

REQUEST FOR PROPOSALS

TO CONDUCT POLICE SERVICES
ANALYSIS FOR THE
CITY OF WASCO

CITY OF WASCO



Request for Proposals
To Conduct Police Services Analysis
For the City of Wasco

Release date: July 22, 2009

Closing date: August 21, 2009

Contact person: Jim Zervis, City Manager

Background

The City of Wasco is a growing and vibrant community located in the heart of the most diversified agricultural region in the world. Wasco nestles cozily among blooming rose fields, almond and pistachio orchards, sugar beets, and grapes, many varieties of fruits and vegetables, and white cotton fields. Wasco is universally known as the Rose Capital of the Nation. The City is a general law city incorporated in 1945. The City itself has a current population of roughly 19,000 and has annexed the Wasco State Prison providing an additional statistical base of roughly 6,000.

Strategically located in California's central valley, Wasco is the gateway to the central coast. A short two hour drive can take you to the beach, the mountains, or a major metropolitan area. Just 139 miles north of Los Angeles and 257 miles south of San Francisco, Wasco is only 26 miles from Bakersfield. The City currently employs 64 full-time staff members who provide services in the areas of Public Works, Water, Refuse, Sewer, City, Finance, Building Inspection, Community Development, Animal Control, and Code Enforcement. Fire protection services are contracted with Kern County Fire Department. Law enforcement services are contracted with the Kern County Sheriff's Department. The current contract cost for law enforcement services is \$2.9 million for thirteen (13) deputies, two (2) senior deputies, one (1) sergeant, and three (3) records clerks.

Introduction

The City was incorporated in 1945, which gives it a long history in all aspects of local government. In 1981 the City Council decided to disband its own police force and opt for a contract with the Kern County Sheriff's Department. At that time, Kern County was able to offer law enforcement services at a lower cost than a fully funded City police department.

In addition to their other law enforcement duties, Sheriff's deputies began providing a full range of traffic safety services. All of the officers of the defunct Wasco Police Department were brought into the Sheriff's Office. In 1984 deputies assigned to the Wasco City Substation became the first Sheriff's Office personnel to use radar for traffic enforcement. For a short time the Sheriff's Office continued to operate the Wasco County Substation from the Shafter Courthouse, and the

Wasco City Substation from the police department building at 764 E Street in Wasco. In early 1982 the two stations were combined in the Wasco police building. This facility was already too small for the clerk, 12 deputies, four senior deputies, sergeant, and lieutenant then staffing the station. The operation continued to work from this facility until 1985 when it was moved to the current location (748 F Street), a refurbished fire station at the corner of 8th and F Streets. This move brought the station directly across the street from the original substation of the 1930s. The Wasco Substation is under the command of the Substations Commander Francis Moore, North Area Lieutenant Curtis Cornelison and Wasco Substation Sergeant Bryan Armendariz.

Throughout the past twenty-eight years the City of Wasco has remained under contract with the Kern County Sheriffs Department for law enforcement services and is currently one of only two remaining cities in Kern County without a local city police department.

In May of 2009 the City Council Contract Review Committee met and reviewed the Kern County Sheriff Contract along with other City service contracts. The Committee has recommended that this Request for Proposal be issued due to significant cost increases from Kern County and the desire for increased local control over public safety. Witnessing the City of Tehachapi's successful transition from a contract City to a City Police Department two years ago further illustrated the benefits of having a local police force.

The large cost increase associated with the Kern County Sheriff Department contract has played a significant roll in the decision to evaluate how local public safety needs are met. This cost increase was first felt in 2005/06 when, under a new contract, the County policy changed to require the Sheriff to recover all costs associated with their contracts. The result of this policy change was a cost increase of roughly 26%.

Financial Conditions

The City is in a good financial position as a result of proper planning and a large amount of growth. City Staff however remain concerned that the lack of control over law enforcement costs under the contract poses a long term threat to the City. The current contract costs for law enforcement services are approximately \$2.9 million. This is approximately 45% of our City's General Fund expenditures. This percentage has drastically increased over the past few years as a result of cost reductions throughout all other general fund departments as a result of the current economic recession coupled with increasing costs under the county contract.

Police Operations

Under contract, the County provides thirteen (13) deputies, two (2) senior deputies, one (1) sergeant, and three (3) records clerks, and dispatch services. This level of service has seemed to be adequate. The number of deputies per 1,000 people is much greater in the City than is provided in the County. However,

in accordance with this RFP the City is seeking to verify the level of law enforcement needed within the City.

Scope of Services

Comparison Analysis

The purpose of this study is to evaluate the quantitative and qualitative costs and benefits of two police force configurations: 1) "all-contract", or 2) "in-house." Based on the comparison analysis, the consultant will recommend which operational model to implement. The scope of this study also includes preparing an "Implementation Action Plan" for the force configuration recommended by the consultant and accepted by the City Council.

The consultant selected to complete the study faces many challenges in undertaking the scope of work, including:

- Structuring the study to create an "apples-to-apples" comparison from a "department function" perspective;
- Identifying variables with which to evaluate the different force configurations and obtaining the necessary data;
- Identifying credible "comparable cities" (with regard to each operational model studied), which will serve as reference points for identifying the "optimally" sized and scoped Wasco police force. The cities used, along with other state and/or national data obtained, will form the "industry standards" utilized in the study;
- Adhering to the time-frames and milestone deadlines prescribed in the consultant's original proposal;
- Developing reliable cost estimates for the force configurations studied. One of the configurations ("all contracts") relies heavily on negotiated outcomes with Kern County and/or other service providers. Therefore, the methodology behind the cost estimates developed for these two options must be clearly stated and agreed upon by the City before being utilized.

Work Product Format

Consultant will provide one (1) unbound copy, twenty (20) bound copies and one (1) electronic copy of all papers submitted under the Scope of Services. All papers should be placed in 1½" - 1" three-ring binders with the fronts and spines of all binders clearly labeled. Report sections of each paper shall be tabbed. All reports should have a Table of Contents highlighting locations of tables, charts and graphs within the report. Additionally, all reports should contain an Executive Summary to the extent that recommendations are summarized in an easy-to-read/use table format, which should be incorporated into the report.

The following guidelines represent the minimum specifications required as part of the scope of work.

"Process" Note: It is understood that the consultant will solicit City input and/or require strategic direction from the City at key points during the study. In your

responses, please identify these “intersection points” with Staff, the Project Team and City Council.

Phase 1: Evaluation of Existing Conditions & “Assumptions”

Required Elements:

Conduct interviews & focus group sessions with the City Manager, City Council, and the public concerning desired size and scope of police force based upon City’s resources & priorities, e.g., amount of time spent on “preventative” law enforcement work versus “reactive” work, etc.

Identify variables to be used in the comparison analysis, e.g., crime rate, population, ratio of “free” versus “committed” time in comparison to industry standards, the amount of time devoted to “preventative” law enforcement, etc.

Identify comparable cities and other labor market data (national, state and/or local) that will be utilized. Comparable data should be obtained with regard to the operational models to be studied.

Identify and evaluate growth factors for the department, e.g., State and Federal mandates that will determine that the police force will be providing “x” service or function by the year “y”; population growth rate of Wasco; demographic projections for the City, etc. The relationship between the growth factors identified in this Phase and the force’s projected size and functions for the two police force configurations are to be studied over a five (5)-year period.

Determine the size of an appropriately scoped “all-contract force” and “in-house force” based upon measured data for year one.

Review existing law enforcement contract from policy, programmatic and legal perspectives.

Consultant will need to obtain City’s concurrence with consultant’s conclusions before finalizing this Phase’s work product.

Work Product #1: Report submitted in the format specified above containing the Phase 1 elements.

Phase 2: Comparison Analysis

Required Elements:

Based upon Phase 1 results, determine capital, operations (break out personnel costs), and maintenance costs of “all-contract” versus “in-house” police force configurations for Wasco from the fiscal year 2008-2009 (baseline year) through FY 2024-2025.

In studying the “in-house” operational models, please highlight if there will be any growth in non-Police Department operations costs for the City, e.g., growth in the General Services Department (fleet & facilities), Administrative Services Department (personnel), Finance Department or

legal counsel to support a reconfigured contract, in-house or partial-contract law enforcement operation.

For the “in-house” operational models studied, one-time “start-up costs” or “transition costs” should be broken out from on-going capital, operations and maintenance cost estimates. Assumptions for one-time start-up costs, e.g., starting point and time frame to form a police force, etc., should be clearly stated and agreed to by the City before being finalized.

Identify and evaluate the relationship between the growth factors identified in Phase 1 and the force’s projected size and functions for the two police force configurations to be studied for the next five (5) years.

Identify State and Federal grants, foundation funding and/or other non-General Fund funding sources to help support costs (grants may not be tailored to all of the operational models studied).

Identify “one-time” or “start-up” costs that may have alternative financing options to lessen the impact of establishing a new local force, e.g., a leased vehicle fleet vs. purchased vehicle fleet.

Based upon the two operational models studied and all other aspects of the study thus far, consultant is to recommend a preferred force configuration for implementation.

Consultant will need to obtain City’s concurrence with consultant’s conclusions before finalizing this Phase’s work product. As part of the City’s concurrence, all cost estimates must be evaluated with regard to the City’s long-term financial model.

Work Product #2: Report submitted in the format specified above containing the Phase 2 elements.

