



PARKS AND RECREATION DEPARTMENT

QUINLAN COMMUNITY CENTER
10185 NORTH STELLING ROAD • CUPERTINO, CA 95014-5732
TELEPHONE: (408) 777-3120 • FAX: (408) 777-1305
CUPERTINO.ORG

CITY COUNCIL INFORMATIONAL MEMORANDUM

Date: April 10, 2025

To: Cupertino City Council

From: Parks and Recreation Department

Re: Residential Burglaries

Background

At the March 18, 2025 City Council Meeting, Mayor Chao requested an informational memo with the public safety report, sheriff's contract, and information about what steps have been taken by the sheriff's office.

Attached you will find the February 2025 public safety report, an email response from the Sheriff's office regarding steps taken, and the current Sheriff's contract with the City of Cupertino. More information can also be found on the city's [crime dashboard](#).

Sustainability Impact

No sustainability impact.

Fiscal Impact

No fiscal impact.

Prepared by: Rachelle Sander, Director of Parks and Recreation

Reviewed and approved by: Pamela Wu, City Manager

Attachments:

A – Cupertino Public Safety Report 2025-02

B – Public Safety Commission Written Comms Sheriff Response

C – Current Sheriffs Contract

ATTACHMENT A

City of Cupertino



February 2025
Statistical Data and
Public Safety Report

Office of the Sheriff
County of Santa Clara

Response Times for Cupertino
2023 - 2025

| Cupertino 2023 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|----------------|---------|-------|-------------|----------|-------|-------------|-------|-------|-------------|-------|-------|-------------|-------|-------|-------------|-------|-------|-------------|-------|-------|-------------|--------|-------|-------------|-----------|-------|-------------|---------|-------|-------------|----------|-------|-------------|----------|-----|----|----------|-------------|-------------|
| Priority | January | | | February | | | March | | | April | | | May | | | June | | | July | | | August | | | September | | | October | | | November | | | December | | | Avg Time | Total Calls | Target Time |
| | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | | | | | | |
| 1 | 7.81 | 6 | 5 | 4.96 | 6 | 5 | 4.45 | 13 | 5 | 7.64 | 8 | 5 | 4.41 | 6 | 5 | 7.61 | 11 | 5 | 5.00 | 8 | 5 | 3.65 | 11 | 5 | 0.92 | 3 | 5 | 9.90 | 3 | 5 | 7.11 | 4 | 5 | 8.10 | 1 | 5 | 5.96 | 80 | 5 |
| 2 | 6.77 | 345 | 9 | 9.84 | 355 | 9 | 8.15 | 386 | 9 | 7.60 | 328 | 9 | 7.36 | 336 | 9 | 7.33 | 369 | 9 | 7.68 | 381 | 9 | 9.26 | 379 | 9 | 4.30 | 425 | 9 | 6.92 | 478 | 9 | 6.16 | 461 | 9 | 5.84 | 424 | 9 | 7.27 | 4667 | 9 |
| 3 | 14.03 | 242 | 20 | 13.22 | 220 | 20 | 13.55 | 291 | 20 | 14.42 | 242 | 20 | 14.42 | 241 | 20 | 15.31 | 286 | 20 | 13.40 | 291 | 20 | 11.64 | 289 | 20 | 5.40 | 401 | 20 | 5.66 | 378 | 20 | 6.54 | 314 | 20 | 6.44 | 292 | 20 | 11.17 | 3487 | 20 |

| Cupertino 2024 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|----------------|---------|-------|-------------|----------|-------|-------------|-------|-------|-------------|-------|-------|-------------|------|-------|-------------|------|-------|-------------|------|-------|-------------|--------|-------|-------------|-----------|-------|-------------|---------|-------|-------------|----------|-------|-------------|----------|-----|----|----------|-------------|-------------|
| Priority | January | | | February | | | March | | | April | | | May | | | June | | | July | | | August | | | September | | | October | | | November | | | December | | | Avg Time | Total Calls | Target Time |
| | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | | | | | | |
| 1 | 7.38 | 6 | 5 | 5.67 | 6 | 5 | 5.47 | 2 | 5 | 4.41 | 3 | 5 | 6.95 | 1 | 5 | 5.16 | 4 | 5 | 4.63 | 2 | 5 | 3.68 | 2 | 5 | 8.10 | 2 | 5 | 5.44 | 4 | 5 | 9.12 | 3 | 5 | 12.72 | 1 | 5 | 6.56 | 36 | 5 |
| 2 | 5.99 | 446 | 9 | 5.68 | 437 | 9 | 6.13 | 476 | 9 | 6.02 | 430 | 9 | 5.93 | 457 | 9 | 5.90 | 521 | 9 | 5.80 | 534 | 9 | 6.63 | 499 | 9 | 6.73 | 492 | 9 | 6.56 | 478 | 9 | 6.13 | 431 | 9 | 6.62 | 476 | 9 | 6.18 | 5677 | 9 |
| 3 | 7.22 | 308 | 20 | 7.55 | 242 | 20 | 7.57 | 294 | 20 | 7.24 | 296 | 20 | 7.66 | 366 | 20 | 8.04 | 347 | 20 | 6.61 | 328 | 20 | 5.53 | 356 | 20 | 6.45 | 322 | 20 | 7.40 | 312 | 20 | 5.85 | 264 | 20 | 5.98 | 254 | 20 | 6.93 | 3689 | 20 |

| Cupertino 2025 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|----------------|---------|-------|-------------|----------|-------|-------------|-------|-------|-------------|-------|-------|-------------|------|-------|-------------|------|-------|-------------|------|-------|-------------|--------|-------|-------------|-----------|-------|-------------|---------|-------|-------------|----------|-------|-------------|----------|--|------|----------|-------------|-------------|
| Priority | January | | | February | | | March | | | April | | | May | | | June | | | July | | | August | | | September | | | October | | | November | | | December | | | Avg Time | Total Calls | Target Time |
| | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | Time | Calls | Target Time | | | | | | |
| 1 | 2.48 | 1 | 5 | 3.10 | 4 | 5 | | | 5 | | | 5 | | | 5 | | | 5 | | | 5 | | | 5 | | | 5 | | | 5 | | | 5 | | | 2.79 | 5 | 5 | |
| 2 | 5.66 | 494 | 9 | 5.62 | 414 | 9 | | | 9 | | | 9 | | | 9 | | | 9 | | | 9 | | | 9 | | | 9 | | | 9 | | | 9 | | | 5.64 | 908 | 9 | |
| 3 | 5.96 | 317 | 20 | 6.87 | 300 | 20 | | | 20 | | | 20 | | | 20 | | | 20 | | | 20 | | | 20 | | | 20 | | | 20 | | | 20 | | | 6.42 | 617 | 20 | |

City of Cupertino Public Safety Report Selected Crimes

| Robbery | Code | Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTAL |
|------------------------------------|-------------------------------------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| | 2110 2115 | 2023 | 1 | 3 | 3 | 2 | 1 | 1 | 2 | 1 | 0 | 0 | 6 | 2 | 22 |
| | | 2024 | 3 | 0 | 5 | 0 | 2 | 3 | 3 | 5 | 0 | 9 | 1 | 2 | 33 |
| | | 2025 | 1 | 2 | | | | | | | | | | | 3 |
| Burglary, Residential | 4590 | Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTAL |
| | | 2023 | 11 | 4 | 9 | 6 | 4 | 3 | 3 | 8 | 8 | 4 | 5 | 3 | 68 |
| | | 2024 | 9 | 6 | 4 | 6 | 10 | 4 | 4 | 9 | 5 | 4 | 10 | 7 | 78 |
| | | 2025 | 13 | 7 | | | | | | | | | | | 20 |
| Burglary, Commercial | 4591 4592 | Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTAL |
| | | 2023 | 9 | 6 | 5 | 4 | 10 | 15 | 12 | 12 | 6 | 5 | 14 | 11 | 109 |
| | | 2024 | 7 | 10 | 8 | 9 | 7 | 7 | 4 | 6 | 14 | 5 | 2 | 1 | 80 |
| | | 2025 | 7 | 8 | | | | | | | | | | | 15 |
| Burglary, Vehicle | 4593 | Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTAL |
| | | 2023 | 13 | 20 | 10 | 9 | 4 | 7 | 8 | 10 | 7 | 4 | 3 | 14 | 109 |
| | | 2024 | 8 | 11 | 5 | 8 | 11 | 14 | 18 | 13 | 2 | 5 | 11 | 6 | 112 |
| | | 2025 | 17 | 26 | | | | | | | | | | | 43 |
| Grand Theft | 4870 | Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTAL |
| | | 2023 | 12 | 11 | 19 | 12 | 7 | 23 | 8 | 11 | 6 | 5 | 12 | 7 | 133 |
| | | 2024 | 15 | 14 | 4 | 7 | 11 | 12 | 10 | 9 | 11 | 13 | 5 | 16 | 127 |
| | | 2025 | 6 | 13 | | | | | | | | | | | 19 |
| Auto Theft | 4703 | Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTAL |
| | | 2023 | 3 | 5 | 2 | 4 | 3 | 2 | 3 | 4 | 2 | 7 | 5 | 1 | 41 |
| | | 2024 | 3 | 0 | 3 | 1 | 2 | 5 | 4 | 6 | 2 | 2 | 1 | 0 | 29 |
| | | 2025 | 1 | 1 | | | | | | | | | | | 2 |
| Vandalism | 5940 5941 | Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTAL |
| | | 2023 | 10 | 3 | 7 | 5 | 9 | 11 | 7 | 6 | 11 | 5 | 2 | 2 | 78 |
| | | 2024 | 2 | 7 | 5 | 6 | 4 | 3 | 3 | 7 | 6 | 6 | 5 | 4 | 58 |
| | | 2025 | 8 | 5 | | | | | | | | | | | 13 |
| Identity Theft Forgery Fraud | 4700 4702 | Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTAL |
| | | 2023 | 11 | 15 | 11 | 17 | 10 | 13 | 17 | 8 | 19 | 15 | 16 | 6 | 158 |
| | | 2024 | 19 | 12 | 12 | 15 | 16 | 25 | 15 | 15 | 18 | 11 | 11 | 15 | 184 |
| | | 2025 | 16 | 10 | | | | | | | | | | | 26 |
| Domestic Violence | 2430 2730 | Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTAL |
| | | 2023 | 5 | 3 | 2 | 6 | 2 | 7 | 4 | 6 | 2 | 2 | 6 | 6 | 51 |
| | | 2024 | 2 | 8 | 3 | 6 | 5 | 3 | 7 | 5 | 1 | 5 | 2 | 2 | 49 |
| | | 2025 | 3 | 1 | | | | | | | | | | | 4 |
| Simple & Aggravated Assaults | 2400 2401 2402 2403 2404 2405 | Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTAL |
| | | 2023 | 3 | 5 | 3 | 7 | 4 | 4 | 5 | 5 | 8 | 1 | 0 | 3 | 48 |
| | | 2024 | 3 | 1 | 2 | 1 | 4 | 2 | 5 | 4 | 2 | 4 | 4 | 3 | 35 |
| | | 2025 | 3 | 4 | | | | | | | | | | | 7 |
| Sex Crimes | 2610 2615 2880 2885 2890 2895 | Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTAL |
| | | 2023 | 0 | 1 | 4 | 1 | 1 | 3 | 4 | 0 | 2 | 2 | 2 | 0 | 20 |
| | | 2024 | 0 | 0 | 1 | 4 | 2 | 0 | 1 | 0 | 2 | 2 | 0 | 1 | 13 |
| | | 2025 | 3 | 1 | | | | | | | | | | | 4 |

