



City of Santa Fe Springs

City Council Special Meeting

March 10, 2011

NEW BUSINESS

Law Enforcement Agreement Between Cities of Whittier and Santa Fe Springs

RECOMMENDATION

That the City Council approve the Attached Law Enforcement Agreement Between the Cities of Whittier and Santa Fe Springs.

HISTORY

For 37 years prior to 1995, the City of Santa Fe Springs contracted with the Los Angeles County Sheriff's Department for Law Enforcement Services. Although quality of service was rarely an issue with the Sheriff's Department, spiraling costs, attrition of officers and a lack of focused attention from Sheriff Department's upper management were not uncommon, and, in fact, grew more and more prevalent on into the early 1990's. At its September 22, 1994 meeting, the Santa Fe Springs City Council unanimously approved a recommendation to study the feasibility of contracting for sworn police services from the City of Whittier. The feasibility study was completed and presented to Santa Fe Springs and Whittier's respective City Councils. In early 1995 the two cities agreed in principle to entering into a contractual relationship for the provision of law enforcement services. In the subsequent months an agreement was drafted and executed, and, on October 1, 1995, at 12:01 a.m., the City of Whittier began providing law enforcement services to the City of Santa Fe Springs.

Over the past 15, Whittier Police Department has served the community of Santa Fe Springs admirably and with distinction. Staff feels strongly that the efficacy of the Council's decision to contract with Whittier Police Department has been borne out for the community many times over, both in terms of cost savings and quality of service. The Santa Fe Springs/Whittier Experience (Partnership) has proven that, when it comes to policing, there is a viable "third-way" for communities beyond creating one's own police department or contracting with the Sheriff's. For Santa Fe Springs, the partnership has allowed us to reap the benefits of a "contract city" relationship, but also affords us greater input and involvement in policy and operational issues than we otherwise would have with the Sheriff.

Like any relationship, especially inter-agency ones, success is contingent upon not only strong interpersonal/personnel relationships, but also through a strong contractual foundation. The success of the interpersonal relationships is contingent upon strong leadership from the two parties (both from the City Councils and from the Executive Leadership of the two cities). Since assuming the position of City Manager, my discussions and interactions with the Whittier Leadership Team, inclusive of Steve Helvey, Jeff Collier, Nancy Mendez, Jeff



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Piper and Aviv Bar, have given me the confidence to say that the staffs of the two cities see eye-to-eye in terms of the goals and objectives of the policing efforts in Santa Fe Springs. This is especially true with the new leadership provided by Chief Piper. Chief Piper, as well as Captain Bar, were part of the original policing team in Santa Fe Springs and understand the dynamics that drove us away from the Sheriff's in the first place, and appreciate the strong connections that existed between the two cities at the onset of the contract, as well as the areas of divergence that emerged in the recent past.

As it relates to the contractual relationship between the two cities, the reality is that the original Agreement worked well for many years in providing a contractual framework articulating the necessary expectations and responsibilities to allow the two agencies to flourish, while at the same time not being so restrictive and limiting to not allow for the agencies to evolve and adapt over time as needed. That said, the original Agreement, which still governs the relationship between the two cities, has never been amended. This is not necessarily problematic, but the transition in leadership that has/is occurring in both cities has prompted the notion that the Agreement should be reviewed and, at the very minimum, modernized to reflect the current state of operations.

Why Revise Contract Now

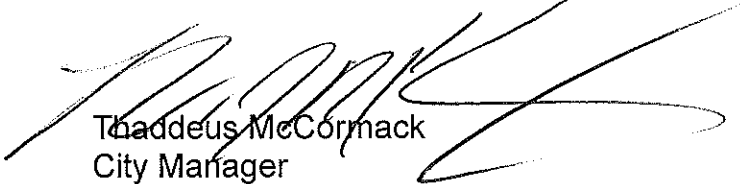
As stated above, the original Agreement between the two cities has never been amended. Neither has it been voted on by either Council since its adoption, in that the extensions heretofore have been effectuated through an Evergreen provision. The looming "changing of the guard" in both cities (both in terms of City Management and Police Department leadership) and the significant capital investment that the City of Whittier was making in building its new Police Head Quarters, prompted both City Councils to designate Council sub-committees to meet to discuss updating the Agreement.

The Joint Council Sub-Committees met multiple times, beginning in January of 2009 and ultimately came to agreement on key "deal points" of contract revisions, the most significant of which dealt with the term of the agreement and related termination provisions, as well as updated indemnification language. In summary, Whittier agreed to Santa Fe Springs' desire for a shorter contract term (3 years) in exchange for more consequential termination provisions. In addition, it was agreed that indemnification, which was essentially one-sided in the original agreement, would now be more reciprocal between the two cities.

The two cities staffs were tasked with collectively drafting language that captured the agreed upon provisions. Santa Fe Springs Director of Finance and Administrative Services Jose Gomez took the lead for Santa Fe Springs in that regard, with his counterpart in Whittier acting on their behalf. The process of

translating the agreed upon deal points into contract language began in the latter part of 2009, but was hampered by the emerging and ultimately all-consuming budget challenges that both cities faced, which diverted the respective staffs of the two cities away from word-smithing the Law Enforcement contract. Nonetheless, work persisted, albeit at a slower pace. Final touches to the language of the Draft contract were agreed upon at the staff level in late summer 2010. However, again, pressing fiscal issues prevented the agreement from being brought back to the respective City Councils. As well, the retirements of the Santa Fe Springs City Manager and Director of Police Services delayed the consideration of the Agreement further.

Beginning in December 2010, with consultation of the outgoing City Manager and Director Police Services, the newly appointed Director of Police Services, Director of Finance and Administrative Services, City Attorney and I have been reviewing the final draft of the contract and are prepared to bring it to the City Council for its consideration, as well as answer any questions that it may have. Staff believes that contracting for police services with the City of Whittier provides the City with the best prospect to maintain sustainable police service levels in Santa Fe Springs.


Thaddeus McCormack
City Manager

ATTACHMENTS

Draft "New" Agreement
Original Agreement
Summary of Changes

Draft “New” Agreement

LAW ENFORCEMENT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of ~~July~~¹, 2010, by and between the City of SANTA FE SPRINGS, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as "SANTA FE SPRINGS" and the City of WHITTIER, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as "WHITTIER".

WITNESSETH

WHEREAS, WHITTIER operates and maintains a Police Department in accordance with all applicable laws of the State of California; and

WHEREAS, the parties hereto desire, by the execution of this Agreement, to provide for the rendering of Law Enforcement services in and for SANTA FE SPRINGS, by WHITTIER; and

WHEREAS, both parties hereto have determined that the public interest, convenience and necessity require the execution of this Agreement; and

WHEREAS, this Agreement shall provide an effective means by which SANTA FE SPRINGS can achieve the goals and objectives of SANTA FE SPRINGS adopted General Plan Safety Element; and

WHEREAS, this Agreement shall provide WHITTIER with a means to enhance the services to WHITTIER by its Police Department through the provision of additional community safety resources and by improving efficiency through the recovery of fixed overhead costs; and

WHEREAS, this Agreement is entered into pursuant to the provisions of Government Code Section 55631 through 55634, the Joint Exercise of Powers Act (Government Code Section 6500 et seq.) and any and all authority;

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises hereinabove stated, the parties hereto agree as follows:

1. GENERAL PROVISIONS

A. PURPOSE OF THE AGREEMENT

It is recognized that in certain situations the use of police officers to

perform police duties outside of the territorial limits of a municipality, where such officers are legally employed, may be desirable and necessary in order to preserve and protect the health, safety and welfare of the public. SANTA FE SPRINGS is desirous of continuing to contract with WHITTIER for the performance within the boundaries of SANTA FE SPRINGS, of the law enforcement functions set forth herein. Therefore, the purpose of this Agreement is to allow WHITTIER to provide Law Enforcement Services to SANTA FE SPRINGS.

B. GENERAL POLICIES

The term CITY MANAGER as used in this agreement refers to the City Managers of SANTA FE SPRINGS and WHITTIER, or their designees.

The City Managers shall have responsibility for the general administration of this Agreement.

The City Manager of SANTA FE SPRINGS, or his designee, shall have the general duty and responsibility of providing to the City Manager of WHITTIER general policies relative to the furnishing of police services by WHITTIER to SANTA FE SPRINGS subject to the provisions of this Agreement. The Chief of Police of WHITTIER and his staff shall have authority and control over the day-to-day police operations and the procedural manner in which these general policies shall be carried out. The Chief of Police of WHITTIER, with respect to SANTA FE SPRINGS, shall have the authority extended to the position under federal, state and local laws and regulations.

The WHITTIER Chief of Police, or his designee, and the SANTA FE SPRINGS Director of Police Services, or his designee, agree to work toward the full coordination and integration of the functions performed under this Agreement by WHITTIER with the organization, staff and resources of the SANTA FE SPRINGS Department of Police Services.

The execution of this Agreement shall not preclude SANTA FE SPRINGS and/or WHITTIER from seeking and obtaining any federal or state grant relating to any police service or function.

The City Managers of SANTA FE SPRINGS and WHITTIER may propose modifications of the Agreement which materially affect the furnishing of police services or affect the total bottom-line cost of the fiscal year contract. Such material modification of the terms of

this Agreement shall be made through either the annual budget process or by formal City Council legislative action through each respective CITY.

Periodically, the WHITTIER Chief of Police, or his designee, and the SANTA FE SPRINGS Director of Police Services, or his designee may, with mutual consent, implement refinements and/or modifications to this joint service effort in order to continue gaining maximum benefits from this relationship. These refinements or modifications to day-to-day operation may be made insofar as they do not materially affect the total bottom-line cost for the fiscal year.

As appropriate, the WHITTIER Chief of Police, or his designee, and the SANTA FE SPRINGS Director of Police Services, or his designee may, by mutual consent, issue administrative policies and procedures to carry out the purposes of this agreement.

The final authority for selection, assignment, and discipline of officers and other matters relevant to the performance of such services, and the control of WHITTIER personnel shall remain with WHITTIER. Formal complaints related to WHITTIER police personnel conduct in SANTA FE SPRINGS shall be formally received and investigated through the established complaint procedure then in effect within the WHITTIER Police Department. Informal concerns related to WHITTIER police operations or personnel conduct in SANTA FE SPRINGS may be reviewed for the purposes of resolution in accordance with procedures mutually agreed upon by the WHITTIER Chief of Police, or his designee, and the SANTA FE SPRINGS Director of Police Services, or his designee.

Generally, officers assigned to SANTA FE SPRINGS will serve for a period of four (4) years unless adjusted for specific officers by the Chief of Police of WHITTIER. The Chief of Police of WHITTIER, or member of his command staff, will consult with and give due consideration to input from the Director of Police Services of SANTA FE SPRINGS, or his designee, as to the assignment, including early re-assignment out of SANTA FE SPRINGS, of any WHITTIER police officer assigned to SANTA FE SPRINGS.

Responsibility for employee labor relations and related issues will be the sole and exclusive responsibility of WHITTIER. These responsibilities shall include, but not be limited to, the ability to establish WHITTIER employee salaries and benefits. SANTA FE SPRINGS shall not be called upon to assume any liability, current or future, for the payment of WHITTIER employee salaries,

benefits or other forms of compensation, unless set forth by the terms of this Agreement.

Should WHITTIER's obligation to furnish services through the use of Whittier City Employees to SANTA FE SPRINGS under this Agreement be subjected to interruption on account of strikes, boycotts or other forces beyond the control of WHITTIER, there shall be a pro-rata adjustment of amounts payable to WHITTIER for services not rendered. In the event of any such strike or boycott, WHITTIER will exert any and all reasonable means available to continue police services to SANTA FE SPRINGS. In such an event SANTA FE SPRINGS may take any action it deems necessary to secure and provide law enforcement services. The WHITTIER Chief of Police and the SANTA FE SPRINGS Director of Police Services may meet the law enforcement needs of SANTA FE SPRINGS through any means deemed practical with the agreement of both City Managers or their respective designees.

SANTA FE SPRINGS and WHITTIER shall by mutual agreement establish the forms of identification unique to the uniformed personnel and vehicles involved in the performance of this Agreement. With the consent of WHITTIER, SANTA FE SPRINGS may, at its cost, provide uniforms, equipment and training to WHITTIER employees assigned to SANTA FE SPRINGS in addition to those provided within the approved contract budget.

2. SERVICES TO BE PERFORMED

A. SCOPE OF SERVICES

WHITTIER shall provide police protection services within SANTA FE SPRINGS for and during the term of this Agreement. Such services shall be performed in accordance with state statutes and the municipal ordinances of SANTA FE SPRINGS, except for any SANTA FE SPRINGS ordinances designated by the City Manager of SANTA FE SPRINGS, or his/her designee, for enforcement by other authorities.