Phase 3: Implementation Action Plan

Required Elements:

Required Tasks/Steps

Time frames (including start date) are required. The City must agree to this task before finalizing. A gantt chart shall be included with this task.

Start-up/transition/initial year’s budget. This item should be developed closely with the City before finalizing as it will be more detailed in nature than the “one-time start-up cost estimates” included in Phase 2. This item includes one-time start-up costs and a first year’s budget.

Identification of State and Federal grants, foundation and/or other non-General Fund funding sources to help offset General Fund costs for start-up (time frames developed for task listed above should identify and incorporate application periods for obtaining grants).

Work Product #3: Report submitted in the format specified above containing the Phase 3 elements.

RFP RESPONSE FORMAT

The RFP respondent shall submit one (1) unbound and eight (8) bound copies of the RFP response with all of the information requested. In order to simplify the proposal evaluation process, the City is seeking RFP responses in the following format:

***IMPORTANT - Please submit your RFP responses with tabs corresponding to the lettered items under #2 in the outline below. Use of tabs corresponding to the outline will assist the review team in evaluating your firm's proposal.**

- 1) Cover/Cover Letter
 - A) Firm/entity name
 - B) Brief description of the firm/entity
 - C) Subconsultants or joint venture identified (if applicable to your proposal)
- 2) RFP Response
 - A) Information about the consultant firm(s) including: organizational structure(s), location of principal office(s), years in business, number of employees and other pertinent information
 - B) Key personnel and roles
 - i. Name of the principal or project manager in the firm/entity who will have direct and continued responsibility for the services provided to the City. This person will be the City Staff's first point-of-contact on all matters dealing with the services offered, and will handle day-to-day activities through to completion.
 - ii. Outline of responsibilities/roles of firm/entity personnel with respect to providing the services requested (Note: if the proposal includes more than one firm/entity, please identify the responsibilities and roles of each firm)
 - iii. Experience/resumes of project assignment personnel
 - C) Qualifications of the Firm/Entity(s)
 - i. Description of similar project/assignments
 - ii. Project/assignment references
 - D) Response to the Scope of Services requested and other key issues raised in RFP
 - i. Description of process, key milestones, elements included in the study, deliverables and "intersection points" with the City during the course of the study
 - E) Time Frame for Completion of Phases 1-3
 - i. Gantt Diagram by month showing completion of key milestones (phases, tasks and working papers) assuming a beginning date of October 1, 2009, for Phases 1-3

- ii. Council meeting dates (1st and 3rd Tuesday of each month) should be incorporated into the time frames for completion
- F) Cost by Phases and Total Cost
- i. Include hourly billable rates of all personnel assigned to the project
 - ii. Include a project contingency breakdown
 - iii. Include any other billable costs (and corresponding unit costs) associated with the proposal, e.g., direct charges such as copying costs, travel, etc., if applicable (i.e., not included in the overall proposal cost to the City)
 - iv. Include a task list tied to billable hours
 - v. Include a billing schedule tied to the scope of work; this schedule should show dollar amounts or percentages of the total contract cost. The billing schedule should be included in the Diagram referred to in Section E(i) above.

GENERAL TERMS AND CONDITIONS

Limitation: The Request for Proposals (RFP) does not commit the City of Wasco (City) to award a contract, to pay costs incurred in the preparation of the firm's RFP response or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all RFP responses received as a result of this request, to negotiate with any/all qualified sources or to cancel all or part of this RFP.

Award: The firm/entity chosen to conduct the management study may be required to participate in negotiations and to submit such revisions of its proposals as may result from negotiations. The City reserves the right to award a contract/select a service provider without discussion based upon the initial proposals.

Signatures: The consultant's RFP response shall provide the following information: name, title, address and telephone number of the individuals with authority to bind the service provider and also who may be contacted during the period of proposal evaluation. An official authorized to bind the consultant shall sign the consultant's RFP response.

PROPOSAL SUBMISSION

One (1) unbound original and eight (8) bound, sealed copies of the proposal must be received no later than **4:30 p.m., August 21, 2009**, at the City of Wasco.

City of Waco

764 E Street
Wasco, CA 93280

Attn: Jim Zervis, City Manager

- Late proposals will not be accepted.

SELECTION CRITERIA

In reviewing proposals, a City review team will use a standardized selection:

- Experience and qualifications of staff assigned to the project
- References (particularly municipal agencies) and relevant work performed for those references
- Firm/entity key personnel accessibility to City Staff
- Willingness and demonstrated ability to meet deadlines
- Demonstrated understanding of issues raised by City in RFP and completeness in addressing the scope of work
- Program design with regard to involvement of Staff, Project Team and Council
- **Bonus Points** (for exceptional responses in relation to the issues raised in this RFP)

SELECTION PROCESS AND TIME FRAME

July 22, 2009 - Release date of RFPs

August 21, 2009 - RFP responses due no later than 4:30 p.m./PDT

August 24, 2009 - RFP responses distributed to review team

August 25, 2009 - Review team meeting. Scoring and other review team criteria evaluated.

August 26, 2009 - Letters mailed to firm(s) not scheduled to be interviewed or not selected

August 31 – September 4, 2009 – Up to the top five (5) RFP respondents' interviews with review panel

September 7, 2009 - Firm/entity notified of Staff's recommendation to Council

September 8 - 9, 2009 - Contract development

September 15, 2009 - Council adopts resolution approving a contract with RFP respondent selected to conduct the police services study

ATTACHMENTS

- City of Wasco organizational chart
- Police budget and copy of current contract (including all attachments)

CITY OF WASCO
ANNUAL BUDGET
FISCAL YEAR 2009/2010
DEPARTMENT OBJECT DETAIL BUDGET

Department	Object	Original Budget	Amended Budget	Actual Budget	Actual Budget	City Council Approved
Police	30000	\$ 18,800	\$ 28,600	\$ 49,100	\$ 30,000	Ex 2009/2010

Stored Vehicles	30410	\$ 18,800	\$ 28,600	\$ 49,100	\$ 30,000	\$ 30,000
Fingerprint Fees	30420	\$ 2,940	\$ 4,283	\$ 4,920	\$ 4,000	\$ 5,000
Court Fines	30430	\$ 22,628	\$ 4,693	\$ 16,925	\$ 4,000	\$ 5,000
DUI	30440	\$ (10,556)	\$ 4,339	\$ 11,680	\$ 30,000	\$ 30,000
Parking Citations	30450	\$ 3,730	\$ 14,800	\$ 19,089	\$ 17,000	\$ 20,000
Defensive Driving	30460	\$ 4,121	\$ -	\$ -	\$ -	\$ -
Public Safety	30470	\$ 3,154	\$ 5,578	\$ 5,966	\$ 6,000	\$ 6,000
Policing Parcel Tax	30475	\$ -	\$ 11,251	\$ 3,305	\$ 25,000	\$ 25,000
Policing Parcel Tax 06-01	30476			\$ 24,479	\$ 15,000	\$ 15,000
CDBG Grant	30550	\$ -	\$ -	\$ 94,617	\$ -	\$ -
WUHSD Contribution	33310	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ -
Office of Traffic Safety DUI Grant	33315	\$ -	\$ -	\$ -	\$ 8,103	\$ 5,000
Transfer In - Cops	38130	\$ 100,000	\$ 86,300	\$ 104,000	\$ 100,000	\$ 100,000
Transfer In - SCPP	38140	\$ -	\$ -	\$ 9,580	\$ -	\$ -
Transfer In Universal Hiring Grant	38150	\$ 222,400	\$ -	\$ 142,822	\$ -	\$ -
Transfer In Univ. School Grant	38160	\$ 111,200	\$ -	\$ -	\$ -	\$ -
Total Revenue		\$ 478,418	\$ 169,844	\$ 496,484	\$ 239,103	\$ 241,000

Sheriff Contract Services	50020	\$ 2,052,143	\$ 2,674,722	\$ 2,748,148	\$ 2,936,359	\$ 2,905,258
Supplemental Contract Services	50021		\$ -	\$ -	\$ 25,000	\$ 10,000
Special Events	50220	\$ 1,869	\$ 3,360	\$ 455	\$ 500	\$ -
Bike Patrol	50260	\$ 3,997	\$ -	\$ -	\$ -	\$ -
Radar Repair	50270	\$ 177	\$ -	\$ -	\$ 500	\$ 500
Postage	50290	\$ 123	\$ 297	\$ -	\$ -	\$ -
Office Supplies	50310	\$ 1,007	\$ 1,820	\$ -	\$ 100	\$ 100
Misc.	52030	\$ -	\$ 696	\$ 650	\$ 500	\$ 500
Capital Outlay	52040	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial	52110	\$ 979	\$ 1,617	\$ 8,825	\$ 9,500	\$ 9,500
Janitorial Supplies	52115	\$ -	\$ -	\$ -	\$ -	\$ 1,000
Parking Citations	52160	\$ 900	\$ 1,359	\$ -	\$ -	\$ -
Oper. Trans Out - Facility Maint.	80550	\$ -	\$ -	\$ 20,308	\$ 16,593	\$ 14,752
Transfer Out - SCPP	81640	\$ 5,030	\$ -	\$ -	\$ -	\$ -
Transfer Out - Univ Hiring Grant	81650	\$ 320,490	\$ -	\$ -	\$ -	\$ -
Total Operating Expense		\$ 2,386,716	\$ 2,683,870	\$ 2,778,387	\$ 2,989,052	\$ 2,941,610

