

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

THIS AGREEMENT FOR LAW ENFORCEMENT SERVICES ("Agreement") is entered into as of June \_\_\_, 2025 (the "Effective Date"), by and between the County of Solano ("County"), a political subdivision of the State of California, on behalf of the Solano County Sheriff's Office (Sheriff's Office), and the City of Vallejo ("City"), a municipal corporation. City and the County may be referred to individually as a "Party" or collectively as the "Parties."

**RECITALS**

A. County provides law enforcement services throughout the unincorporated areas of Solano County, California.

B. In providing law enforcement services, County engages in constitutional policing.

C. City is responsible for providing law enforcement services within the municipal boundaries of the City of Vallejo.

D. In July of 2023, City declared a local public safety staffing emergency due to a severe shortage of sworn personnel in its police department. As a result of this emergency, City seeks to contract with County for County's Sheriff's Office to perform law enforcement functions within City's municipal boundaries.

E. Senate Bill 1379, which was signed into law in September 2024, was crafted specifically to support City in addressing its law enforcement staffing shortage by enabling the Sheriff's Office to backfill courtroom and dispatch roles with retired personnel, thereby freeing active staff to provide temporary patrol services in the City. The bill sunsets on January 1, 2027.

F. County, through the Sheriff's Office, can render such law enforcement services under the terms and conditions set forth in this Agreement.

G. County's performance of law enforcement functions for City will require County to incur certain costs and expenses, including, but not limited to, personnel costs, equipment, support services, and liability insurance.

H. It is the intent of the Parties that City assume all such costs and expenses.

I. California Government Code sections 51300, et seq., and 54980, et seq. authorize such law enforcement services agreements.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. INCORPORATION OF RECITALS. The foregoing recitals are incorporated by reference.
2. TERM OF AGREEMENT. This Agreement shall be effective as of 12:01 a.m. June \_\_\_\_, 2025 and shall terminate as of 11:59 p.m. December 31, 2026, unless terminated earlier.
3. SERVICES. Subject to Section 15(A)(iii) below, County agrees, beginning on January 1, 2026, through the Sheriff's Office, to provide supplemental general law enforcement services within the corporate limits of City, to the extent and in the manner set forth in this Agreement and further detailed in the Service Model, which is attached to and incorporated into this Agreement as **Exhibit A** (collectively referred to as the "Services").
4. COMPENSATION FOR SERVICES. City shall reimburse County for all actual costs and expenses incurred in providing the Services, which estimate for reimbursement is further detailed in **Exhibit B**, attached to and incorporated into this Agreement. These costs include both direct service costs and indirect overhead costs allocated to the Sheriff's Office under the County's cost allocation plan, commonly referred to as the "A-87 Plan," as approved by the State Controller's Office.
5. ASSIGNMENT AND SUPERVISION OF PERSONNEL
  - A. Subject to availability of personnel without reducing coverage for County needs, at the sole discretion of the Sheriff's Office, County shall provide 17.0 full time equivalent (FTE) employees to perform the Services, as follows:
    - 1.0 FTE Lieutenant
    - 2.0 FTE Sergeants
    - 12.0 FTE Deputies
    - 2.0 FTE Dispatchers
  - B. The Sheriff's Office shall be solely responsible for selecting and assigning personnel to provide services under this Agreement. The Sheriff's Office will assign only experienced and qualified personnel to perform the Services.

In the event the City's Chief of Police has a concern regarding the performance or conduct of any individual deputy sheriff assigned to provide services under this Agreement, the Chief shall notify the Sheriff or the Sheriff's designee in writing, setting forth the basis for the concern. Upon receipt of such notice, the Sheriff or designee shall promptly schedule a meet-and-confer with the City's Chief of Police.

The purpose of the meet-and-confer shall be to discuss the concerns raised and to seek a mutually acceptable resolution, which may include reassignment of the deputy, or other appropriate action. The County shall give good faith consideration to City's concerns but shall

retain sole discretion and authority over personnel decisions, consistent with applicable laws, regulations, and collective bargaining agreements. Nothing in this provision shall be construed to limit the County's rights as the employing agency or to create any right of control by the City over County personnel.

C. County shall be responsible for all administrative tasks and personnel matters related to its performance under this Agreement, including, but not limited to supervising its employees, managing law enforcement services provided by its personnel, hiring and assigning personnel, establishing performance standards, determining and administering discipline, determining training requirements, ensuring training for all Sheriff personnel, maintaining personnel and training files, and addressing any other issues related to the performance of services and personnel management.