B. EMERGENCY SERVICES

Notwithstanding the foregoing provisions, if in the sole judgment of the Chief of Police of WHITTIER or any member of his

management and supervision staff; an emergency arises in WHITTIER which requires temporary diversion of officers and vehicles from SANTA FE SPRINGS, the same may be diverted to WHITTIER on an emergency basis and to the extent emergencies in SANTA FE SPRINGS require additional police support, the Chief of Police of WHITTIER, or management and supervision staff, may divert personnel and vehicles from WHITTIER to SANTA FE SPRINGS for any emergencies under the auspices of mutual aid. As necessary, the Chief of Police of WHITTIER, or his designee, shall coordinate police resources with SANTA FE SPRINGS' Emergency Disaster Plan and the City Emergency Command organization.

3. FACILITIES, VEHICLES, EQUIPMENT AND PROPERTY

A. FACILITIES

SANTA FE SPRINGS shall provide such offices, lockers, briefing, investigative interview and meeting rooms for the WHITTIER employees assigned to SANTA FE SPRINGS as are necessary to perform their duties set forth within this Agreement. Additionally, SANTA FE SPRINGS shall provide facilities for the storage, maintenance and fueling of all equipment owned and maintained by SANTA FE SPRINGS. The utilities, equipment, supplies, support services and staff necessary for the operation of these facilities shall be provided by SANTA FE SPRINGS at its sole cost and expense. SANTA FE SPRINGS shall retain ownership of all such facilities and the contents therein. There shall be no cost or expense to WHITTIER for the use of these facilities.

B. VEHICLES AND EQUIPMENT

SANTA FE SPRINGS hereby bails to WHITTIER all equipment and property, as identified in EXHIBIT A, for the purpose of providing police service in SANTA FE SPRINGS. The bailment shall commence on the day that this Agreement becomes effective, or as mutually agreed to, and shall terminate when mutually agreed upon by both parties or as otherwise stipulated by this Agreement. WHITTIER may use the equipment for any lawful purpose, including use in connection with investigations and law enforcement activities in all areas under WHITTIER's jurisdiction. WHITTIER shall exercise due care for the safekeeping of equipment. SANTA FE SPRINGS will acquire public safety vehicles and provide all necessary replacement, gasoline, lubricants, maintenance and repairs for the vehicles. WHITTIER has the right to inspect said vehicles prior to acceptance. SANTA FE SPRINGS shall assume responsibility for ensuring that all vehicles have been inspected or

otherwise tested in accordance with the laws of the State of California and the United States. WHITTIER shall exercise due diligence in the use of vehicles to maintain the vehicles in good working order and condition. In the event of damages to a vehicle, WHITTIER agrees to notify SANTA FE SPRINGS to that effect in writing.

By mutual agreement, the City Managers of SANTA FE SPRINGS and WHITTIER can administratively add or delete vehicles and equipment for purposes of creating the bailment relationship described within this Agreement.

C. TECHNICAL SUPPORT

The City Managers, or designees, of SANTA FE SPRINGS and WHITTIER may enter into such administrative agreements between the CITIES or between the CITIES and vendors which may be necessary to provide the technical support system to accomplish the purposes of this Agreement. Such agreements would be entered into within existing applicable policies of each respective CITY.

4. TIME FOR PERFORMANCE

The term of the police service contract is for three (3) years, commencing July 1, 2010~~1~~ and terminating June 30, 2013~~2~~. After the initial three (3) year period of performance, this Agreement and each and every term and provision hereof shall be deemed extended for successive three year extension terms commencing with July 1 of each term subsequent, such extension terms to automatically renew until WHITTIER has received from SANTA FE SPRINGS written notice that the term of this Agreement shall terminate at the end of the then current contract term. Such written notice shall be considered effective only if received by WHITTIER at least eighteen (18) months prior to the proposed termination date indicated thereon. At the option of the CITIES and by mutual agreement of the City Councils, this Agreement may be extended in longer increments.

5. AGREEMENT COSTS

A. SERVICES RENDERED UNDER THIS AGREEMENT

For the provision of all services rendered under this Agreement, all expenses associated therewith shall pay WHITTIER for police protection services for the period July 1, 2010~~1~~ to June 30, 2011~~2~~. Every year thereafter for the term of the contract, the annual budget for the provision of police services for SANTA FE SPRINGS shall be reviewed by WHITTIER and SANTA FE SPRINGS during the

WHITTIER budget process and a proposed budget for the following fiscal year shall be submitted to the CITY MANAGERS, or designees, for approval. Both Councils will act during the normal course of budget adoption to implement annual terms of agreement.

B. CONTRACT COST RATE ADJUSTMENT

The aggregate annual rate adjustments shall be limited to actual approved budgeted amounts required to fulfill the policing obligations of this contract. Both City Managers, or designees, shall agree to meet on an annual basis to discuss growth during any one year over the previous year to determine alternatives available to minimize contract increases.

The annual contract cost to SANTA FE SPRINGS will be determined as part of the WHITTIER and SANTA FE SPRINGS annual budget process. WHITTIER shall provide to SANTA FE SPRINGS by May 1 of each year, a proposed contract rate and disclose and identify outstanding variables for the subsequent CITY budget year. The CITIES shall meet and exchange input regarding this rate in an effort to reach a common understanding as to the proposed final rate level. Such discussions shall focus on determinations as to the actual cost of providing the required services. By June 15 of each year, WHITTIER shall provide to SANTA FE SPRINGS a rate for the budget year commencing on July 1 of that year. The CITIES may administratively mutually agree to extend these notification dates should circumstances necessitate such. Once the final rate is established, both cities shall agree to meet and discuss the annual payment schedule as identified below and a revised budget document.

C. CONTRACT EXPENDITURE ACCOUNTING

The Controller of WHITTIER and Director of Finance and Administrative Services of SANTA FE SPRINGS shall maintain separate accounting records with regard to all appropriations and expenditures associated with this Agreement. Quarterly reports shall be provided to each CITY as to the budgetary status of all accounts. WHITTIER shall perform a year-end budgetary clean-up for previous fiscal year to be completed by August 30 of each year and a copy provided to SANTA FE SPRINGS through the term of this contract.

D. WHITTIER EMPLOYEE OVERTIME COSTS AND BILLINGS

This Agreement recognizes two forms of overtime compensation for WHITTIER employees assigned under this Agreement when such may be necessary to perform the functions defined herein. Such compensation shall be administered as follows:

1) Operational Overtime

Operational Overtime compensation is defined as overtime necessary to fulfill the contract staffing requirements and to sustain effective WHITTIER Police Department law enforcement operation in SANTA FE SPRINGS. It shall be authorized by WHITTIER within existing WHITTIER Police Department policies. Operational Overtime will encompass:

- a) Shift extensions for patrol, investigations and records
- b) Personnel shortages for patrol, investigations and records
- c) K-9 callout
- d) Forensics callout
- e) Operational related meetings
- f) Tactical Team deployment for SANTA FE SPRINGS related cases

Court, holiday and training related overtime is intended to be excluded from this section and will be billed individually through line items in the contract. WHITTIER Police Department will provide to SANTA FE SPRINGS, overtime expenditures on a quarterly basis.

2) Discretionary Overtime

Overtime compensation may be approved for WHITTIER personnel when such is required for coverage of special assignments, outside of the agreed upon staffing requirements as defined under this agreement. Such overtime shall be classified as "Discretionary Overtime" and must be approved prior to use by Director of Police Services of SANTA FE SPRINGS.

3) Funding Overtime

Funding for both forms of overtime shall be included in the SANTA FE SPRINGS budget. WHITTIER shall bill SANTA FE SPRINGS on a monthly basis for Operational Overtime

expended in the prior month. Remittance of such billings shall be made within 30 days of invoice receipt. WHITTIER shall make a reasonable effort to stay within the annual budgeted overtime expense.

Discretionary Overtime will be billed at a rate established annually as part of the contract budget process. Billings for Discretionary Overtime shall be submitted by WHITTIER to SANTA FE SPRINGS on a monthly basis for the prior month and shall be remitted within 30 days of invoice receipt. Such billings shall document the date and type of assignment for which Discretionary Overtime was incurred.

E. ADJUSTMENTS IN SERVICES

For any adjustment to the services rendered by WHITTIER under this Agreement which has a corresponding impact to the annual budget for policing services in SANTA FE SPRINGS by WHITTIER set forth each year, such modification of this Agreement shall be made by SANTA FE SPRINGS in the form of a written request submitted to the WHITTIER City Council for approval in the form of a resolution or it may be approved as part of the WHITTIER and SANTA FE SPRINGS annual budget processes.

Prior to taking action to approve such modifications, WHITTIER and SANTA FE SPRINGS shall mutually agree as to the cost adjustments to the annual budget which are warranted by such actions. Such cost determinations shall be made on the basis of the actual cost of reducing or providing the modified service request.

Cost adjustments will be effective on the date of the modification, or as otherwise agreed upon by the CITIES. It is specifically understood that all material modifications must be in writing and any oral requests or approvals of such material adjustments in services and any approvals from WHITTIER shall be barred and are unenforceable.

F. PAYMENT PROCEDURE FOR POLICE SERVICES

SANTA FE SPRINGS agrees to pay WHITTIER in consideration for the services to be performed by WHITTIER, a monthly sum. SANTA FE SPRINGS will pay one-twelfth of the annual contract cost, on or before the first of the month in which payment is due. These funds will be wire transferred or transferred in such a manner to insure that these funds are on deposit in the appropriate WHITTIER account.

In the event of a change in the scope of work, the corresponding change in contract cost will be computed and a revised monthly payment schedule will be provided to SANTA FE SPRINGS by WHITTIER in a reasonable and timely manner.

G. SURPLUS MONEY

The consideration herein to be paid to WHITTIER will not result in any surplus money and no moneys shall be subject to refund to SANTA FE SPRINGS at any time during or after termination of the Agreement, unless there are overpayments made due to billing or payment error. If overpayment funds are accumulated by WHITTIER, those funds will be returned to SANTA FE SPRINGS along with a contract reconciliation.

H. SANTA FE SPRINGS POLICE SERVICES REVENUES

Narcotic Asset Forfeiture Seizure Funds generated from within the boundaries of incorporated SANTA FE SPRINGS shall be shared with SANTA FE SPRINGS on an equally divided basis. Such funds will be remitted by WHITTIER directly to SANTA FE SPRINGS for deposit in its Asset Seizure Funds account. Costs directly associated with the investigation and seizure will be deducted by both Cities prior to any consideration of the allocation of funds.

All other revenues generated from actions of SANTA FE SPRINGS assigned WHITTIER personnel on behalf of or within the geographical boundaries of SANTA FE SPRINGS, shall remain with SANTA FE SPRINGS.

Narcotic Asset Forfeiture Seizure funds generated within the boundaries of incorporated WHITTIER, where sworn personnel assigned to SANTA FE SPRINGS assist in the investigation and/or seizure of those funds, will be shared. The amount of the funds allocated to SANTA FE SPRINGS will be mutually agreed upon by the Chief of Police of WHITTIER and the Director of Police Services of SANTA FE SPRINGS based on the involvement and participation of the officer(s). Costs directly associated with the investigation and seizure will be deducted prior to any consideration of the allocation of funds along with any fees to be paid to outside agencies as mutually determined by WHITTIER and SANTA FE SPRINGS.

6. TERMINATION

A. TERMS AND NOTICES

This Agreement may be terminated with or without cause by SANTA FE SPRINGS or WHITTIER by written notice that the term of this Agreement shall be terminated. Such written notice shall be effective only if received by WHITTIER or SANTA FE SPRINGS at least eighteen (18) months prior to the proposed termination date indicated thereon. Any such notice of intent to terminate this Agreement must be in the manner prescribed in the section entitled "NOTICES" of this Agreement. Upon the effective date of termination, WHITTIER shall return to SANTA FE SPRINGS copies of all relevant police reports, data, reports, summaries, computer disks, and all such other information and materials as WHITTIER may have accumulated in performing this Agreement as pertaining to SANTA FE SPRINGS.

B. TERMINATION BUY-OUT

Should proper termination procedures and notices be followed, as set forth herein, it is understood that disposition of equipment and personnel must be resolved. The following procedures shall be followed in such an event.

In the event that WHITTIER gives notice of termination, SANTA FE SPRINGS will be reimbursed with documented costs associated with the termination.

If WHITTIER gives Notice of Termination, resolution of personnel matters, shall be the responsibility of WHITTIER.

If SANTA FE SPRINGS gives notice of termination, it shall be liable to make their normal and customary contract payments through the termination of the contract and the following payments related to the severance:

- 1) SANTA FE SPRINGS shall deposit funds with WHITTIER for the estimated costs of the workers compensation and liability claims occurring through the term of the contract and an amount for the IBNR (incurred, but not reported claims) as provided by a mutually agreed upon actuary. Funds held by WHITTIER for this purpose will earn interest, calculated in a manner consistent with other funds held by WHITTIER. This interest will be credited to SANTA FE SPRINGS' deposit account. Actual costs that are incurred by WHITTIER for these employees for any period in the future will be billed to

SANTA FE SPRINGS and paid by them. Should their IBNR deposit be in excess of the claims actually incurred, the excess will be promptly refunded to SANTA FE SPRINGS.