City of Cupertino Public Safety Report

| | Code | Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTAL |
|-------------------------------|----------------------------------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| Moving Violations | 8300 | 2023 | 6 | 11 | 13 | 22 | 7 | 9 | 10 | 11 | 9 | 4 | 9 | 9 | 120 |
| | | 2024 | 8 | 16 | 9 | 20 | 8 | 10 | 11 | 11 | 14 | 15 | 49 | 22 | 193 |
| | | 2025 | 23 | 24 | | | | | | | | | | | 47 |
| | | Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTAL |
| Speeding Citations | 8305 | 2023 | 6 | 8 | 6 | 3 | 6 | 5 | 4 | 2 | 5 | 4 | 1 | 3 | 53 |
| | | 2024 | 3 | 5 | 13 | 3 | 6 | 4 | 8 | 2 | 10 | 6 | 7 | 2 | 69 |
| | | 2025 | 5 | 13 | | | | | | | | | | | 18 |
| | | Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTAL |
| Other Citations | 8310 8315 8320 8325 8330 8335 | 2023 | 39 | 58 | 49 | 44 | 60 | 88 | 76 | 91 | 109 | 97 | 56 | 53 | 820 |
| | | 2024 | 81 | 106 | 99 | 55 | 88 | 92 | 55 | 81 | 54 | 64 | 48 | 40 | 863 |
| | | 2025 | 82 | 89 | | | | | | | | | | | 171 |
| | | Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTAL |
| DUIs | 8500 8505 8510 | 2023 | 4 | 2 | 1 | 2 | 0 | 2 | 3 | 4 | 2 | 4 | 2 | 1 | 27 |
| | | 2024 | 1 | 3 | 3 | 0 | 3 | 2 | 6 | 1 | 1 | 1 | 3 | 1 | 25 |
| | | 2025 | 2 | 1 | | | | | | | | | | | 3 |
| | | Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTAL |
| Accidents, Injury | 8000 8005 8030 8035 | 2023 | 3 | 1 | 1 | 2 | 7 | 3 | 6 | 3 | 5 | 4 | 3 | 3 | 41 |
| | | 2024 | 3 | 8 | 2 | 1 | 1 | 0 | 2 | 1 | 2 | 3 | 6 | 1 | 30 |
| | | 2025 | 6 | 5 | | | | | | | | | | | 11 |
| | | Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTAL |
| Accidents, Property Damage | 8010 8015 8020 8025 8040 8045 | 2023 | 3 | 7 | 6 | 8 | 8 | 9 | 10 | 20 | 7 | 10 | 8 | 9 | 105 |
| | | 2024 | 15 | 12 | 15 | 8 | 6 | 13 | 3 | 8 | 10 | 16 | 13 | 7 | 126 |
| | | 2025 | 11 | 9 | | | | | | | | | | | 20 |
| | | Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTAL |
| Accidents, DUI | 8050 8055 8060 | 2023 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 3 |
| | | 2024 | 1 | 0 | 2 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 2 | 0 | 6 |
| | | 2025 | 1 | 3 | | | | | | | | | | | 4 |
| | | Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTAL |

City of Cupertino Public Safety Report

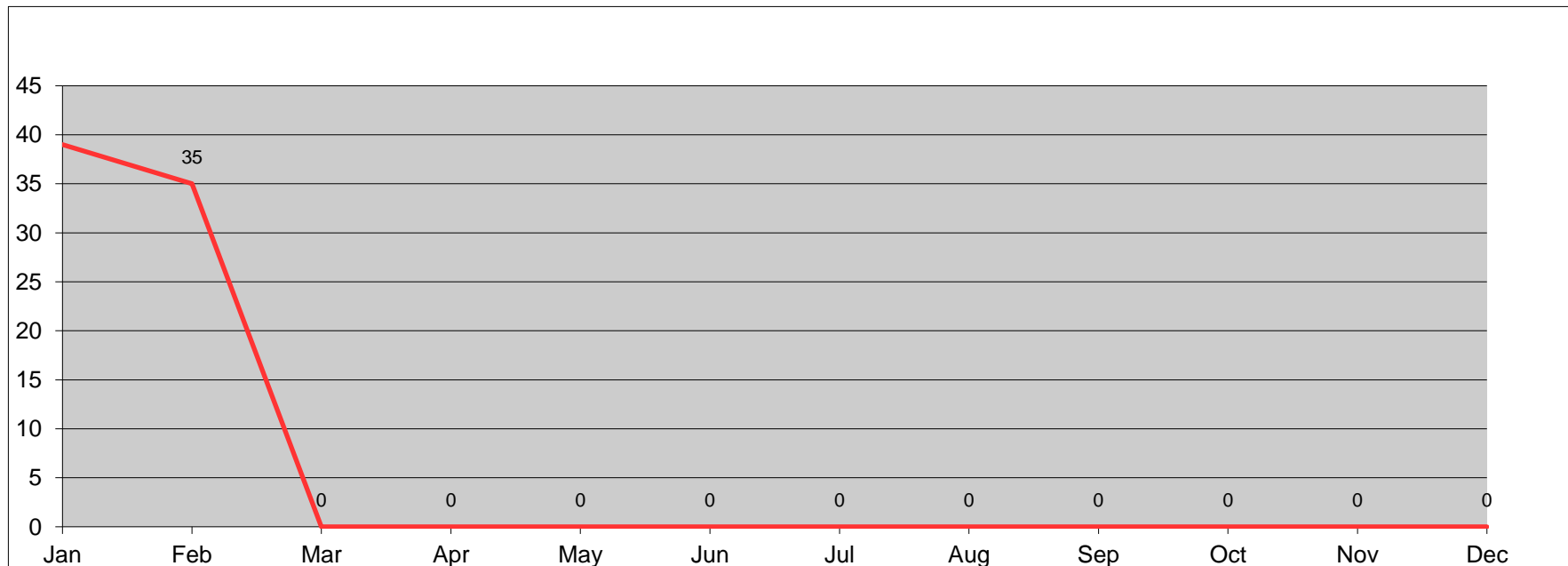
[illegible]

City of Cupertino Public Safety Report

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West Valley Patrol Accidents Cupertino February 2025

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | TOTAL |
|------------------------------------|-----------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|
| Injury (8000, 8005) | 9 | 7 | | | | | | | | | | | 16 |
| Property Damage (8010) | 23 | 15 | | | | | | | | | | | 38 |
| Accident, No Details (8015) | 0 | 0 | | | | | | | | | | | 0 |
| Bike / Pedestrian (8020, 8025) | 1 | 1 | | | | | | | | | | | 2 |
| Hit & Run - Injury (8030, 8035) | 0 | 0 | | | | | | | | | | | 0 |
| Hit & Run - Property Damage (8040) | 4 | 8 | | | | | | | | | | | 12 |
| Hit & Run - No Details (8045) | 1 | 1 | | | | | | | | | | | 2 |
| DUI - Injury (8050, 8055) | 0 | 0 | | | | | | | | | | | 0 |
| DUI - Property Damage (8060) | 1 | 3 | | | | | | | | | | | 4 |
| TOTAL ACCIDENTS | 39 | 35 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 74 |
| | | | | | | | | | | | | | 37.0 |



ATTACHMENT B

From: [Valenzuela, Neil](#)
To: [Rachelle Sander](#)
Subject: FW: Public Safety Commission - questions
Date: Wednesday, March 19, 2025 1:41:12 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



CPT. Neil Valenzuela #1841
West Valley Patrol Division
1601 S. De Anza Boulevard
Cupertino, CA 95014

Office (408) 868-6610

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From: Valenzuela, Neil
Sent: Monday, March 17, 2025 12:46 PM
To: Jay S <jayshrisharma@gmail.com>
Cc: Marta Drown <martad@cupertino.gov>; Flores, Shawn <Shawn.Flores@shf.sccgov.org>
Subject: RE: Public Safety Commission - questions

Hi Jayshri,

Your email was forwarded to me by the Public Safety Commission to address your questions-

1. What measures has the police department taken to address the rise in burglaries

We (the Sheriff's Office) are the police department with the City of Cupertino. We recognize that there have been some recent burglaries in Cupertino, Saratoga, Los Altos and Los Altos Hills.

We have used out analyst to provide known times of burglaries and have taken the steps to increase our patrol presence, in order deter any crimes, respond to residential alarms and conduct patrol checks.

Additionally, we have been working with the City and Marta Drown; in order to ramp up our Neighborhood Watch groups in Cupertino. Active and involved Neighborhood Watch Groups usually do well in deterring any crime in their areas.

2. Has there been increase in police patrols or surveillance

Yes, we have added additional patrol deputies, and we are currently working with the City with the implementation of Automatic License Plate Readers (ALPRs).

ALPRs have been effective in reducing crime in the Town of Los Altos Hills and City of Saratoga, we hope to have similar success within the City of Cupertino.

3. How many arrests have been made in connection with the burglaries and car break ins in Cupertino

Our Deputies and Detectives have made several great arrests over the past months.

Just a few examples are one of our Deputies responded to a residential burglary alarm and located 2 suspects fleeing from the house in Cupertino. Our Deputy was involved in a pursuit with the individuals all the way up to the City of Fremont, where we successfully arrested the individuals for residential burglary.

Another great case is when our deputies were dispatched to an area in Cupertino of a suspicious vehicle. Deputies determined these individuals had broken into several vehicles in the area. Deputies arrested these individuals for multiple counts of auto burglary.

And lastly, one of deputies obtained a DNA sample at a residential burglary and successfully identified three individuals involved in over 24 residential burglaries in Cupertino, Saratoga, and San Jose. These individuals have been arrested and facing multiple charges of residential burglaries.

4. Is there a dedicated task force or special unit handling these cases

We currently have a dedicated task force for retail crime. Our deputies working on burglary suppression are often referred to “BATS” (Burglary and Theft prevention team).

We also have 4 dedicated Detectives to the City that conduct follow-up and processing of evidence.

5. Streets with neighborhood watch and signs posted on their streets are also being burglarized. What else is left to be done by the residents.

I understand the frustration and can be happy to discuss more in person. We need to get the message out to activate alarms and installing shatter alarms or defending the rear-sliding glass door, since this the most common method of the break-in. Also reporting suspicious vehicles (vehicles left running or driving back and forth with the lights out) and suspicious persons, knocking on doors, asking for directions of other information.

Please feel free to reach out to me or the Public Safety Commission for any further follow up – I also recommend you come to one of the Public Safety Meetings.



CPT. Neil Valenzuela #1841
West Valley Patrol Division
1601 S. De Anza Boulevard
Cupertino, CA 95014

Office (408) 868-6610

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From: Jay S <jayshrisharma@gmail.com>

Sent: Thursday, March 13, 2025 5:03 PM

To: City of Cupertino Public Safety Commission <publicsafetycommission@cupertino.gov>

Subject: Public Safety Commission - questions

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Team,

I have been a resident of Cupertino for the past 18+ years and live in a very safe and beautiful neighborhood of Cupertino. But safety is no longer an attribute of Cupertino anymore.

I was a victim of house burglary 6 months ago with over 25k of loss and many homes round me have also been the victim of burglaries and car breaks ins.

- 1) What measures has the police department taken to address the rise in burglaries
- 2) Has there been increase in police patrols or surveillance
- 3) How many arrests have been made in connection with the burglaries and car break ins in Cupertino
- 4) Is there a dedicated task force or special unit handling these cases
- 5) Streets with neighborhood watch and signs posted on their streets are also being burglarized. What else is left to be done by the residents.

Nextdoor has posts every day of burglaries and breaks ins and doesn't seem like anything is being done.

Thanks

Jayshri Yadwadkar

Plan of Execution
Law Enforcement Services Contract
City of Cupertino

Fiscal Year 1997 - 1998

County of Santa Clara
Office of the Sheriff
Field Operations Bureau

PLAN OF SERVICE DELIVERY

Part I, Section A.3 of the Law Enforcement Contract between the County of Santa Clara and the City of Cupertino provides that the Sheriff shall develop a Plan of Service which shall be reviewed and mutually agreed upon by the City and the Sheriff. This Law Enforcement Services Plan is developed to satisfy these provisions of the Law Enforcement Contract.

Responsibility

Under the Contract, it is the responsibility of the Sheriff to provide services to the City, in accordance with this plan. The Sheriff is solely responsible for the administration and supervision of all such services provided under the Contract.

During the term of this agreement, the City agrees not to contract with or purchase from any other entity, public or private, for law enforcement services without the express consent of the Sheriff.