D. City acknowledges that County is legally obligated to comply with any applicable bargaining agreements governing County employees performing services under this Agreement. The terms of such bargaining agreements shall take precedence over any conflicting terms of this Agreement.

E. County reserves the right to assign personnel performing services under this Agreement to other tasks unrelated to this Agreement, if deemed necessary by the Sheriff's Office. Time associated with such assignments shall not be charged to City. However, the Parties understand and agree that personnel who are not typically assigned to perform services under this Agreement may be temporarily assigned to provide relief or perform other duties under this Agreement, and time spent on such assignments will be charged to the City.

## 6. EMPLOYMENT STATUS OF PERSONNEL

A. Status of County Personnel. All individuals employed by County to perform the Services shall be and remain employees of County and shall at all times be subject to the exclusive direction, control, and supervision of County. Such individuals shall not be considered employees of City for any purpose. Such individuals shall be entitled only to those rights and benefits afforded to County employees and shall not, by virtue of performing services under this Agreement, acquire any rights or benefits provided to City employees. City shall have no responsibility for any County employee benefits, including but not limited to contributions to the Public Employees' Retirement System (PERS), Other Post-Employment Benefits (OPEB), Worker's Compensation benefits or any other benefits established by applicable County memoranda of understanding (MOUs).

B. City Agent. For purposes of performing the Services—and solely to give official status to the performance of those Services where legally required—each County officer and employee engaged in such performance shall be deemed an agent of the City, provided that the services performed are within the scope of this Agreement and constitute purely municipal functions.

C. Salaries, Wages, Compensation and Benefits. Except for City's payment and reimbursement obligations as set forth in Exhibit B, City shall have no obligation to directly pay any salary, wage, compensation, or benefit to any County employee performing services under this Agreement.

D. Labor Relations. County shall retain full responsibility for negotiating and administering all labor relations agreements, personnel rules and employment-related policies and procedures applicable to its employees providing services under this Agreement.

## 7. RULES, REGULATIONS, POLICIES, AND PROCEDURES

A. County Procedures. Personnel assigned by County to provide services under this Agreement shall be required to abide by and remain subject to all applicable County rules, regulations, policies, and procedures, including those specific to the Sheriff's Office. As County employees, they are not subject to City policies or directives unless otherwise expressly stated in this Agreement. Personnel shall comply with such City procedures, except where such procedures may conflict with procedures applicable to Sheriff's Office employees and/or the requirements of this Agreement.

B. Department of Justice Settlement Agreement. County is not, and shall not become, a party to the Settlement Agreement entered into on April 8, 2024, between the City of Vallejo and Rob Bonta, Attorney General of the State of California. Neither the County nor any of its employees shall be subject to the terms or conditions of that Settlement Agreement. If the California Attorney General's Office asserts that the County or its employees are subject to the Settlement Agreement, the County may, at its sole discretion, immediately terminate this Agreement.

## 8. PROVISION OF VEHICLES, EQUIPMENT AND SUPPLIES.

A. Vehicles and Equipment. Subject to City's payment obligations set forth herein, County shall provide all necessary vehicles, equipment, communications facilities, and supplies required to perform the Services. The selection and provision of such resources shall be at the sole discretion of the County. County shall be responsible for damage to the vehicles caused solely by the willful misconduct or gross negligence of County employees.

B. Equipment and Supplies. County shall furnish its standard County uniform and safety equipment to the personnel assigned to perform services under the Agreement.

C. Disposition of Vehicles and Equipment. Upon the expiration or earlier termination of this Agreement, County will transfer to City all equipment and vehicles that were funded by City and assigned for use by County personnel under this Agreement.

D. Use of Existing County Resources. To perform the Services, County may utilize its existing resources, including, but not limited to, County-owned facilities, vehicles, equipment, general supplies, and non-law enforcement support personnel.

E. Acquisition of New Equipment. Following the initial acquisition of equipment necessary to outfit personnel under this Agreement, any subsequent acquisition of additional equipment by County specifically for use in providing the Services shall be subject to the City's prior written approval. If such approval is obtained, City shall reimburse County for the cost of such acquisitions. Upon expiration or termination of this Agreement, County will transfer ownership and possession of all such equipment to City.

9. COMPLAINTS. County shall handle and respond to citizen complaints regarding only County employees in a professional, courteous, and timely manner. All complaints relating to only County employees shall be processed, and related records maintained, in accordance with applicable laws and the established policies and procedures of the Sheriff's Office concerning citizen complaints.

City shall handle and respond to citizen complaints regarding only City employees in a professional, courteous, and timely manner. All complaints relating to only City employees shall be processed, and related records maintained, in accordance with applicable laws and the established policies and procedures of the Vallejo Police Department concerning citizen complaints.