- 2) SANTA FE SPRINGS shall pay all costs to relocate Whittier employees and equipment from the Police Services facilities in Santa Fe Springs to the Police facilities in Whittier. SANTA FE SPRINGS equipment that cannot be possessed by SANTA FE SPRINGS because of it has no sworn law enforcement status, can be either transferred to another eligible law enforcement agency pursuant to state and/or federal statutes, or may be sold or transferred to WHITTIER.
- 3) SANTA FE SPRINGS shall reimburse WHITTIER for the cost of severing any employees that are displaced by WHITTIER as a result of the contract termination. These costs shall include any severance payments authorized to the employees by the Whittier City Council, which would minimally include salary and benefits for the severance period. In addition, any costs resulting from unemployment claims filed by these employees will be billed to SANTA FE SPRINGS on a monthly basis.
- 4) SANTA FE SPRINGS shall reimburse WHITTIER for all CalPERS retirement costs, including any continuing rate impacts, for all WHITTIER employees displaced as a result of the contract termination, as determined by a mutually agreed upon actuary.
- 5) SANTA FE SPRINGS shall reimburse WHITTIER for any and all costs associated with the reconfiguration of radios, computer systems, or other technology associated with the disconnection of SANTA FE SPRINGS from WHITTIER. These costs will be billed to SANTA FE SPRINGS as they are incurred.

7. INDEMNITY

Notwithstanding the existence of insurance coverage required of WHITTIER pursuant to this contract, WHITTIER shall save, keep, indemnify, hold harmless, and defend SANTA FE SPRINGS, and its appointed and elected officials, officers, employees, and agents, from every claim or demand made and every liability, loss, damage or expense of any nature whatsoever and all costs or expenses incurred in connection therewith, which arise at any time, by reason of damage to the property of, or personal injury to, any person, occurring or arising directly out of the negligent or wrongful act or omission of WHITTIER in the performance by WHITTIER, its officers, agents or employees, of the work required pursuant to this Agreement. For costs in excess of Self Insurance Retention

insurance reimbursements and any other reimbursements associated with such claims, both SANTA FE SPRINGS and WHITTIER will discuss additional compensation to be charged proportionally based on budgeted staffing levels of sworn personnel between SANTA FE SPRINGS and WHITTIER police departments. WHITTIER will provide to SANTA FE SPRINGS, within a reasonable time period, any cost associated with an atypical claim that exceeds the self-insurance retention.

SANTA FE SPRINGS shall save, keep, indemnify, hold harmless, and defend WHITTIER, and its appointed and elected officials, officers, employees, and agents, from every claim or demand made and every liability, loss, damage or expense of any nature whatsoever and all costs or expenses incurred in connection therewith, which arise at any time, by reason of damage to the property of, or personal injury to, any person, occurring or arising out of the negligent or wrongful act or omission of SANTA FE SPRINGS in the performance by SANTA FE SPRINGS, its officers, agents or employees, of its obligations under this Agreement. This aforementioned duty to indemnify, hold harmless and defend, shall include, but not be limited to, any claims, demands and/or legal action made and/or taken against WHITTIER as a result of its enforcement of the SANTA FE SPRINGS Municipal Code, due to a finding that said Municipal Code sections are unconstitutional, illegal, discriminatory or unenforceable in any way.

SANTA FE SPRINGS shall defend, indemnify, hold free and harmless WHITTIER, its agents, officers and employees from and against any loss, cost or expense caused by the negligent or wrongful act or omission of SANTA FE SPRINGS, its agents, officers, or employees, from any and all claims, demands, suits, actions or proceedings of any kind or nature arising from a dangerous condition of SANTA FE SPRINGS property pursuant to Government Code Section 830 et. seq.

WHITTIER agrees to indemnify and defend SANTA FE SPRINGS from any and all liability, losses, or damages SANTA FE SPRINGS may suffer and from any claims, demands, costs, or judgments against SANTA FE SPRINGS arising directly out of WHITTIER's negligent or wrongful act or omission in its use or operation of SANTA FE SPRINGS' vehicles and equipment. This indemnification does not extend to any liability resulting from inherent defects or malfunctions *in such* vehicles related to manufacturer's acts or omissions, or use of vehicles by SANTA FE SPRINGS personnel.

When WHITTIER contends that SANTA FE SPRINGS is partially

responsible through its negligent or wrongful act or omission, WHITTIER shall nevertheless undertake the responsibilities herein imposed, but WHITTIER shall, by written notification to SANTA FE SPRINGS upon such a determination, advise SANTA FE SPRINGS that it reserves the right to claim indemnification from SANTA FE SPRINGS for that portion of the loss, cost, settlement, award or judgment attributed to SANTA FE SPRINGS' negligent or wrongful act or omission. Said notice shall advise SANTA FE SPRINGS that it has the right to provide its own defense or to participate in the defense of the matter. Should it be determined by final judgment of a court that the liability is based solely on the acts or omissions of WHITTIER, SANTA FE SPRINGS shall be reimbursed by WHITTIER for its costs, expenses and any portion of judgments on the matter paid by SANTA FE SPRINGS. Should it be determined by final judgment of a court that liability is to be shared between the CITIES, each CITY will bear the costs of its own defense and each CITY will pay its apportioned share of the judgment as determined by the court. Lacking such an apportionment, it shall be established by mutual agreement of the CITIES.

8. INSURANCE AGAINST LIABILITIES

A. COMPREHENSIVE GENERAL LIABILITY

WHITTIER shall maintain comprehensive general liability insurance from an acceptable insurance provider(s), or through a program of self insurance, in an aggregate amount equal to WHITTIER's insurance pool limits and as determined to be acceptable by the WHITTIER City Attorney, in consultation with SANTA FE SPRINGS, covering WHITTIER against all claims for injuries against persons or damage to property resulting from WHITTIER's negligent actions in the performance of WHITTIER's obligations under this Agreement. The costs of such insurance coverage shall be included in the annual budget. Said insurer shall add SANTA FE SPRINGS, its elected officials, agents and employees as additional insured. To determine the cost sharing of liability coverage between the two cities, the number of sworn officers assigned to SANTA FE SPRINGS will be divided by the total complement of sworn officers within the WHITTIER Police Department.

B. WORKERS' COMPENSATION

WHITTIER shall maintain Workers' Compensation coverage in accordance with State laws through either insurance coverage or a program of self insurance. Costs for such coverage shall be

included in the annual budget. Such costs shall be apportioned to SANTA FE SPRINGS in the annual budget proportionally based on budgeted staffing levels of sworn personnel between SANTA FE SPRINGS and WHITTIER allocated to the performance of the provisions of this Agreement.

C. VEHICLES

SANTA FE SPRINGS will provide collision insurance coverage; either through commercial insurance or a program of self-insurance, for those vehicles provided by SANTA FE SPRINGS to WHITTIER police personnel for use in providing police service as defined within the body of this Agreement. Such coverage shall be limited to the replacement or repair of such vehicles or related equipment and all other liabilities shall be covered by WHITTIER under the provisions set forth herein.

D. POLICIES, NOTICES, AND REPORTS

The insurance required of each CITY under this section shall be kept in effect during the Term of this Agreement and shall not be restructured as to form or re-assigned without thirty (30) days advance written notice to the other CITY of such intent to modify insurance coverage.

A certificate evidencing that WHITTIER has procured the insurance required herein and that the insurance adds SANTA FE SPRINGS as an additional insured, shall be delivered to and approved by SANTA FE SPRINGS prior to the execution of the Agreement and the commencement of services hereunder. The procuring of such insurance or the delivery of policies or certificates evidencing the same, shall not be construed as a limitation of WHITTIER's obligation to indemnify SANTA FE SPRINGS, its officers, employees or agents.

During the life of the Agreement, WHITTIER shall purchase and maintain insurance policies and coverages with carriers that are acceptable to SANTA FE SPRINGS. Endorsements of all insurance policies will be required to add SANTA FE SPRINGS as an additional insured and to provide SANTA FE SPRINGS with a 60-day notice for any cancellation, material change, or non-renewal. Failure to secure acceptable insurance or lapse of the policy will be a material breach and grounds for termination of the Agreement, including relieving SANTA FE SPRINGS of its responsibilities under the "Early Termination - Buy-out" provisions contained herein. WHITTIER will provide a listing on losses allocated through this

agreement to the SANTA FE SPRINGS City Attorney on an annual basis.

In the event that this Agreement is terminated, all indemnification of SANTA FE SPRINGS by WHITTIER will cease and desist effective with the date and time of termination for all incidents creating liability which occur after that date and time.

9. MISCELLANEOUS

A. NOTICES

Any notices to be given under this Agreement shall be given by enclosing the same in the sealed envelope, postage prepaid, first-class, and depositing the same in the United States Mail, addressed as follows:

SANTA FE SPRINGS:
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: CITY CLERK

WHITTIER:
City of Whittier
13230 Penn Street
Whittier, CA 90602
Attn: CITY CLERK

B. ENFORCEMENT OF AGREEMENT

This Agreement shall be construed and interpreted as to both validity, and performance of the parties, in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in a Court of Whittier jurisdiction in the County of Los Angeles, State of California, or any other appropriate court in such county.

C. DISPUTES

The administration of this Agreement may lead to disputes as to interpretation or application. These shall be resolved using the following remedies:

1) Administrative Remedies

In the event of any dispute arising under the administration of this Agreement, the City Managers of SANTA FE SPRINGS and WHITTIER shall make every good faith and reasonable effort to reach a mutually agreeable resolution.

After all efforts have been exhausted, the following actions may be taken:

For all disputes regarding WHITTIER police operations, WHITTIER employee discipline, assignments, supervision, and labor relations, the final decision of the WHITTIER City Manager, or Chief of Police, shall prevail.

For all disputes regarding SANTA FE SPRINGS operations and staffing of the SANTA FE SPRINGS Department of Police Services, the final decision of the SANTA FE SPRINGS City Manager or Director of Police Services shall prevail,

Absent material resolution of the disputes, the CITIES may choose to exercise other remedies available under the provisions of this Agreement.

2) Formal Remedies

In the event of any dispute arising under this Agreement which cannot be resolved through the Administrative Remedies defined herein, the injured Party shall notify the injuring Party in writing of its contentions by submitting a claim therefore.

The injured Party shall continue performing its obligations hereunder so long as the injuring Party cures any default within ninety (90) days after service of the notice, or if the cure of the default is commenced within thirty (30) days after service of said notice and is cured within a reasonable time after commencement of the cure; provided that, if the default is an immediate danger to the health, safety and general welfare, SANTA FE SPRINGS may take immediate action to cure the immediate threat. Compliance with the provisions of this Section shall be a condition precedent to any legal action, and such compliance shall not be a waiver of any Party's right to take legal action in the event that the dispute is not cured.

D. WAIVER

No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. SANTA FE SPRINGS' consent or approval of any act by WHITTIER requiring SANTA FE

SPRINGS' consent to or approval of any subsequent act of WHITTIER or any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

E. RIGHTS AND REMEDIES ARE CUMULATIVE

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

F. LEGAL ACTION

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. However, both Parties shall make every good faith and reasonable effort to exhaust all other remedies under the terms of this Agreement, before initiating Legal Action.

G. ATTORNEY'S FEES

If either Party commences an action against the other Party arising out of or in connection with this Agreement, *the* prevailing Party shall be entitled to recover reasonable attorney's fees and costs of suit from the losing Party in an amount determined by the Court to be reasonable.

H. INTEGRATION

This Agreement, including Exhibit A, which is attached hereto and incorporated by reference as part of this Agreement, supersedes any and all other agreements whether oral or written, between the Parties thereof and contains all of the Covenants and Agreements between the Parties with respect to this matter, and each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein.