Service Levels

Service levels referred to herein are determined by the amount of hours reported to be provided and charged to the City under the terms of the Contract in each of the service categories of General Law Enforcement, Investigative Services and Supplemental Services. General Law Enforcement includes the patrol of established beats and response to emergency calls and other calls for service.

Plan of Patrol

The patrol established beats will be provided for by the assignment to specific geographical areas of the City by Sheriff's patrol units.

Beat responsibility maps will be provided to the City as updating occurs.

Based on the current Deputy Sheriff's Association Contract, the Sheriff's Field Operations Division, Patrol Section, employs a ten hour workday for its sworn personnel.

Patrol hours will be conducted with marked patrol units, unmarked patrol units, and motorcycles distributed by the Westside Commander as to the shifts, hours, and days of the week to fulfill the contract.

School Resource Officer

During the school year, two deputies to work 10 hours a day, 4 days a week, to perform duties as mutually agreed upon as liaison to elementary and high schools. During summer recess, one deputy will be reassigned to other duties.

Response to Calls for Service

| Average response times for FY 1997 - 1998 | | <u>Goals for 1997 - 1998</u> |
|---|-----------|------------------------------|
| Priority 1: | 4.12 min | 5 min |
| Priority 2: | 8.96 min | 9 min |
| Priority 3: | 19.91 min | 20 min |

Priority 1: A life endangering situation or major felony that requires immediate Sheriff's Office response to preserve life or apprehend the responsible and/or that, due to its nature, requires the widest possible search for recommended units or requires that all channel dispatchers be made aware of the incident.

Priority 2: Any crime against a person that does not require a priority 1 and is either occurring or has occurred within the past 15 minutes or less or any property crime that occurred within the last 10 minutes or less, or any non-crime situation where delayed response leads to a potential danger/hazard to the public.

Priority 3: Any crime which exceeds the time limits of priority 2 (more than 15 minutes for crimes against persons or more than 10 minutes for crimes against property) or other situations which requires the response of a Deputy Sheriff in a timely manner.

Priority 4: Any call for service that does not require a timely response by a Deputy Sheriff.

Average response time has some value in weighing the issue of the number of patrol units assigned to an area. The average response time is affected by several factors:

1. The elapsed time from when the call is received by County Communications until it is dispatched to a patrol unit.
2. Need for an immediate response based on initial reported information.
3. Unit availability during peak time periods.
4. Call stacking by priority/nature of reported information.

Investigative Services.

The initial case investigative responsibility for all reported crimes, misdemeanor and felony, is with the responding patrol officer. The length and/or depth of his initial investigation depends on the time availability of the patrol officer. Cases requiring extensive follow-up investigation are routed to the Detective Section or assigned to appropriate beat units.

Investigative services to the City of Cupertino will be provided by the Technical Services Bureau, Investigative Services Division. The Investigative Services Division, organized by investigative case specialization, investigates most felony and certain serious misdemeanor crime reported to the Sheriff's Department on a weighted case management basis. The Patrol Section conducts follow-up into misdemeanor and traffic investigations by case assignment to appropriate beat units.

All reported felony and certain serious misdemeanor cases are assigned to an investigator for control purposes. Those cases showing no solvable case characteristics are case controlled and monitored by an assigned investigator, assisted by appropriate beat units.

Every reported felony or serious misdemeanor case cannot be successfully investigated to a conclusion. Those cases which indicate appropriate characteristics are focused upon so as to maximize the use of investigative time and cost.

Other Law Enforcement Services

Traffic investigations shall be handled by the two investigators assigned to the Westside Station. These charges are now included in the Westside Station overhead and shared by the three contract cities and the unincorporated areas based on percentage of total general enforcement hours.

The Patrol Section, in fulfilling its responsibilities, provides other services to the City as needed to meet its commitments. Specialized services available to the City include:

Hostage Negotiations Unit

Sheriff's Emergency Response Team

Underwater Recovery Unit

Search and Rescue Unit

Narcotics Unit

Criminal Intelligence Unit

Canine Unit

(including narcotics dogs)

Bomb Unit

(ordinance)

Coordinating agency and providing logistics for
Auto Theft Task Force

Sexual Predators Task Force

Domestic Violence Task Force

Although such units are not routinely used, their existence enhances the capabilities of the Patrol Section in its delivery of services.

Special events which are mutually identified by the Sheriff and the City shall be charged at the actual cost of the event.

Limitation of Charges for 1997 - 1998

Cost recovery of unanticipated special events, requiring significant increases in service provided to the City, shall be negotiated by the Sheriff with the City Manager.

For fiscal year 1997 - 1998, the amount of service (chargeable hours) anticipated by category is shown in Appendix A.

The 1997 - 1998 hourly rate shall remain in effect until July 1, 1998. Hourly rates will be provided in Appendix A. The new Appendix A shall be delivered to the City in accordance with Section II of the Law Enforcement Master Contract.

Service Priorities and Objectives for 1997 - 1998

For the provisions of service during the 1997 - 1998 fiscal year, the following priorities and objectives are established. Sheriff and City agree to follow these priorities and pursue the objectives.

1. Maintenance of Average Response Time

Maintain the annualized average response time for priority 1 and 2 calls for services at or below 7 minutes.

2. Monitor Serious Crime

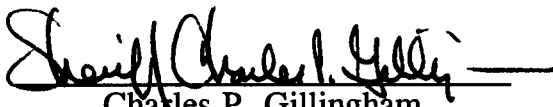
The Sheriff shall monitor the incidence of serious crime within the City by reporting districts and will:

- a. Focus additional patrol in areas of significantly higher activity in an effort to reduce such incidence level; and
- b. Report to the City such developments, including recommendations on measures to reduce these levels.

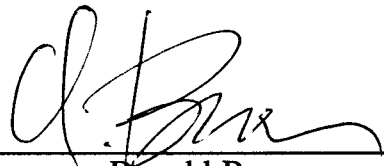
3. Review of Priorities and Objectives

Review, on a quarterly basis, or as otherwise desired, priorities and objectives with the City or its representative.

The above Plan of Service for 1997 - 1998 is hereby approved. It is the intent of the Sheriff to provide services according to this Plan, subject to the terms and conditions of the Law Enforcement Contract. It is the intent of the City to render full cooperation and assistance to the Sheriff in providing the services called for and in meeting the priorities and objectives set forth herein.



Charles P. Gillingham
Sheriff

By _____
Donald Brown
City Manager

Date 7/21/97

Date _____

LAW ENFORCEMENT CONTRACT

THIS IS AN AGREEMENT between the County of Santa Clara, State of California, hereinafter referred to as "County," and the City of Cupertino, State of California, hereinafter referred to as "City."

WHEREAS, County has the legal authority to render law enforcement services and criminal justice administrative services to incorporated cities in the County of Santa Clara and is equipped and willing to do so to the extent and in the manner hereinafter provided; and

WHEREAS, City is primarily responsible for providing law enforcement services within city limits and is desirous of contracting with the County for the rendition of such services; and

WHEREAS, County and City desire to enter into an agreement providing for said services, specifying the nature and extent thereof and establishing compensation to be paid therefore;

NOW, THEREFORE, the parties here to agree as follows:

I. LAW ENFORCEMENT SERVICES

A. Law Enforcement Services

1. Within the corporate limits of City, County shall provide police protection through its Sheriff's Department as may be required by City and as within the capability of the Sheriff to provide. Services to be performed under this Section A include patrol of established beats, responses to emergency calls, investigative services, and other law enforcement services. The cost of such services shall be set forth in Exhibit B attached.
2. The rendition of such services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services shall remain in the discretion of the Sheriff.
3. In the event of a disagreement as to the performance or amount of the services to be provided pursuant to this Section A, the Sheriff or his designee shall meet with the representative(s) of City to review the manner of performance of such services.

B. Supplemental Services

1. Within the corporate limits of City, County shall, through its Sheriff's Department, provide supplemental services as requested by the City, the cost of such services shall be at the rate set forth in Exhibit A. Services to be performed under this Section B shall be provided exclusively within the City limits of City except in an emergency. These services may include, if requested by City, traffic law enforcement beyond the basic services, crime prevention patrols, and other law enforcement services that are capable of being scheduled and within the capability of the Sheriff to provide.
2. The plan of patrol, the hours of coverage and other similar details shall be determined, insofar as it is possible to do so, by the mutual consent of the Sheriff and the City Manager of City.
3. The level of requested supplemental services shall be determined by mutual written agreement between the County and the City prior to the beginning of the fiscal year. The agreed upon level of supplemental service shall remain constant in the fiscal year, except upon sixty (60) days written notice by either party. City may, at any time during the term of this contract, request supplemental service from the Sheriff for a specific period within any fiscal year. Said Agreement for Supplemental Services shall be an addendum to this agreement and shall provide for the type, cost, level and time of such services.

C. Supplemental Reserve Services

These services are provided by reserve deputy sheriffs. Their primary responsibility is the patrolling of the parks within City, the transportation of arrestees from the arrest location to the appropriate jail facility, and additional services as requested by City and approved by the Sheriff's Department.

D. Plan for Service

1. Prior to April of each contract year City shall provide to the Sheriff a written statement of the level of law enforcement service to be provided during the coming contract year. If City fails to request a specific level of service for the coming fiscal year not less than thirty (30) days prior to the start of the fiscal year, County may provide the same level of service as was provided during the previous fiscal year, but for a period of time not to exceed 30 days.
2. In April of each contract year, City and Sheriff shall develop a plan which specifies the level and amount of services to be provided in the ensuing fiscal year.

E. Assignment and Transfer Policy

Sheriff's deputies assigned to provide Law Enforcement Services and Supplemental Services as herein described shall be assigned to City for a period of not less than three years except when a person is reassigned because of promotion or layoff, because a transfer is requested by the individual, or by the City and concurred in by the Sheriff.

Special Assignment personnel (e.g. SRO) shall be assigned to City for a period of not less than five years except when a person is reassigned because of promotion or layoff, because a transfer is requested by the individual, or by the City and concurred in by the Sheriff.

F. Designation of Chief of Police

If City shall so desire, and County and the Sheriff shall so agree, nothing in the agreement prevents or limits City from designating the Sheriff or his designee as its Chief of Police in order to satisfy the provisions of Part I, Division 3, Title 4 of the California Government Code (sections 36501, et seq.). However, this shall not affect the authority of the Sheriff to control and direct employees of his department in carrying out duties and obligations pursuant to this contract and shall not increase any liability to the County arising from this agreement.

G. Disaster Contingency Plan

1. In the event of a major disaster that necessitates the activation of an Emergency Operations Center in City, a Sheriff's representative shall immediately be dispatched and report to the Director of Emergency Services (City Manager).
2. Initial response by a Deputy Sheriff may be the nearest patrol unit or able bodied officer available.
3. A predesignated Sheriff's Emergency Operations Center liaison officer shall be notified as soon as possible to respond to the Emergency Operations Center and coordinate law enforcement responsibilities.
4. The predesignated Emergency Operations Center liaison officers maintained on the active call list shall be available to the Director of Emergency Services.
5. Responsibility for personnel instruction and any specialized training in the Emergency Operations Center shall be provided by City.

H. Criminal Justice Administrative Fee

County shall provide booking and processing services to those arrested persons within the Corporate limits of City, and who are brought to the County jail for booking or detention as set forth in a separate agreement.

I. Communication Services

The County shall, through its Communication Department, provide for emergency communication services in support of the Sheriff's Department and City's operations. Services will include 24 hour per day 9-1-1 telephone answering and radio dispatching of Sheriff's personnel. Services will be provided in accordance with the existing departmental operational procedures.