Total Expenditures		\$ 2,386,716	\$ 2,683,870	\$ 2,778,387	\$ 2,989,052	\$ 2,941,610
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Total Surplus/(Deficit)		\$ (1,908,298)	\$ (2,514,027)	\$ (2,281,903)	\$ (2,749,949)	\$ (2,700,610)
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CITY OF WASCO
ANNUAL BUDGET
FISCAL YEAR 2009/2010
STAFFING DETAIL

DEPARTMENT: SHERIFF

FUND: 01

DEPT: 140

CONTRACTED EMPLOYEES

						2009/2010 CC Approved	Annual Salary CC Approved
Existing Positions:							
Commander		1.00	1.00	1.00	1.00	1.00	
Sergeant		1.00	1.00	1.00	1.00	1.00	
Sr. Deputy Sheriff		2.00	2.00	2.00	2.00	2.00	
Deputy Sheriff		11.00	12.00	13.00	13.00	13.00	
School Resource Officers		2.00	2.00	0.00	0.00	0.00	
Clerks		3.00	4.00	4.00	4.00	4.00	
Total Existing Positions		20.00	22.00	21.00	21.00	21.00	0.00
Requested New Positions:							
Total Requested New Positions		0.00	0.00	0.00	0.00	0.00	0.00
Total Salaried Employees		20.00	22.00	21.00	21.00	21.00	0.00

CALCULATION OF DEPUTY COSTS, 2009-10 **CITY OF WASCO**

PERSONNEL COSTS:

(S&B schedule 09-10 with 4% Increase 7/1/09)

Regular Wages:

<u>Position</u>	<u>Number</u>	<u>Salary & Benefits</u>	<u>Total Cost</u>	<u>% of Cost Applicable</u>	<u>Net Costs</u>	<u>TOTALS</u>
Deputy Sheriff II-CA, C step	13	\$117,125	\$1,522,630	100.00%	\$1,522,630	
Sr Dep Sheriff C, C step	2	119,730	239,461	100.00%	239,461	
Sheriff Sergeant C-A, E step	1	157,342	157,342	100.00%	157,342	
Commander CM - E Step	0	0	0	0.00%	0	
Office Services Tech - Step C	3	59,389	178,167	100.00%	178,167	
Totals - FTE	19.00 *					\$2,097,600

Overtime Costs: (Calculated @ 9%)

	<u>Number</u>	<u>Annual Sal</u>	<u>Total O/T Salaries @ 9%</u>	<u>7.65% Overtime Benefits</u>	<u>Net Costs</u>
Deputies	13	\$65,423	\$76,545	\$5,856	\$82,400
Sr Deputies	2	\$67,075	\$12,073	\$924	\$12,997
Sergeant	1	\$90,926	\$8,183	\$626	\$8,809
Totals	16		\$96,802	\$7,405	\$104,207
Shift Differentials		Salary & Benefits		7.5% SD	Net Costs
Deputy Sheriff II-CA, C step	4	\$ 502,468		\$37,685	\$37,685
Sr Dep Sheriff C, C step	1	\$ 119,730		\$8,980	\$8,980
Sheriff Sergeant C-A, E step	0	\$ -		\$0	\$0
					46,665

TRANSPORTATION COSTS:

<u>Vehicle Lease</u>	<u>Miles per Year</u>	<u>Cost per Miles</u>	<u>% of Cost Applicable</u>	<u>Cost per Year</u>
Vehicle, Gas & Maint	16	15,000	0.55	\$132,000
			100.00%	\$132,000

PERSONAL EQUIPMENT:

	Number	Unit Cost	Total Cost	% of Cost Applicable	Net Costs
Annual Uniform Allowance	16	\$900	\$14,400	100.00%	\$14,400

LIABILITY INSURANCE: (See Schedule B)

Used Budget Expenditure Key 6902

Percentage Applied to Sworn vs Non-sworn	Net Cost for Sworn	County Personnel	Cost per Person	Sworn & Non-sworn in City Contract	Net Costs
90.00%	\$2,668,220	568	\$4,698	16	\$75,161
10.00%	296,469	759	\$391	3	1,172
		<u>1,327</u>			
Total Operational Cost	\$2,964,689				\$76,333

DISPATCH COSTS:

Total Cost Dispatch	Total No. Units	Units Assigned	Cost/Unit	Net Cost to City
3,985,620.58	400	16	9,964	\$159,425

OFFICE SUPPLIES (Includes office machines, phones, etc. - See Schedule C.)

Total Office Supplies	Divide by Auth staff	Avg Cost Per Employee	Personnel Assigned	Net Costs
\$1,925,094	1327	\$1,451	19	\$27,564

TRAINING COSTS: (See Schedule D)

Total Training Cost	No. Sworn Officers	Cost Per Sworn Off	Sworn Off in City	Net Costs
\$2,139,911	568	\$3,767	16	\$60,279

* Does not include Commander

ADMINISTRATIVE COSTS (Not Covered in the Above - See Schedule E

	Cost to Ops of Svs&Spl & Appl S&B	Authorize Positions FY 07-08	Cost Per Employee	No. of Employees Assigned	Net Cost
*	\$7,064,298	* 1327	\$5,324	19	<u>\$101,147</u>
Annual Contract Cost FY09/10	(13 Deps, 2 Sr Deps, 1 Sgt, 3 OSTs)				<u>\$2,819,619</u>
Prior Yr Contract Cost FY08/09	(14 Deps, 2 Sr Deps, 1 Sgt, 4 OSTs)				<u>\$3,046,546</u>
Increase or (Decrease)					(\$226,927) -7.45%

C:\Documents and Settings\jizervis\Local Settings\Temporary Internet Files\OLK40\Wasco 0910_Rev.xls\Wasco Deputy-FY0910

WASCO CITY CONTRACT

AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES WITHIN THE CITY OF WASCO

THIS AGREEMENT made and entered into this 26th day of July, 2005 by and between the County of Kern, a political subdivision of the State of California (hereinafter called "County"), and the City of Wasco, a municipal corporation in the County of Kern (hereinafter called "City").

WITNESSETH:

WHEREAS, pursuant to the authority provided in the Government Code, CITY and COUNTY desire to contract in order that COUNTY, through Sheriff, will perform law enforcement services within the CITY

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The basic level of services to be provided shall include continuous twenty-four hour per day patrol service and response to calls at a level not less than that provided by the Sheriff in adjacent areas of the COUNTY, including related back-up and auxiliary services such as reserve, investigative, criminalistic, supervisorial, and traffic service functions.

Except as altered in accordance with Paragraph 10 hereof, the staffing level of personnel dedicated to service within CITY shall be, one (1) Sheriff's Sergeant, two (2) Senior Deputies, 13 (thirteen) Deputy Sheriff's and three (3) Substation Clerks. In addition, this complement of personnel shall be supported by an appropriate number of Sheriff's supervisory and management personnel, as deemed necessary by the COUNTY. It is understood between parties that some of the Deputy Sheriff positions may be paid by CITY through grants obtained by the CITY. Should a grant run out, the parties shall meet to determine the future of the affected position(s) within the contract.

It is agreed that the Sergeant, Senior Deputies, Deputies and Clerks dedicated to the CITY shall each be scheduled to work forty (40) hours per week, less vacation, sick leave, or any other approved or mandated times away from work and, except as herein provided, will not be replaced during these periods of absence. If a deputy is absent due to a work-related injury while performing duties for the CITY covered by section 4850 of the Labor Code, the deputy will be replaced after being absent for thirty (30) consecutive working days or, in the COUNTY's discretion, the COUNTY will credit the CITY for its contract costs for the total period of absence.

If a deputy is called to active military duty for more than thirty (30) consecutive days, the COUNTY shall either replace the position with another deputy or deduct the cost of the deputy on military leave from the contract for the total period of time the deputy is on military leave. As of the day the dedicated deputy is replaced or the dedicated deputy returns to duty in the City of Wasco, the CITY shall resume paying all costs of the dedicated or replacement deputy as the case may be.

The deputy in charge may temporarily modify work schedules as necessary to accommodate unusual circumstances, emergency situations, or other law enforcement requirements. When such situations occur, the deputy in charge shall advise the City Manager or his designate of the staffing reduction as soon as practical.

2. The law enforcement services to be provided by the COUNTY to the CITY within the CITY's incorporated area shall include:
 - A. Enforcement of State Statutes;
 - B. Enforcement of ordinances of CITY (excluding animal control, building and construction);
 - C. Police protection of the type provided by the Sheriff;
 - D. Traffic enforcement, including the use of radar, with the exception of such traffic enforcement as may be provided by the California Highway Patrol on any freeway traversing the CITY or as required by statute;
 - E. All detective, juvenile and other specialized services provided by the Sheriff in the unincorporated areas of the COUNTY, such as homicide investigations and narcotics enforcement;
 - F. Attendance of the North Area Substation Division Commander or his designate at meetings of the City Council of CITY and such other meetings of commissions and boards of the CITY as the CITY may specify;
 - G. All other law enforcement services of the type provided by the Sheriff within the unincorporated areas of the COUNTY.

The Sheriff shall not be required to assume any enforcement duty or function inconsistent with those performed by the Sheriff under the ordinances of the COUNTY and the statutes of the State of California.