Where a complaint involves both County and City employees, the Vallejo Police Department and the County Sheriff's Office will work together to process such complaint, with each maintaining their own records and in accordance with applicable laws and each department's own established policies and procedures. Disclosure of information relative to complaints and any associated internal investigation shall be made only to the extent permitted or required by applicable law.

10. CITY POWERS AND ENFORCEMENT OF CITY ORDINANCES.

A. Authority to Enforce City Ordinances. In performing the Services, County shall have the authority to enforce the rules, regulations, codes, and ordinances of City and shall receive the full cooperation and assistance of City, its officers, agents, and employees in doing so. If County believes that any City rule, regulation, resolution, or ordinance is invalid, it shall not be obligated to enforce such provision until the matter has been reviewed and determined to be legally acceptable by County Counsel. County Counsel shall issue such a determination within 15 days of receiving the matter for review. County shall bear its own costs and expenses associated with conducting this legal review.

B. Validity of City Rules, Regulations, Code and Ordinances. City shall be solely responsible for ensuring the validity of its ordinances, codes, resolutions, and regulations, including any provisions incorporated by reference. City agrees to defend, indemnify, and hold

harmless County and its officers, agents, and employees from and against any claims, actions, or lawsuits challenging the validity of any City ordinance, or arising from the ordinance validity in any arrest, citation, or enforcement action taken by County in good faith reliance on such ordinance.

11. AGREEMENT MONITORING. The Parties shall meet on a quarterly basis, or more frequently as necessary, to review the services provided under this Agreement, assess performance, and address any operational or administrative issues that may arise.

12. INSURANCE.

A. City shall maintain a program of insurance, self-insurance, or any combination thereof, sufficient to cover its indemnification obligations as set forth in Section 13 (Indemnification). City shall provide County with certificates of self-insurance or other documentation specifying the scope, limits, and forms of coverage in place. City shall notify County in writing of any changes to coverage applicable to this Agreement within 30 days of such change, or within ten days if the change results in termination of any applicable coverage. If City fails to maintain insurance or self-insurance coverage as required under this Agreement, County shall have the right to immediately terminate the Agreement. City agrees to waive subrogation which any insurer of City may acquire from County by virtue of the payment of any loss. City agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

B. County shall maintain a program of insurance, self-insurance, or any combination thereof, sufficient to cover its indemnification obligations as set forth in Section 13 (Indemnification). County shall provide City with certificates of self-insurance or other documentation specifying the scope, limits, and forms of coverage in place. County shall notify City in writing of any changes to coverage applicable to this Agreement within 30 days of such change, or within ten days if the change results in termination of any applicable coverage. If County fails to maintain insurance or self-insurance coverage as required under this Agreement, City shall have the right to immediately terminate the Agreement. County agrees to waive subrogation which any insurer of County may acquire from City by virtue of the payment of any loss. County agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

13. INDEMNIFICATION.

A. City agrees to indemnify, defend, and hold harmless County, its officers, officials, employees, agents, elective and appointive boards, and volunteers from any and all liability, claims, loss, expense, costs, damage, including property damage, personal injury, death and liability of every kind, (including without limitation costs and attorneys' fees) of every nature directly or indirectly arising out of or in connection with the services provided under this Agreement, and for City's failure to comply with any of its obligations contained in this Agreement, except only such loss or damage caused by the willful misconduct of County.

B. County's acceptance of insurance required by this Agreement does not relieve City from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by County regardless if any insurance is applicable or not.

C. City's obligations under this indemnification clause shall remain in full force and effect even after the termination or expiration of this Agreement, with respect to any claims, losses, damages, injuries, or liabilities that arise out of or are connected with any event, circumstance, act, or omission that occurred during the term of this Agreement.

D. County agrees to indemnify, defend, and hold harmless City, its officers, officials, employees, agents, elective and appointive boards, and volunteers only to the extent that any liability, claims, losses, expenses, costs, damages, including property damage, personal injury, death and liability of every kind, (including, without limitation, costs and attorneys' fees) are caused by the willful misconduct of County, its officers, officials, or employees in the performance of services under this Agreement. No other indemnity shall be provided by County.

E. City's acceptance of insurance required by this Agreement does not relieve County from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by City regardless if any insurance is applicable or not.

F. County's obligations under this indemnification clause shall remain in full force and effect even after the termination or expiration of this Agreement, with respect to any claims, losses, damages, injuries, or liabilities that arise out of or are connected with any event, circumstance, act, or omission that occurred during the term of this Agreement.