II. COMPENSATION

A. Compensation for Law Enforcement Services Provided by Sheriff

1. The City shall compensate the County utilizing the 1997-98 base rate established for general law enforcement and county communications (hereinafter "law enforcement"). The parties agree that annual increases to law enforcement service costs shall be limited to the base rate times the percentage increase in total compensation provided to all patrol deputies of the Sheriff's department as set forth in a calculation formula agreed and attached hereto as "Exhibit B" and incorporated herein by reference, or the March to March Consumer Price Index - for San Francisco/Oakland/San Jose - for the Urban Wage Earners (hereinafter "CPI/W") plus 2%, whichever is less. These contractual costs may be adjusted only one (1) time per year to be effective at the start of each fiscal year on July 1.
2. If, during the course of a fiscal year, it appears that the Sheriff will exceed the planned level of service, City or Sheriff shall as soon as possible notify the other party and propose amendments or modifications to the plan of services for the balance of the fiscal year. City or Sheriff shall review any such proposed modifications but is not obligated to approve them. If City does not approve them, the Sheriff is not obligated to provide such services over and above the level of services provided in the plan. City is not obligated to pay for services in an amount greater than the total that has been approved in the plan.
3. In those years during which a contract is to be negotiated between the County of Santa Clara and the Deputy Sheriff's Association, and has not been settled for the purpose of computing increases in this agreement, the County shall utilize the CPI/W plus 2% for computation of said increases. County will subsequently notify City of any increases in rates resulting from the new contract terms, within thirty (30) days of the date of such contract resolution, and if such increase is less than that computed under the CPI/W plus 2%, the amount of said contract for that year will be adjusted accordingly with the decrease retroactive to July 1 of that contract year.
4. County shall specify to City, not less than sixty (60) days prior to the start of City's fiscal year the new projected budget annual contract amount.
5. 1. City shall compensate County at the primary rate, for the "Activity" and "Patrol" time expended in the City. Activity and Patrol time include those categories identified as Codes 671 through 674, 682, 846 and 847c. Additionally, County shall charge city for meal periods, "beat preparation" time, and "securing from beat" time at the rate of ten percent (10%) of the above-referenced hours.

2. "Activity" and "Patrol"* times are identified through the County Patrol Activity Network Analysis (COPANA) and Patrol Activity Report (PAR). A listing of items and their designations as "Activity" or "Patrol" are to be set forth in the attachment to the yearly plan for service.
6. If the annual increase related to compensation for law enforcement services exceeds CPI/W plus 2% in any contract year, the parties shall agree to enter into negotiations for the sole purpose of arriving at a mutually agreed upon alternative.

B. Supplemental/Reserve Service

1. Compensation for all services within Sections I.A., B. and C. to be rendered pursuant to this agreement shall be based upon one of the following five (5) rates per hour of service:
 - a. Primary Rate. This rate is calculated to reflect the average full cost of operating a Sheriff's patrol vehicle.
 - b. Supplemental Day Rate. This rate is calculated according to the cost of operating a one-person Sheriff's vehicle during periods when the night shift differential salary increment is not payable to the deputy who operates the vehicle.
 - c. Supplemental Night Rate. This rate is calculated according to the cost of operating a one-person Sheriff's vehicle during periods when the night shift differential salary increment is payable to the deputy who operates the vehicle.
 - d. Supplemental Reserve Rate. This rate is calculated according to the cost of operating a two- person Reserve Deputy Sheriff's vehicle.
 - e. Investigative Service Rate. This rate is calculated to reflect the average full cost per hour of an investigator's time.
2. City shall compensate County monthly for each hour of Supplemental Service at the rates described above and specified in Exhibit A.

C. Operating Costs of Westside Substation

1. City and County shall share the costs of operating the Westside Substation as follows:
 - a. The City's share of the operating cost will be based upon the 1997-98 base rate established for Westside Substation operation costs . The parties agree that annual increases shall be limited to the base rate times the March to March Consumer Price Index - for San Francisco/Oakland/San Jose - for the Urban Wage Earners (hereinafter "CPI/W") plus 2%, These costs may be adjusted only one (1) time per year to be effective at the start of each fiscal year on July 1
 - b. City shall pay to County monthly that portion of the substation operating costs attributable to City. Any change to the location of the substation, or the cost of the facility over and above the contract language as set forth in II.C.1.a., shall be mutually agreed to by the parties to this agreement.
 - c. For the purposes of this provision of the Agreement (1) "Operating Costs" are defined as the cost of rent, janitorial services, minor repairs, and utilities.
 - d. Prorata share to City for substation costs will not be changed during the term of this agreement due to the loss of any contracting city unless mutually agreed to by the remaining parties to the agreement.

B. Compensation for Criminal Justice Administrative Services

The criminal justice administrative fee is based upon an approved Ordinance No. NS - 300.470.

C. Method of payment for all Services

Compensation for all services shall be paid by City to County in the following manner:

1. The City shall pay to County an amount equal to one-twelfth of the annual projected budget amount in Exhibit B. First payment is due on the tenth day following the last day of each month of the contract year.
2. Adjustment to the law enforcement annual projected budget amount shall be performed on an annual basis as follows:
 - a. The difference between the actual cost of police services for the previous twelve months, as shown by the COPANA report and the amount actually paid by City to County for the previous year's services shall be added to, or subtracted from, the annual amount paid.
 - b. Other police services not included in COPANA Reports shall be reconciled annually for those specific services.
3. Payments, or any portion thereof, not made by City to County within thirty (30) days of the due date shall accrue interest at the rate of ten percent (10%) per annum until paid. Interest so accrued shall be payable to County on the last day of the month in which it accrued.
4. By September 30 following the end of the contract year, County shall provide to City the COPANA report for the entire contract year. If the amount actually paid by City to County exceeds the cost of law enforcement services and operating costs of Westside Station as set forth in the COPANA report, County shall pay to City the amount of such excess by October 1 following the end of the contract year.

Within twenty-one (21) days of receipt of such final COPANA report, City shall pay to County the full amount, if any, by which the costs of police services, as set forth in all COPANA reports for the contract year, exceeds the amount actually paid by City for such services. For purposes of calculating the final amount due to County from City, City's credit for the amount actually paid by City shall not include any interest paid by City due to late monthly payments.

III. REPORTS

A. Monthly Reports

1. County shall provide to City on a monthly basis report(s) on the incidence of crime and "activity" and "patrol" hours expended within City. Said report(s) shall differentiate between "law enforcement services" and "supplemental services," and shall be in a format as agreed upon between County and City
2. County shall provide such month end reports to City within thirty (30) days of the last day of that month.
3. By September 30 following the end of the contract year, County shall provide to City the COPANA report for the entire contract year.
4. Special additional reports requested by City may be provided at cost.

IV. HOLD HARMLESS CLAUSE

- A. The County shall indemnify, defend, and hold harmless the City, its officers, agents and employees from any loss, liability, claim, injury or damage arising out of, or in connection with, performance of the duties and obligations of the County and its employees set forth in this agreement.
- B. The City shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any loss, liability, claim, injury or damage arising out of, or in connection with, performance of the duties and obligations of the City and its employees set forth in this agreement.

V. INSURANCE AND LIABILITY

County and City shall each maintain its own liability insurance coverage, through self-insurance or otherwise, against any claim of civil liability arising out of the performance of this agreement.

VI. TERM OF AGREEMENT

This agreement shall become effective on July 1, 1997, and may be terminated without cause by County or City upon the giving of ninety (90) days written notice of such termination to the other party. In the absence of such notice of termination, this agreement shall be effective for a term of sixty (60) months until June 30, 2002, subject to any modifications which are made in accordance with the terms and conditions of this agreement.

At the expiration of this five (5) year contract, this contract shall be renewed for an additional three (3) year period upon written notice of renewal by City and the County to the other parties at least one hundred eighty (180) days prior to the expiration of this contract.

COUNTY OF SANTA CLARA

Date: JUN 10 1997

By: James T. Beall, Jr.
James T. Beall, Jr., Chair, Board of Supervisors

ATTEST: Phyllis Perez, Clerk
Board of Supervisors

Phyllis Perez

APPROVED AS TO FORM AND LEGALITY:

Brian L Carr 4-24-97
Brian L. Carr, Deputy County Counsel (Date)

CITY OF _____

Date: _____

By: [Signature]
City Manager

APPROVED AS TO FORM AND LEGALITY:

[Signature] May 19, 1997
City Attorney (Date)

The foregoing instrument is a
correct copy of the original
ATTEST: Phyllis A. Perez
Clerk of the Board

By: [Signature]
Deputy Clerk
Date: MAY 21 1998

EXHIBIT A
COUNTY OF SANTA CLARA
APPENDIX "A"
FISCAL YEAR
1997-1998

ADJUSTMENT IN COST FOR LAW ENFORCEMENT RATES AS THEY ARE LISTED IN APPENDIX "A"

GENERAL LAW ENFORCEMENT (PAGE A-8)

| | | |
|-----------------|--------------|---------|
| NEW RATE | 87.63 | |
| OLD RATE | <u>84.16</u> | |
| HOURLY INCREASE | <u>3.47</u> | 4.1231% |

NIGHT SUPPLEMENTAL-MOTORCYCLE (PAGE A-21)

| | | |
|-----------------|--------------|---------|
| NEW RATE | 88.36 | |
| OLD RATE | <u>85.21</u> | |
| HOURLY INCREASE | <u>3.15</u> | 3.6967% |

DAY SUPPLEMENTAL-PATROL CAR (PAGE A-21)

| | | |
|-----------------|--------------|---------|
| NEW RATE | 86.38 | |
| OLD RATE | <u>82.92</u> | |
| HOURLY INCREASE | <u>3.46</u> | 4.1727% |

DETECTIVE (PAGE A-24)

| | | |
|-----------------|---------------|----------|
| NEW RATE | 80.63 | |
| OLD RATE | <u>81.01</u> | |
| HOURLY INCREASE | <u>(0.38)</u> | -0.4691% |

NIGHT SUPPLEMENTAL-PATROL CAR(PAGE A-21)

| | | |
|-----------------|--------------|---------|
| NEW RATE | 88.28 | |
| OLD RATE | <u>84.82</u> | |
| HOURLY INCREASE | <u>3.46</u> | 4.0792% |

PARK PATROL (PAGE A-23)

| | | |
|-----------------|--------------|---------|
| NEW RATE | 31.86 | |
| OLD RATE | <u>30.45</u> | |
| HOURLY INCREASE | <u>1.41</u> | 4.6305% |

DAY SUPPLEMENTAL-MOTORCYCLE(PAGE A-21)

| | | |
|-----------------|--------------|---------|
| NEW RATE | 86.46 | |
| OLD RATE | <u>83.31</u> | |
| HOURLY INCREASE | <u>3.15</u> | 3.7811% |

PROPOSED COSTS
FISCAL YEAR 1997-1998

| | <u>RATES</u> | <u>CUPERTINO</u> | <u>LOS ALTOS HILLS</u> | <u>MONTE SERENO</u> | <u>SARATOGA</u> | <u>UNINCORP. CITIES</u> |
|---|--------------|------------------|----------------------------|-------------------------|-----------------|-----------------------------|
| GENERAL LAW ENFORCEMENT FY 1997-1998 | | | | | | |
| Actual Hours - Activity | | | | | | 6,786.7 |
| Actual Hours - Patrol | | | | | | 6,188.7 |
| 900 Codes (10% of Above Hours) | | | | | | 1,297.5 |
| Total Hours | | 32,100.0 | 6,340.0 | 0.0 | 20,250.0 | 14,272.9 |
| Proj Costs FY 1997-1998 @ \$87.63 | | \$2,812,923 | \$555,574 | \$0 | \$1,774,508 | \$1,250,734 |
| SUPPLEMENTAL PATROL - DAYS: | | | | | | |
| Actual Hours | | 7,200.0 | 0.0 | 0.0 | 2,080.0 | 0.0 |
| Proj Costs FY 1997-1998 @ \$86.38 | | | \$0 | \$0 | \$179,670 | \$0 |
| Cupertino @ \$86.46 | | \$622,512 | | | | |
| SUPPLEMENTAL PATROL - NIGHTS: | | | | | | |
| Actual Hours | | 2,080.0 | 0.0 | 0.0 | 1,248.0 | 0.0 |
| Act. Costs FY 1997-1998 @ \$88.28 | | | \$0 | \$0 | \$110,173 | \$0 |
| Cupertino @ \$88.36 | | \$183,789 | | | | |
| INVESTIGATIVE HOURS: | | | | | | |
| Actual Hours | | 6,330.0 | 350.0 | 0.0 | 2,000.0 | |
| Detective Investigation: | | | | | | |
| Average of last 6 ys(Cup.& Sar.) | | 6,183.7 | 306.8 | | 1,808.8 | 0.0 |
| Proj Costs FY 1997-1998 @ \$80.63 | | \$510,388 | \$28,221 | \$0 | \$161,260 | \$0 |

