

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Sheriff's Department

BOARD AGENDA # *B-12

Urgent

Routine

AGENDA DATE August 31, 2010

CEO Concurs with Recommendation YES NO

(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval for the Sheriff to Enter into a Contract for Law Enforcement Services with the City of Riverbank

STAFF RECOMMENDATIONS:

Authorize the Chair of the Board, Chief Executive Officer and the Sheriff to sign a contract with the City of Riverbank for the Sheriff to continue to provide general law enforcement services.

FISCAL IMPACT:

The estimated cost for the provision of staffing, overtime/per diem, services and supplies, and internal service fund charges will be \$3,209,497 plus an annual amount of \$12,108 for the Dodge Charger lease and \$155,000 for patrol vehicle charges for a total of \$3,376,605. The City of Riverbank will reimburse the county \$3,093,944, the Cops Hiring and Recovery Act Grant will fund \$208,270 and \$74,391 will be reimbursed by other state and local funding.

(continued on page 2)

BOARD ACTION AS FOLLOWS:

No. 2010-549

On motion of Supervisor O'Brien, Seconded by Supervisor Monteith
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval for the Sheriff to Enter into a Contract for Law Enforcement Services with the City of Riverbank

FISCAL IMPACT (continued from page 1):

The revenue and expense appropriations of \$3,376,605 have already been included in the Sheriff's Department Fiscal Year 2010-2011 Proposed Budget submittal approved by the Board of Supervisors on June 8, 2010.

DISCUSSION:

The City of Riverbank contracted with the Sheriff for law enforcement services for a term of five years beginning in 1995. The original contract included a five year extension clause and the City of Riverbank exercised this clause in 2000 and 2005. The Sheriff has provided law enforcement services to the City of Riverbank for just 15 years. This has been a good partnership.

The Sheriff and the City have been meeting over the past year to negotiate a successor contract and have executed two extensions while negotiations were proceeding. The parties have now reached final agreement on all terms and conditions. This Agreement shall become effective July 1, 2010, and shall continue in full force and effect until June 30, 2015. There are no substantive changes to the contractual relationship between the Sheriff and the City. The proposed contract does not have an automatic extension clause, but does include a 180 day notice requirement for termination. This termination clause can be exercised by either party.

The new contract includes a provision for the City of Riverbank to pay all the salary for the Sheriff's Lieutenant assigned as the Chief of Police for the City of Riverbank.

Other changes include modifications to the accounting methods for all revenues and expenditures under the contract. In the past the City paid a flat amount for services. If there was a surplus the County kept the excess in a single fund referred to as the Contract Cities fund balance. This fund included monies from all four contract cities that had accumulated over time. The Contract Cities fund balance was used for purposes that benefit law enforcement services throughout the County. The goal of the Sheriff is to reconcile the contract costs on a monthly basis and return any excess to the City at the end of each contract year. Conversely if there is any additional amount owing the City will remit payment to the County. Through increased oversight and management of the contract the Contract Cities fund balance has been eliminated and the City will only pay for the services used except for the mileage fees collected which will be retained by the County and are intended to fund the replacement of vehicles.

Finally, the parties have agreed on operational adjustments for scheduling of Deputies and back-fill for absences which will not deplete the resources from the Sheriff's Patrol Division.

All other terms and conditions for law enforcement services remain substantially the same as they have been during the 15 year partnership with the City of Riverbank. The contract was reviewed and ratified by the Riverbank City Council on June 28, 2010.

Approval for the Sheriff to Enter into a Contract for Law Enforcement Services with the City of Riverbank

POLICY ISSUES:

The Board of Supervisors should determine whether or not approval of this item would be consistent with the Board priorities of A Safe Community and Effective Partnerships.

STAFFING IMPACTS:

There is no new staffing impact associated with this item as all positions assigned to the City of Riverbank have been allocated in the current budget.

CONTACT INFORMATION:

Undersheriff William Heyne, (209) 525-7229.