#### 14. RECORDS AND CONFIDENTIALITY.

##### A. Records Requests.

i. County will respond to all Public Records Act requests, subpoenas, and other records requests related to services performed under this Agreement to the extent that any responsive records are retained, owned, created by, or in the possession of County.

ii. County shall respond to and make all necessary court appearances for subpoenas and motions, including, but not limited to, *Pitchess* motions for its employees.

iii. Pursuant to California Penal Code sections 11105 and 13300, which govern the confidentiality of records, including but not limited to criminal offender records, the Parties agree to restrict access to such information and prevent the unauthorized disclosure of any names or identity information as prohibited by federal or state laws. Such information shall not be used for any purpose other than fulfilling the obligations under this Agreement.

iv. County will provide to City all documents necessary for the City to defend and indemnify County as set forth in paragraph 13 hereof.

15. MISCELLANEOUS TERMS.

A. TERMINATION.

i. Termination Without Cause. Either Party may terminate this Agreement at any time, with or without cause, by providing the other Party with at least 90 calendar days' written notice.

ii. Termination Due to Breach. If either Party fails to perform a material obligation under this Agreement, and fails to remedy the breach after receiving a written notice specifying the breach and a reasonable opportunity to cure, the non-breaching Party may terminate this Agreement upon not less than ten days' written notice to the other Party.

iii. Termination Due to Inability to Staff. If County is unable to staff at least 17 full-time equivalent (FTE) employees by January 1, 2026 as required to perform the Services, the Parties will meet and confer regarding a reduced staffing model. In the event that agreement is not reached between the parties relating to the reduced staffing model, County may immediately terminate this Agreement. In the event of such termination due to insufficient staffing, County shall transfer to City all vehicles and equipment purchased for the provision of the Services, which were paid for by the City.

iv. Payment of Costs. Upon termination, City shall pay all outstanding costs incurred by County under this Agreement up to the date of termination.

B. INDEPENDENT CONTRACTORS.

i. County as Independent Contractor. County enters into this Agreement to provide services as an independent contractor and shall remain at all times, with respect to City, an independent contractor. County, is not an employee of City, and nothing in this Agreement shall be construed to alter or conflict with this relationship. While performing services under this Agreement, County shall conduct itself solely as an independent contractor. County has no authority to bind City except as expressly set forth in this Agreement. County shall not incur any debt, obligation, or liability on behalf of City, nor shall it have the power to bind City in any manner.

ii. County Employees, Agents, Contractors or Subcontractors. All employees, agents, contractors, or subcontractors engaged by County to perform services under this Agreement shall be, at all times, employees, agents, contractors, or subcontractors of County, not City. The personnel performing services under this Agreement on behalf of County shall be under the exclusive direction and control of County. Neither City nor its officers, employees, or agents shall have control over the conduct of County or its officers, employees, or agents, except



as specifically provided in this Agreement. County shall not, at any time or in any capacity, represent itself or its officers, employees, or agents as officers or employees of City, except in the limited capacity of performing services under this Agreement.

C. ASSIGNMENT/DELEGATION. Neither Party shall assign or transfer any interest in this Agreement or any of its duties hereunder without the prior written consent of the other Party. Any assignment made without such consent shall be null and void and of no force or effect. Given the unique nature of the services contemplated by this Agreement, either Party may withhold consent to an assignment or transfer at its sole discretion, and such decision may be withheld regardless of whether the withholding is deemed reasonable or not.

D. CONFLICT OF INTEREST. Each Party warrants that, as of the effective date of this Agreement, it has no interest, whether direct or indirect, in any other project, contract, or independent agreement that would conflict with the rendering of services under this Agreement. Further, each Party agrees that it will not acquire any such interest, either directly or indirectly, or enter into any separate contract related to the work to be performed under this Agreement that could conflict with its obligations hereunder.

E. NONDISCRIMINATION. The Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations in the performance of this Agreement. Additionally, the Parties shall not discriminate against any individual on the basis of age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or any other protected status, as defined by applicable law.

F. NONRENEWAL. Parties acknowledge that there is no guarantee that either Party shall renew services under a new agreement following expiration or termination of this Agreement. County's capacity to provide the Services is contingent upon the provisions of SB 1379, which expires on January 1, 2027.

G. GOVERNING LAW AND VENUE. This Agreement has been executed and delivered in the County of Solano, State of California. The validity, enforceability, and interpretation of this Agreement shall be governed by the laws of the State of California. Any action or proceeding arising out of or in connection with this Agreement, whether in law or equity, shall be brought exclusively in the County of Solano, California. Additionally, Solano County shall be the proper venue for any claims, actions, or proceedings brought by a third party against either or both Parties under this Agreement.