**PROPOSED COSTS
FISCAL YEAR 1997-1998**

| | <u>RATES</u> | <u>CUPERTINO</u> | <u>LOS ALTOS HILLS</u> | <u>MONTE SERENO</u> | <u>SARATOGA</u> | <u>UNINCORP. CITIES</u> |
|---|--------------|------------------|----------------------------|-------------------------|------------------|-----------------------------|
| RESERVES ACTIVITY HOURS: | | | | | | |
| Actual Hours | | <u>1,650.0</u> | <u>40.0</u> | <u>0.0</u> | <u>430.0</u> | <u>200.0</u> |
| Proj Costs FY 1997-1998 @ \$31.86 | | <u>\$52,569</u> | <u>\$1,274</u> | <u>\$0</u> | <u>\$13,700</u> | <u>\$6,372</u> |
| OPERATING COSTS OF WESTSIDE SUBSTATION: (See Note) | | | | | | |
| Est. Costs FY 1996-1997 Hours 85,571 | | <u>41,380</u> | <u>6,340</u> | <u>0</u> | <u>23,578</u> | <u>14,273</u> |
| Percentage | | <u>48.3575%</u> | <u>7.4091%</u> | <u>0.0000%</u> | <u>27.5537%</u> | <u>16.6797%</u> |
| Proj Costs FY 1997-1998 @ \$90,200 | | <u>43,618</u> | <u>6,683</u> | <u>0</u> | <u>24,853</u> | <u>15,045</u> |
| SUBTOTAL COSTS: | | | | | | |
| Proj Costs FY 1997-1998 | | <u>4,225,799</u> | <u>591,752</u> | <u>0</u> | <u>2,264,164</u> | <u>1,272,151</u> |
| DRIVING UNDER THE INFLUENCE | | | | | | |
| Act. Costs FY 1997-1998 @ \$86.46 (contracted hours:Cup.:3487) (actual hours : Cupertino= Saratoga = | | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| SCHOOLS RESOURCE OFFICER | | | | | | |
| Act. Costs FY 1997-1998 @ \$70.10 | | <u>234,134</u> | <u>0</u> | <u>0</u> | <u>103,748</u> | <u>0</u> |
| TOTAL SHERIFF LAW ENFORCEMENT COSTS | | | | | | |
| Proj Costs FY 1997-1998 | | <u>4,459,933</u> | <u>591,752</u> | <u>0</u> | <u>2,367,912</u> | <u>1,272,151</u> |
| COMMUNICATIONS COSTS | | | | | | |
| Proj Costs FY 1997-1998 | | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |

PROPOSED COSTS
FISCAL YEAR 1997-1998

| | <u>RATES</u> | <u>CUPERTINO</u> | <u>LOS ALTOS HILLS</u> | <u>MONTE SERENO</u> | <u>SARATOGA</u> | <u>UNINCORP. CITIES</u> |
|------------------------------------|--------------|----------------------------|----------------------------|-------------------------|------------------|-----------------------------|
| BOOKING FEES | | | | | | |
| Proj Costs FY 1997-1998 | | <u>98,708</u> | <u>2,185</u> | <u>0</u> | <u>17,119</u> | <u>0</u> |
| TOTAL LAW ENFORCEMENT COSTS | | | | | | |
| Proj.Costs FY 1997-1998 | | <u>4,558,641</u> | <u>593,937</u> | <u>0</u> | <u>2,385,031</u> | <u>1,272,151</u> |
| TOTAL COSTS COMPARISON | | | | | | |
| | | <u>CONTRACT CITIES</u> | <u>UNINCORP. AREA</u> | | | |
| Proj.Costs FY 1997-1998 | | <u>7,537,609</u> | <u>1,272,151</u> | | | |

EXHIBIT B
COMPENSATION FOR SERVICES

Calculation Formula

To calculate the annual projected budget increase to this contract, the following shall apply:

ANNUAL COST OF LIVING INCREASE IN TOTAL COMPENSATION:

Total compensation refers to the amount Santa Clara County Sheriff Department provides for total compensation (salary and benefits) at top step for a 40 hour patrol deputy.

At the subsequent July 1, the new total compensation amount will be divided by the total compensation effective on the prior July 1, to derive a percentage change in total compensation.

The annual projected budget increase in contract costs shall be computed as follows:

Fiscal Year 1997-98

Base Year 1997-98 costs = Appendix "A"

Fiscal Years 1998-99 through 2001-02

Preceding Base Year costs

X

Lessor of Percentage change in total compensation or CPI/W plus 2%

RESOLUTION 9853

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUPERTINO AUTHORIZING EXECUTION OF AGREEMENT WITH SANTA CLARA COUNTY FOR LAW ENFORCEMENT AND EMERGENCY COMMUNICATION SERVICES

WHEREAS, there has been presented to the City Council an agreement between the City of Cupertino and the Santa Clara County setting forth the terms and conditions for provision of law enforcement and emergency communication services for the City; and

WHEREAS, said agreement has been reviewed and approved by the City Manager and the City Attorney;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cupertino hereby approves the aforementioned agreement and authorizes the City Manager and the City Clerk to execute said agreement on behalf of the City of Cupertino.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 19th day of May, 1997, by the following vote:

| <u>Vote</u> | <u>Members of the City Council</u> |
|-------------|--|
| AYES: | Burnett, Chang, Dean, Sorensen, Bautista |
| NOES: | None |
| ABSENT: | None |
| ABSTAIN: | None |

ATTEST:

APPROVED:

/s/ Roberta Wolfe
Deputy City Clerk

/s/ John Bautista
Mayor, City of Cupertino

FIRST AMENDMENT TO 2000-2001 PLAN OF EXECUTION
LAW ENFORCEMENT SERVICES CONTRACT BETWEEN
CITY OF CUPERTINO AND THE SANTA CLARA OFFICE OF THE SHERIFF


This is the first amendment to the "Plan of Execution Law Enforcement Services Contract" for fiscal year 2000 - 2001 between the City of Cupertino (hereinafter "City") and the Office of the Sheriff, Santa Clara County (hereinafter "Sheriff"), collectively referred to as the "parties."

MODIFICATIONS:

Under the current terms of the "Plan of Execution," the Sheriff had supplied a Deputy Sheriff position to perform traffic enforcement. By this document, the parties mutually agree that the Sheriff will replace this Deputy Sheriff position with a Sheriff Sergeant position and that the City will pay for the salary and associated costs of the Sheriff Sergeant's position. Amount and terms of payment will be governed by the "Law Enforcement Contract" between the County of Santa Clara and the City of Cupertino entered into on July 1, 1997 and "Plan of Execution Law Enforcement Services Contract" for fiscal year 2000 - 2001 between the City of Cupertino and the Office of the Sheriff, Santa Clara County.

Except as modified by this first amendment, the 2000-2001 Plan of Execution between the parties shall remain in full force and effect.

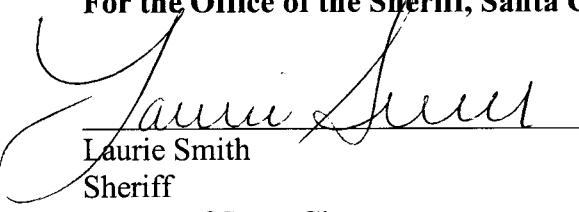
For the City of Cupertino:



David Knapp
City Manager

Date: 5.16.01

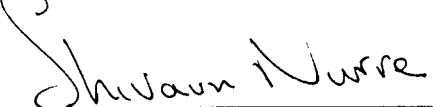
For the Office of the Sheriff, Santa Clara County:



Laurie Smith
Sheriff
County of Santa Clara

Date: 5/18/01

Approved as to form and legality:



Shivaun Nurre
Deputy County Counsel, Santa Clara

Date: May 11 2001

RENEWAL AND AMENDMENT OF LAW ENFORCEMENT CONTRACT
BETWEEN THE COUNTY OF SANTA CLARA AND
THE CITY OF CUPERTINO

The County of Santa Clara and the City of Cupertino parties to the "Law Enforcement Contract" executed June 10, 1997, mutually agree to exercise the renewal provision of Section VI "Term of Agreement" of that contract.

Therefore, the agreement will terminate June 30, 2005. The parties mutually waive the 180-day notice period set forth in Section VI.

The parties further mutually agree that said contract is hereby amended to replace Section II.A (regarding Compensation for Law Enforcement Services Provided by Sheriff), paragraph 1, in its entirety with the following:

1. The City shall compensate the County utilizing the 2001-02 base rate established for general law enforcement and county communications (hereinafter "law enforcement"). The parties agree that annual increases to law enforcement service costs shall be limited to the base rate times the percentage increase in total compensation provided to all patrol deputies of the Sheriff's department as set forth in a calculation formula agreed and attached hereto as "Exhibit B" and incorporated herein by reference for the February to February Consumer Price Index- Urban Wage Earners and Clerical Workers for San Francisco-Oakland-San Jose, CA (maintained by the Bureau of Labor Statistics) (hereinafter "CPI/W") plus 2%, whichever is less. These contractual costs may be adjusted only one (1) time per year to be effective at the start of each fiscal year on July 1.

The parties further mutually agree that said contract is hereby amended to replace Section IV. (regarding hold harmless clause) in its entirety with the following:

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the County and City of Cupertino agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member,

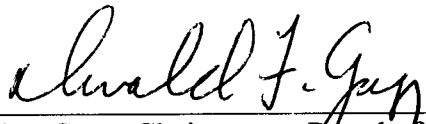
JUN 04 2002

employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

There are no other changes in the Agreement and all other contract provisions will remain in full force and effect.

COUNTY OF SANTA CLARA

JUN 04 2002
Date

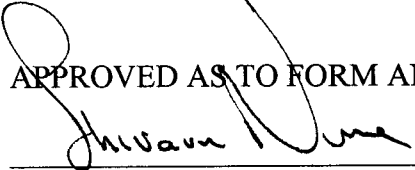
By 
Donald F. Gage, Chairperson, Board of Supervisors

ATTEST: Phyllis Perez, Clerk
Board of Supervisors

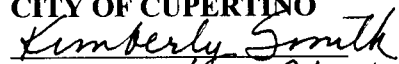


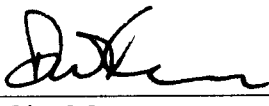
Ann Sloan
Chief Deputy Clerk
of the Board of
Supervisors

APPROVED AS TO FORM AND LEGALITY


Shivaun Nurre, Deputy County Counsel

CITY OF CUPERTINO


Date 7/29/02 City Clerk

By  7.24.02
City Manager

APPROVED AS TO FORM AND LEGALITY



LAW ENFORCEMENT CONTRACT

THIS IS AN AGREEMENT between the County of Santa Clara, State of California, hereinafter referred to as "County," and the City of Cupertino, State of California, hereinafter referred to as "City."

WHEREAS, County has the legal authority to render law enforcement services and criminal justice administrative services to incorporated cities in the County of Santa Clara and is equipped and willing to do so to the extent and in the manner hereinafter provided; and

WHEREAS, City is primarily responsible for providing law enforcement services within city limits and is desirous of contracting with the County for the rendition of such services; and

WHEREAS, County and City desire to enter into an agreement providing for said services, specifying the nature and extent thereof and establishing compensation to be paid therefore;

NOW, THEREFORE, the parties hereto agree as follow:

I. LAW ENFORCEMENT SERVICES

A. Law Enforcement Services

1. Within the corporate limits of City, County shall provide police protection through its Sheriff's Department as may be required by City and as within the capability of the Sheriff to provide. Services to be performed under this section(A)(1) include patrol of established beats, responses to emergency calls, investigative services, and other law enforcement services. The cost of such services shall be set forth in Exhibit A attached.
2. The rendition of such services, the standards of performance, the discipline of officers, and other matters incident to the performance of such services shall remain in the discretion of the Sheriff.
3. In the event of a disagreement as to the performance or amount of the services to be provided pursuant to this section(A)(1), the Sheriff or his/her designee shall meet with the representative(s) of City to review the manner of performance of such services.

