

RESOLUTION NO. 2005-298

**RESOLUTION APPROVING THE FIRST AMENDMENT TO AGREEMENT
FOR LAW ENFORCEMENT SERVICES BETWEEN THE COUNTY OF
SACRAMENTO AND THE CITY AND AUTHORIZING THE MAYOR TO
EXECUTE THE AMENDMENT ON BEHALF OF THE CITY**

WHEREAS, the City Council took action to serve notice to Sacramento County that the City would be terminating its contract for police services and establishing a municipal police department; and

WHEREAS, the agreement between the City and County does not address several transitional issues, including purchase of the vehicle fleet, transition from County to City employees, access to County records management and police software systems, and establishment of parameters for investigations and discipline of personnel; and

WHEREAS, it is necessary that the law enforcement services agreement be amended;

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

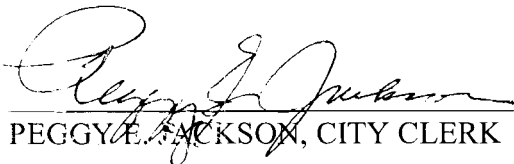
Approves the First Amendment to Law Enforcement Services Agreement Between the County of Sacramento and the City of Elk Grove and authorizes the Mayor to execute the Amendment on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 28th day of September 2005.



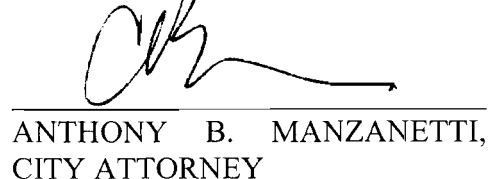
DANIEL BRIGGS, MAYOR of the
CITY OF ELK GROVE

ATTEST:



PEGGY JACKSON, CITY CLERK

APPROVED AS TO FORM:



ANTHONY B. MANZANETTI,
CITY ATTORNEY

**CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2005-298**

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss
CITY OF ELK GROVE)

I, Peggy E. Jackson, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on the 28th day of September, 2005 by the following vote:

AYES 3: COUNCILMEMBERS: Soares, Briggs, Scherman

NOES 0: COUNCILMEMBERS:

ABSTAIN 0: COUNCILMEMBERS:

ABSENT 2: COUNCILMEMBERS: Cooper, Leary



**Peggy E. Jackson, City Clerk
City of Elk Grove, California**

**FIRST AMENDMENT TO AGREEMENT FOR
LAW ENFORCEMENT SERVICES BETWEEN
THE COUNTY OF SACRAMENTO AND THE
CITY OF ELK GROVE**

This First Amendment to Agreement For Law Enforcement Services between the County of Sacramento and the City of Elk Grove ("First Amendment") is made and entered into this 28th day of September, 2005 by and between the County of Sacramento, a political subdivision of the State of California ("County") and the City of Elk Grove, a municipal corporation organized and existing under the laws of the State of California ("City") and is made with reference to the following facts:

RECITALS

WHEREAS, the County and the City entered into an Agreement for Law Enforcement Services ("Agreement") on October 31, 2001; and

WHEREAS, the City has given notice to the County of termination of the Agreement in accordance with the terms thereof and is establishing a municipal police department for the purpose of providing law enforcement services within the City; and

WHEREAS, the transition between County law enforcement services provided by the Sacramento Sheriff's Department (SSD) pursuant to the Agreement and City law enforcement services provided by its own municipal police department requires that the Agreement be amended to address certain transitional issues; and

WHEREAS, the parties desire to enter into this Amendment as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, the City and the County hereby agree as follows:

1. **Scope of Amendment:** Except as specifically amended herein, all terms and conditions of the Agreement shall continue in full force and effect. Hereafter, the term "Elk Grove Police Department" shall mean the newly formed, municipal police department of the City of Elk Grove. The law enforcement services provided under the Agreement shall be hereafter referred to as the "Elk Grove Contract Law Enforcement Services Unit ("LES Unit")."