3. The Sheriff shall give prompt consideration to all requests of the City Manager regarding the delivery of general law enforcement services, including staffing assignments, and make every reasonable effort to comply with requests consistent with good law enforcement practices and other provisions of this agreement. To facilitate the timely exchange of such information between the CITY and the COUNTY, there shall be established an administrative committee consisting of the City Manager, the North Area Substation Division Commander and the Wasco City Substation Sergeant. This committee shall meet from time to time for the purpose of discussing areas of performance covered under this agreement.
4. For the purposes of performing services and functions pursuant to this agreement, and only to give official status to such performance, every County Deputy or employee shall be deemed to be an ex-officio officer of the CITY while engaged in performing any such service or function which is a municipal function falling within the scope of this agreement.
5. The CITY shall have the right to discuss with the COUNTY issues of concern related to matters covered under this agreement. However, the manner or rendition of services, the standard of performance, the discipline of employees and other matters incident to the performance of services, including control of personnel so employed, shall remain under the exclusive control of the Sheriff. The Sheriff shall, however, give extraordinary consideration to requests of the City Manager which may relate to manner of rendition of services, the standard of performance, the discipline of deputies and other matters incident to the performance of services for personnel assigned to the CITY. In the event of a dispute between the parties as to the duties and functions to be rendered or the manner of their performance, determinations by the Sheriff shall be final and conclusive as between the parties.
6. An inventory of furnishings and fixtures contributed by the CITY and the COUNTY for purposes of supplying the substation shall be maintained throughout this agreement. Each party will continue to bear their own costs of such items and upon termination of this agreement, said items or like kind shall be returned to the respective agency who had original ownership.
7. COUNTY shall provide the necessary supplies, equipment services and materials required for performing its duties under this agreement, including vehicle acquisition, maintenance, fuel and replacements.
8. COUNTY and CITY shall determine where such law enforcement quarters are to be located within the CITY. It is expressly understood that the COUNTY may use such quarters in connection with the performance of its duties in territory outside the CITY and adjacent territory, provided however, that the performance of such non-city duties shall be at no additional cost to the CITY.

9. At the time of execution of this Agreement, the estimated charge to the CITY for the services and functions to be performed by the COUNTY at the level of service agreed upon by the CITY is \$2,019,344.00 for the 2005-2006 fiscal year. The estimated actual cost of the functions and services to be performed by the COUNTY at the level of service agreed upon by the CITY is \$2,361,901.00 for the 2005-2006 fiscal year. The estimated charge of \$2,019,344.00 includes an agreed upon deferred payment of 75% of all contract costs other than actual Personnel Costs. Personnel Costs include regular salary, all benefits and overtime. The actual Personnel Costs will always be paid in full by the CITY for each fiscal year during the term of this contract.

Beginning in fiscal year 2006-2007, CITY will pay all actual costs of the functions and services provided in addition to the deferred payment from fiscal 2005-2006. The deferred cost for other services and functions for fiscal 2005-2006 is \$342,557. This amount will be paid by the CITY to the COUNTY over the remaining four (4) fiscal years of the contract at a rate of 25% per year which is \$85,639.25 per year. In summary, the intent of this paragraph is that each deferred payment shall be in addition to CITY paying COUNTY the total actual cost of COUNTY providing to CITY all functions and services described herein over the last four (4) fiscal years of the term of this Agreement.

The total cost charged to the CITY does not include expenses attributable to services or facilities normally provided to all cities within the COUNTY as part of enforcement duties and functions performed by the Sheriff under the ordinances and regulations of the COUNTY and the statutes of the State of California. The method used in arriving at the total cost charged to the CITY, is the application of the established actual personnel and operational costs (including a nine (9%) percent overtime factor) associated with maintaining the agreed upon number of dedicated COUNTY employees assigned to the CITY. This actual cost having been established by departmental average of total Sheriff's operational personnel. The cost formula and its components are set forth in Exhibit "A" hereof which is attached hereto and incorporated herein by reference.

The rates charged for each function of service shall be analyzed, recomputed, and revised annually by COUNTY in accordance with the cost accounting procedures utilized in connection with this Agreement (see Exhibit "A"). The revisions shall be submitted to the CITY together with explanatory information not later than April 1 of each year. Absent written objection by the CITY within sixty (60) days after receipt from the COUNTY of the revised rates, the revised rates shall be deemed to be incorporated by reference in this Agreement in their entirety to be effective on the July 1 following.

The CITY shall determine the level of law enforcement service and police protection required within CITY for the forthcoming year for each year of the term of the agreement and notify COUNTY thereof by May 1 of each year. The CITY and COUNTY will meet and confer on CITY staffing levels if the levels

are deemed to be below the safe minimum staffing standard utilized by the COUNTY to provide effective law enforcement services. Following the determination of the level of law enforcement service and police protection mutually agreed upon for the forthcoming contract year, such determination shall be prepared as an amendment to this Agreement to be submitted to and approved by the City Council and the County Board of Supervisors in time to be effective on July 1 of each year.

10. COUNTY shall render to CITY on a quarterly basis a statement of costs incurred by CITY for services rendered by COUNTY under this agreement during the previous quarter. CITY shall pay COUNTY the amount due within thirty (30) days of receipt of such statement.
11. The CITY shall bear the additional cost of "Special Event" overtime coverage for those functions requiring additional law enforcement services, i.e., Wasco Rose Festival, Christmas Parade, Homecoming, Chile Verde Cook-off, etc. The Special Event overtime, for a specific event, must have prior approval by the CITY to qualify as a CITY cost. City will be furnished with an approximation of required "Special Event" hours no later than April 1 of each year to be effective on the July 1 following. The CITY cost shall be computed in accordance with the hourly overtime rate established in Exhibit "A", attached hereto and the COUNTY shall bill the CITY quarterly in accordance with Paragraph 11, hereof.
12. The CITY, its officers and employees, shall not assume by this agreement any liability for the direct payment of any salary, wages, or other compensation to any officer or employee of COUNTY that is performing services hereunder for the CITY, or for any other liability other than that provided for in this agreement.
13. COUNTY shall defend, indemnify, and hold harmless the CITY, its agents, officers, council persons, commissioners, and employees, for any liability for injury to or death of any person or damage to or loss of any property caused by any negligent or wrongful act or omission occurring in the performance of this agreement by COUNTY. The CITY shall defend, indemnify, and hold harmless COUNTY, its agents, officers, and employees for any liability for injury to or death of any person or damage to or loss of any property caused by any negligent or wrongful act or omission occurring in the performance of this agreement by CITY, its officers, agents, or employees.
14. CITY, through its City Manager, shall have access to reports and other documents pertaining to the law enforcement services within the CITY in accordance with the Public Records Act (Government Code Section 6250 et seq.). COUNTY shall transmit monthly, to the City Manager, statistical reports on crime occurrence, traffic incidents, and other contract services within the CITY.

15. COUNTY shall provide monthly briefings to the City Council regarding law enforcement activities. COUNTY shall conduct semi-annual sessions with the City Council for the purpose of setting goals and objectives and evaluating goals and objectives previously established.
16. The COUNTY shall provide a procedure by which the City Council is notified or informed of complaints associated with the COUNTY's performance under this agreement, provided, however, that such procedure may exclude those which are confidential by law.
17. The COUNTY shall introduce all newly appointed Staff Members at the City Council meetings.
18. All vehicles assigned by the COUNTY to the CITY shall be marked with CITY decals agreed upon by the CITY and COUNTY. The decals shall be paid for by the CITY.
19. All work performed hereunder is subject to limitations of Section 23008 of the Government Code of the State of California, and in accordance therewith, before any work is performed or services rendered pursuant hereto, an amount equal to the cost to the CITY must be reserved by the CITY from its funds to ensure payment for work, service, or materials provided by COUNTY hereunder.
20. Except as provided for in Paragraph 10 hereof, this agreement shall take effect on July 1, 2005 and, unless sooner terminated as provided herein, shall terminate on June 30, 2010. At the option of the CITY with written notice given not less than one-hundred and eighty (180) days prior to the date of termination and with the consent of the Board of Supervisors of the COUNTY, it shall be renewable thereafter for successive periods of not to exceed five years. Either party may terminate this contract upon one-hundred eighty (180) days written notice which notice shall take effect at the end of the fiscal quarter in which the one-hundred eightieth day falls.
21. Notices given to parties under this agreement shall be deemed given when personally delivered to the following officials and places, or forty-eight (48) hours after deposit in the United States mail, postage prepaid, addressed as follows:

TO THE COUNTY

Office of the Sheriff
Kern County Sheriff
1350 Norris Road
P.O. Box 2208 (93308)
Bakersfield, CA. 93308

TO THE CITY

Office of the City Manager
746 8th Street
P.O. Box 190
Wasco, CA 93280

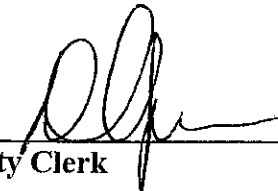
Either party may change its address by providing notice to the other party in the manner herein described.