B. Supplemental Services

1. Within the corporate limits of City, County shall, through its Sheriff's Department, provide supplemental services as requested by the City. The cost of such services shall be at the rate set forth in Exhibit A. Services to be performed under this section(B)(1) shall be provided exclusively within

the City limits of City except in an emergency. These services may include, if requested by City, traffic law enforcement beyond the basic services, crime prevention patrols, and other law enforcement services that are acceptable of being scheduled and within the capability of the Sheriff to provide.

2. The plan of patrol, the hours of coverage and other similar details shall be determined, insofar as it is possible to do so, by the mutual consent of the Sheriff and the City Manager of City.
3. The level of requested supplemental services shall be determined by mutual written agreement between the County and the City prior to the beginning of the fiscal year. The agreed upon level of supplemental service shall remain constant in the fiscal year, except upon sixty (60) days written notice by either party. City may, at any time during the term of this contract, request supplemental services from the Sheriff for a specific period within any fiscal year. Said Agreement for Supplemental Services shall be an addendum to this agreement and shall provide for the type, cost, level and time of such services.
4. Regional assets shall provide services to City on the same basis as these regional asset services are provided to other law enforcement agencies as provided in mutual aid protocol.

C. Supplemental Reserve Services

These services are provided by reserve deputy sheriffs. Their primary responsibility is the transportation of arrestees from the arrest location to the appropriate jail facility, and additional services as requested by City and approved by the Sheriff's Office.

D. Plan for Service

1. Prior to April of each contract year City shall provide to the Sheriff a written statement of the level of law enforcement service to be provided during the coming contract year. If City fails to request a specific level of service of the coming fiscal year not less than thirty (30) days prior to the start of the fiscal year, County may provide the same level of service as was provided during the previous fiscal year, but for a period of time not to exceed 30 days.
2. In April of each contract year, City and Sheriff shall develop a plan which specifies the level and amount of services to be provided in the ensuing fiscal year.

E. Assignment and Transfer Policy

Sheriff's deputies assigned to provide Law Enforcement Services and Supplemental Services as herein described shall be assigned to City for a period of not less than three years except when a person is reassigned because of promotion or layoff, because a transfer is requested by the individual, or by the City and concurred in by the Sheriff.

Special Assignment personnel (e.g. SRO) shall be assigned to City for a period of not less than five years except when a person is reassigned because of promotion or layoff, because a transfer is requested by the individual, or by the City and concurred in by the Sheriff.

F. Designation of Chief of Police

If City shall so desire, and County and the Sheriff shall so agree, nothing in the agreement prevents or limits City from designating the Sheriff or his designee as its Chief of Police in order to satisfy the provisions of Part I, Division 3, Title 4 of the California Government Code (sections 36501, et seq.). However, this shall not affect the authority of the Sheriff to control and direct employees of this department in carrying out duties and obligations pursuant to this contract and shall not increase any liability to the County arising from this agreement.

G. Disaster Contingency Plan

1. In the event of a major disaster that necessitates the activation of an Emergency Operations Center in City, a Sheriff's representative shall immediately be dispatched and report to the Director of Emergency Services (City Manager).
2. Initial response by a Deputy Sheriff may be the nearest patrol unit or able bodied officer available.
3. A predesignated Sheriff's Emergency Operations Center liaison officer shall be notified as soon as possible to respond to the Emergency Operations Center and coordinate law enforcement responsibilities.
4. The predesignated Emergency Operations Center liaison officers maintained on the active call list shall be available to the Director of Emergency Services.
5. Responsibility for personnel instruction and any specialized training in the Emergency Operations Center shall be provided by City.

H. Criminal Justice Administrative Fee

County shall provide booking and processing services to those arrested persons within the Corporate limits of City, and who are brought to the County jail for booking or detention as set forth in a separate agreement.

I. Communication Services

The County shall, through its Communication Department, provide for emergency communication services in support of the Sheriff's department and City's operations. Services will include 24 hour per day 9-1-1 telephone answering and radio dispatching of Sheriff's personnel. Services will be provided in accordance with the existing departmental operational procedures.

II. COMPENSATION

A. Compensation for Law enforcement Services Provided by Sheriff

1. The City shall compensate the County utilizing the 2004-05 base rate established for general law enforcement and county communications (hereinafter "law enforcement"). The parties agree that the annual increase to law enforcement service costs shall be limited to the base rate times the percentage increase in total compensation (exclusive of PERS) provided to all patrol deputies of the Sheriff's department as set forth in a calculation formula agreed and attached hereto as "Exhibit B" and incorporated herein by reference, or the February to February Consumer Price Index for San Francisco/Oakland/San Jose for the Urban Wage Earners (hereinafter "CPI/W") plus 2%, whichever is less. For years in which compensation is increased in a multi-year contract, the annual increase to law enforcement service costs shall be limited to the average compensation increase for each year of the contract, not to exceed CPI/W plus 2% for each individual year. The increase over the life of the agreement will not exceed the actual cumulative average of CPI/W plus 2% for the ten year agreement. In addition, the city agrees to absorb the percentage increase in actual County PERS costs, adjusted by PERS for averaging. For PERS contributions due in one year and deferred to future years under PERS averaging, the PERS amount deferred shall accrue interest until paid at the rate of 8.25% (same rate charged by PERS to the County). These contractual costs may be adjusted only one (1) time per year to be effective at the start of each fiscal year on July 1.
2. If, during the course of a fiscal year, it appears that the Sheriff will exceed the planned level of service, City or Sheriff shall as soon as possible notify the other party and propose amendments or modifications to the plan of services for the balance of the fiscal year. City or Sheriff shall review any such proposed modifications but is not obligated to approve them. If City

does not approve them, the Sheriff is not obligated to provide such services over and above the level of services provided in the plan. City is not obligated to pay for services in an amount greater than the total that has been approved in the plan. The County agrees that it will not unilaterally reduce the level of law enforcement services without prior consultation with the City.

3. In those years during which a contract is to be negotiated between the County of Santa Clara and the Deputy Sheriff's Association, and has not been settled for the purpose of computing increases in this agreement, the county shall utilize the average CPI/W plus 2% for computation of said increases plus any additional PERS contribution increases. County will subsequently notify city of any increases in rates resulting from the new contract terms, within thirty(30) days of the date of such contract resolution. For years in which compensation is increased in a multi-year contract, the annual increase to law enforcement service costs shall be limited to the average compensation increase for each year of the contract, not to exceed CPI/W plus 2% for each individual year. The increase over the life of the agreement will not exceed the actual cumulative average of CPI/W plus 2% for the ten year agreement.
4. County shall specify to City, not less than sixty (60) days prior to the start of City's fiscal year the new projected budget annual contract amount.
5.
 - a. City shall compensate County at the primary rate, for the "Activity" and "Patrol" time expended in the City. Activity and Patrol time include those categories identified as Codes 671 through 674, 682, 846 and 847c. Additionally, County shall charge city for meal periods, "beat preparation" time and "securing from beat" time at the rate of ten percent (10%) of the above-referenced hours.
 - b. "Activity" and "Patrol" times are identified through the County Patrol Activity Network Analysis (COPANA) and Patrol Activity Report (PAR). A listing of items and their designations as "Activity" or "Patrol" are to be set forth in the attachment to the yearly plan for service.

B. Supplemental/Reserve Service

1. Compensation for all services within Sections I.A., B. and C. to be rendered pursuant to this agreement shall be based upon one of the following five (5) rates per hour of service:

- a. **Primary Rate.** This rate is calculated to reflect the average full cost of operating a Sheriff's patrol vehicle.
 - b. **Supplemental Day Rate.** This rate is calculated according to the cost of operating a one-person Sheriff's vehicle during periods when the night shift differential salary increment is not payable to the deputy who operates the vehicle.
 - c. **Supplemental Night Rate.** This rate is calculated according to the cost of operating a one-person Sheriff's vehicle during periods when the night shift differential salary increment is payable to the deputy who operates the vehicle.
 - d. **Supplemental Reserve Rate.** This rate is calculated according to the cost of operating a two-person Reserve Deputy Sheriff's Vehicle.
 - e. **Investigative Service Rate.** This rate is calculated to reflect the average full cost per hour of an investigator's time.
2. City shall compensate County monthly for each hour of Supplemental Service at the rates described above and specified in exhibit A.

C. Base Rent and Operating Costs of Westside Substation

1. City and County shall share the costs of renting and operating the Westside Substation as follows:
 - a. The City's share of the base rent and operating cost will be based upon the lease agreement between the County and Limar Realty Group dated 8/30, 2004. The monthly base rent will increase 3% each year commencing November 8, 2005 and City shall be responsible for its share of this base rent increase. City shall be responsible for any increase in operating expenses and real estate taxes allocated to the building to the extent that such expenses exceed costs incurred in the 2004 Base Year. Yearly increases in controllable operating costs (other than insurance, taxes and utilities) shall be capped at 5%. These operating costs may be adjusted only one (1) time per year to be effective at the start of each fiscal year on July 1.
The City's share of the operating cost and base rent will be a prorated amount based upon the actual billable hours as indicated in the COPANA reports. For budgeting purposes estimates are provided in the plan of execution of law enforcement services contract provided each year.

- b. City shall pay to County monthly that portion of the substation operating costs attributable to City. Any change to the location of the substation, or the cost of the facility over and above the contract language as set forth in II.C.1.a., shall be mutually agreed to by the parties to this agreement.
- c. For the purposes of this provision of the Agreement (1) "Operating Costs" are defined as the cost of rent, janitorial services, minor repairs, and utilities and all other costs the County is required to pay under the lease agreement for the substation..
- d. Prorata share to City for substation costs will not be changed during the term of this agreement due to the loss of any contracting city unless mutually agreed to by the remaining parties to the agreement.

D. Compensation for Criminal Justice Administrative Services

The criminal justice administrative fee is based upon an approved Ordinance No. NS – 300.470.

E. Method of payment for all Services

Compensation for all services shall be paid by City to County in the following manner:

1. The City shall pay to County an amount equal to one-twelfth of the annual projected budget amount as calculated in Exhibit B.. First payment is due on the tenth day following the last day of each month of the contract year.
2. Adjustment to the law enforcement annual projected budget-amount shall be performed every three years after the initial year of the contract as follows:
 - a. The difference between the actual cost of police services for the previous three years, as shown by the COPANA report and the amount actually paid by City to County for those services shall be added to, or subtracted from, the amount paid for the prior three years.
 - b. Other police services not included in COPANA Reports shall be reconciled every three years for those specific services.
3. Payments, or any portion thereof, not made by City to County within thirty (30) days of the due date shall accrue interest at the rate of ten percent

(10%) per annum until paid. Interest so accrued shall be payable to county on the last day of the month in which it accrued.

4. By September 30 following the end of each of the contract reconciliation years, County shall provide to City the COPANA report for the entire contract years. If the amount actually paid by City to County exceeds the cost of law enforcement services and operating costs of Westside Station as set forth in the COPANA report, County shall pay to City the amount of such excess by October 1 following the end of the contract year.

Within twenty-one (21) days of receipt of such final COPANA report, city shall pay to County the full amount, if any, by which the costs of police services, as set forth in all COPANA reports for the contract year, exceeds the amount actually paid by City for such services. For purposes of calculating the final amount due to County from City, City's credit for the amount actually paid by City shall not include any interest paid by City due to late monthly payments.

III. REPORTS

A. Monthly Reports

1. County shall provide to City on a monthly basis report(s) on the incidence of crime and "activity" and "patrol" hours expended within City. Said report(s) shall differentiate between "law enforcement services" and "supplemental services," and shall be in a format as agreed upon between County and City.
2. County shall provide such month end reports to City within thirty (30) days of the last day of that month.
3. By September 30 following the end of the contract year, County shall provide to City the COPANA report for the entire contract year.
4. Special additional reports requested by City may be provided at cost.