2. **Assignment of City Personnel Prior to Agreement Expiration:** County (SSD) sworn and civilian employees who accept employment with the City may remain assigned to the LES Unit and shall continue to perform their assigned duties as determined by the Sheriff, or his designee, and the City until the expiration of the Agreement. The County positions listed in the LES Unit service plan vacated as a result of County employees accepting City employment shall remain as vacant positions until the termination of the Agreement. Assignment of any other sworn City employees to the LES Unit shall require the authorization of the Sheriff until the termination of the Agreement. Any City employee who is assigned duties that are not related to

the services provided by the LES Unit shall be under the supervision and management of the City with regard to those duties.

3. **Operational Orders and Policy:** The LES Unit shall continue to operate under Sheriff's Department General Orders and Operations Orders until the expiration of the Agreement and City employees assigned to the LES Unit pursuant to Section 2 hereof shall continue to be subject to and bound by such orders during the remaining term of the Agreement.

4. **Access to Sheriff's Department Computer Systems and Equipment:** County (SSD) employees who convert to City employment and remain assigned to the LES Unit shall continue to have full access to Sheriff's Department computer systems and equipment required for them to carry out their duties until the expiration of the Agreement or until otherwise ordered by the Sheriff. Access to any other City employees shall require the approval of the Sheriff or his designee.

5. **Use of City Vehicles by County Employees:** Paragraph 8 (d) of the Agreement is hereby amended to permit the City to acquire and furnish vehicles to the County for the Sheriff's Department's use in providing services pursuant to the Agreement. The types and specifications of any such vehicles other than those purchased from the County shall be approved by the Sheriff before the County has any obligation to accept such vehicles. The City shall provide for the maintenance of all vehicles furnished to the County at standards at least equal to those of the County Department of General Services. Maintenance may be performed by the City or by another maintenance provider of the City's selection. City expressly agrees to defend, indemnify, and hold harmless the County, and members of its governing board, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from acts or omissions of the City, its associates', employees', sub consultants', or other agents' in maintaining any vehicles furnished by it to the County pursuant to this section.

6. **Command and Supervision:** The County and City agree, subject to the ultimate authority of the Sheriff, to allow cross supervision and management by both City and County supervisors and managers. The Sheriff's Department commander (Sheriff's Captain) and assistant commander (Sheriff's Lieutenant) shall maintain full operational and administrative authority, notwithstanding section 7 of this amendment, until the expiration of the Agreement. It is recognized that the majority of LES Unit employees may be City employees prior to the termination of the Agreement. Under those circumstances, the transfer or modification of command of the LES Unit to the City prior to the termination of the agreement shall require the authorization of the Sheriff.


7. **Complaints and Discipline:** Generally, service complaints that cannot result in adverse action against an individual shall be investigated, to include a disposition, by the commander of the LES Unit. Paragraph 23 of the Agreement is amended to require the City to be responsible for the investigation of complaints that may result in adverse action against or the imposition of discipline against a City employee.

8. **Compensation for Services:** Compensation for services shall continue by the City as stated in sections 18 and 19 in the Agreement. The City agrees to continue to pay the County for support and indirect costs assigned to positions listed in the LES Unit service plan that are filled by City employees pursuant to Section 2 of this First Amendment until the expiration of the Agreement in the amount set forth in the service plan regardless of the integration of City employees into the contract law enforcement operations.

IN WITNESS WHEREOF, the parties hereto have executed this addendum to the Agreement the day of the year first written above.

CITY OF ELK GROVE, a municipal corporation

Dated: _____, 2005

By  _____
DANIEL BRIGGS
Mayor, City of Elk Grove

Attest: _____
PEGGY JACKSON, City Clerk

APPROVED AS TO FORM:

By _____
ANTHONY B. MANZANETTI, City Attorney

COUNTY OF SACRAMENTO

Dated: _____, 2005

By _____
Chairperson, Board of Supervisors

(SEAL)

Attest: _____
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Assistant County Counsel