**AGREEMENT FOR COUNTY TO PERFORM
LAW ENFORCEMENT SERVICES FOR
THE CITY OF RIVERBANK**

THIS AGREEMENT, is made and entered into by and between the County of Stanislaus, hereinafter called COUNTY, and the City of Riverbank, hereinafter called CITY, and shall become effective on July 1, 2010.

RECITALS

WHEREAS, CITY desires to contract with COUNTY for the performance of law enforcement services and functions within its jurisdictional boundaries; and

WHEREAS, COUNTY agrees to contract with CITY and to perform such law enforcement services and functions as described herein and pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the performance by COUNTY for CITY of the law enforcement services and functions referenced herein will require COUNTY to incur certain costs and expenses including, but not limited to, the costs and expenses associated with general liability for the negligent or wrongful acts or omissions of COUNTY, its officers, and employees arising out of the performance of this Agreement and for the costs and expenses associated with workers compensation arising out of the performance of this Agreement; and

WHEREAS, it is the intent of the parties to this Agreement that CITY shall assume all such costs and expenses, including, but not limited to, the costs and expenses associated with general liability and workers' compensation; and

WHEREAS, the parties to this Agreement have the legal authority to enter into this Agreement pursuant to the provisions of Article I, Chapter 1, Part 2, Division 1, Title 5, Sections 51300, et seq., and Chapter 5, Division 7, Title 1, Sections 6500, et seq., of the Government Code of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. The aforementioned Recitals are true and correct and are deemed to be terms and conditions of this Agreement.

2. The term of this Agreement shall be from July 1, 2010, through June 30, 2015, inclusive.

3. Subject to all the terms and conditions of this Agreement, including, but not limited to, any and all additional terms and conditions contained in any exhibit or attachment hereto, COUNTY shall perform, and CITY shall be entitled to have COUNTY perform, such law enforcement services and functions for CITY as are set forth in Exhibit A, attached hereto and incorporated herein by this reference.

4. All persons employed in the performance of this Agreement shall be employees of COUNTY. No person employed by COUNTY hereunder shall have any CITY pension, civil service, or other status or right.

5. No officer, employee or department of COUNTY shall perform for CITY any law enforcement service or function not coming within the scope of the duties of such officer, employee or department in performing such services or functions for COUNTY.

6. The Sheriff will assign a staff person to provide on-site management of the personnel providing law enforcement services to the CITY and provide supervision to County deputies assigned around the city of Riverbank, as determined by the Sheriff. The position shall be designated as the Chief of Police Services. The Sheriff may recommend a change in this assignment in which case a recommendation would be forwarded to the City Manager. The City Manager will review the proposed personnel change with the City Council in closed session and the City Council's decision will be

forwarded to the Sheriff prior to a final determination. The city council may also initiate the process of replacement of the Chief of Police Services by a majority vote after discussion in closed session. In the event of a vacancy in the position of Chief of Police Services, the Sheriff will provide a list of eligible candidates to the City Manager. The City Manager may review and/or interview the candidates and make a recommendation for appointment to the City Council. The Chief of Police Services will attend all CITY staff and CITY council meetings as recommended or requested in order to be available to the community to discuss their needs and to maintain communication and mutual cooperation. This Chief of Police Services will confer with CITY officials regularly to assure local control consistent with this Agreement over the quality and service and in identifying goals and programs that create a safer community. Any pay for performance review the Chief of Police Services must include the City Manager and the Mayor or designee as evaluators in that process. If the Chief of Police Services is not participating in a pay for performance review, a performance evaluation will be completed by the City Manager and Mayor addressing the performance of the Chief during the pervious year and forwarded to the Sheriff.

7. COUNTY will provide all necessary support services for the staff assigned to perform the services under this Agreement with the CITY, including, but not limited to, case management, records management, and specialized training.