IV. HOLD HARMLESS CLAUSE

- A. The County shall indemnify, defend, and hold harmless the City, its officers, agents and employees from any loss, liability, claim, injury or damage arising out of, or in connection with, performance of the duties and obligations of the County and its employees set forth in this agreement.
- B. The City shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any loss, liability, claim, injury or damage arising out

of, or in connection with, performance of the duties and obligations of the City and its employees set forth in this agreement.

- C. This mutual indemnification agreement is adopted pursuant to Government code section 895.4 and in lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government code section 895.6.

V. INSURANCE AND LIABILITY

County and City shall each maintain its own liability insurance coverage, through self-insurance or otherwise, against any claim of civil liability arising out of the performance of this agreement.

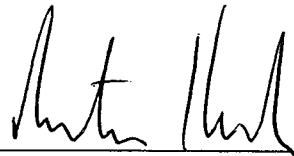
VI. TERM OF AGREEMENT

This agreement shall become effective on 7-1-04, and may be terminated without cause by County or City upon the giving of one-hundred and eighty (180) days written notice of such termination to the other party. In the absence of such notice of termination, this agreement shall be effective for a term of one hundred and twenty (120) months until 7-1-14, subject to any modifications which are made in accordance with the terms and conditions of this agreement. If City elects to terminate this Agreement prior to the expiration of the ten-year term, the City shall nonetheless pay the full amount of its pro-rata share remaining on County tenant improvements, moving costs and remaining lease commitments for the Westside substation.

At the expiration of this ten (10) year contract, this contract can be renewed for an additional five (5) year period upon written notice of renewal by City and the County to the other parties at least one hundred eighty (180) days prior to the expiration of this contract.

COUNTY OF SANTA CLARA

Date: October 21, 2004

By: 
Pete Kutas
County Executive

APPROVED AS TO FORM AND LEGALITY:

DKM 10-7-04
David Kahn, Deputy County Counsel (Date)

CITY OF Cupertino

Date: 9.9.04

By: David W. Kuyper
City Manager

APPROVED AS TO FORM AND LEGALITY:

[Signature]
City Attorney (Date)

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EXHIBIT A
PROPOSED COSTS
FISCAL YEAR 2004-2005

| | <u>RATES</u> | <u>CUPERTINO</u> | <u>LOS ALTOS HILLS</u> | <u>SARATOGA</u> | <u>UNINCORP. CITIES</u> |
|------------------------------------|--------------|--------------------|----------------------------|--------------------|-----------------------------|
| GENERAL LAW ENFORCEMENT | | | | | |
| Proposed Hours - Activity | | | | | 6,786.7 |
| Proposed Hours - Patrol | | | | | 4,438.7 |
| 900 Codes (10% of Above Hours) | | | | | 1,122.5 |
| Total Hours | | <u>34,598.0</u> | <u>5,321.0</u> | <u>19,014.0</u> | <u>12,347.9</u> |
| Proj Costs FY 2004-2005 @ \$117.04 | | <u>\$4,049,350</u> | <u>\$622,770</u> | <u>\$2,225,399</u> | <u>\$1,445,198</u> |
| SUPPLEMENTAL PATROL - DAYS: | | | | | |
| Proposed Hours | | <u>7,200.0</u> | <u>43.0</u> | <u>3,831.9</u> | <u>0.0</u> |
| Proj Costs FY 2004-2005 @ \$115.51 | | | \$4,967 | \$442,623 | \$0 |
| Cupertino @ \$115.11 | | <u>\$828,792</u> | | | |
| SUPPLEMENTAL PATROL - NIGHTS: | | | | | |
| Proposed Hours | | <u>2,080.0</u> | <u>0.0</u> | <u>2,000.0</u> | <u>0.0</u> |
| Proj Costs FY 2004-2005 @ \$117.55 | | | \$0 | \$235,100 | \$0 |
| Cupertino @ \$117.15 | | <u>\$243,672</u> | | | |
| INVESTIGATIVE HOURS: | | | | | |
| Proposed Hours | | 6,830.0 | 566.0 | 2,200.0 | |
| Detective Investigation: | | | | | |
| Average of last 6 yrs (Cup.& Sar.) | | <u>6,183.7</u> | <u>306.8</u> | <u>1,808.8</u> | <u>0.0</u> |
| Proj Costs FY 2004-2005 @ \$109.73 | | <u>\$749,456</u> | <u>\$62,107</u> | <u>\$241,406</u> | <u>\$0</u> |

**EXHIBIT A
PROPOSED COSTS
FISCAL YEAR 2004-2005**

| | <u>RATES</u> | <u>CUPERTINO</u> | <u>LOS ALTOS HILLS</u> | <u>SARATOGA</u> | <u>UNINCORP. CITIES</u> |
|---|--------------|--------------------|----------------------------|--------------------|-----------------------------|
| RESERVES ACTIVITY HOURS: | | | | | |
| Proposed Hours | | <u>1,650.0</u> | <u>22.0</u> | <u>340.0</u> | <u>200.0</u> |
| Proj Costs FY 2004-2005 @ \$34.19 | | <u>\$56,414</u> | <u>\$752</u> | <u>\$11,625</u> | <u>\$6,838</u> |
| OPERATING COSTS OF WEST VALLEY SUBSTATION: | | | | | |
| Est. Costs FY 2003-2004 Hours 86,436 | | <u>43,878</u> | <u>5,364</u> | <u>24,846</u> | <u>12,348</u> |
| Percentage | | <u>50.7636%</u> | <u>6.2057%</u> | <u>28.7450%</u> | <u>14.2857%</u> |
| Proj Costs July - Oct 2004 @ \$106,560 | | <u>18,031</u> | <u>2,204</u> | <u>10,210</u> | |
| Proj Costs Nov 04 - June 05 @ \$327,795 | | <u>110,934</u> | <u>13,561</u> | <u>62,816</u> | |
| Total Proj Costs of Substation | | <u>\$128,965</u> | <u>\$15,765</u> | <u>\$73,026</u> | <u>\$0</u> |
| SUBTOTAL COSTS: | | | | | |
| Proj Costs FY 2004-2005 | | <u>\$6,056,649</u> | <u>\$706,361</u> | <u>\$3,229,179</u> | <u>\$1,452,036</u> |
| PROJECTED SPECIAL SERVICES | | | | | |
| Projected Hours FY 2004-2005 | | <u>1,803</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| Proj Costs-Cupertino Sergeant @ \$74.64 | | <u>\$0</u> | | | |
| Proj Costs-Saratoga DARE Officer | | <u>\$0</u> | | <u>\$50,112</u> | |
| SCHOOLS RESOURCE OFFICER | | | | | |
| Proj Costs FY 2004-2005 @ \$93.83 | | <u>\$147,875</u> | <u>\$0</u> | <u>\$130,478</u> | <u>\$0</u> |
| TOTAL SHERIFF LAW ENFORCEMENT COSTS | | | | | |
| Proj Costs FY 2004-2005 | | <u>\$6,204,524</u> | <u>\$706,361</u> | <u>\$3,409,769</u> | <u>\$1,452,036</u> |
| OTHER COSTS | | | | | |
| Proj Costs FY 2004-2005 | | <u>\$0</u> | <u>\$0</u> | <u>\$0</u> | <u>\$0</u> |

EXHIBIT A
PROPOSED COSTS
FISCAL YEAR 2004-2005

| | <u>RATES</u> | <u>CUPERTINO</u> | <u>LOS ALTOS HILLS</u> | <u>SARATOGA</u> | <u>UNINCORP. CITIES</u> |
|------------------------------------|--------------|----------------------------|----------------------------|--------------------|-----------------------------|
| BOOKING FEES | | | | | |
| Proj Costs FY 2004-2005 | | <u>\$118,002</u> | <u>\$3,418</u> | <u>\$22,927</u> | <u>\$0</u> |
| TOTAL LAW ENFORCEMENT COSTS | | | | | |
| Proj Costs FY 2004-2005 | | <u>\$6,322,526</u> | <u>\$709,779</u> | <u>\$3,432,696</u> | <u>\$1,452,036</u> |
| TOTAL COSTS COMPARISON | | | | | |
| | | <u>CONTRACT CITIES</u> | <u>UNINCORP. AREA</u> | | |
| Proj Costs FY 2004-2005 | | <u>\$10,465,001</u> | <u>\$1,452,036</u> | | |

Law Enforcement Contract
Exhibit B
Compensation for Services

To calculate the annual projected budget increase to this contract, the following shall apply:

ANNUAL COST OF LIVING INCREASE IN TOTAL COMPENSATION:

1. Total compensation refers to the amount Santa Clara County Sheriff Department provides for total compensation (salary and benefits) at top step for a 40-hour patrol deputy.
2. At the subsequent July 1, the new total compensation amount (exclusive of PERS) will be divided by the total compensation effective on the prior July 1 (exclusive of PERS), to derive a percentage change in total compensation.

The annual projected budget increase in contract costs shall be computed as follows:

Fiscal Year 2004-05:

Base Year 2004-05 costs = costs as shown in Exhibit A to this Agreement.

Fiscal Years 2005-06 through 2014-15:

Preceding Base Year Costs

X

Lesser of Percentage change in total compensation or CPI/W plus 2%
(For years in which compensation is increased in a multi-year contract, the annual increase to law enforcement service costs shall be limited to the average compensation increase for each year of the contract, not to exceed CPI/W plus 2% for each individual year.)

Plus

Percentage Change (Increase/Decrease) in Actual County PERS Costs

FIRST AMENDMENT TO AGREEMENT BY AND BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF CUPERTINO

This is the **First** Amendment to the Agreement between the County of Santa Clara (County) and **the City of Cupertino** (City) entered into on **August 5, 2014**, for law enforcement services to the City.

On August 5, 2014, the Board of Supervisors approved this Agreement.

This Agreement is amended as follows effective May 21, 2024:

1. **Key Provision Change: Compensation**

Key Provision, **AGREEMENT TERM II. A. 1.** the first sentence, related to Compensation for Law Enforcement Services Provided by the Sheriff, on page **4** of the Agreement is amended to read: "The City shall compensate the County utilizing the Fiscal Year 2024/2025 base rate established for general law enforcement and county communications (hereinafter "law enforcement"). The remainder of the language in Section II. A. 1. shall remain in effect.

2. **Key Provision Change: Base Rent and Operating Costs of Westside Substation**

Key Provision, **AGREEMENT TERM II. C. 1. a.** on pages **6-7, related to Base Rate and Operating Costs of Westside Substation** is amended to read: "The City's share of the base rent and operating cost of Westside Substation will be based upon the lease agreement between the County and Dollinger Properties, LLC. The monthly base rent will increase 2.5% each year commencing November 8, 2024, and City shall be responsible for its share of this base rent increase. City shall be responsible for any increase in operating expenses and real estate taxes allocated to the building to the extent that such expenses exceed costs incurred in the FY2024/2025 Base Year. Yearly increases in controllable operating costs (other than insurance, taxes, and utilities) shall be capped at 5%. These operating costs may be adjusted only one (1) time per year to be effective at the start of each fiscal year on July 1." The remainder of the language in Section II. C.1. a. shall remain in effect.

3. **Key Provision Change: Term of Agreement**

Key Provision, **AGREEMENT TERM VI.** related to Term of Agreement, on page **9** of the Agreement is amended to read: "This agreement shall become effective on July 1, 2024, and may be terminated without cause by County or City upon the giving of one-hundred and eighty (180) days written notice of such termination to the other party. In the absence of such notice of termination, this agreement shall be effective for a term of twenty-four (24) months through June 30, 2026, subject to any modifications which are made in accordance with the terms and conditions of this agreement. If City elects to terminate this Agreement prior to the expiration of the term, the City shall nonetheless pay the full amount of its pro-rata share remaining on the County tenant improvements, moving costs, and remaining lease commitments for the West Valley substation." The following language is hereby deleted: "At the expiration of this ten (10) year contract, this contract can be renewed for an additional five (5) year period upon written notice of renewal by the City and the County to the other parties at least one hundred eighty (180) days prior to the expiration of this contract."