22. No waiver with respect to one covenant, term or condition shall be deemed to constitute a waiver of any other covenant, term, or condition herein, or a waiver of any prior or subsequent failure to perform such covenant, term, or condition.
23. The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective governing boards, successors, assigns, and legal representatives. Notwithstanding the foregoing, neither party may assign its rights or obligations hereunder in whole or in part.
24. This agreement contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be given effect, and this agreement may only be amended by a writing signed by the parties.
25. The invalidity of any provisions of this agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.
26. Each person executing this agreement represents and warrants that he or she is authorized by the party for whom he or she is executing this agreement to execute and deliver this agreement on behalf of same and that this agreement is binding on same in accordance with its terms and provisions.
27. The parties hereto agree that the provisions of this agreement will be construed pursuant to the laws of the State of California. Venue for any legal proceeding involving this agreement shall be in the courts of Kern County, California.
28. Time is hereby expressly declared to be of the essence of this agreement and each and every provision herein.

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IN WITNESS THEREOF, CITY by resolution duly adopted by its council caused this agreement to be subscribed by its Mayor and attested by its Clerk, and the COUNTY, by order of its Board of Supervisors, has caused this contract to be subscribed by the Chairman and the seal of said Board to be affixed thereto and attested by the Clerk of said Board on the day and year first hereinabove written.

ATTEST:

By: 
City Clerk

ATTEST:

Clerk of the Board of Supervisors

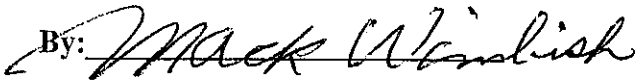
By: 
Deputy Clerk

APPROVED AS TO CONTENT AND
RECOMMENDED:

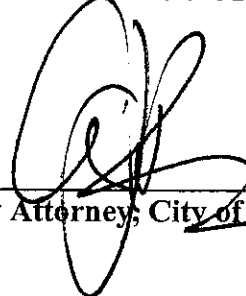
By: 
City Manager, City of Wasco

APPROVED AS TO CONTENT AND
RECOMMENDED:

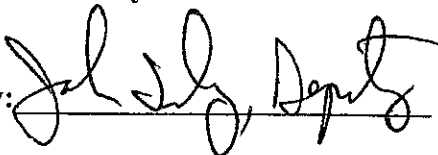
Kern County Sheriff's Department

By: 

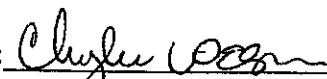
APPROVED AS TO FORM:

By: 
City Attorney, City of Wasco

APPROVED AS TO FORM:
Office of the County Counsel
Kern County

By: 

CITY OF WASCO

By: 
Mayor

COUNTY OF KERN

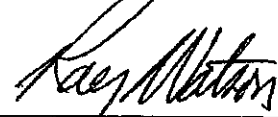
By: 
Chairman, Board of Supervisors

EXHIBIT A - CALCULATION OF WASCO CONTRACT - 2005-06

Revised by: Dan Turley 19-May-05

PERSONNEL COSTS:

Regular Wages:

Position	Number	Annual Salary & Benefits	Total Cost	% of Cost Applicable	Net Cost To City	TOTALS	AGMT W/CITY TOTALS (75%)
Deputy II CA 'C' step	13	\$100,212	\$1,302,752	100.00%	\$1,302,752		
Sr Dep C 'D' step	2	114,278	228,556	100.00%	228,556		
Sergeant CA 'E' step	1	135,445	135,445	100.00%	135,445		
Commander C M 'E' step	1	175,829	175,829	0.00%	0		
Office Services Tech 'C' Stp	3	45,933	137,798	100.00%	137,798		
FTE	20.00 *					\$ 1,804,550 \$	1,804,550

Overtime Costs: (Calculated @ 9%)

	Number	Annual Sal	Total O/T Salaries @ 9%	Overtime Benefits	Net Cost To City		
Deputies	13	\$55,218	\$64,605	\$15,300	\$79,906		
Sr Dep	2	\$63,812	\$11,486	\$2,720	\$14,206		
Sgts	1	\$76,744	\$6,907	\$1,636	\$8,543		
Totals	16		\$82,999			\$ 102,655 \$	102,655

TRANSPORTATION COSTS:

Type	Miles per Year	Cost per Miles	% of Cost Applicable	Cost per Year		
Patrol Vehicles	15	15,000	100.00%	\$91,200	\$ 91,200 \$	22,800

PERSONAL EQUIPMENT:

	Number	Unit Cost	Total Cost	% of Cost Applicable	Net Cost To City		
Annual Uniform Allowance	16	\$800	\$12,800	100.00%	\$12,800	\$ 12,800 \$	3,200

ABILITY INSURANCE: (See Schedule B)

Used Budget Expenditure Key 6902

Percentage Applied to Sworn vs Non-sworn	Net Cost for Sworn	County Personnel	Cost per Person	Sworn & Non-sworn in City Contract	Net Cost To City		
90.00%	\$1,483,610	500	\$2,968	16.00	\$47,482		
10.00%	164,868	673	245	3.00	735		
Total Operational Cost	\$1,648,678				\$48,217	\$ 48,217 \$	12,054

DISPATCH COSTS:

Total Cost Dispatch	Total No. Units	Cost/ Unit	Units Assigned	Net Cost to City
\$2,844,268	310	\$9,175	16.00	\$146,801
				\$ 146,801 \$ 36,700

OFFICE SUPPLIES (Includes office machines, phones, etc. - See Schedule C)

Total Office Supplies	Divide by Auth. staff	Avg Cost Per Employee	Personnel Assigned	Cost to City	TOTALS
\$1,719,032	1173	\$1,466	20	\$29,310	\$ 29,310 \$ 7,328

TRAINING COSTS: (See Schedule D)

Total Training Cost	No. Swrn Officers	Cost Per Swrn Off	Swrn Off in City	Net Cost to City
\$1,376,353	500	\$2,753	16.00	\$44,043
				\$ 44,043 \$ 11,011

ADMINISTRATIVE COSTS (Not Covered in the Above - See Schedule E)

Cost to Ops of Svcs&Spl & Appl S&B	Authorize Positions 2005-06	Cost Per Employee	No. of Empls Assigned to City	Net Cost
\$4,983,276	1173	\$4,248	20	\$84,966
				\$ 84,966 \$ 21,242

* Excludes Direct Detention costs, Canine Program costs, Helicopter costs and Search and Rescue costs

Annual Contract Cost FY05/06

Less Annual Building Rental

Annual Net Contract Cost

For Year Contract Cost FY04/05

Increase (Decrease) in dollars

Percentage (Decrease) %

Amount to be recovered over 4 years (AGMT w/City to defer 75% of all non-personnel costs)

Amount to be recovered each ensuing 4 years (06/07-09/10) + re-calculated costs each year for current year.

Quarterly Billing Amount for 05/06 (no recapture of Deferred costs in this year)

\$	2,364,542	\$	2,019,344
\$	-		
\$	2,361,901	\$	2,019,344
\$	1,904,963	\$	1,904,963
\$	456,938	\$	114,381
	23.99%		6.00%
	\$		342,557
	\$		85,639
	\$		504,836

CONTRACT CITIES MASTER WORKSHEET FY 2005-06

Revised by: Dan Turley 17-May-05

Input values beginning at cell C-98

XHIBIT A:

PERSONNEL COSTS - Schedule A:

Regular Wages

Position	Number	Annual Salary & Benefits	Total Cost	% of Cost Applicable	Net Cost To City
Deputy II CA 'C' step	1	\$100,212	\$100,212	100.00%	\$100,212
Sr Dep C 'D' step	1	\$114,278	\$114,278	100.00%	\$114,278
Sergeant CA 'E' step	1	\$135,445	\$135,445	100.00%	\$135,445
Commander C M 'E' step	1	\$175,829	\$175,829	0.00%	\$0
Office Services Tech "C" Stp	1	\$45,933	\$45,933	100.00%	\$45,933
Crime Prevention Specialist "C" Stp	1	\$57,328	\$57,328	100.00%	\$57,328
Totals					

*Commander = .25

Overtime Costs: (Calculated @ 9%)

	Number	Annual Salary	Total Overtime Sal @ 9%	Overtime Benefits	Total Overtime Costs
Deputies	1	\$55,218	\$4,970	\$1,177	\$6,147
Sr Dep	1	\$63,812	\$5,743	\$1,360	\$7,103
Sgts	1	\$76,744	\$6,907	\$1,636	\$8,543
Totals					

TRANSPORTATION COSTS:

Type	Number	Miles per Year	Cost per Miles	% of Cost Applicable	Cost per Year
Patrol Vehicles	1	15,000	0.38	100%	\$5,700

PERSONAL EQUIPMENT:

Type:	Number	Unit Cost	Gross Cost	% of Cost Applicable	Net Cost To City
Uniforms	1.0	\$800	\$800	100.00%	\$800
Uniforms/Sh Com Sp 2	1.0	\$350	\$350	100.00%	\$350

ABILITY INSURANCE: (See Schedule B)

Used Budget Expenditure Key 6902

Percentage Applied to Sworn vs Non-sworn	Net Cost for Sworn	County Personnel	Cost per Person	Sworn & Non-sworn in City Contract	Net Cost To City
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90.00%
10.00%

\$1,483,810	500	\$2,968
<u>\$164,868</u>	673	<u>\$245</u>
\$1,648,678	1173	

DISPATCH COSTS

	Total Cost Dispatch	Total No. of Units Disp	Cost/ Unit	Incidents to City/Yr	Net Cost to City
49 Personnel in Comm Center	\$2,844,268	310	\$9,175.06		

OFFICE SUPPLIES (Includes office machines, phones, etc. - See Schedule C)