H. STATE AUDIT. Pursuant to Government Code section 8546.7, both City and County shall be subject to examination and audit by the State Auditor for a period of three years following the final payment made by City to County under this Agreement. During this period, both City and County shall retain all records related to the performance of this Agreement, except for records pertaining to any ongoing audit, claim, or litigation. Such records shall be retained beyond the three-year period until the final resolution of any such audit, claim, or litigation.

I. DISPUTE RESOLUTION. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, the Parties agree to make their best efforts to resolve the matter. To that end, the Parties shall engage in good faith consultations and negotiations, recognizing their mutual interests, and attempt to reach a fair and equitable solution satisfactory to both Parties. If the Parties are unable to resolve the issue through these efforts, either Party may terminate this Agreement with 30 days' written notice to the other party.

J. SIGNATURE AUTHORITY. The Parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Agreement.

K. NOTICES. All notices or other communications required or permitted under this Agreement shall be in writing and shall be delivered by personal delivery, email (with delivery receipt), registered mail return receipt requested, a "Next Day Air" delivery service, or by facsimile transmission, addressed to the parties indicated below:

City of Vallejo:

City of Vallejo  
555 Santa Clara Street  
Vallejo, California  
Attention: City Manager

With a copy to:

City of Vallejo  
555 Santa Clara Street  
Vallejo, California  
Attention: City Attorney

Solano County:

Solano County Sheriff's Office  
530 Union Avenue, Suite 100  
Fairfield, CA 94533  
Attention: Lisa Donahue

L. WAIVER. Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right under this Agreement or any provision of this Agreement.

M. SEVERABILITY. In the event any provision of this Agreement is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of this Agreement shall remain in full force and effect.

N. CHANGES AND AMENDMENTS. This Agreement may be modified or amended upon the written mutual consent of the Parties and shall be effective only when incorporated into a written amendment.

O. CONSTRUCTION AND INTERPRETATION. It is agreed and acknowledged by the Parties that the provisions of this Agreement have been arrived at through negotiation, and that each of the Parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing or interpreting this Agreement.

P. SURVIVAL. The following provisions shall survive the expiration or earlier termination of this Agreement: Sections 8(C) and 8(E), regarding ownership and disposition of vehicles and equipment but only until final ownership and disposition is determined and effectuated by the Parties; Section 4 (Compensation for Services), to the extent necessary to reconcile final payments; Section 12 (Insurance), ongoing obligations regarding liability and coverage but only to the extent of any applicable statute of limitations; Section 13 (Indemnification), including the obligation to defend and hold harmless; Section 14 (Records and Confidentiality), including compliance with confidentiality laws and obligations regarding Public Records Act and subpoenas; Section 15(A)(iv): obligation to pay outstanding costs upon termination but only until the Parties agree that such costs are paid; Exhibit B, Section 1(C) (Reserve): requirement to maintain the indemnification reserve for three years following expiration or termination; Section 15(G) (Governing Law and Venue); Section 15(H) (State Audit), three-year record retention and audit obligations; and Section 15(I) (Dispute Resolution), procedures for resolving post-termination disputes. Additionally, any other provisions that by their nature are intended to survive shall also remain in full force and effect.

Q. EXECUTION IN COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

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R. ENTIRE AGREEMENT. This Agreement, including any exhibits referenced, constitutes the entire agreement between the Parties. There are no inducements, promises, terms, conditions or obligations made or entered into by the Parties other than those contained in it.

**IN WITNESS WHEREOF**, this Agreement was executed by the parties hereto as of the date first above written.

**CITY OF VALLEJO**

**COUNTY OF SOLANO**

By: \_\_\_\_\_  
Andrew Murray, City Manager

By: \_\_\_\_\_  
, County Administrator

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Veronica A. F. Nebb, City Attorney

By: \_\_\_\_\_  
Carrie Blacklock, Asst. County Counsel

**Exhibit A**  
**SERVICE MODEL**

**A. Scope of Services**

County will provide supplemental general law enforcement services, as defined below, within the corporate limits of City. These services will include responding to calls for service seven days a week, from 1200 hours to 2400 hours, in Beats #1 through #4, as shown on the Beat Map attached to and incorporated into this Agreement as Attachment 1.