4. **Add Exhibit A: Fiscal Year 2024-2025 Proposed Costs:**

Exhibit A: Fiscal Year 2024-2025 Proposed Costs attached hereto this First Amendment is added to the Agreement and incorporated herein by this reference.

Board of Supervisors: Sylvia Arenas, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian

County Executive: James R. Williams

First Amendment to Agreement By and Between the County of Santa Clara and the City of Cupertino.

Approved: 05/21/2024

5. Replace Exhibit B:

Remove **Exhibit B: Compensation for Services** in its entirety and replace with **Exhibit B: Law Enforcement Contract Compensation for Services**, attached hereto this First Amendment and incorporated herein by this reference.

All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the original Agreement and this First Amendment, this First Amendment controls.

The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.


IN WITNESS WHEREOF, COUNTY and CITY OF CUPERTINO hereby agree to the terms of this First Amendment to the Contract.

COUNTY OF SANTA CLARA


Susan Ellenberg
President, Board of Supervisors

Date: MAY 21 2024


CITY OF CUPERTINO


Pamela Wu
City Manager, City of Cupertino

Date: 6/14/2024


Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:


Curtis Boone
Acting Clerk of the Board

Date: MAY 21 2024

APPROVED AS TO FORM AND LEGALITY


City Counsel, City of Cupertino
Attorney

Date: 6/14/2024

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:

Stephanie M. Jackson
Deputy County Counsel

Date: 5/15/2024

Board of Supervisors: Sylvia Arenas, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian
County Executive: James R. Williams

First Amendment to Agreement By and Between the County of Santa Clara and the City of Cupertino.

Exhibit A: 2024-2025 Proposed Costs

Proposed Hours

Fiscal Year 2024-2025

| | Cupertino | Los Altos Hills | Saratoga | Unincorporated Areas | Total |
|--|---------------|-----------------|---------------|----------------------|----------------|
| General Law Enforcement Services (Primary Rate) | | | | | |
| Proposed Hours | 41,881 | 5,421 | 20,060 | 14,696 | 82,058 |
| Supplemental Services - Traffic Enforcement - Day | | | | | |
| Proposed Hours - Enforcement Vehicle - Deputy Sheriff | 1,803 | - | - | - | 1,803 |
| Proposed Hours - Motorcycle - Deputy Sheriff | 5,447 | 1,860 | 4,195 | - | 11,502 |
| Total Proposed Hours | 7,250 | 1,860 | 4,195 | - | 13,305 |
| Investigative Services | | | | | |
| Proposed Hours | 5,100 | 750 | 2,400 | - | 8,250 |
| Supplemental Reserve Services | | | | | |
| Proposed Hours | 200 | 22 | 68 | - | 290 |
| Total Proposed Hours | 54,431 | 8,053 | 26,723 | 14,696 | 103,903 |
| Traffic Sergeant | | | | | |
| Number of Traffic Sergeant | 1 | - | - | - | |
| School Resources Officer | | | | | |
| Number of SRO | 2 | - | 1 | - | |

PROPOSED CONTRACT COSTS**Fiscal Year 2024-2025**

| | Cupertino | Los Altos Hills | Saratoga | Unincorporated Areas |
|---|---------------------|------------------------|--------------------|---------------------------------|
| General Law Enforcement Services | | | | |
| Proposed Costs | \$12,788,363 | \$1,655,302 | \$6,125,321 | \$4,487,424 |
| Supplemental Services - Traffic Enforcement - Day | | | | |
| Proposed Costs | \$2,193,343 | \$562,555 | \$1,269,219 | \$0 |
| Investigative Services | | | | |
| Proposed Costs | \$1,325,235 | \$194,888 | \$623,640 | \$0 |
| Supplemental Reserve Services | | | | |
| Proposed Costs | \$15,400 | \$1,694 | \$5,236 | \$0 |
| Traffic Sergeant | | | | |
| Proposed Costs | \$570,774 | \$0 | \$0 | \$0 |
| School Resources Officer | | | | |
| Proposed Costs | \$725,330 | \$0 | \$317,332 | \$0 |
| (Cupertino - 1 SRO @ 85% and 1 SRO @ 75%; Saratoga - 1 SRO @ 70%) | | | | |
| Operating Costs Of West Valley Substation | | | | |
| Proposed Costs | \$279,769 | \$41,389 | \$137,355 | \$75,536 |
| Overtime | \$0 | \$200,000 | \$0 | \$0 |
| Total Proposed Contract Costs | \$17,898,214 | \$2,655,828 | \$8,478,103 | \$4,562,960 |
| Total Capped Costs * | \$17,916,051 | \$2,661,025 | \$8,479,808 | \$4,553,260 |
| Amount in Excess of of/ (Below Budget Cap) | (\$17,837) | (\$5,197) | (\$1,705) | \$9,700 |

*Increase in costs capped at the lesser of CPI+2% or the average compensation increase and PERS increase

COSTS COMPARISON BETWEEN
Fiscal Years 2023-2024 and 2024-2025

| | | Cupertino | Los Altos Hills | Saratoga | Unincorporated Areas |
|--|--------------|--------------|-----------------|-------------|----------------------|
| General Law Enforcement Services | | | | | |
| Budgeted Costs | FY 2023-2024 | \$11,756,416 | \$1,521,729 | \$5,631,043 | \$4,125,314 |
| Proposed Costs | FY 2024-2025 | \$12,788,363 | \$1,655,302 | \$6,125,321 | \$4,487,424 |
| Change (\$) | | \$1,031,947 | \$133,573 | \$494,278 | \$362,110 |
| Change (%) | | 8.78% | 8.78% | 8.78% | 8.78% |
| Supplemental Services - Traffic Enforcement - Day | | | | | |
| Budgeted Costs | FY 2023-2024 | \$2,509,784 | \$516,755 | \$1,165,888 | \$0 |
| Proposed Costs | FY 2024-2025 | \$2,193,343 | \$562,555 | \$1,269,219 | \$0 |
| Change (\$) | | (\$316,441) | \$45,800 | \$103,331 | \$0 |
| Change (%) | | -12.61% | 8.86% | 8.86% | |
| Investigative Services | | | | | |
| Budgeted Costs | FY 2023-2024 | \$1,815,480 | \$189,113 | \$605,160 | \$0 |
| Proposed Costs | FY 2024-2025 | \$1,325,235 | \$194,888 | \$623,640 | \$0 |
| Change (\$) | | (\$490,245) | \$5,775 | \$18,480 | \$0 |
| Change (%) | | -27.00% | 3.05% | 3.05% | |
| Supplemental Reserve Services | | | | | |
| Budgeted Costs | FY 2023-2024 | \$24,090 | \$1,606 | \$4,964 | \$0 |
| Proposed Costs | FY 2024-2025 | \$15,400 | \$1,694 | \$5,236 | \$0 |
| Change (\$) | | (\$8,690) | \$88 | \$272 | \$0 |
| Change (%) | | -36.07% | 5.48% | 5.48% | |
| Traffic Sergeant | | | | | |
| Budgeted Costs | FY 2023-2024 | \$539,190 | \$0 | \$0 | \$0 |
| Proposed Costs | FY 2024-2025 | \$570,774 | \$0 | \$0 | \$0 |
| Change (\$) | | \$31,584 | \$0 | \$0 | \$0 |
| Change (%) | | 5.86% | 0.00% | 0.00% | |
| School Resources Officer | | | | | |
| Budgeted Costs | FY 2023-2024 | \$637,308 | \$0 | \$278,822 | \$0 |
| Proposed Costs | FY 2024-2025 | \$725,330 | \$0 | \$317,332 | \$0 |
| Change (\$) | | \$88,022 | \$0 | \$38,510 | \$0 |
| Change (%) | | 13.81% | 0.00% | 13.81% | |

Unincorporated

Areas

Cupertino

Los Altos Hills

Saratoga

Operating Costs Of West Valley Substation

| | | | | | |
|----------------|--------------|-----------|----------|-----------|----------|
| Budgeted Costs | FY 2023-2024 | \$284,858 | \$38,064 | \$126,322 | \$69,468 |
| Proposed Costs | FY 2024-2025 | \$279,769 | \$41,389 | \$137,355 | \$75,536 |
| Change (\$) | | (\$5,089) | \$3,325 | \$11,033 | \$6,068 |
| Change (%) | | -1.79% | 8.74% | 8.73% | 8.73% |

Overtime

| | | | | | |
|----------------|--------------|-----|-----------|-----|-----|
| Budgeted Costs | FY 2023-2024 | \$0 | \$200,000 | \$0 | \$0 |
| Proposed Costs | FY 2024-2025 | \$0 | \$200,000 | \$0 | \$0 |
| Change (\$) | | \$0 | \$0 | \$0 | \$0 |
| Change (%) | | | 0% | | |

| | | | | | |
|-----------------------------|---------------------|---------------------|--------------------|--------------------|--------------------|
| Total Budgeted Costs | FY 2023-2024 | \$17,567,126 | \$2,467,267 | \$7,812,199 | \$4,194,782 |
| Total Proposed Costs | FY 2024-2025 | \$17,898,214 | \$2,655,828 | \$8,478,103 | \$4,562,960 |
| Change (\$) | | \$331,088 | \$188,561 | \$665,904 | \$368,178 |
| Change (%) | | 1.88% | 7.64% | 8.52% | 8.78% |

FY 2024-2025 Budget Cap

| | | Cupertino | Los Altos Hills | Saratoga | Unincorporated Areas |
|---|---------------------|---------------------|--------------------|--------------------|-------------------------|
| Total Budgeted Costs | FY 2023-2024 | \$17,567,126 | \$2,467,267 | \$7,812,199 | \$4,194,782 |
| Adjusted Total Budgeted Costs - Excluding Operating Costs of West Valley Substation and Overtime | FY 2024-2025 | \$16,248,254 | \$2,229,203 | \$7,685,877 | \$4,125,314 |
| Annual Allowable Increase Including PERS | 8.54% | \$1,388,028 | \$190,433 | \$656,576 | \$352,410 |
| FY2024-2025 Capped Costs | | \$17,636,282 | \$2,419,636 | \$8,342,453 | \$4,477,724 |
| FY2024-2025 Operating Costs of West Valley Substation | | \$279,769 | \$41,389 | \$137,355 | \$75,536 |
| Overtime | | \$0 | \$200,000 | \$0 | \$0 |
| Total FY2024-2025 Budget Cap | | \$17,916,051 | \$2,661,025 | \$8,479,808 | \$4,553,260 |
| FY 2024-2025 Proposed Costs | | \$17,898,214 | \$2,655,828 | \$8,478,103 | \$4,562,960 |
| Amount in Excess of or (Below Budget Cap) | | (\$17,837) | (\$5,197) | (\$1,705) | \$9,700 |

Exhibit B:
Law Enforcement Contract
Calculation of Annual Compensation

To calculate the annual projected budget increase to this contract, the following shall apply:

ANNUAL COST OF LIVING INCREASE IN TOTAL COMPENSATION:

1. Total compensation refers to the amount Santa Clara County Sheriff Department provides for total compensation (salary and benefits) at top step for a 40-hour patrol deputy.
2. At the subsequent July 1, the new total compensation amount (exclusive of PERS) will be divided by the total compensation effective on the prior July 1 (exclusive of PERS), to derive a percentage change in total compensation.

The annual projected budget increase in contract costs shall be computed as follows:

Fiscal Year 2024/2025:

Base Year 2024/2025 costs = costs as shown in Exhibit A to this Agreement.

Fiscal Years 2024/2025 through 2025/2026:

Preceding Base Year Costs

X

Lesser of Percentage change in total compensation or Consumer Price Index- Urban Wage Earners and Clerical Workers (CPI/W) plus 2% (For years in which compensation is increased in a multi-year contract, the annual increase to law enforcement service costs shall be limited to the average compensation increase for each year of the contract, not to exceed CPI/W plus 2% for each individual year.)

Plus

Percentage Change (Increase/Decrease) in Actual County PERS Costs