Key 6841-Clothing	Total	Divide by	Avg Cost	Personnel	Cost to
Key 6871-Maint Off Eq	Office	Auth staff	Per Employee	Assigned	City
Key 7450-Gen Off Exp	Supplies				
Key 7452-Postage	\$1,719,032	1173	\$1,466		

RAINING COSTS: (See Schedule D)

Commander - Includes S&B, Flex Plan	Total	No. Swrn	Cost Per	Swrn Off	Net Cost
Sheriff Sgt - Includes S&B, & Uniforms	Training	Officers	Swrn Off	in City	to City
Sr Deputy - Includes S&B, & Uniforms	Cost				
Deputy					
Office Service tech	\$1,376,353	500	\$2,753		

ADMINISTRATIVE COSTS (Not Covered in the Above - See Schedule E)

(Excluded Costs)	Cost to Ops	Authorize	Cost	No. of Empl's	Net Cost
Clothing	of Svs&Spl	Positions	Per	Assigned to City	
Inmate Clothing	& Appl S&B	FY 01-02	Employee		
Phones					
Comm - Radio & Microwave	\$4,983,276	1173	\$4,248		
Maint Off Eq					
Household Exp					
Ins-Fire and Boiler, A/C					
Ins-Gen Liab					
Maint-Grounds					
Helicopter					
Projects-Cap, Maint					
Trng					
Reservs					
SAR					
Utilities					

Schedule A: Breakdown of Salary Cost

Position	Salary	Benefits	Total Salaries & Benefits
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Deputy II C A 'C' step	\$55,218	\$44,993.35	\$100,212	\$39.82	\$9.43	\$49.25
Sr Dep C 'D' step	\$63,812	\$50,466.03	\$114,278	\$46.02	\$23.28	\$69.30
Sergeant CA 'E' step	\$76,744	\$58,701.22	\$135,445	\$55.34	\$14.09	\$69.43
Commander C M 'E' step	\$95,577	\$80,252.10	\$175,829			
Office Services Tech 'C' Stp	\$27,744	\$18,188.84	\$45,933			
Crime Prevention Specialist "C" Stp	\$36,501	\$20,827.51	\$57,328			
Benefits						
OASDI		Safety	General			
Retirement		7.650%	7.650%			
Wkrs Comp Ins		40.000%	20.970%			
Unemployment	yes=1 no=0	15.450%	0.930%			
Kern Flex		0.582%	0.582%			
		10.000%				
Medical-Flat Rate		\$9,523	\$9,523.			
Dental-Flat Rate		\$0	\$0			
Retiree Health Bene.		\$306	\$306			

Schedule B

Personnel - Per Salary Worksheet

2005-06

Sworn =

Sheriff	1
Undersheriff	1
Chief	3
Commanders	17
Sergeants	58
Senior Deputies	87
Deputies	333

Total Sworn Personnel

500

Total Personnel

1173

Schedule C

Computation of Office Supplies

Comm-Telephone & Telegrap	Key 6841	\$1,151,332
Maint Equip - Office Equipm	Key 6971	\$60,000
Office Expense	Key 7450	\$436,400
Office Expense Postage	Key 7452	\$71,300
		<u>\$1,719,032</u>

Schedule D

Training Division Staff

	Personnel	Unit Cost	Total Cost
Commander - Includes S&B, Flex Plan & Uniforms	1	\$176,629	\$176,629
Sheriff Sgt - Includes S&B, & Uniforms	3	\$136,245	\$408,735
Sr Deputy - Includes S&B, & Uniforms	1	\$115,078	\$115,078
Deputy	4	\$101,012	\$404,047
Office Service tech	2	\$45,933	\$91,865
key 7740 - Travel & Training			<u>\$180,000</u>
Total			<u>\$1,376,353</u>

Schedule E
Breakdown of Final Budget

DESCRIPTION	Account	Amount	Exclusions (not billed to City)
Clothing & Personal Supplies	6830	\$ 818,500.00	
Inmate Clothing & Supplies	6832	\$ 457,075.00	(\$652,720)
Comm - Telephone & Telegraph	6841	\$ 1,042,522.00	(\$404,844)
Comm - Radio & Microwave	6842	\$ 144,544.00	(\$1,151,332)
Food	6870	\$ 3,355,702.00	(\$87,873)
Household Expense	6880	\$ 528,400.00	(\$3,108,850)
Insurance	6900		(\$410,970)
Insurance I/F	6902		(\$225,835)
Maintenance Equipment	6970		(\$1,648,678)
Maint Equip - Office Equipment	6971		(\$60,000)
Maintenance Struct, Imp & Grnds - Genl	7001		(\$984,687)
Sher Fac - Resurface Road	7076		(\$10,000)
Water Treatment Plant Oper	7312		(\$101,400)
Medical Dental & Lab Supplies	7350		
Memberships	7400		
Office Expense	7450		(\$436,400)
Office Expense - Postage	7452		(\$71,300)
Office Expense - Books/Subscriptions	7455		
Prof & Spec Services	7500		
PSS/Data Processing	7525		
Fire Department Charges	7530		\$0
PPS/Blood Tests	7540		
PSS/Hospital Charges	7565		
PSS/Agrmnts W/Private Entities	7581		
Publications & Legal Notices	7600		
Rents & Leases, Equipment	7630		
Rents & Leases, Structures	7650		
Small Tools & Instruments	7690		
Special Departmental Expense	7700		
SDE/ Miscellaneous	7703		(\$11,450)
SDE/Photography & Fingerprints	7708		
SDE/Special Funds	7709		
SDE/Dog Program	7710		(\$201,500)
SDE/Toxic Chemical Disposals	7711		(\$60,500)
SDE/Work Release	7717		
SED/Inmate Welfare	7719		(\$43,500)
SED/Promotion	7725		(\$443,100)
Transportation & Travel	7740		
Transportation & Travel - I/F	7741		(\$180,000)
TT/Investigative Travel	7742		\$76,875
TT/County Garage	7745		\$43,000
TT/Personal mileage	7750		\$2,362,575
TT/Out of County	7755		\$1,500
TT/Other Transportation	7760		\$214,142
TT/Helicopter	7761		\$105,500
TT/S.C.T. Training	7762		\$694,949
TT/Transportation of Prisoners	7763		\$197,128
TT/Search & Rescue	7764		(\$59,500)
			(\$55,000)

TT/Reserve Support
Utilities

7765	\$31,000	(\$31,000)
7780	\$1,087,424	(\$1,087,424)
Total	\$19,765,791	(\$14,782,515)
Less: Exclusions	(\$14,782,515)	
Total Administrative Costs	\$4,983,276	

Exclusions represent costs presented elsewhere and direct detention costs

0

COMMUNICATION CENTER SALARIES & BENEFITS

Used for Dispatch Costs on Master Worksheet

EMPLOYEE NAME	POSITION	ITEM #	SALARY RANGE	STEP	REGULAR SALARY
1 DIETER MARY E		2460	58.5	E	
2 RANKIN JODI DAWSENE		3050	48.5	E	
3 VACANT		3164	44.2	A	
4 CARTER JUDITH D		3164	44.2	E	
5 EDDY GENA R		3164	44.2	E	
6 MACIAS SABRINA R		3164	44.2	E	
7 PICKETT LESLIE A		3164	44.2	E	
8 BERTRAND GWENDOLYN S		3164	44.2	E	
9 VACANT		3318	54.6	A	
10 SINGH SYLVIA B		3318	54.6	E	
11 FREDERICK JODI L		3318	54.6	E	
12 OLINGER TAMMY S		3318	54.6	E	
13 CHASE PATRICIA K		3318	54.6	E	
14 LONGWITH CHERYL R		3318	54.6	E	
15 MEBANE JENNIFER		3319	52.6	C	
16 CHAVEZ CONSUELO		3319	52.6	C	
17 ALLRED KELLY ANN		3319	52.6	D	
18 BLAKE-LOBB GLENN L		3319	52.6	D	
19 SANDRINI CHYRILL		3319	52.6	E	
20 MCCORD REBECCA A		3319	52.6	E	
21 VACANT 911		3320	52.6	A	
22 MILLER DANIEL C		3321	50.6	A	
23 ACHEN CHRISTINE M		3321	50.6	A	
24 COLEMAN LISA		3321	50.6	A	
25 CULP TAMARA		3321	50.6	A	
26 VACANT		3321	50.6	A	
27 VACANT		3321	50.6	A	
28 VACANT		3321	50.6	A	
29 VACANT		3321	50.6	A	
30 BRUCE CHRISTINA MARIE		3321	50.6	C	
31 LAURITZEN VANESSA L		3321	50.6	C	
32 DERRYBERRY DON MICHAEL		3321	50.6	D	
33 CREECH LAURA L		3321	50.6	E	
34 HARTMANN KAROLYN W		3321	50.6	E	
35 COWAN SCHAEFFER SUSAN LAVAL		3321	50.6	E	
36 MORGAN GLORIA A		3321	50.6	E	
37 TROUT MICHELE C		3321	50.6	E	
38 KOBER STACY LEIGH		3321	50.6	E	
39 PINON SYLVIA		3321	50.6	E	
40 NELSON KATIE E		3323	48.6	A	
41 PATRICK MISTY ANN		3323	48.6	A	
42 VACANT		3328	47.6	A	
43 VACANT		3328	47.6	A	
44 WULFEKUEHLER TAMMY L		3328	47.6	B	
45 EGELSTON ALICE G		3328	47.6	B	
46 MATTHEWS MICHELLE K		3328	47.6	C	
47 COFFEE JENNIFER LYNN		3328	47.6	C	
48 GORETSKI JENNY REBECCA		3328	47.6	C	
49 FUQUA DANIEL F	M	4453	65.8	E	