“Supplemental general law enforcement services” (the “Services”) means those services County deems necessary to ensure public and officer safety. These Services include police patrol, patrol-level investigations, and enforcement of the California Penal Code, the California Vehicle Code, and applicable regulatory ordinances adopted by the City Council of Vallejo. In providing these Services, the Sheriff’s Office shall adhere to its departmental policies and procedures, as well as applicable statutes of the State of California.

County may transfer to City any incident requiring investigative resources beyond the initial response at the patrol level. When County transfers such an incident to the Vallejo Police Department, the Vallejo Police Department shall promptly respond and assume responsibility for both scene management and the ongoing investigation. To facilitate a timely and orderly transfer of responsibility, the County Sheriff’s Lieutenant shall coordinate with the Vallejo Police Watch Commander to ensure that the Vallejo Police Department assumes control of the incident within a reasonable period.

**B. Excluded Services**

County shall not provide the following services under this Agreement:

1. Traffic collision investigations; and
2. Criminal investigations requiring specialized detectives and/or forensic investigative services provided in the field.

**C. Media Relations**

The Sheriff’s Office may issue its own media statements or press releases related to services it provides under this Agreement, but must obtain City’s written consent for media statements or press releases for any use-of-force incidents. In cases where an incident is transferred to the Vallejo Police Department due to the need for investigative resources beyond the patrol level, the Vallejo Police Department shall assume full responsibility for all related media communications, including responding to inquiries and issuing press releases. This provision does not prevent City from issuing its own media statements regarding any incident occurring within the City, but if the incident involved County personnel and any statement relates to or refers to County personnel, any such statement may only be made with the prior consent of County.

#### **D. Online Reporting System**

The existing online police reporting system currently utilized by the Vallejo Police Department shall remain accessible to members of the public within Beats #1 through #4 for the purpose of reporting eligible incidents without requiring in-person officer response.

#### **E. Incident Coordination**

The Parties understand and agree that the Sheriff's Office and the Vallejo Police Department may differ in their investigative approaches and use of specialized services. For any incident requiring investigative resources beyond the patrol level, patrol commanders (lieutenants) from both agencies shall confer and endeavor to reach a mutual determination regarding investigative responsibility.

If a mutual determination cannot be reached at the patrol command level, the matter shall be elevated to the Sheriff's Field Operations Captain or the Undersheriff. In such cases, the Undersheriff shall consult with the Vallejo Police Chief in an effort to reach agreement on investigative responsibility. If the Undersheriff and the Police Chief are unable to reach agreement, the incident shall be returned to City, and the Vallejo Police Department shall assume responsibility for the investigation.

#### **G. General Coordination and Cooperation**

Either County Sheriff and/or their designee or the City Police Chief and/or their designee may request a meeting to discuss the provision of the Services. The parties shall use their best efforts to meet immediately upon receiving a request to meet but, in every case, shall meet promptly. The parties recognize that the City Police Chief is responsible for all law enforcement services within the corporate boundaries of City. County Sheriff and/or their designee shall use best efforts to comply with all requests from the City Police Chief and/or their designee concerning supplemental law enforcement services provided by County pursuant to this Agreement to the extent such request is consistent with the provisions of this Agreement and the principles of Constitutional policing.

#### **H. Additional Services**

Additional services refers to any law enforcement services provided by County in the City of Vallejo: i) outside 1200 hours to 2400 hours; or ii) by personnel in addition to the personnel assigned to provide services under this Agreement.

Should City request County to provide additional services—whether planned or unplanned—the provision of such services shall be at the sole discretion and approval of the Sheriff's Office. If approved, County shall invoice City for the actual costs incurred in providing the additional services, including but not limited to personnel, equipment and other associated expenses. County shall not provide and City shall have no obligation to pay for additional services unless the City Police Chief or authorized designee requests such services of County in writing. Prior written authorization shall not be required for services that are initiated between 1200 hours and 2400 hours under this Agreement but extend beyond 2400 hours in order to be completed.