I. AMENDMENT

This Agreement may not be materially altered, amended or modified without the written approval of both the SANTA FE SPRINGS and WHITTIER City Councils.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CITIES OF SANTA FE SPRINGS/WHITTIER AGREEMENT FOR LAW
ENFORCEMENT SERVICES

EXHIBIT "A"
EQUIPMENT- PROCUREMENT, MAINTENANCE AND REPLACEMENT

Equipment	Procurement	Maintenance	Replacement
Vehicles	SFS	SFS	SFS
Ballistic Vests	WPD	WPD	WPD
MDCs	SFS	SFS	SFS
Handguns	SFS	WPD	SFS
Long Rifles	SFS	WPD	SFS
Tasers	SFS	SFS	SFS
Mobile Radios	SFS	SFS	SFS
Hand Held Radios	SFS	SFS	SFS
PSC/Staging Computers	SFS	SFS	SFS
Digital Transcriber Units	SFS	SFS	SFS
Office Equipment	SFS	SFS	SFS

All equipment noted in Exhibit A is for the purpose of WHITTIER providing police service in SANTA FE SPRINGS. The equipment listed above is subject to change as necessary by the Chief of Police of WHITTIER to meet the law enforcement needs of SANTA FE SPRINGS as described in this Agreement

CITIES OF SANTA FE SPRINGS/WHITTIER AGREEMENT FOR LAW ENFORCEMENT SERVICES

EXHIBIT "A" STATEMENT OF WORK

Notwithstanding the specific requirements defined in this "Statement of Work", it is the intent of this Law Enforcement Services Agreement to extend to Whittier Police Department the responsibilities and authority to provide police protection within the corporate limits of the City of Santa Fe Springs. This "Statement" gives specific detail as to those Whittier Police Department resources to be dedicated to the following provisions of this Agreement within Santa Fe Springs or to be available for support of that effort.

The general deployment of law enforcement resources within the City of Santa Fe Springs is done in an effort to enhance the philosophy of community-based and problem-oriented policing.

SWORN PATROL FUNCTION

Uniformed Patrol functions shall be provided on a shift standard staffing basis. The shift standard staffing level is to be mutually agreed upon by the Chief of Police of Whittier and the Director of Police Services of Santa Fe Springs. The Chief of Police of Whittier and Director of Police Services of Santa Fe Springs can mutually agree to reallocate the number of patrol units allocated to each shift for minimum staffing purposes.

Whittier will assign 23 sworn officers to Santa Fe Springs in order to accomplish this patrol coverage requirement.

INVESTIGATION

Whittier shall handle the investigation and related functions for all crimes which occur within the City of Santa Fe Springs. Such investigations shall include the goals of solving crime, seeking successful prosecution of such and preventing crime from occurring in the future.

Whittier shall assign 5 sworn officers to Santa Fe Springs for the purpose of accomplishing this task.

PROBLEM-ORIENTED POLICING TEAM

All Whittier law enforcement resources committed to Santa Fe Springs shall utilize the strategies and tools of problem-oriented policing in order to minimize *crime and public* disturbance concerns within the community. Whittier will however assign a specific team of officers to give particular focus to community public safety problem-solving.

Whittier shall assign 2 sworn officers to Santa Fe Springs for the purpose of

accomplishing this task.

NON-SWORN PERSONNEL

Whittier shall provide direct clerical support for all sworn officers and *police* service operations within Santa Fe Springs. Such non-sworn staff shall, among other tasks, provide transcription, public contact, communications and recordkeeping support to officers and the City's Police Services Center. This non-sworn staff shall report to and work in the Santa Fe Springs Police Services Center. They will be scheduled in a manner that, when combined with existing staffing by Santa Fe Springs of the Center, will provide for adequate coverage of the Center every day of the year.

Whittier will assign 6 non-sworn employees to Santa Fe Springs to accomplish this task. Upon commencement of the Agreement, 1 of the 6 positions will be budgeted and filled by a Santa Fe Springs employee. This employee, provided by Santa Fe Springs, as a minimum standard will meet the job description for the Whittier job classification of Police Services Assistant I/II. EXHIBIT B - SCHEDULE OF COSTS of this agreement, reflects costing for only 5 Whittier non-sworn employees assigned to Santa Fe Springs.

SUPERVISION

Whittier shall supervise the conduct of all Whittier sworn personnel working within Santa Fe Springs while performing the police services functions set forth within this Agreement. One Sergeant shall have primary responsibility for administrative support to the Santa Fe Springs Police Services Center.

Whittier shall assign 4 Sergeants to Santa Fe Springs for the purpose of accomplishing this task.

WHITTIER POLICE DEPARTMENT MANAGEMENT, SUPERVISION, AND SUPPORT

The Whittier Police Department shall provide overall management and supervision to the sworn police services operation within Santa Fe Springs. The Department will provide all necessary headquarters services in support of the Santa Fe Springs operation. Such support shall include, but not be limited to: specialized crime investigation, court liaison, dispatching, records management, crime analysis, tactical operations, and mutual aid. Whittier shall provide services of one Captain to serve as the team manager for Santa Fe Springs. Additionally, specific Department headquarters staff and resources have been allocated to perform this support function.

AUXILIARY WHITTIER SWORN OFFICER ASSIGNMENTS

The Whittier Police Department recognizes that contemporary policing philosophies of community policing require that sworn personnel periodically perform certain auxiliary assignments not necessarily part of their primary duties. Such assignments include, but are not limited to: participation on the School

Attendance Review Team, Community Intervention Team, Juvenile Inter-Agency Task Force, Tactical Planning Team, Administrative Staff Team and Business Security and Safety Committee; liaisons to local schools, safe neighborhood team zones and community organizations; staff support to City Council and Commission meetings; and teaching programs in crime prevention, public safety, drugs and gangs.

Whittier has committed to involving all sworn officers assigned to Santa Fe Springs in these auxiliary assignments.

ASSIGNMENT OF SWORN OFFICERS TO SANTA FE SPRINGS

All 34 sworn officers assigned to fulfilling the police services obligations of this Agreement shall be members of the Whittier Police Department. These officers will be generally managed from the Whittier police headquarters offices, but they will report, dress, receive their vehicles and brief at Santa Fe Springs facilities. Santa Fe Springs will be their operations base. Officers will generally be assigned to Santa Fe Springs for four years.

Whittier will provide appropriate staffing levels of sworn officers to maintain the safety of each shift as provided for in the agreement.

SANTA FE SPRINGS ASSIGNMENT EXPECTATIONS

It is understood that given the nature of the police services contract relationship established by this Agreement, certain unique duty expectations exist for sworn officer assignments in Santa Fe Springs. Santa Fe Springs' expectations for the assignments of "Administrative/Field Sergeant", "Field Sergeant", and "Problem-Oriented Policing Team" are referenced for general guidance only.

MODIFICATIONS TO WORK STATEMENT

Nothing contained herein shall restrict the ability of the Whittier Chief of Police, or member of his command staff, with the concurrence of the Santa Fe Springs Director of Police Services, to make assignment adjustments within the Santa Fe Springs assigned team in order to enhance effectiveness in accomplishing the purposes of this Agreement. Such adjustments shall not constitute a material modification of the Statement.

CITIES OF SANTA FE SPRINGS/WHITTIER AGREEMENT FOR LAW ENFORCEMENT SERVICES

EXHIBIT "B" TECHNICAL AGREEMENTS

As referenced in the Agreement for Sworn Law Enforcement Services ("Agreement"), this exhibit details the services that define the usage and access to the various technically related portions of this contract, including the California Law Enforcement Telecommunications System (CLETS), radio frequencies, computer data, and the 911 emergency telephone system. As deemed appropriate by operational necessity, the Whittier Chief of Police, in consultation with the Director of Police Services of Santa Fe Springs may issue modifications to the guidelines set forth herein.

California Law Enforcement Telecommunications System (CLETS)

Pursuant to directions of the Department of Justice, California Law Enforcement Telecommunications System (CLETS), and Part 10 of the National Crime Information Center Operating Manual, it is agreed that the Whittier Police Department shall have management control over the electronic switches, satellite computers and terminals and other manual terminals interfacing directly or indirectly with the NCIC computer for the interstate exchange of criminal history information maintained in the California files accessible through the CLETS.

It is further agreed that the Whittier Police Department shall have authority to set and enforce (1) priorities; (2) standards for selection, supervision, and termination of assignment of personnel; and (3) policy governing the operation of computers, circuits, and telecommunications terminals used in conjunction with this Agreement which are used to store, process, and/or transmit criminal history and other record information derived or transmitted via CLETS.

Whittier Police Department Computer System

Authorized Santa Fe Springs personnel shall be allowed access to and use of the Whittier Police Department's Computer Information system. Authorization, access, and use shall be in accordance with the policies and provisions of the Whittier Police Department's General Orders.

Radio Frequencies

The Whittier Police Department, licensee for certain radio frequencies, will retain sole control of the radio frequency. Whittier Police Department will grant permission to the City of Santa Fe Springs, as Co-Operator, to use frequencies for intercommunications with the licensee using voice radios, Mobile Data Computers (MDC's) and the Police Department's Mobile data network, subject to the following conditions: (1) Co-Operator will exercise control and responsibility for the use of the

voice radios and MDC's; (2) Co-Operator will operate the equipment on the assigned frequencies in compliance with FCC rules, California Law Enforcement Telecommunications Systems (CLETS) rules and policies, and the policies of the Whittier Police Department; (3) use of the assigned frequencies shall be restricted to those transmissions necessary to perform authorized work on specified data bases; (4) personnel operating the MDC's and radios must be employees of the Co-Operator; (5) this agreement may be canceled at any time by either party, subject to the terms of the Agreement. The aforementioned uses are for the accomplishment of Emergency Preparedness and Crime Report Preparation by non-sworn Public Safety Officers.

911 Agreement

Under the terms of this Agreement, the Whittier Police Department will serve as the Public Safety Answering Point (PSAP) for the City of Santa Fe Springs for all emergency calls for service (911 calls), which includes calls for police, fire, and ambulance.

Original Agreement

LAW ENFORCEMENT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 18 day of April, 1995, by and between the City of SANTA FE SPRINGS, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as "SANTA FE SPRINGS" and the City of WHITTIER, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as "WHITTIER".

WITNESSETH

WHEREAS, WHITTIER operates and maintains a Police Department in accordance with all applicable laws of the State of California; and

WHEREAS, the parties hereto desire, by the execution of this Agreement, to provide for the rendering of Law Enforcement services in and for SANTA FE SPRINGS, by WHITTIER; and

WHEREAS, both parties hereto have determined that the public interest, convenience and necessity require the execution of this Agreement; and

WHEREAS, this Agreement shall provide an effective means by which SANTA FE SPRINGS can achieve the goals and objectives of SANTA FE SPRINGS adopted General Plan Safety Element; and

WHEREAS, this Agreement shall provide WHITTIER with a means to enhance the services to WHITTIER by its Police Department through the provision of additional community safety resources and by improving efficiency through the recovery of fixed overhead costs; and

WHEREAS, this Agreement is entered into pursuant to the provisions of Government Code Section 55631 through 55634, the Joint Exercise of Powers Act (Government Code Section 6500 et seq.) and any and all authority;

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises hereinabove stated, the parties hereto agree as follows:

1. GENERAL PROVISIONS

A. PURPOSE OF THE AGREEMENT

It is recognized that in certain situations the use of police officers to

perform police duties outside of the territorial limits of a municipality, where such officers are legally employed, may be desirable and necessary in order to preserve and protect the health, safety and welfare of the public. SANTA FE SPRINGS is desirous of contracting with WHITTIER for the performance within the boundaries of SANTA FE SPRINGS, of the law enforcement functions set forth herein. Therefore, the purpose of this Agreement is to allow WHITTIER to provide Law Enforcement Services to SANTA FE SPRINGS.

B. GENERAL POLICIES

The City Managers of SANTA FE SPRINGS and WHITTIER, or their designees, shall have responsibility for the general administration of this Agreement.

The City Manager of SANTA FE SPRINGS, or his designee the Assistant City Manager and Director of Police/Community Relations, shall have the general duty and responsibility of providing to the Chief of Police of WHITTIER, or his designee, general policies relative to the furnishing of police services by WHITTIER to SANTA FE SPRINGS subject to the provisions of this Agreement. The Chief of Police of WHITTIER and his staff shall have authority and control over the day-to-day police operations and the procedural manner in which these general policies shall be carried out. The Chief of Police of WHITTIER, with respect to SANTA FE SPRINGS, shall have the authority extended to the position under federal, state and local laws and regulations.

The Assistant City Manager and Director of Police/Community Relations of SANTA FE SPRINGS and Chief of Police of Whittier shall work toward the full coordination and integration of the functions performed under this Agreement by WHITTIER with the organization, staff and resources of the SANTA FE SPRINGS Department of Police/Community Relations.

The execution of this Agreement shall not preclude SANTA FE SPRINGS and/or WHITTIER from seeking and obtaining any federal or state grant relating to any police service or function.

The City Managers of SANTA FE SPRINGS and WHITTIER may propose modifications of the Agreement which materially effect the STATEMENT OF WORK, EXHIBIT A, attached hereto and incorporated by reference as if fully set forth herein, or effect the total bottom-line cost of the fiscal year contract as identified in the SCHEDULE OF COST, EXHIBIT B, attached hereto and incorporated by reference as if fully set forth herein. Such

material modification of the terms of this Agreement shall be made through either the annual budget process or by formal City Council legislative action through each respective City.

Periodically, the Assistant City Manager and Director of Police/Community Relations of SANTA FE SPRINGS, and/or the Chief of Police of WHITTIER may implement refinements and/or modifications to this joint service effort in order to continue gaining maximum benefits from this relationship. These refinements or modifications to day-to-day operation may be made insofar as they do not materially effect EXHIBIT A, or effect the total bottom-line cost for the fiscal year as identified in EXHIBIT B.

