsibilities include:

- Perform the role of Acting Chief during any absence of the Chief.
- Perform duties delegated by the Chief, or assigned by the Sheriff in the Chief's absence
- Prepare employee schedules and 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
- Plan, assign, and supervise work of Department staff
- Assign and manage all law enforcement equipment
- Assist with the development of Town ordinances
- Coordinate with the Town Planning Department
- 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
- Handle citizens' complaints

Deputy:

The Deputies 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 Town 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 subpoena
- Perform stakeouts and operate surveillance equipment
- Receive and handle evidence and property
- Investigate traffic accidents, and administer basic first aid

School Resource Officer:

The School Resource Officer is devoted full time to the various campuses of the Windsor Unified School District. This officer is devoted to accomplishing the following:

- Develop necessary programs, such as School Attendance Review Board (SARB), School Attendance Review Teams (SART), and monitor truancy issues
- Work with the Windsor Youth and Family Services Counselor to be pro-active in reducing juvenile crime
- 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

Traffic Officer:

The Traffic Officer is assigned full time to address traffic issues that the Town Council, Town Manager, Police Chief, sergeants and 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 Town of Windsor. To achieve this goal the officer is assigned a traffic enforcement car, a police motorcycle, and provided with equipment and training specific to this discipline. They will:

- Work with Town 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 Windsor School District to solve traffic issues related to schools and inexperienced drivers
- Supervise the placement of the Town's radar trailers by the CSO
- 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, providing potential solutions
- Review all traffic reports for consistency and accuracy, and to monitor trends
- Be responsible for the collection of traffic statistics to assist the sergeant, Chief and Town in planning future solutions to problems and to minimize legal liability

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:

- Making presentations to town staff, the public, and other government agencies regarding crime prevention activities
- Enforce parking violations & complaints
- Administration of the Abandoned Vehicle Abatement Program
- Assisting in the management of law-enforcement material, equipment, and supplies
- Assisting the public by providing general information, as required
- Placing the Town's radar trailers at the direction of the traffic sergeant and the traffic officer
- Taking crime reports, which have no suspect information, at the front desk
- Testifying in court, as required
- Handle and transport all evidence and safekeeping items
- Performing crime-prevention activities, including:
 - Researching community problems, and work with the appropriate resources to resolve them,
 - Making presentations to community organizations, schools, or similar audiences,
 - Conducting neighborhood watch and business watch meetings,
 - Disseminating specific crime-prevention information,
 - Conducting public, and crime-prevention surveys, and performing child safety car seat installations

Administrative Aide:

The administrative aide will perform general office management and support functions for the Windsor Police Department. Typical duties and responsibilities include:

- Providing administrative support for the Chief and other department staff as needed
- Assisting the public by answering inquiries regarding services, programs, and records
- Gathering data for use in the preparation of the annual report and budget
- Preparing quarterly reports on the Town's Abandoned Vehicle Program
- Assist in developing, preparing, and monitoring various programs, including grants, budget items, staff reports, and items for the Town Council
- Receiving and forwarding complaints to the appropriate staff for resolution
- Administer grants received directly to the Town
- Facilitate contract security agreements
- Work with Sheriff's Office Department Analyst to facilitate the Equitable Sharing Agreement
- Function as the Communications Dispatcher at the Town's Emergency Operations Center

Detective:

The Town contracts for .32 detective's position. Although no individual detective is assigned to the Town, 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:

- Making arrests as necessary
- Preparing detailed reports documenting the investigation for prosecution by the District Attorney's office
- Receiving and directing phone calls, visitors, and mail
- Supporting patrol deputies in the investigation of crimes
- Interviewing victims and witnesses.
- Conducting in-depth investigations of criminal activity
- Reviewing and analyzing certain criminal complaints
- Interrogating suspects
- Obtaining evidence in support of investigations
- Planning and coordinating stakeouts and operating surveillance equipment
- Testifying in court as required
- Participating in the preparation and service of search warrants
- Monitoring gang members and enforce gang related crimes

Legal Processor:

This position performs general office duties and support functions for the Windsor Police Department under the direction of the administrative aide and Chief. Typical duties and responsibilities are similar to the administrative aide's and include:

- Assigned to the front desk answering telephones and assisting lobby visitors
- Receiving specific permit applications, and coordinating background investigation with the Sheriff's Office
- Providing clerical support for the administrative aide, Chief and department staff
- Assisting the public by answering inquiries regarding services, programs, and records
- Receiving, processing, and routing mail
- Compiling relevant information for use by staff in replying to complaints or inquiries
- Performing clerical duties for the department
- Assisting the administrative aide in maintaining files
- Releasing crime reports to the public

The Chief of Police retains the authority to modify any or all of the above-listed job duties as needed to provide the best possible law enforcement service to the Town of Windsor and its citizens, so long as such modifications are consistent with employee job specifications and Civil Service requirements. The Chief shall notify the Sheriff if any intended modifications may affect the workload of the Sheriff's Office, and obtain the Sheriff's consent to such modifications prior to implementation.

SECTION 4 - PROGRAM DESCRIPTIONS

Police Administration and Support Services:

Police Administration provides for the management, coordination, and administration of all law enforcement activities for the Town of Windsor. Administrative and support services will be performed by individuals who are charged directly to the Town 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. Support from the main office will be provided primarily out of Administrative Management, Personnel, Payroll, Accounting, Purchasing, Central Information Bureau, Property/Evidence, Crime Analysis, and Dispatch.

The Chief and the administrative aide, with the assistance of the legal processor, will perform the primary administrative functions within the Windsor Police Department. The Chief is assigned overall management responsibility for the department. The Chief's efforts will focus on providing optimum services to the Town of Windsor through efficient and effective use of available personnel, facilities, and equipment. The administrative aide will provide general office management and clerical support for the Windsor Police Department. The administrative aide will also perform certain reception and records-management services at the department police station in Windsor, as set forth below:

General Assistance and Information

Department staff (primarily the administrative aide and legal processor) 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 department services, programs, and records.

Permits and Licensing

The Agreement between the County of Sonoma and the Town of Windsor provides for the processing of applications for certain licensing ordinances of the Town. Such applications will be received at the Windsor Police Station and forwarded to the Sheriff's main office for processing by the Central Information and Investigation Bureaus, as set forth in the Agreement. All persons applying for concealed weapons permits will be directed to the Sheriff's main office.

Registrants (Sex, Narcotics, Gang and Arson)

Individuals will be directed to register at the Sheriff's main office.

Record Maintenance

Staff at the Windsor Police Department will forward all incident reports and arrest records to the Sheriff's main office. Said reports will be entered into the automated Records Management System and will be maintained at the Sheriff's main office.

All incident reports, arrest records and other records maintained in connection with this Agreement, whether retained at the Sheriff's Office or the Town of Windsor Police Department will be subject to retention schedules established by the Sheriff, the County of Sonoma, and the Town of Windsor.

Copies of Records

Copies of certain records are processed at the Police Department.

Requests for Information Under the Freedom of Information Act

All requests for information under this circumstance will be referred to the Sheriff's Office.

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. 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 full-time traffic enforcement officer, and to the extent possible, the other patrol officers will enforce the Vehicle Code and traffic/vehicle related ordinances adopted by the Town of Windsor. 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 police department implemented a Traffic Warning Citation program. All drivers who are given warnings for traffic violations will be issued Warning Citations. The Warning Citations will be kept in-house and entered in the computer system. Dispatch will then be able to advise officers if the driver has been given a warning. The traffic program will not provide for routine parking enforcement, unless specific enforcement situations are agreed upon by Memorandum of Understanding pursuant to provision 7 of the Agreement between the County of Sonoma and Town of Windsor. The Town of Windsor will be responsible, separate and apart from this Agreement, for any routine enforcement of ordinances/code relating to parking. Nothing in this paragraph shall, however, be deemed to preclude officers from issuing parking violations as they may deem appropriate.

The police patrol program will provide for initial response to calls for service related to dangerous animal situations, or noise disturbances caused by animals; however, the Town of Windsor will be responsible, separate and apart from this Agreement, for general animal control and enforcement of ordinances/code relating to animals.