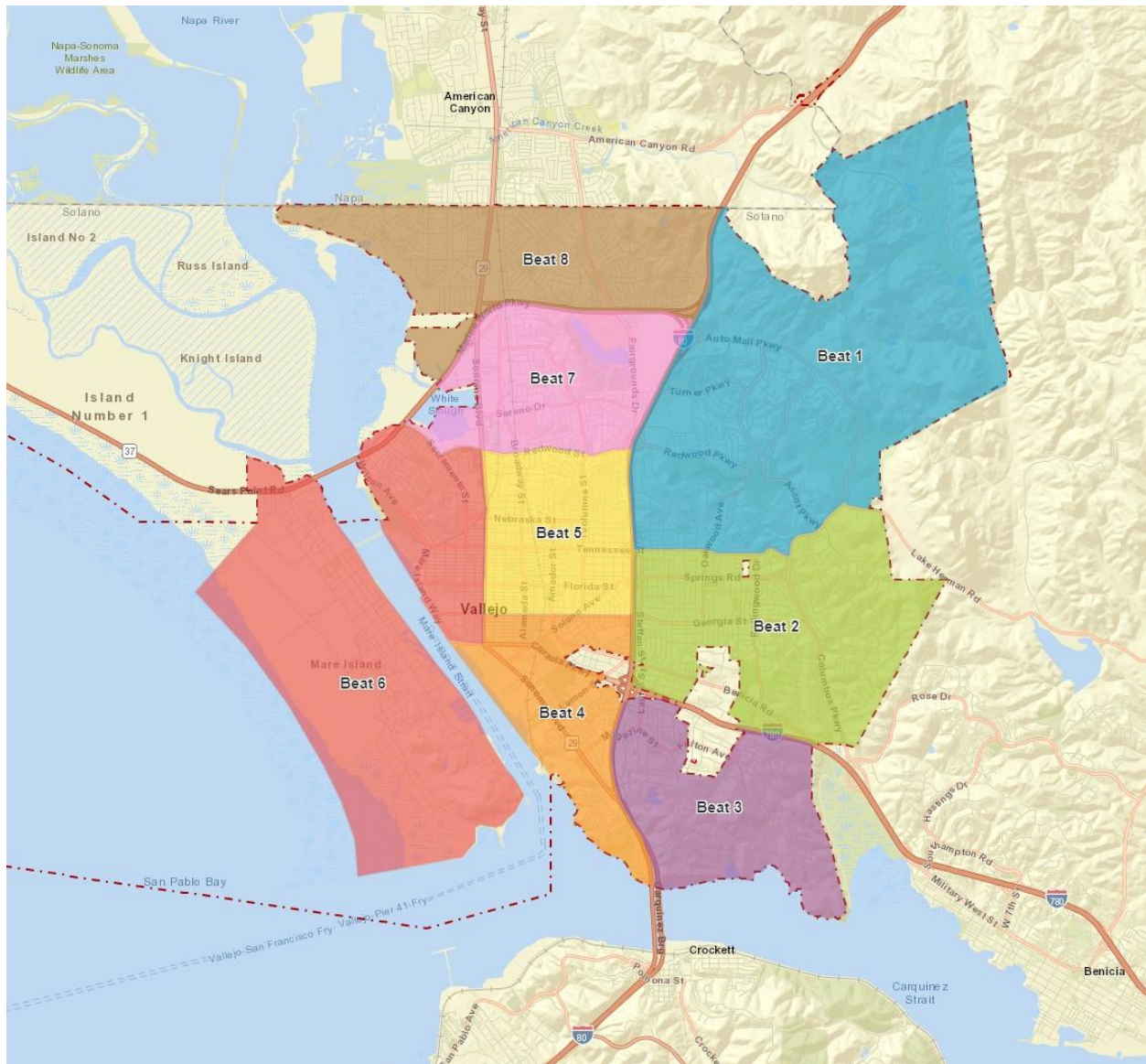
**G. Reporting and Data Sharing**

The Sheriff's Office shall provide to City Computer-Aided Dispatch (CAD) records documenting all Services provided under this Agreement.

**H. Attendance at City Council Meetings**

The Sheriff's Office shall provide representation at City Council meetings as requested by City.

## Attachment 1 Beat Map





**Exhibit B**  
**BUDGET AND METHOD OF PAYMENT**

**1. BUDGET**

A. Full Cost Recovery. The Parties acknowledge that the budget set forth below represents an estimate of the anticipated costs of providing the Services and is not intended to be exhaustive. Other than the insurance and liability costs set forth below, County shall be entitled to full reimbursement from City for only all actual and necessary costs incurred in connection with the provision of the Services, including those not specifically identified in the budget. Any lesser or additional expenses will be included in County's monthly invoice to City with backup information.