As appropriate, the Chief of Police of WHITTIER and the Assistant City Manager and Director of Police/Community Relations of SANTA FE SPRINGS may, by mutual consent, issue administrative policies and procedures to carry out the purposes of this agreement.

The final authority for selection, assignment, and discipline of officers and other matters incident to the performance of such services, and the control of WHITTIER personnel shall remain with WHITTIER. Formal complaints related to WHITTIER police personnel conduct in SANTA FE SPRINGS shall be formally received and investigated through the established complaint procedure then in effect within the WHITTIER Police Department. Informal concerns related to WHITTIER police operations or personnel conduct in SANTA FE SPRINGS may be reviewed for the purposes of resolution in accordance with procedures mutually agreed upon by the Chief of Police of Whittier and the Assistant City Manager and Director of Police/Community Relations of SANTA FE SPRINGS.

Officers assigned to SANTA FE SPRINGS will serve for a period of four (4) years unless adjusted for specific officers by the Chief of Police of WHITTIER. The Chief of Police of WHITTIER, or member of his command staff, will consult with and give due consideration to input from the Assistant City Manager and Director of Police/Community Relations of SANTA FE SPRINGS as to the assignment, including early re-assignment out of SANTA FE SPRINGS, of any WHITTIER police officer assigned to SANTA FE SPRINGS.

Responsibility for employee labor relations and related issues will be the sole and exclusive responsibility of WHITTIER. These responsibilities shall include, but not be limited to, the ability to establish WHITTIER employee salaries and benefits. SANTA FE SPRINGS shall not be called upon to assume any liability, current or future, for the payment of WHITTIER

employee salaries, benefits or other forms of compensation, unless set forth by the terms of this Agreement.

Should WHITTIER's obligation to furnish services to SANTA FE SPRINGS under this Agreement be subject to interruption on account of strikes, boycotts or other forces beyond the control of WHITTIER, there shall be a pro-rata adjustment and/or refund of amounts payable to WHITTIER for services not rendered. In the event of any such strike or boycott, WHITTIER will exert any and all reasonable means available to continue police services to SANTA FE SPRINGS. In such an event SANTA FE SPRINGS may take any action it deems necessary to secure and provide law enforcement services.

SANTA FE SPRINGS and WHITTIER shall by mutual agreement establish the forms of identification unique to the uniformed personnel and vehicles involved in the performance of this Agreement. With the consent of WHITTIER, SANTA FE SPRINGS may, at its cost, provide uniforms, equipment and training to WHITTIER employees assigned to SANTA FE SPRINGS in addition to those provided within the approved contract budget.

2. SERVICES TO BE PERFORMED

A. SCOPE OF SERVICES

WHITTIER shall provide police protection services within SANTA FE SPRINGS for and during the term of this Agreement. Specific service levels are defined in EXHIBIT A. Such services shall be performed in accordance with state statutes and the municipal ordinances of SANTA FE SPRINGS, except for any SANTA FE SPRINGS ordinances designated by the City Manager, or designee, of SANTA FE SPRINGS for enforcement by other authorities.

B. IMPLEMENTATION PHASE

The period commencing with execution of this Agreement up to October 1, 1995 will be the Implementation Phase of the Agreement. The Implementation Phase is that period when WHITTIER and SANTA FE SPRINGS obtain the personnel and equipment necessary to begin police service in SANTA FE SPRINGS on October 1, 1995. Specific service levels, schedules, and compensation provisions associated with the Implementation Phase are outlined and defined in the IMPLEMENTATION AGREEMENT - EXHIBIT C, attached hereto and incorporated herein by

this reference as if fully set forth herein. The October 1, 1995 date to commence service, shall be subject to satisfactory resolution of a contract termination date between SANTA FE SPRINGS and the Los Angeles County Sheriff's Department.

C. EMERGENCY SERVICES

Notwithstanding the foregoing provisions, if in the sole judgment of the Chief of Police of WHITTIER or any member of his management and supervision staff, an emergency arises in WHITTIER which requires temporary diversion of officers and vehicles from SANTA FE SPRINGS, the same may be diverted to WHITTIER on an emergency basis and to the extent emergencies in SANTA FE SPRINGS require additional police support, the Chief of Police of WHITTIER, or management and supervision staff, may divert personnel and vehicles from WHITTIER to SANTA FE SPRINGS for any emergencies under the auspices of mutual aid. As necessary, the Chief of Police, or his designee of WHITTIER shall coordinate police resources with SANTA FE SPRINGS' Emergency Disaster Plan and the City Emergency Command organization.

3. FACILITIES, VEHICLES, EQUIPMENT AND PROPERTY

A. FACILITIES

SANTA FE SPRINGS shall provide such offices, lockers, briefing, investigative interview and meeting rooms for the WHITTIER employees assigned to SANTA FE SPRINGS as are necessary to perform their duties set forth within this Agreement. Additionally, SANTA FE SPRINGS shall provide facilities for the storage, maintenance and fueling of all EQUIPMENT AND VEHICLES listed in EXHIBIT D which is attached hereto and incorporated by reference as though fully set forth herein. The utilities, equipment, supplies, support services and staff necessary for the operation of these facilities shall be provided by SANTA FE SPRINGS at its sole cost and expense. SANTA FE SPRINGS shall retain ownership of all such facilities and the contents therein. There shall be no cost or expense to WHITTIER for the use of these facilities.

B. VEHICLES AND EQUIPMENT

SANTA FE SPRINGS hereby bails to WHITTIER all vehicles and property, as identified in EXHIBIT D, for the purpose of providing police service in SANTA FE SPRINGS. The bailment shall commence on the day that this Agreement becomes effective, or as mutually agreed to, and shall

terminate when mutually agreed upon by both parties or as otherwise stipulated by this Agreement. WHITTIER may use the vehicles for any lawful purpose, including use in connection with investigations and law enforcement activities in all areas under WHITTIER's jurisdiction. WHITTIER shall exercise due care for the safekeeping of vehicles and equipment as identified in EXHIBIT D. SANTA FE SPRINGS will acquire the vehicles and provide all necessary replacement, gasoline, lubricants, maintenance and repairs for the vehicles. WHITTIER has the right to inspect said vehicles prior to acceptance. SANTA FE SPRINGS shall assume responsibility for ensuring that all vehicles have been inspected or otherwise tested in accordance with the laws of the State of California and the United States. WHITTIER shall exercise due diligence in the use of vehicles to maintain the vehicles in good working order and condition. In the event of damages to a vehicle, WHITTIER agrees to notify SANTA FE SPRINGS to that effect in writing.

By mutual agreement, the City Managers, or their designees, of SANTA FE SPRINGS and WHITTIER can administratively add or delete vehicles and equipment from Exhibit D for purposes of creating the bailment relationship described within this Agreement.

C. TECHNICAL SUPPORT

The Assistant City Manager and Director of Police/Community Relations of SANTA FE SPRINGS and Chief of Police of WHITTIER may enter into such administrative agreements between the Cities or between the Cities and vendors which may be necessary to provide the technical support system to accomplish the purposes of this Agreement. Such agreements would be entered into within existing applicable policies of each respective City. Examples of such agreements are listed within Exhibit E - TECHNICAL AGREEMENTS, attached hereto and incorporated by reference as if fully set forth herein.

D. INDEMNIFICATION

WHITTIER agrees to indemnify and defend SANTA FE SPRINGS from any and all liability, losses, or damages SANTA FE SPRINGS may suffer and from any claims, demands, costs, or judgments against SANTA FE SPRINGS arising out of WHITTIER's use or operation of SANTA FE SPRINGS' vehicles and equipment. This indemnification does not extend to any liability resulting from inherent defects or malfunctions in such vehicles related to manufacturer's acts or omissions, or use of vehicles by SANTA FE SPRINGS personnel.

E. EQUIPMENT REPLACEMENT

SANTA FE SPRINGS shall make an annual contribution of \$30,000 to an equipment replacement fund. SANTA FE SPRINGS shall be responsible for the administration of this fund. Equipment purchased under this fund shall be owned by SANTA FE SPRINGS and shall be bailed to WHITTIER under the terms of this Agreement. EXHIBIT D lists typical equipment to be replaced under this fund.

4. TIME FOR PERFORMANCE

WHITTIER shall begin implementation within ten (10) days following execution of this Agreement by SANTA FE SPRINGS. The period commencing with execution of this Agreement up to October 1, 1995 will be the Implementation Phase of the Agreement. The term of the police service contract is for five (5) years and nine (9) months, commencing October 1, 1995 and terminating June 30, 2001. After the initial five (5) year and nine (9) month period of performance, this Agreement and each and every term and provision hereof shall be deemed extended for successive one (1) year terms commencing with July 1 of each year subsequent, such extension to continue until WHITTIER has received from SANTA FE SPRINGS written notice that the term of this Agreement shall terminate as of the next succeeding June 30. Such written notice shall be effective only if received by WHITTIER at least twelve (12) months prior to the proposed termination date indicated thereon. At the option of the Cities and by mutual agreement of the City Councils, this Agreement may be extended in longer increments.

5. AGREEMENT COSTS

A. SERVICES DESCRIBED IN EXHIBIT A - STATEMENT OF WORK

For the provision of all services rendered under this Agreement in accordance with the scope of services attached hereto as EXHIBIT A and as defined herein, all expenses associated therewith as identified in EXHIBIT B, SANTA FE SPRINGS shall pay WHITTIER the sum of \$3,607,130 for police protection services for the period October 1, 1995 to September 30, 1996 (base year). This amount is net of the annual \$30,000 contribution to the equipment replacement fund that will be maintained by SANTA FE SPRINGS, funds for mobile equipment and police vehicles that will be provided by SANTA FE SPRINGS and of funds for WHITTIER

employee overtime to be expended and paid for in the manner set forth herein.

B. CONTRACT COST RATE ADJUSTMENT

The aggregate annual rate adjustments shall be limited to a maximum increase of twenty percent (20%) over the initial five (5) years of the Agreement. Documented extraordinary growth during any one year from the previous year in any of the following area(s) would be excluded from the rate increase limitation: Worker's Compensation - increase exceeds ten percent (10%) of the prior year budget, General Liability - increase exceeds ten percent (10%) of the prior year budget, and Public Employees Retirement System (PERS) rate - increase exceeds one percentage point of the prior year rate. The impact of these extraordinary growth rates on the annual contract cost may be the subject of negotiation between the Cities. The impact on contract rates of this extraordinary growth shall be limited to these factor(s) only.

The annual contract cost to the SANTA FE SPRINGS will be determined as part of the WHITTIER and SANTA FE SPRINGS' annual budget process. WHITTIER shall provide to SANTA FE SPRINGS by May 1 of each year, a proposed contract rate for the subsequent City budget year. The Cities shall meet and exchange input regarding this rate in an effort to reach a common understanding as to the proposed final rate level. Such discussions shall focus on determinations as to the actual cost of providing the required services. By June 15 of each year, WHITTIER shall provide to SANTA FE SPRINGS a final rate for the budget year commencing on July 1 of that year. The Cities may administratively mutually agree to extend these notification dates should circumstances necessitate such. Once the final rate is established by WHITTIER, WHITTIER will provide SANTA FE SPRINGS with an annual payment schedule as identified below and a revised budget document as set forth in Exhibit B.

C. CONTRACT EXPENDITURE ACCOUNTING

The Controller of WHITTIER and Director of Finance and Administrative Services of SANTA FE SPRINGS shall maintain separate accounting records with regard to all appropriations and expenditures associated with this Agreement. Quarterly reports shall be provided to each City as to the budgetary status of all accounts.

D. WHITTIER EMPLOYEE OVERTIME COSTS AND BILLINGS

This Agreement recognizes two forms of overtime compensation for WHITTIER employees assigned under this Agreement when such may be necessary to perform the functions defined in EXHIBIT A and as herein. Such compensation shall be administered as follows:

1) **Operational Overtime**

Overtime compensation which is necessary to fulfill the contract staffing requirements of WHITTIER as described in EXHIBIT A shall be authorized by WHITTIER within existing WHITTIER Police Department policies. Such overtime shall be classified as "Operational Overtime."

2) **Discretionary Overtime**

Overtime compensation may be approved for WHITTIER personnel when such is required for coverage of special assignments, outside of the staffing requirements of EXHIBIT A. Such overtime shall be classified as "Discretionary Overtime" and must be approved prior to use by the Assistant City Manager and Director of Police/Community Relations, or designee, of SANTA FE SPRINGS.