8. CITY will provide those services, equipment, facilities, and supplies as is set forth in Exhibit B, attached hereto and incorporated herein by this reference including, the ongoing costs of operation, replacement, repair, insurance, utilities, and any and all costs associated in making them compatible with the equipment of the Sheriff.

In the event that the county desires to use the Riverbank Police Facility as a sub-station for deputies working in the unincorporated area, the county agrees to enter into a lease agreement with the city.

The COUNTY shall invoice CITY at least quarterly on a cost per mile basis for each vehicle used by Sheriff in providing police services to CITY. Said cost will include gasoline, maintenance and replacement costs of each vehicle. Said costs will be computed annually and will be the same as that charged for other COUNTY vehicles in the same class with an additional charge applied to cover the costs of insurance not already covered in the police service contract with CITY. CITY agrees to provide to or reimburse COUNTY for any decals or special signage that is used to distinguish the vehicles with CITY markings. Payment of moneys in paragraph 8 by CITY to COUNTY is in addition to the monthly amount specified in Section 20 of this agreement.

9. CITY, its officers and employees, by this Agreement, shall not assume any liability for the direct payment of any salary or wages to any COUNTY officer or employee performing services hereunder for CITY, nor for the direct payment of compensation or indemnity to any COUNTY officer or employee for any injury to or illness of such officer or employee arising out of his employment by COUNTY, nor for the direct payment of any claims, settlements or judgments resulting or arising solely from any negligent or wrongful act or omission of COUNTY, its officers and employees in performing the services or functions provided for in this Agreement and COUNTY shall hold harmless, defend and indemnify CITY, its officers and employees against each of the foregoing.

10. COUNTY, its officers and employees, by this Agreement, shall not assume any liability for the negligent or wrongful acts or omissions of CITY, nor of any officer or employee thereof, nor for any dangerous condition of the streets or property of CITY, and CITY shall hold harmless, defend and indemnify COUNTY, its officers and

employees, against any and all costs, expenses, claims, suits and liability for bodily and personal injury to or death of any person and for injury to or loss of any property resulting therefrom or arising out of or in any way connected with any negligent or wrongful acts or omissions of CITY, its officers and employees, in performing or authorizing the performance of or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement. The provisions of this paragraph are expressly applicable to any and all occurrences which occurred or are alleged to have occurred prior to the effective date of this Agreement.

11. Unless otherwise required by this Agreement, the COUNTY shall provide all supplies, equipment, services and materials needed for its performance of law enforcement services under this Agreement; except that CITY shall, at its own expense, supply any special stationery, supplies, notices, forms, logos, insignias, name tags, badges, and/or uniforms which are to be issued in the name of the CITY.

12. CITY will provide to the COUNTY the use of the current inventory of police equipment as identified in Exhibit B. Said equipment will be used in performance of the law enforcement operations in the CITY and will not be used for non-CITY functions unless directed by the City Manager. Law enforcement mutual aid situations are exempt from this provision. The COUNTY agrees that upon a termination of this agreement the COUNTY will return to the CITY all items that CITY provided to the COUNTY identified in Exhibit B (attached). COUNTY will advise CITY when any item listed in Exhibit B becomes non-serviceable.

13. COUNTY shall utilize the existing police facility at 6727 Third Street

to provide law enforcement services to CITY. All costs for utilities and maintenance of said facility shall be the responsibility of CITY.

14. COUNTY agrees that all revenues currently received by the CITY as revenue pertaining to police services or generated by police services will continue to be CITY revenue with the exception of Peace Officer Standards and Training reimbursement, Police Reserve revenue and individual booking fee recovery revenue. The COUNTY makes no commitment to any revenues other than that they will not be diverted for COUNTY use by this agreement, except as noted herein.