<b>PERSONNEL:</b>	
17 FTEs	\$5,831,905
<b>Subtotal Personnel</b>	<b>\$5,831,905</b>
<b>SERVICE &amp; SUPPLIES</b>	
Crime analysis services and software	\$200,000
Law enforcement staff one-time outfitting (uniform, vest, helmet, radio, phone, bodycam, tasers, gear) with replacement costs as needed	\$181,661
Ongoing cost body worn	\$14,010
Ongoing cost cell phones	\$7,740
<b>Subtotal Service and Supply</b>	<b>\$403,411</b>
<b>SERVICE VEHICLES</b>	
8 vehicle purchases and outfitting	\$981,259
Vehicle maintenance and fuel	\$269,951
Ongoing in-car video	\$25,464
<b>Subtotal Service Vehicles</b>	<b>\$1,276,674</b>
<b>Expense w/o Administrative OH</b>	<b>\$7,511,990</b>
<b>S.O. Administrative Overhead</b>	<b>\$1,787,854</b>
<b>INSURANCE AND LIABILITY COSTS</b>	
Administrative costs	\$500,000
Workers Compensation (additionally, City to reimburse County for WC-related claims expenses made)	\$57,700 + costs incurred
Reserve	\$1,000,000
Insurance costs	\$375,000
<b>Subtotal Insurance and Liability Costs</b>	<b>\$1,932,700</b>
<b>Total Projected Expenses</b>	<b>\$11,232,544</b>
<b>Plus potential one-time costs for ensuring proper radio dispatch communications, costs TBD</b>	

B. Personnel Costs. Personnel costs include overtime actually worked and are subject to adjustment based on wage increases or cost-of-living allowances implemented through new or updated collective bargaining agreements. In addition to the actual wages of personnel providing the Services, City shall be responsible for any costs incurred by County under California Labor Code section 4850, to the extent such benefits are paid to personnel as a result of injuries sustained while performing Services under this Agreement, and workers compensation-related claims payments and expenses incurred.

C. Reserve. City shall establish and maintain a reserve of at least \$1,000,000, to be held by County for the duration of this Agreement and for three years following its expiration or earlier termination. Although the reserve is funded by City, it shall be maintained and controlled by County. The primary purpose of the reserve is to cover County's costs in responding to and defending claims or litigation if City fails to indemnify County as required under this Agreement. In addition, if City fails to pay any other costs claimed by County under this Agreement, County may draw upon the reserve to recover such costs.

County shall notify City immediately in writing if the reserve balance falls below the required amount, and City shall replenish the reserve within 30 days' of such notice to maintain the minimum balance. If County accesses the reserve and City fails to replenish it within 30 days of County's request, County may immediately terminate this Agreement.

County will provide City with a quarterly accounting of the reserve balance, showing any interest accrued and any amounts used from the reserve.

Three years after the expiration or termination of this Agreement, County shall refund City any remaining reserve balance.

## **2. METHOD AND SCHEDULE OF PAYMENT**

A. Initial Start-up Costs for Equipment. Within 15 days of the execution of this Agreement, City shall pay County the following start-up costs:

8 Vehicles and vehicle outfitting:	\$981,259
Law enforcement staff equipment and gear:	\$181,661
Administrative Costs:	<u>\$276,775</u>
	\$1,439,695

B. Upfront Costs for Insurance and Liability. Within 15 days of the execution of this Agreement, City shall pay County the following upfront costs for insurance and liability, and the reserve:

Administrative Costs:	\$500,000
Workers Compensation:	\$57,700
Liability Reserve:	\$1,000,000
General Liability Costs:	<u>\$375,000</u>

\$1,932,700

C. On-going Reimbursement. County shall submit a monthly invoice to City itemizing all costs incurred in providing the Services during the preceding month. City shall remit payment within 30 days of receipt of each invoice. If City disputes any portion of an invoice, it shall notify County in writing within 15 days of receipt, identifying the specific item(s) in dispute and the basis for the dispute. City shall timely pay all undisputed portions of the invoice, and the Parties shall work in good faith to resolve any disputed amounts as promptly as possible.

D. Additional Services. County shall submit a monthly invoice to City detailing all costs incurred in providing any additional services during the preceding month, including costs incurred on mutually agreed-upon investigations. City shall remit payment within 30 days of receipt of each invoice. If City disputes any portion of an invoice, it shall notify County in writing within 15 days of receipt, identifying the specific item(s) in dispute and the basis for the dispute. City shall timely pay all undisputed portions of the invoice, and the Parties shall work in good faith to resolve any disputed amounts as promptly as possible.

### 3. BOOKING COSTS

City shall be responsible for booking costs related to arrests made within the City. Nothing in this Agreement shall preclude City from seeking reimbursement for such costs from the individuals who were arrested.

4. FINES AND FORFEITURES. Fines and forfeitures of bail collected pursuant to Penal Code Section 1463 *et seq.* resulting from services provided under this Agreement shall be distributed as though the personnel performing such services were employees of City. Any reimbursement received by County from any non-County funding sources for services charged to City under this Agreement shall be credited to City, less any administrative costs incurred by County in obtaining or processing such reimbursement.