3) **Funding Overtime**

Funding for both forms of overtime shall be included in the SANTA FE SPRINGS budget. WHITTIER shall bill SANTA FE SPRINGS on a monthly basis for Operational Overtime expended in the prior month. Remittance of such billings shall be made within 30 days of invoice receipt. In subsequent budget years, the budget for Operational Overtime may be increased, subject to the rate adjustment procedures and timelines outlined herein. The initial \$139,963 allocation, as part of the total budget, is subject to the 20% rate growth cap set forth within this Agreement. Annual expenditures in excess of the budget allocation for operational overtime shall not be a Santa Fe Springs liability.

Discretionary Overtime will be billed at a rate established annually as part of the contract budget process. Billings for Discretionary Overtime shall be submitted by WHITTIER to SANTA FE SPRINGS on a monthly basis for the prior month and shall be remitted within 30 days of invoice receipt. Such billings shall

document the date and type of assignment for which Discretionary Overtime was incurred.

E. ADJUSTMENTS IN SERVICES

For any adjustment to the services rendered by WHITTIER under this Agreement which materially impacts EXHIBIT A, and has a corresponding impact to the associated EXHIBIT B, such modification of this Agreement shall be made by SANTA FE SPRINGS in the form of a written request submitted to the WHITTIER City Council for approval in the form of a resolution modifying the respective Exhibit or it may be approved as part of the WHITTIER and SANTA FE SPRINGS annual budget processes.

Prior to taking action to approve such modifications, WHITTIER and SANTA FE SPRINGS shall mutually agree as to the cost adjustments to EXHIBIT B which are warranted by such action(s). Such cost determinations shall be made on the basis of the actual cost of reducing or providing the modified service request.

Cost adjustments will be effective on the date of the modification, or as otherwise agreed upon by the Cities. It is specifically understood that all material modifications must be in writing and any oral requests or approvals of such material adjustments in services and any approvals from WHITTIER shall be barred and are unenforceable.

F. PAYMENT PROCEDURE FOR POLICE SERVICES

SANTA FE SPRINGS agrees to pay WHITTIER in consideration for the services to be performed by WHITTIER, a monthly sum. SANTA FE SPRINGS will pay one-twelfth of the annual contract price, on or before the first of the month in which payment is due. These funds will be wire transferred or transferred in such a manner to insure that these funds are on deposit in the appropriate WHITTIER account as directed by the WHITTIER City Clerk-Treasurer, or her designee. The following is the payment schedule for the contract base year:

October 1, 1995	\$300,594
November 1, 1995	300,594
December 1, 1995	300,594
January 1, 1996	300,594
February 1, 1996	300,594
March 1, 1996	300,594
April 1, 1996	300,594

May 1, 1996	300,594
June 1, 1996	300,594
July 1, 1996	300,594
August 1, 1996	300,594
September 1, 1996	300,596
TOTAL	\$3,607,130

In the event of a change in the scope of work, the corresponding change in contract price will be computed and a revised monthly payment schedule will be provided to SANTA FE SPRINGS by WHITTIER in a reasonable and timely manner.

G. SURPLUS MONEY

The consideration herein to be paid to WHITTIER will not result in any surplus money and no moneys shall be subject to refund to SANTA FE SPRINGS at any time during or after termination of the Agreement, unless there are overpayments made due to billing or payment error.

H. SANTA FE SPRINGS POLICE SERVICES REVENUES

Narcotic Asset Forfeiture Seizure Funds generated from within the boundaries of incorporated SANTA FE SPRINGS shall be shared with SANTA FE SPRINGS on an equally divided basis. Such funds will be remitted by WHITTIER directly to SANTA FE SPRINGS for deposit in its Asset Seizure Funds account. Costs directly associated with the investigation and seizure will be deducted by both Cities prior to any consideration of the allocation of funds.

All other revenues generated from actions of SANTA FE SPRINGS assigned WHITTIER personnel on behalf of or within the geographical boundaries of SANTA FE SPRINGS, shall remain with SANTA FE SPRINGS.

Narcotic Asset Forfeiture Seizure funds generated within the boundaries of incorporated WHITTIER, where sworn personnel assigned to SANTA FE SPRINGS assist in the investigation and/or seizure of those funds, will be shared. The amount of the funds allocated to SANTA FE SPRINGS will be mutually agreed upon by the Chief of Police of WHITTIER and the Assistant City Manager and Director of Police/Community Relations of SANTA FE SPRINGS based on the involvement and participation of the

SANTA FE SPRINGS officer(s). Costs directly associated with the investigation and seizure will be deducted prior to any consideration of the allocation of funds.

6. TERMINATION

A. TERMS AND NOTICES

This Agreement may be terminated with or without cause by SANTA FE SPRINGS or WHITTIER by written notice that the term of this Agreement shall be terminated. Such written notice shall be effective only if received by WHITTIER or SANTA FE SPRINGS at least twelve (12) months prior to the proposed termination date indicated thereon. Any such notice of intent to terminate this Agreement must be in the manner prescribed in the section entitled "NOTICES" of this Agreement. Upon the effective date of termination, WHITTIER shall return to SANTA FE SPRINGS copies of all relevant police reports, data, reports, summaries, computer disks, and all such other information and materials as WHITTIER may have accumulated in performing this Agreement as pertaining to SANTA FE SPRINGS.

B. TERMINATION BUY-OUT

Should proper termination procedures and notices be followed, as set forth herein, it is understood that disposition of equipment and personnel must be resolved. The following procedures shall be followed in such an event.

In the event of termination during the first term of the agreement, the ownership of all equipment which was purchased through the use of funds from both cities, shall be negotiated for the purpose of reaching mutual agreement. In the event that the Agreement is terminated after the first term, any original equipment that is determined to be serviceable shall be considered to be WHITTIER'S. Any equipment acquired by SANTA FE SPRINGS through the Equipment Replacement Fund, shall become the property of SANTA FE SPRINGS.

If WHITTIER gives Notice of Termination, resolution of personnel matters, shall be the responsibility of WHITTIER.

If SANTA FE SPRINGS gives Notice of Termination, SANTA FE SPRINGS shall be liable for three (3) months severance pay for each WHITTIER employee who would be laid-off by WHITTIER as a consequence of the termination action. Additionally, SANTA FE SPRINGS

shall be responsible for reimbursement to WHITTIER for any payments made by WHITTIER for unemployment benefits paid to these employees under State Unemployment Employee Benefit programs mandated upon WHITTIER.

Within the initial term of the Agreement, should either City, without cause, terminate the Agreement as provided herein, that City shall reimburse the other for the other's share of the actual start-up costs incurred, as set forth in EXHIBIT C. Such reimbursement shall be calculated on a pro-rata basis based upon the duration of the contract up to the date of termination, such that the amount of the reimbursement, by either City, shall be \$0 by June 30, 2001. Additionally, this reimbursement shall be reduced by the value of assets retained by the non-terminating City. The asset value shall be based on the initial acquisition cost. Termination for cause shall be defined as a material breach of the Agreement.

7. INDEMNITY

Notwithstanding the existence of insurance coverage required of WHITTIER pursuant to this contract, WHITTIER shall save, keep, indemnify, hold harmless, and defend SANTA FE SPRINGS, and its appointed and elected officials, officers, employees, and agents, from every claim or demand made and every liability, loss, damage or expense of any nature whatsoever and all costs or expenses incurred in connection therewith, which arise at any time, by reason of damage to the property of, or personal injury to, any person, occurring or arising out of the performance by WHITTIER, its officers, agents or employees, of the work required pursuant to this Agreement.

SANTA FE SPRINGS is willing to assume liability and defend and hold harmless WHITTIER from loss, cost or expense caused by the negligent or wrongful act or omission of SANTA FE SPRINGS officers, employees, or agents occurring in the performance of SANTA FE SPRINGS responsibilities defined by this Agreement.

8. INSURANCE AGAINST LIABILITIES

A. COMPREHENSIVE GENERAL LIABILITY

WHITTIER shall maintain comprehensive general liability insurance from an acceptable insurance provider(s), or through a program of self-insurance, in an aggregate amount not less than Ten Million Dollars (\$10,000,000) per occurrence and as determined to be acceptable by the WHITTIER City

Attorney covering WHITTIER against all claims for injuries against persons or damage to property resulting from WHITTIER's negligent actions in the performance of WHITTIER's obligations under this Agreement. The costs of such insurance coverage shall be included in EXHIBIT B. Said insurer shall add SANTA FE SPRINGS, its elected officials, agents and employees as additional insured.

SANTA FE SPRINGS shall defend, indemnify, hold free and harmless WHITTIER, its agents, officers and employees from and against any loss, cost or expense caused by the negligent or wrongful act or omission of SANTA FE SPRINGS, its agents, officers, or employees, from any and all claims, demands, suits, actions or proceedings of any kind or nature arising from a dangerous condition of SANTA FE SPRINGS property pursuant to Government Code Section 830 et. seq.

When WHITTIER contends that SANTA FE SPRINGS is partially responsible through its negligent or wrongful act or omission, WHITTIER shall nevertheless undertake the responsibilities herein imposed, but WHITTIER shall, by written notification to SANTA FE SPRINGS upon such a determination, advise SANTA FE SPRINGS that it reserves the right to claim indemnification from SANTA FE SPRINGS for that portion of the loss, cost, settlement, award or judgment attributed to the City's negligent or wrongful act or omission. Said notice shall advise SANTA FE SPRINGS that it has the right to provide its own defense or to participate in the defense of the matter. Should it be determined by final judgement of a court that the liability is based solely on the acts or omissions of WHITTIER, SANTA FE SPRINGS shall be reimbursed by WHITTIER for its costs, expenses and any portion of judgments on the matter paid by SANTA FE SPRINGS. Should it be determined by final judgement of a court that liability is to be shared between the Cities, each City will bear the costs of its own defense and each City will pay its apportioned share of the judgement as determined by the court. Lacking such an apportionment, it shall be established by mutual agreement of the Cities.

B. PERFORMANCE BONDS

WHITTIER shall obtain and maintain, during the life of Contract, a Faithful Performance Bond with policy limits of not less than \$1,000,000 per loss.

C. WORKERS' COMPENSATION

WHITTIER shall carry Workers' Compensation Insurance in accordance

with State Workers' Compensation laws for all WHITTIER employees acting under the provisions of this Agreement. Costs for such coverage shall be included in EXHIBIT B. Such costs shall be apportioned to SANTA FE SPRINGS in the annual budget based upon the proportional share of WHITTIER employees allocated to the performance of the provisions of this Agreement.

D. VEHICLES

SANTA FE SPRINGS will provide collision insurance coverage, either through commercial insurance or a program of self-insurance, for those vehicles provided by SANTA FE SPRINGS to WHITTIER police personnel for use in providing police service as defined within the body of this Agreement. Such coverage shall be limited to the replacement or repair of such vehicles or related equipment and all other liabilities shall be covered by WHITTIER under the provisions set forth herein.

E. POLICIES, NOTICES, AND REPORTS

The insurance required of each CITY under this section shall be kept in effect during the Term of this Agreement and shall not be restructured as to form or re-assigned without thirty (30) days advance written notice to the other CITY of such intent to modify insurance coverage.

A certificate evidencing that WHITTIER has procured the insurance required herein and that the insurance adds SANTA FE SPRINGS as an additional insured, shall be delivered to and approved by SANTA FE SPRINGS prior to the execution of the Agreement and the commencement of services hereunder. The procuring of such insurance or the delivery of policies or certificates evidencing the same, shall not be construed as a limitation of WHITTIER's obligation to indemnify SANTA FE SPRINGS, its officers, employees or agents.

During the life of the Agreement, WHITTIER shall purchase and maintain insurance policies and coverages with carriers that are acceptable to SANTA FE SPRINGS. Endorsements of all insurance policies will be required to add SANTA FE SPRINGS as an additional insured and to provide SANTA FE SPRINGS with a 60-day notice for any cancellation, material change, or non-renewal. Failure to furnish acceptable evidence of insurance or lapse of the policy will be a material breach and grounds for termination of the Agreement, including relieving SANTA FE SPRINGS of its responsibilities under the "Early Termination - Buy-out" provisions contained herein.

On a quarterly basis, WHITTIER shall provide SANTA FE SPRINGS with reports as to the status of all liability claims made as a result of WHITTIER'S performance under this Agreement.

In the event that this Agreement is terminated, all indemnification of SANTA FE SPRINGS by WHITTIER will cease and desist effective with the date and time of termination for all incidents creating liability which occur after that date and time.

9. MISCELLANEOUS

A. NOTICES

Any notices to be given under this Agreement shall be given by enclosing the same in the sealed envelope, postage prepaid, first-class, and depositing the same in the United States Mail, addressed as follows:

SANTA FE SPRINGS:
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670
Attn: CITY CLERK

WHITTIER:
City of Whittier
13230 Penn Street
Whittier, CA 90602
Attn: CITY CLERK

B. ENFORCEMENT OF AGREEMENT

This Agreement shall be construed and interpreted as to both validity, and performance of the parties, in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in a Court of Whittier jurisdiction in the County of Los Angeles, State of California, or any other appropriate court in such county.