15. CITY shall pay to COUNTY the entire cost to COUNTY of performing each service and function performed by COUNTY under the terms of this Agreement as set forth in more detail in Exhibit C. (attached). Liability and insurance costs shall include a pro rata share of the COUNTY costs incurred in maintaining general and all other applicable liability insurance coverage and in self-insuring for the acts or omissions of the COUNTY, its officers and employees and a pro-rata share of the COUNTY costs incurred in insuring and self-insuring for workers' compensation, which shall be charged on the basis of a rate per \$100.00 of payroll for the particular type of service being performed.

Applicable rates for the services and functions to be performed by COUNTY and to be charged to CITY at the time of execution of this Agreement are set forth in Exhibit C, attached hereto and incorporated herein by this reference. Except as otherwise specified hereafter, the rates charged for the performance of each service or function pursuant to this Agreement shall be recomputed annually and revised accordingly, by COUNTY pursuant to Government Code Section 51350.

In the event salaries and wages of the COUNTY officers and employees are changed at a time not coincident with the time for re-establishment of rates, the rates for salaries and wages set forth in

Exhibit C shall be readjusted to reflect the appropriate rates pursuant to the effective date of any and all Memoranda of Understanding concerning the employees performing this Agreement. In the event insurance costs for COUNTY'S liability or workers' compensation programs are changed at a time not coincident with the time for re-establishment of rates, the rates for COUNTY liability program costs set forth in Exhibit C shall be readjusted to reflect the appropriate rates effective thirty (30) days after written notification to CITY.

16. CITY shall be notified in writing of the new rates involving salary and wage changes affecting the employees performing this Agreement as established by COUNTY within thirty (30) days after their adoption by the COUNTY Board of Supervisors.

17. COUNTY designates the Sheriff of Stanislaus County, or his designee, to represent COUNTY in all matters pertaining to the administration of this Agreement. The CITY designates its City Manager, or his designee, to represent CITY in all matters pertaining to the administration of this Agreement. Both CITY and COUNTY will provide the full cooperation and assistance of its officers, agents, and employees to each other in performance of this Agreement.

18. Any notice or notices provided for by this Agreement to be given or served upon the COUNTY shall be given or served by letter deposited in the United States Mail, postage prepaid and addressed to:

Stanislaus County Sheriff's Department
Attn: Administration
250 E. Hackett Rd.
Modesto, CA 95358

Any notice or notices provided for by this Agreement to be given or served upon the CITY shall be given or served by letter deposited in the United States Mail, postage prepaid and addressed to:

City of Riverbank
6707 Third Street
Riverbank, CA 95367

19. COUNTY will provide CITY within thirty (30) days of the close of each calendar month a statement covering 1/12 (one-twelfth) of the annual contract amount and CITY shall pay COUNTY within thirty (30) days after receipt of such statement. At the end of the twelfth (12th) month, COUNTY shall provide a statement of costs for final reconciliation in each contract year. CITY shall pay COUNTY therefore within thirty (30) days after receipt of such statement. This "true-up" method will be utilized to close each fiscal year for those items listed in Exhibit C.

Notwithstanding any provision of law to the contrary, including, but not limited to Section 907 of the California Government Code, if such payment is not received by COUNTY within thirty (30) days after rendition of billing, COUNTY may satisfy such indebtedness from any and all funds of CITY collected by COUNTY, after giving written notice to CITY of COUNTY'S intention to do so. Both parties may, by mutual agreement between the CITY Manager and COUNTY Chief Executive, or their designees, agree that the COUNTY'S submittal to the CITY of a statement of costs for services rendered under this section shall be made on a quarterly basis provided that this method of payment is not inconsistent with any other provisions of this Agreement.

20. All personnel provided by the Sheriff in the performance of this Agreement shall be COUNTY officers and employees while engaged in the performance of this agreement. The CITY shall have no liability for any salaries, wages, workers' compensation or incidental personnel expenses to the COUNTY beyond those specified in this Agreement. CITY shall be solely responsible for all liability of any type including but not limited to any salaries, wages or workers' compensation associated with employees of the Riverbank Police Department prior to the effective date of this Agreement.