LONGEVITY PAY	KERNFLEX KEY 6580	PREMIUM PAY	TOTAL REG. SAL KEY 6110
			\$58,917.31
			\$36,495.30
			\$23,184.74
			\$29,450.68
			\$29,434.92
			\$28,868.86
			\$28,302.81
			\$28,302.81
			\$39,731.78
			\$48,502.58
			\$50,442.68
			\$48,502.58
			\$51,412.74
			\$50,442.68
			\$41,712.16
			\$39,998.80
			\$42,885.20
			\$42,044.32
			\$43,897.77
			\$43,897.77
			\$35,959.60
			\$32,764.53
			\$32,764.53
			\$32,764.53
			\$32,764.53
			\$32,545.79
			\$32,545.79
			\$32,545.79
			\$32,545.79
			\$37,399.57
			\$37,399.57
			\$39,534.59
			\$39,730.42
			\$40,525.02
			\$41,319.63
			\$39,730.42
			\$41,319.63
			\$39,730.42
			\$40,382.64
			\$30,000.36
			\$29,596.15
			\$28,022.85
			\$28,022.85
			\$30,924.26
			\$29,827.12
			\$35,555.95
			\$31,716.71
			\$31,716.71
			\$91,577.18

FICA KEY 6410	FICA 2	RETIREMENT KEY 6420	UNEMP. COMP KEY 6570	MEDICAL KEY 6510	DENTAL KEY 6530	RETIREE MEDICAL KEY 6550
		20.97%	0.58%	0.93%	\$9,523.00	\$0.00
\$3,652.87	\$854.30	\$10,876.14	\$269.16	\$9,652.93	\$0.00	\$357.42
\$2,262.71	\$529.18	\$6,737.03	\$163.46	\$9,652.93	\$0.00	\$357.42
\$1,437.45	\$336.18	\$4,279.90	\$105.92	\$9,652.93	\$0.00	\$357.42
\$1,789.87	\$418.60	\$5,329.19	\$129.30	\$9,652.93	\$0.00	\$357.42
\$1,824.97	\$426.81	\$5,433.69	\$129.30	\$9,652.93	\$0.00	\$357.42
\$1,789.87	\$418.60	\$5,329.19	\$129.30	\$9,652.93	\$0.00	\$357.42
\$1,754.77	\$410.39	\$5,224.70	\$129.30	\$9,652.93	\$0.00	\$357.42
\$1,754.77	\$410.39	\$5,224.70	\$129.30	\$9,652.93	\$0.00	\$357.42
\$2,463.37	\$576.11	\$7,334.49	\$181.51	\$9,652.93	\$0.00	\$357.42
\$3,007.16	\$703.29	\$8,953.58	\$221.58	\$9,652.93	\$0.00	\$357.42
\$3,127.45	\$731.42	\$9,311.72	\$221.58	\$9,652.93	\$0.00	\$357.42
\$3,007.16	\$703.29	\$8,953.58	\$221.58	\$9,652.93	\$0.00	\$357.42
\$3,187.59	\$745.48	\$9,490.79	\$221.58	\$9,652.93	\$0.00	\$357.42
\$3,127.45	\$731.42	\$9,311.72	\$221.58	\$9,652.93	\$0.00	\$357.42
\$2,586.15	\$604.83	\$7,700.07	\$190.56	\$9,652.93	\$0.00	\$357.42
\$2,479.93	\$579.98	\$7,383.78	\$182.73	\$9,652.93	\$0.00	\$357.42
\$2,658.88	\$621.84	\$7,916.61	\$192.08	\$9,652.93	\$0.00	\$357.42
\$2,606.75	\$609.64	\$7,761.38	\$192.08	\$9,652.93	\$0.00	\$357.42
\$2,721.66	\$636.52	\$8,103.53	\$200.55	\$9,652.93	\$0.00	\$357.42
\$2,721.66	\$636.52	\$8,103.53	\$200.55	\$9,652.93	\$0.00	\$357.42
\$2,229.50	\$521.41	\$6,638.14	\$164.27	\$9,652.93	\$0.00	\$357.42
\$2,090.74	\$488.96	\$6,225.00	\$154.06	\$9,652.93	\$0.00	\$357.42
\$2,031.40	\$475.09	\$6,048.33	\$149.68	\$9,652.93	\$0.00	\$357.42
\$2,031.40	\$475.09	\$6,048.33	\$149.68	\$9,652.93	\$0.00	\$357.42
\$2,031.40	\$475.09	\$6,048.33	\$149.68	\$9,652.93	\$0.00	\$357.42
\$2,017.84	\$471.91	\$6,007.95	\$148.68	\$9,652.93	\$0.00	\$357.42
\$2,017.84	\$471.91	\$6,007.95	\$148.68	\$9,652.93	\$0.00	\$357.42
\$2,017.84	\$471.91	\$6,007.95	\$148.68	\$9,652.93	\$0.00	\$357.42
\$2,017.84	\$471.91	\$6,007.95	\$148.68	\$9,652.93	\$0.00	\$357.42
\$2,318.77	\$542.29	\$6,903.96	\$170.86	\$9,652.93	\$0.00	\$357.42
\$2,318.77	\$542.29	\$6,903.96	\$170.86	\$9,652.93	\$0.00	\$357.42
\$2,451.14	\$573.25	\$7,298.09	\$180.61	\$9,652.93	\$0.00	\$357.42
\$2,463.29	\$576.09	\$7,334.23	\$181.51	\$9,652.93	\$0.00	\$357.42
\$2,512.55	\$587.61	\$7,480.92	\$181.51	\$9,652.93	\$0.00	\$357.42
\$2,561.82	\$599.13	\$7,627.60	\$181.51	\$9,652.93	\$0.00	\$357.42
\$2,463.29	\$576.09	\$7,334.23	\$181.51	\$9,652.93	\$0.00	\$357.42
\$2,561.82	\$599.13	\$7,627.60	\$181.51	\$9,652.93	\$0.00	\$357.42
\$2,463.29	\$576.09	\$7,334.23	\$181.51	\$9,652.93	\$0.00	\$357.42
\$2,503.72	\$585.55	\$7,454.64	\$181.51	\$9,652.93	\$0.00	\$357.42
\$1,860.02	\$435.01	\$5,538.07	\$137.06	\$9,652.93	\$0.00	\$357.42
\$1,834.96	\$429.14	\$5,463.45	\$135.21	\$9,652.93	\$0.00	\$357.42
\$1,737.42	\$406.33	\$5,173.02	\$128.02	\$9,652.93	\$0.00	\$357.42
\$1,737.42	\$406.33	\$5,173.02	\$128.02	\$9,652.93	\$0.00	\$357.42
\$1,917.30	\$448.40	\$5,708.62	\$141.28	\$9,652.93	\$0.00	\$357.42
\$1,849.28	\$432.49	\$5,506.09	\$136.26	\$9,652.93	\$0.00	\$357.42
\$2,204.47	\$515.56	\$6,563.63	\$147.67	\$9,652.93	\$0.00	\$357.42
\$1,966.44	\$459.89	\$5,854.91	\$144.90	\$9,652.93	\$0.00	\$357.42
\$1,966.44	\$459.89	\$5,854.91	\$144.90	\$9,652.93	\$0.00	\$357.42
\$5,449.80	\$1,327.87	\$26,126.97	\$387.35	\$9,652.93	\$0.00	\$357.42

TOTAL
SALARIES
& BENEFITS

\$306.00

TOTAL
SAL & BEN

\$84,580.13	\$84,580.13
\$56,198.03	\$56,198.03
\$39,354.54	\$39,354.54
\$46,546.18	\$46,546.18
\$47,260.03	\$47,260.03
\$46,546.18	\$46,546.18
\$45,832.32	\$45,832.32
\$45,832.32	\$45,832.32
\$60,297.62	\$60,297.62
\$71,398.54	\$71,398.54
\$73,845.20	\$73,845.20
\$71,398.54	\$71,398.54
\$75,068.53	\$75,068.53
\$73,845.20	\$73,845.20
\$62,804.12	\$62,804.12
\$60,635.57	\$60,635.57
\$64,284.96	\$64,284.96
\$63,224.51	\$63,224.51
\$65,570.37	\$65,570.37
\$65,570.37	\$65,570.37
\$55,523.28	\$55,523.28
\$52,690.63	\$52,690.63
\$51,479.39	\$51,479.39
\$51,479.39	\$51,479.39
\$51,479.39	\$51,479.39
\$51,202.53	\$51,202.53
\$51,202.53	\$51,202.53
\$51,202.53	\$51,202.53
\$51,202.53	\$51,202.53
\$57,345.81	\$57,345.81
\$57,345.81	\$57,345.81
\$60,048.04	\$60,048.04
\$60,295.89	\$60,295.89
\$61,297.97	\$61,297.97
\$62,300.05	\$62,300.05
\$60,295.89	\$60,295.89
\$62,300.05	\$62,300.05
\$60,295.89	\$60,295.89
\$61,118.41	\$61,118.41
\$47,980.86	\$47,980.86
\$47,469.26	\$47,469.26
\$45,477.98	\$45,477.98
\$45,477.98	\$45,477.98
\$49,150.21	\$49,150.21
\$47,761.60	\$47,761.60
\$54,997.63	\$54,997.63
\$50,153.19	\$50,153.19
\$50,153.19	\$50,153.19
\$134,879.52	\$134,879.52