C. DISPUTES

The administration of this Agreement may lead to disputes as to interpretation or application. These shall be resolved using the following remedies:

1) **Administrative Remedies**

In the event of any dispute arising under the administration of this

Agreement, the City Managers of SANTA FE SPRINGS and WHITTIER shall make every good faith and reasonable effort to reach a mutually agreeable resolution. After all efforts have been exhausted, the following actions may be taken:

For all disputes regarding WHITTIER police operations, WHITTIER employee discipline, assignments, supervision, and labor relations, the final decision of the WHITTIER City Manager, or Chief of Police, or their designee, shall prevail.

For all disputes regarding SANTA FE SPRINGS operations and staffing of the SANTA FE SPRINGS Department of Police/Community Relations, the final decision of the SANTA FE SPRINGS City Manager, or Assistant City Manager and Director of Police/Community Relations, or their designee, shall prevail.

Absent material resolution of the disputes, the CITIES may choose to exercise other remedies available under the provisions of this Agreement.

2) Formal Remedies

In the event of any dispute arising under this Agreement which cannot be resolved through the Administrative Remedies defined herein, the injured Party shall notify the injuring Party in writing of its contentions by submitting a claim therefor.

The injured Party shall continue performing its obligations hereunder so long as the injuring Party cures any default within ninety (90) days after service of the notice, or if the cure of the default is commenced within thirty (30) days after service of said notice and is cured within a reasonable time after commencement of the cure; provided that, if the default is an immediate danger to the health, safety and general welfare, SANTA FE SPRINGS may take immediate action to cure the immediate threat. Compliance with the provisions of this Section shall be a condition precedent to any legal action, and such compliance shall not be a waiver of any Party's right to take legal action in the event that the dispute is not cured.

D. WAIVER

No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be

construed as a waiver. SANTA FE SPRINGS' consent or approval of any act by WHITTIER requiring SANTA FE SPRINGS' consent to or approval of any subsequent act of WHITTIER or any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

E. RIGHTS AND REMEDIES ARE CUMULATIVE

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

F. LEGAL ACTION

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. However, both parties shall make every good faith and reasonable effort to exhaust all other remedies under the terms of this Agreement, before initiating Legal Action.

G. ATTORNEY'S FEES

If either Party commences an action against the other Party arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs of suit from the losing Party in an amount determined by the Court to be reasonable.

H. INTEGRATION

This Agreement, including Exhibits A, B, C, D, E, which are attached hereto and incorporated by reference as part of this Agreement, supersedes any and all other agreements whether oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the Covenants and Agreements between the parties with respect to this matter, and each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

I. AMENDMENT

This Agreement may not be materially altered, amended or modified without the written approval of both the SANTA FE SPRINGS and WHITTIER City Councils.

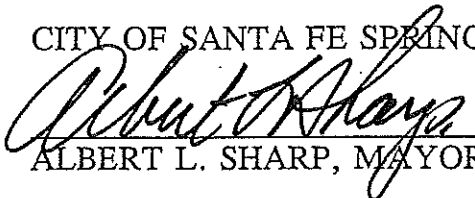
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

DATED: 4-18-95


CITY OF WHITTIER


MICHAEL SULLENS, MAYOR

CITY OF SANTA FE SPRINGS



ALBERT L. SHARP, MAYOR

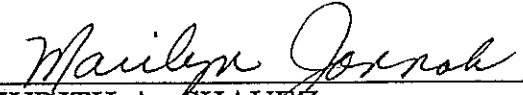
APPROVED AS TO FORM:


RICHARD D. JONES
WHITTIER CITY ATTORNEY


STEVEN SKOLNIK
SANTA FE SPRINGS CITY ATTORNEY

ATTEST:


GERTRUDE L. HILL
WHITTIER CITY CLERK

for 
JUDITH A. CHAVEZ
SANTA FE SPRINGS CITY CLERK

CITIES OF SANTA FE SPRINGS/WHITTIER
CONTRACT FOR SWORN LAW ENFORCEMENT SERVICES

EXHIBIT A
STATEMENT OF WORK

Notwithstanding the specific requirements defined in this "Statement of Work", it is the intent of this Law Enforcement Services Agreement to extend to Whittier Police Department the responsibilities and authority to provide police protection within the corporate limits of the City of Santa Fe Springs. This "Statement" gives specific detail as to those Whittier Police Department resources to be dedicated to fulfilling the provisions of this Agreement within Santa Fe Springs or to be available for support of that effort.

The general deployment of law enforcement resources within the City of Santa Fe Springs is done in an effort to enhance the philosophy of community-based and problem-oriented policing.

SWORN PATROL FUNCTION

Uniformed Patrol functions shall be provided on a shift standard staffing basis and in accordance with the attached "Model B" deployment. The shift standard staffing level is to be mutually agreed upon by the Chief of Police of Whittier and the Assistant City Manager and Director of Police/Community Relations of Santa Fe Springs. The Chief of Police of Whittier, or designee, and Assistant City Manager and Director of Police/Community Relations of Santa Fe Springs, or designee, can mutually agree to reallocate the number of patrol units allocated to each shift for minimum staffing purposes.

Whittier will assign 26 and allocate .4 sworn officers to Santa Fe Springs in order to accomplish this patrol coverage requirement.

INVESTIGATION

Whittier shall handle the investigation and related functions for all crimes which occur within the City of Santa Fe Springs. Such investigations shall include the goals of solving crime, seeking successful prosecution of such and preventing crime from occurring in the future.

Whittier shall assign 4 sworn officers to Santa Fe Springs for the purpose of accomplishing this task.

PROBLEM-ORIENTED POLICING TEAM

All Whittier law enforcement resources committed to Santa Fe Springs shall utilize the strategies and tools of problem-oriented policing in order to minimize crime and public disturbance concerns within the community. Whittier will however assign a specific team of officers to give particular focus to community public safety problem-solving.

Whittier shall assign 2 sworn officers to Santa Fe Springs for the purpose of accomplishing this task.

NON-SWORN PERSONNEL

Whittier shall provide direct clerical support for all sworn officers and police service operations within Santa Fe Springs. Such non-sworn staff shall, among other tasks, provide transcription, public contact, communications and recordkeeping support to officers and the City's Police Services Center. This non-sworn staff shall report to and work in the Santa Fe Springs Police Services Center. They will be scheduled in a manner that, when combined with existing staffing by Santa Fe Springs of the Center, will provide for 24 hour coverage of the Center every day of the year.

Whittier will assign 7 non-sworn employees to Santa Fe Springs to accomplish this task. Upon initiation of the Agreement, 1 of the 7 positions will be filled by a Santa Fe Springs employee. This employee, provided by Santa Fe Springs, as a minimum standard will meet the job description for the Whittier job classification of Police Services Assistant I/II EXHIBIT B - SCHEDULE OF COSTS of this agreement, reflects costing for only 6 Whittier non-sworn employees assigned to Santa Fe Springs. 7

SUPERVISION

Whittier shall supervise the conduct of all Whittier sworn personnel working within Santa Fe Springs while performing the police services functions set forth within this Agreement. One Sergeant shall have primary responsibility for administrative support to the SANTA FE SPRINGS Police Services Center.

Whittier shall assign 2 and allocate .4 Sergeants to Santa Fe Springs for the purpose of accomplishing this task.

WHITTIER POLICE DEPARTMENT MANAGEMENT, SUPERVISION, AND SUPPORT

The Whittier Police Department shall provide overall management and supervision to the sworn police services operation within Santa Fe Springs. The Department will provide all necessary headquarters services in support of the Santa Fe Springs operation. Such

support shall include, but not be limited to: specialized crime investigation, court liaison, dispatching, records management, crime analysis, tactical operations, and mutual aid.

Whittier shall allocate 40% of one Captain to serve as the team manager for Santa Fe Springs. Additionally, specific Department headquarters staff and resources have been allocated to perform this support function.

AUXILIARY WHITTIER SWORN OFFICER ASSIGNMENTS

The Whittier Police Department recognizes that contemporary policing philosophies of community policing require that sworn personnel periodically perform certain auxiliary assignments not necessarily part of their primary duties. Such assignments include, but are not limited to: participation on the School Attendance Review Team, Community Intervention Team, Juvenile Inter-Agency Task Force, Tactical Planning Team, Administrative Staff Team and Business Security and Safety Committee; liaisons to local schools, safe neighborhood team zones and community organizations; staff support to City Council and Commission meetings; and teaching programs in crime prevention, public safety, drugs and gangs.

Whittier has committed to involving all sworn officers assigned to Santa Fe Springs in these auxiliary assignments.

ASSIGNMENT OF SWORN OFFICERS TO SANTA FE SPRINGS

All sworn officers assigned to fulfilling the police services obligations of this Agreement shall be members of the Whittier Police Department. Of those officers, 32 shall be assigned to Santa Fe Springs. These officers will be generally managed from the Whittier police headquarters offices, but, they will report to, dress-out, receive their vehicles and brief at Santa Fe Springs facilities. Santa Fe Springs will be their operations base.

Consistent with other Whittier Police Department assignments, officers will be assigned to Santa Fe Springs for four years. Initial assignments will be phased with 8 officers assigned for 1 year, 8 for 2 years, 8 for 3 years, and 8 for 4 years. Generally, officers will rotate assignments on a quarterly basis.

SANTA FE SPRINGS ASSIGNMENT EXPECTATIONS

It is understood that given the nature of the police services contract relationship established by this Agreement, certain unique duty expectations exist for sworn officer assignments in Santa Fe Springs. Santa Fe Springs' expectations for the assignments of "Administrative/Field Sergeant", "Field Sergeant", and "Problem-Oriented Policing Team" are referenced for general guidance only.

MODIFICATIONS TO WORK STATEMENT

Nothing contained herein shall restrict the ability of the Whittier Chief of Police, or member of his command staff, with the concurrence of the Santa Fe Springs Assistant City Manager and Director of Police/Community Relations, to make assignment adjustments within the Santa Fe Springs assigned team in order to enhance effectiveness in accomplishing the purposes of this Agreement. Such adjustments shall not constitute a material modification of the Statement.

Model B

Enhanced model provides additional officers during peak periods of service.

<u>Allocation</u>	Officers	Corporals	Sergeants
Mornings	6	1	0
Days	6	1	1
Nights	9	1	1
Total	21	3	2 (26 Officers)

Same deployment as LASD

MORNING WATCH 2400-0800 hrs.	Sun	Mon	Tues	Wed	Thur	Fri	Sat
1. Corporal	X	"	"	"	"	"	X
2. Officer	X	X	"	"	"	"	"
3. Officer	"	X	X	"	"	"	"
4. Officer	"	"	X	X	"	"	"
5. Officer	"	"	"	X	X	"	"
6. Officer	"	"	"	"	X	X	"
7. Officer	"	"	"	"	"	X	X
# ON DUTY	5	5	5	5	5	5	5

* Requires 1 regional Sergeant.

Model B - Continued

Enhanced deployment

DAYS 0800-1600	Sun	Mon	Tues	Wed	Thur	Fri	Sat
1. Sergeant	X	"	"	"	"	"	X
2. Corporal	"	X	X	"	"	"	"
3. Officer	"	"	X	X	"	"	"
4. Officer	"	"	"	X	X	"	"
5. Officer	"	"	"	"	X	X	"
6. Officer	"	"	"	"	"	X	X
7. Officer	X	X	"	"	"	"	"
8. Officer	X	"	"	"	"	"	"
# ON DUTY	5	5	5	5	5	5	5

Enhanced deployment during peak service periods

NIGHTS 1600-2400	Sun	Mon	Tues	Wed	Thur	Fri	Sat
1. Sergeant	"	X	X	"	"	"	"
2. Corporal	X	X	"	"	"	"	"
3. Officer	"	X	X	"	"	"	"
4. Officer	"	"	X	X	"	"	"
5. Officer	"	"	"	X	X	"	"
6. Officer	"	"	"	"	X	X	"
7. Officer	"	"	"	"	"	X	X
8. Officer	X	"	"	"	"	"	X
9. Officer	"	"	"	X	X	"	"
10. Officer	"	X	X	"	"	"	"
11. Officer	X	X	"	"	"	"	"
# ON DUTY	7	6	7	7	7	8	8