21. COUNTY agrees that relevant records shall be made available to the CITY to audit and examine if the CITY requests such audit and examination by contacting

the Sheriff or his representative at least ten (10) working days prior to the commencement of the audit and examination.

22. CITY agrees that the staffing provided for by this Agreement will need to increase if there is growth in the population of the CITY. The staffing ratio of law enforcement will be maintained at a minimum of 1.0 officer per 1,000 population and CITY shall pay for the costs associated with maintaining said staffing. The adjustments to the contract resulting from such an increase in population shall follow the procedure incorporated in Exhibit A.

23. CITY and COUNTY agree that the proceeds from incidental asset forfeitures that occur in the CITY by a CITY deputy will be paid to the CITY in the same manner as if the forfeiture had been made by a CITY police officer as allocated to the "law enforcement agency" pursuant to California asset forfeiture laws. Any proceeds from a planned activity that occurs in the CITY over which the SHERIFF has full control will be shared equally between the CITY and Sheriff unless otherwise agreed upon in advance. The proceeds from a planned and coordinated activity that occurs in the COUNTY jurisdiction, from an incident that originates within the CITY will be shared equally between the Sheriff and CITY. If assistance is provided to any other law enforcement agency either in the CITY or outside the CITY by deputies who are on duty within the CITY the Sheriff will make a good faith effort to obtain a share of any forfeiture proceeds for the CITY to offset any use of the officers. The CITY agrees that all money received under this provision will be used only as authorized in sections 11470 et. seq. of the California Health and Safety Code.

24. COUNTY reserves the right in the event of any extraordinary circumstances which require extraordinary expenses, to apply to the CITY for a change in the terms of this Agreement as it pertains to reasonable compensation for these expenses.

Extraordinary circumstances would generally be limited to prolonged situations that are outside of or exceed the general scope of local or state mutual aid agreements. Upon such application by COUNTY the CITY agrees to meet and negotiate in good faith with the COUNTY within fourteen (14) days from receiving such application in order to determine the additional terms to be added to this Agreement to compensate COUNTY for such extraordinary expenses.

25. CITY agrees that the CITY will provide additional funds for the policing of any event that the CITY has authorized or given consent to take place if said event requires additional law enforcement services as determined by and in the sole discretion of the Sheriff or his designee.

The annual Riverbank Cheese and Wine Exposition as it is presently permitted is excluded from this provision.

26. This Agreement shall become effective on July 1, 2010, and shall continue in full force and effect until June 30, 2015. If either party elects to terminate the Agreement, written notice shall be given to the other party two years prior to the effective date of termination.

27. Default. The parties agree that in the event a party to this Agreement fails to perform pursuant to the terms and conditions of this Agreement, the party to whom an obligation is owed will provide the non-performing party with at least ten (10) days prior written notice of said non-performance, upon which the non-performing party will have the opportunity to comply with the request for performance or in the event of continued non-performance, the parties further agree to submit their dispute to mediation within thirty (30) days after the presentation of the written notice. In the event the mediation is unsuccessful in facilitating a resolution of the parties' dispute, the parties shall have the right to then pursue any and all available legal remedies.

In the event that a party to this Agreement commences litigation to enforce the performance of this Agreement, the prevailing party shall be entitled to an award of its costs of litigation, including attorneys' fees.

28. Duties and Obligations Upon Termination. In the event a decision is made to terminate this Agreement pursuant to the provisions of paragraph 27, all parties shall execute any and all documents required by federal, state, or county law to effectuate such a dissolution.

29. The parties to this Agreement hereby authorize their respective officers and employees to do all things reasonably necessary to accomplish the purposes of this Agreement, including but not limited to, the negotiation and execution of additional agreements.

30. The CITY will provide space in the City of Riverbank police building for other law enforcement purposes in addition to the direct police services in the City of Riverbank. These services would include the use of the building to provide fingerprinting services to residences of the surrounding area. The staffing of patrol and investigative personnel who serve the area around the City and other such uses so long as the use would not interfere with the law enforcement services to the City.