\$2,863,700.68

\$19,433.15

\$2,844,267.53

Kern County

Agt. # 247-2007

**AMENDMENT NUMBER 1
TO WASCO CITY CONTRACT**

**AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES
WITHIN THE CITY OF WASCO**

THIS AGREEMENT made and entered into this 24th day of April, 2007 by and between the County of Kern, a political subdivision of the State of California (hereinafter called "County"), and the City of Wasco, a municipal corporation in the County of Kern (hereinafter called "City");

WITNESSETH:

WHEREAS, City and County entered into Agreement No. 666-2005 dated July 26, 2005 (the "Agreement") which is on file with the Clerk of County's Board of Supervisors and incorporated herein by this reference; and

WHEREAS, CITY and COUNTY desire to amend the Agreement to dedicate one additional Deputy Sheriff and one additional Office Services Technician (Substation Clerks) to provide services to CITY as provided for in the Agreement and to amend the sums and payments due COUNTY accordingly;

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Section 1 of the Agreement is hereby amended to read as follows:

1. The basic level of services to be provided shall include continuous twenty-four hour per day patrol service and response to calls at a level not less than that provided by the Sheriff in adjacent areas of the COUNTY, including related back-up and auxiliary services such as reserve, investigative, criminalistic, supervisory, and traffic service functions.

Except as altered in accordance with Paragraph 10 hereof, the staffing level of personnel dedicated to service within CITY shall be, one (1) Sheriff's Sergeant, two (2) Senior Deputies, 14 (fourteen) Deputy Sheriff's and four (4) Substation Clerks. In addition, this complement of personnel shall be supported by an appropriate number of Sheriff's supervisory and management personnel, as deemed necessary by the COUNTY. It is understood between parties that some of the Deputy Sheriff positions may be paid by CITY through grants obtained by the CITY. Should a grant run out, the parties shall meet to determine the future of the affected position(s) within the contract.

It is agreed that the Sergeant, Senior Deputies, Deputies and Clerks dedicated to the CITY shall each be scheduled to work forty (40) hours per week, less

vacation, sick leave, or any other approved or mandated times away from work and, except as herein provided, will not be replaced during these periods of absence. If a deputy is absent due to a work-related injury while performing duties for the CITY covered by section 4850 of the Labor Code, the deputy will be replaced after being absent for thirty (30) consecutive working days or, in the COUNTY's discretion, the COUNTY will credit the CITY for its contract costs for the total period of absence.

If a deputy is called to active military duty for more than thirty (30) consecutive days, the COUNTY shall either replace the position with another deputy or deduct the cost of the deputy on military leave from the contract for the total period of time the deputy is on military leave. As of the day the dedicated deputy is replaced or the dedicated deputy returns to duty in the City of Wasco, the CITY shall resume paying all costs of the dedicated or replacement deputy as the case may be.

The deputy in charge may temporarily modify work schedules as necessary to accommodate unusual circumstances, emergency situations, or other law enforcement requirements. When such situations occur, the deputy in charge shall advise the City Manager or his designate of the staffing reduction as soon as practical.

2. County will provide City one additional Deputy Sheriff and one additional Office Services Technician as soon as personnel can be made available and, of course, will not bill City therefore until the employees start actual work.

3. Exhibit "A" of the Agreement is amended to add one Deputy Sheriff and one Office Services Technician as shown in exhibit "A" hereof which is attached hereto and incorporated herein by this reference.

4. Except as amended by this Amendment Number 1, each provision, term and condition in the Agreement shall remain in full force and effect.

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IN WITNESS THEREOF, CITY by resolution duly adopted by its council caused this agreement to be subscribed by its Mayor and attested by its Clerk, and the COUNTY, by order of its Board of Supervisors, has caused this contract to be subscribed by the Chairman and the seal of said Board to be affixed thereto and attested by the Clerk of said Board on the day and year first hereinabove written.

ATTEST:

By: [Signature]
City Clerk

ATTEST:

Clerk of the Board of Supervisors

By: [Signature]
Deputy Clerk



APPROVED AS TO CONTENT AND
RECOMMENDED:

By: [Signature]
City Manager, City of Wasco

APPROVED AS TO CONTENT AND
RECOMMENDED:
Kern County Sheriff's Office

By: [Signature]

APPROVED AS TO FORM:

By: [Signature]
City Attorney, City of Wasco

APPROVED AS TO FORM:
Office of the County Counsel
Kern County

By: [Signature]

CITY OF WASCO

By: [Signature]
Mayor

COUNTY OF KERN

By: [Signature]
Chairman, Board of Supervisors

PERSONNEL COSTS: (including non additional Office Services Incubation & non additional Sheriff Sheriff)
 (SMA schedule 06-07)
 Regular Wages:

Position	Number	Salary & Benefits	Total Cost	% of Cost Applicable	Net Costs	TOTALS
Deputy Sheriff A-C, C step	14	\$109,858	\$1,538,008	100.00%	\$1,538,008	
Sr Dep Sheriff C, C step	2	119,000	238,000	100.00%	238,000	
Sheriff Sergeant C-A, C step	1	135,300	135,300	100.00%	135,300	
Commander CM - E Step	0	0	0	0.00%	0	
Office Services Tech	4	\$1,371	205,483	100.00%	205,483	
Totals -FTE	21.00 *					\$2,118,278

Overtime Costs: (Calculated @ 8%)

Deputies	Number	Annual Sal	Total O/T Salaries @ 8%	7.65% Overtime Benefits	Net Costs
Sr Dep	14	\$50,042	\$73,133	\$5,885	\$78,728
Sgls	2	\$43,812	\$11,406	\$878	\$12,385
	1	\$73,010	\$5,571	\$503	\$7,074
Totals	17		\$91,100	\$6,976	\$98,186

TRANSPORTATION COSTS:

Vehicle Lease	Miles per Year	Cost per Miles	% of Cost Applicable	Cost per Year
Vehicle, Gas & Maint	17	0.445	100.00%	\$113,475
				\$113,475

PERSONAL EQUIPMENT:

	Number	Unit Cost	Total Cost	% of Cost Applicable	Net Costs
Annual Uniform Allowance	17	\$800	\$13,600	100.00%	\$13,600

LIABILITY INSURANCE: (See Schedule B)

Used Budget Expenditure Key 6802

Percentage Applied to Sworn vs Non-sworn	Net Cost for Sworn	County Personnel	Cost per Person	Sworn & Non-sworn in City Contract	Net Costs
90.00%	\$1,364,849	490	\$2,785	17	\$47,520
10.00%	154,983	708	\$218	4	876
Total Operational Cost	\$1,549,832				\$48,396

DISPATCH COSTS:

Total Cost Dispatch	Total No. Units	Units Assigned	Cost/Unit	Net Cost to City
2,826,954.19	310	17	9.118	\$155,027

OFFICE SUPPLIES (includes office machines, phones, etc. - See Schedule C)

Total Office Supplies	Divide by Auth staff	Avg Cost Per Employee	Personnel Assigned	Net Costs
\$1,636,922	1207	\$1,356	21.00	\$28,480

TRAINING COSTS: (See Schedule D)

Total Training Cost	No. Sworn Officers	Cost Per Sworn Off	Sworn Off in City	Net Costs
\$1,776,116	490	\$3,550	17	\$60,508

* Does not include Commander

ADMINISTRATIVE COSTS Not Covered in the Above - See Schedule E

Cost to Oper of S&S Spt & Appl S&S	Authorize Positions FY 05-06	Cost Per Employee	No. of Employees Assigned	Net Cost
• 26,184,811	• 1207	85,124	21.80	8107,806
Annual Est Contract Cost FY06/07 (14 Deps, 2 Sr Deps, 1 Sgt, 4 OSTs)				
Prior Yr Contract Cost FY05/06 (13 Deps, 2 Sr Deps, 1 Sgt, 3 OSTs)				
Increase or (Decrease)				
				8107,806
				82,743,836
				82,384,542
				378,994
				18.03%

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ROSE CAPITAL OF THE NATION

746 8th Street P.O. Box 190 Wasco, California 93280
Fax (861) 758-5411

Re: Agreement dated April 3, 2007
City of Wasco
County of Kern

April 4, 2007

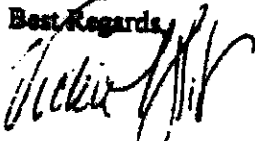
Commander Joe Pilkington

Enclosed is the original of the Agreement with the City of Wasco and The County of Kern for Law Enforcement Services.

Please send a fully executed copy to us for our records.

Thank you in advance for you expedient care of these documents.

Best Regards,


Vickie Hight, City Clerk
City of Wasco

— The City with a rosy future —

Engineering	Building	Planning & Zoning	Police Services	Public Works	City Administration	City Clerk Personnel	Animal Control	Dial a Ride	Finance	Utilities
758 7208	758 7250	758 7210	758 7266	758 7270	758 7200	758 7215	758 7240	758 7222	758 7235	758 7230