CITIES OF SANTA FE SPRINGS/WHITTIER
CONTRACT FOR SWORN LAW ENFORCEMENT SERVICES

EXHIBIT "B"
COST SCHEDULE FOR OCTOBER 1, 1995 TO SEPTEMBER 30, 1996

	<u>DIRECT</u>	<u>ALLOCATED</u>	<u>TOTAL</u>
Salary & Wages (Sworn)			
511 Wages	\$1,682,231		\$1,682,231
Benefits	552,905		552,905
Workers Compensation	145,600		145,600
	<u>2,380,736</u>	<u>0</u>	<u>2,380,736</u>
Salary & Wages (Non-Sworn)			
511 Wages	153,279		153,279
Employee Benefits	55,417		55,417
594 Unemployment Insurance	1,170		1,170
595 Disability Pay	1,170		1,170
	<u>211,036</u>	<u>0</u>	<u>211,036</u>
Professional Services			
619 Professional Service	<u>15,500</u>	<u>3,125</u>	<u>18,625</u>
	15,500	3,125	18,625
Utilities			
625 Telephone/Fax	<u>5,000</u>		<u>5,000</u>
	5,000	0	5,000
Travel			
631 Travel/Meetings	1,000		1,000
634 Mileage Reimbursement	<u>1,000</u>		<u>1,000</u>
	2,000	0	2,000
Miscellaneous Service			
641-03 Recognition Awards	600		600
643 Training	11,000		11,000
649 Misc. Non-Professional Services	<u>1,250</u>		<u>1,250</u>
	12,850	0	12,850
Repairs & Maintenance			
654 Equipment Repairs & Maintenance	14,360	4,000	18,360
657 Tools	<u>500</u>		<u>500</u>
	14,860	4,000	18,860
Operating Materials			
662 Range	3,000		3,000
663 Photo Lab	4,000		4,000
664 Functional Supplies	12,000		12,000
664-25 Crime Prevention	2,000		2,000
665 Prisoner Care	39,000		39,000
666 Small Office Machines	1,000		1,000
667 Misc. Office Furnishings	<u>500</u>		<u>500</u>
	61,500	0	61,500

CITIES OF SANTA FE SPRINGS/WHITTIER
CONTRACT FOR SWORN LAW ENFORCEMENT SERVICES

EXHIBIT "B"
COST SCHEDULE FOR OCTOBER 1, 1995 TO SEPTEMBER 30, 1996

	<u>DIRECT</u>	<u>ALLOCATED</u>	<u>TOTAL</u>
Supplies			
673 Office Supplies	10,000		10,000
674 Wearing Apparel & ID	22,000		22,000
675 Postage	2,500		2,500
	<u>34,500</u>	<u>0</u>	<u>34,500</u>
Dues & Publications			
711 Dues/Memberships	400		400
712 Publications	0		0
	<u>400</u>	<u>0</u>	<u>400</u>
Miscellaneous Costs			
721 Liability Insurance	140,000		140,000
	<u>140,000</u>	<u>0</u>	<u>140,000</u>
SUBTOTAL	<u>2,878,382</u>	<u>7,125</u>	<u>2,385,507</u>
City Personnel Allocation Costs			
PD Staff Salaries		\$426,676	\$426,676
PD Staff Benefits		152,613	152,613
PD Staff Worker's Compensation		21,334	21,334
Mobile Equipment	1,000		1,000
Contribution for General Government		115,000	115,000
Controller's	5,000		5,000
	<u>6,000</u>	<u>715,623</u>	<u>721,623</u>
Other			
Contingency	100,000	(100,000)	0
	<u>100,000</u>	<u>(100,000)</u>	<u>0</u>
SUBTOTAL	<u>2,984,382</u>	<u>622,748</u>	<u>3,607,130</u>
TOTAL BASE YEAR COST	<u>\$2,984,382</u>	<u>\$622,748</u>	<u>\$3,607,130</u>

CITIES OF SANTA FE SPRINGS/WHITTIER
CONTRACT SWORN LAW ENFORCEMENT SERVICES

EXHIBIT "C"
IMPLEMENTATION AND FINANCING PLAN

Implementation of the initial agreement shall proceed according to the attached schedule which shows the major milestones and the approximate time in which each will be completed.

Financing of Start-up costs

The joint study revealed the estimated start-up costs to be \$1.3 million dollars. The cities have agreed to share equally in the payment of this amount, therefore, each city will be responsible for funding \$650,000. In order to administer the dispersion of these funds, the following procedure will be used:

Payment by the City of Santa Fe Springs

Santa Fe Springs will pay the City of Whittier \$120,000 on April 14, 1995. Santa Fe Springs will make the additional payments of \$110,000 on May 12, and on June 9, 1995. These payments are intended to assist Whittier defray the costs associated with recruitment, training, and preparation of the new police officers which will be added to the Whittier Police Department as a result of this agreement.

In addition to these payments Santa Fe Springs will expend another \$310,000 in the purchase of equipment and computers, modification of the Public Works facility, acquisition of special services, and on similar expenditures.

Payment by the City of Whittier

Whittier will spend the \$340,000 it receives from the City of Santa Fe Springs and in addition will expend another \$650,000 of its own funds in the recruitment and training of new personnel, for the payment of overtime for the existing staff, for the acquisition of equipment, and for similar goods and services.

Accounting and Record Keeping

Each city will maintain a detailed record of the expenditures showing how the money has been spent. Each city will be responsible for their own record keeping and will have the right to inspect the records of the other. At the end of the 1995-96 fiscal year, each city will present the other with an accounting of the amount of money which was spent by each party. If the total amount is less than \$1.3 million dollars then an adjustment will be made to assure that the total amount was shared equally by both cities. Any amount in excess of the \$1.3 million dollars will be absorbed directly by the cities themselves.

Nothing in this agreement will preclude or prevent either city from voluntarily electing to spend more than \$650,000. If either party chooses to spend more than the initial \$650,000 then the city will notify the other as a courtesy only.

Assignment of Whittier Sworn Officers to Santa Fe Springs

The Cities of Whittier and Santa Fe Springs recognize that a significant element in the success of this Agreement is the placement of sworn officers within each community who are particularly capable of meeting the job expectations of that City and of relating to the uniqueness of each community. The Implementation Phase provides an opportunity for assuring proper officer selection and placement. Thirty-two new officers will be hired by the City of Whittier and thirty-two officers will be selected for assignment to the City of Santa Fe Springs. To enhance the likelihood of good selection and placement as they relate to this Agreement, at a minimum, the following actions will be taken during the Implementation Phase by the respective Cities:

- 1) A member of the Santa Fe Springs Department of Police/Community Relations staff will serve as a member of the interview panel phase of the Whittier new sworn officer hiring process. This staff member will be selected by the Assistant City Manager and Director of Police/Community Relations of Santa Fe Springs.
- 2) The Santa Fe Springs Assistant City Manager and Director of Police/Community Relations shall be an active participant in the selection of Whittier sworn officers to be assigned to Santa Fe Springs.
- 3) Unique Santa Fe Springs City and community expectations will be communicated to all officers before their selection for assignment to Santa Fe Springs and their understanding of and willingness to meet those needs will be part of the placement decision-making process.

This process shall not be construed to limit the Police Chief of Whittier's ultimate authority to select and assign sworn personnel, as set forth within the provisions of this Agreement.

CITIES OF SANTA FE SPRINGS/WHITTIER
CONTRACT SWORN LAW ENFORCEMENT SERVICES
Exhibit "C"

IMPLEMENTATION MILESTONES

ACTION	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
1. SELECT SFS SERGEANTS		#####						
2. CONVERT SFS PUBLIC WORKS AREA	#####	#####	#####	#####	#####			
3. a. PROCURE & PREPARE VEHICLES b. PAINT VEHICLES c. EQUIP VEHICLES (Pursuit Specialties)		#####	#####	#####				
4. PURCHASE RADIOS & EQUIPMENT		#####	#####					
5. PREPARE REPORTING DISTRICTS PLAN		#####	#####					
6. TRANSITION MEETINGS LASD/WHITTIER			#####					
7. DISASTER COORDINATOR CROSS TRAINING						#####	#####	
8. ORIENT PUBLIC SAFETY OFFICERS						#####	#####	
9. REVIEW AND MODIFICATION OF WPD GENERAL ORDERS			#####					
10. CREATE GEO DATA BASE		#####	#####	#####	#####	#####	#####	
11. a. RECRUIT NEW POLICE OFFICERS b. HIRE OFFICERS c. TRAIN OFFICERS	#####	#####	#####	#####	#####		#####	
12. 911 CHANGE OVER							#####	

CITIES OF SANTA FE SPRINGS/WHITTIER
CONTRACT FOR SWORN LAW ENFORCEMENT SERVICES

EXHIBIT "D"
EQUIPMENT AND MAINTENANCE

As referenced the Agreement for Sworn Law Enforcement Services ("Agreement"), this exhibit details the procurement, maintenance, and replacement of the associated equipment that is related to this contract. This exhibit also addresses the Equipment Replacement Fund and the buyout provisions that would occur as a result of contract termination.

Equipment	Procurement	Maintenance	Replacement
Vehicles (14)	SFS	SFS	SFS
Ballistic Vests	SFS/WPD	N/A	SFS
Computer Interface Units	SFS/WPD	WPD	SFS
Mobile Digital Computers (6)	SFS/WPD	WPD	SFS
MP-5 Firearms	SFS/WPD	WPD	SFS
Radio: Mobile (10)	SFS/WPD	WPD	SFS
Radio: Hand-held (32)	SFS/WPD	WPD	SFS
Pagers (32)	WPD	WPD	SFS
Personal Computers in SFS	SFS	SFS	SFS
Transcribers in SFS	SFS	SFS	SFS
Small Office Equipment in SFS	SFS	SFS	SFS

SFS = Santa Fe Springs, WPD = Whittier Police Department.

Equipment Replacement Fund

As part of this Agreement, the City of Santa Fe Springs will fund, on a yearly basis, an Equipment Replacement Fund, to be maintained by the City of Santa Fe Springs, and to be used for replacing, on a case-by-case basis, the equipment that is related to this Agreement. This fund will make available \$30,000 per year for these purposes.

Buyout Provisions

In the event that this contract is terminated by either party during the first term of the Agreement, the ownership of the related equipment will be negotiated between both parties. In the event that this contract is terminated after the first term of this Agreement, any original equipment that is determined to be serviceable shall become the property of the Whittier Police Department. Any equipment that has been acquired by the City of Santa Fe Springs through its Equipment Replacement Fund shall become the property of Santa Fe Springs.

CITIES OF SANTA FE SPRINGS/WHITTIER
CONTRACT FOR SWORN LAW ENFORCEMENT SERVICES

EXHIBIT "E"
TECHNICAL AGREEMENTS

As referenced in the Agreement for Sworn Law Enforcement Services ("Agreement"), this exhibit details the agreements that define the usage and access to the various technically related portions of this contract, including the California Law Enforcement Telecommunications System (CLETS), radio frequencies, computer data, and the 911 emergency telephone system. As deemed appropriate by operational necessity, the Chief of Police of Whittier, in consultation with the Assistant City Manager and Director of Police/Community Relations of Santa Fe Springs may issue modifications to the guidelines set forth herein.

California Law Enforcement Telecommunications System (CLETS)

Pursuant to directions of the Department of Justice, California Law Enforcement Telecommunications System (CLETS), and Part 10 of the National Crime Information Center Operating Manual, it is agreed that the Whittier Police Department shall have management control over the electronic switches, satellite computers and terminals and other manual terminals interfacing directly or indirectly with the NCIC computer for the interstate exchange of criminal history information maintained in the California files accessible through the CLETS.

It is further agreed that the Whittier Police Department shall have authority to set and enforce (1) priorities; (2) standards for selection, supervision, and termination of assignment of personnel; and (3) policy governing the operation of computers, circuits, and telecommunications terminals used in conjunction with this Agreement which are used to store, process, and/or transmit criminal history and other record information derived or transmitted via CLETS.

Whittier Police Department Computer System

Authorized Santa Fe Springs personnel shall be allowed access to and use of the Whittier Police Department's Computer Information system. Authorization, access, and use shall be in accordance with the policies and provisions of the Whittier Police Department's General Orders.

Radio Frequencies

The Whittier Police Department, licensee for certain radio frequencies, will retain sole control of the radio frequency. Whittier Police Department will grant permission to the City of Santa Fe Springs, as Co-Operator, to use frequencies for intercommunications with the licensee using voice radios, Mobile Data Computers (MDC's) and the Police Department's Mobile data network, subject to the following conditions: (1) Co-Operator will exercise control and responsibility for the use of the voice radios and MDC's; (2) Co-Operator will operate the equipment on the assigned frequencies in compliance with FCC rules, California Law Enforcement Telecommunications Systems (CLETS) rules and policies, and the policies of the Whittier Police Department; (3) use of the assigned frequencies shall be restricted to those transmissions necessary to perform authorized work on specified data bases; (4) personnel

operating the MDC's and radios must be employees of the Co-Operator; (5) this agreement may be canceled at any time by either party, subject to the terms of the Agreement. The aforementioned uses are for the accomplishment of Emergency Preparedness and Crime Report Preparation by non-sworn Public Safety Officers.

911 Agreement

Under the terms of this Agreement, the Whittier Police Department will serve as the Public Safety Answering Point (PSAP) for the City of Santa Fe Springs for all emergency calls for service (911 calls), which includes calls for police, fire, and ambulance.

Summary of Changes (Pending)