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

Community Services Officer will continue an abandoned vehicle-abatement program, wherein abandoned vehicles will be towed at no expense to the reporting party or Town, 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.

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 when considered appropriate.

Vacation House Checks

Patrol officers will attempt to provide extra patrol for vacationing residents.

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, Windsor police officers will endeavor to suppress criminal gang activity.

Police K-9 Program

K-9 handler and his three year old K-9 partner “*Mako*,” who joined the department in 2018, have completed training to track and apprehend fleeing/hiding suspects, drug detection and article search capabilities.

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.

Community Services:

Various community outreach and crime prevention activities are provided through this program. This program is be staffed by the Community Services Officer (CSO). The CSO's activities will focus on educating the citizenry in techniques to reduce crime in their neighborhoods and businesses. 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 businesses, neighborhood organizations, community groups, and schools, as well as in written correspondence and newsletters to be prepared by the CSO. Special activities such as the following may be coordinated by the CSO:

Neighborhood Watch

As noted above, this program focuses on reducing crime through active participation of Windsor 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.

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.

Crime Free Multi-Housing Program

A program designed to reduce crime, drugs, and gangs on multi-housing properties.

SECTION 5 - TRAINING REQUIREMENTS

Training such as the following is anticipated during the period from July 1, 2020 to June 30, 2021:

Continuous Proficiency Training: This is a required course designed to maintain proficiency of sworn personnel in regards to new laws, new procedures, and department operational changes.

Internal Affairs Investigation: Sergeants assigned to Windsor Police Department will be required to complete this 24-hour course. This will allow them to properly conduct investigations into alleged misconduct by officers when the allegation does not meet the policy requirements for an investigation by the Internal Affairs Bureau.

Basic Traffic Investigation: This 40-hour course for all 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, and allows them to competently investigate highly technical aspects of traffic accident. It also prepares them to investigate serious-injury and fatal accidents.

Traffic Lidar Enforcement: This 24-hour course for all sworn officers, addresses techniques and applicable laws associated with the use of Lidar for speed enforcement.

Hazardous Materials Incident Commander: This 40-hour course instructs officers in the standardized statewide techniques utilized to manage hazardous materials incidents. The job descriptions for the Lieutenant and two Sergeants require them to be the on-scene Incident Commanders for these incidents.

CIT (Crisis Intervention Training): This training teaches officers how to handle people who are in a “crisis” type situation due to mental health issues and/or drug influence. This is a 40 hour course and the plan is to have all staff trained over the next three years. All Windsor officers have completed this training.

Other Miscellaneous Training: Periodically, there may be other training opportunities that would benefit the staff at the Windsor Police Department, such as those addressing community oriented policing, gang suppression, crime prevention, or other special topics of interest to Town. Staff members may be authorized to attend such training as deemed appropriate by the Chief or as required by law.

SECTION 6 - VEHICLE REQUIREMENTS

The following vehicles (with associated equipment) have been furnished and will be maintained by the Town of Windsor pursuant to the provisions of the Agreement for Law Enforcement Services between the County of Sonoma and the Town of Windsor:

- 1 Unmarked vehicle (assigned on a full-time basis to the Lieutenant/Chief)
- 1 Unmarked vehicle (used primarily by the administrative sergeant as well as utilized by plain clothes officers for undercover operations)
- 11 Patrol vehicles (utilized by the Sergeants and Deputies during assigned shifts)
- 1 Crime Prevention Vehicle (utilized by the CSO on assigned shifts)
- 1 BMW motorcycle

SECTION 7 - 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; latent fingerprint kit; body worn cameras, 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 (as included in the estimated cost for FY 20/21) will be coordinated with the Town Manager.

SECTION 8 – LYTTON DEVELOPMENT

The Town anticipates that the planned development of Lytton tribal lands in the year 2024 will likely have an impact on law enforcement services provided by the Windsor Police Department. The Sheriff commits to supporting the Town in pre-development mitigation efforts, by providing operational and fiscal impact analyses regarding the potential impacts of the development, as they pertain to law enforcement services. In the event both parties agree that additional resources will be needed to offset impacts to the Windsor Police Department, parties shall work together to develop the most cost effective solutions to mitigate the impacts.