31. Miscellaneous Provisions.

(a) Modification Only in Writing. This Agreement may not be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties hereto if such amendment or change is not in written form and executed with the same formalities as this

Agreement and attached to the original Agreement to maintain continuity.

(b) Entire Agreement. This Agreement contains the entire Agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties, not embodied herein, or incorporated herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated unless the same is in writing executed by the parties above.

(c) Integration. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state or county statute, ordinance or regulation, the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

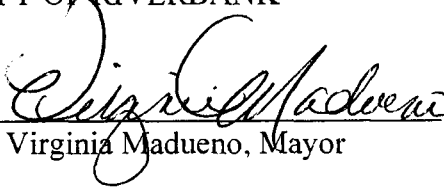
(d) Successors and Assigns. This Agreement shall be binding on and enforceable by and against the parties to it and their respective heirs, legal representatives, successors and assigns.

(e) Duplicate Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart, executed telecopy, fax or photocopy shall be deemed to be an original instrument, but all of which together shall constitute one and the same Agreement.

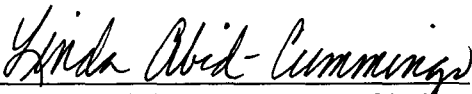
(f) Agreement to Perform Necessary Acts. Each party to this Agreement agrees to perform any further acts and execute and deliver any documents that may be necessary to carry out the provisions of this Agreement.

IN WITNESS WHEREOF, COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board of Supervisors and the seal of said Board to be affixed and attested by the Clerk thereof; and CITY has, by order of the City Council, caused these presents to be subscribed by the presiding officer of CITY and the seal of CITY to be affixed and attested by the Clerk thereof on the day and year first hereinabove written.

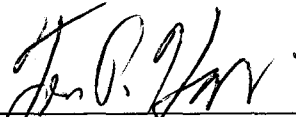
CITY OF RIVERBANK

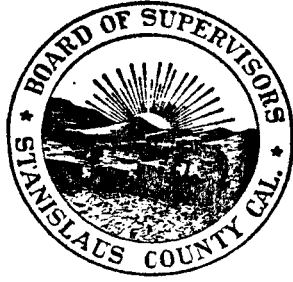
By 
Virginia Madueno, Mayor

ATTEST:

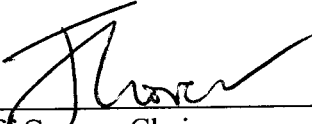

Linda Abid-Cummings, City Clerk

APPROVED AS TO FORM


By 
Tom Hallinan, City Attorney
City of Riverbank



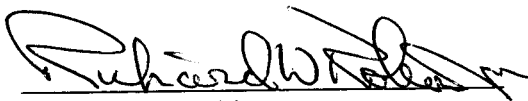
COUNTY OF STANISLAUS



Jeff Grover, Chair
Board of Supervisors

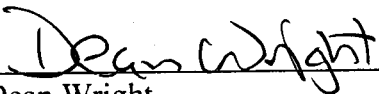


Adam Christianson, Sheriff
Stanislaus County



Richard W. Robinson
Chief Executive Officer
Stanislaus County

APPROVED AS TO FORM:

By 

Dean Wright
Deputy County Counsel

EXHIBIT A
SERVICE - GENERAL LAW ENFORCEMENT

1. General Law Enforcement Defined

- 1.1 General Law Enforcement Services consist of Patrol, Investigation, Traffic and all Auxiliary and Technical Service now produced by the Sheriffs Department in support of Patrol and Investigations. Any services of which the County or Sheriff may be a party, such as a J.P.A. or task force M.O.U. are not included unless specifically established as a provided service within this agreement.
- 1.2 All references to general Law Enforcement Services contained in this Agreement are references only to services that shall be delivered under the terms of this Agreement.

2. Delivery of Services

- 2.1 The County through its Sheriff shall provide general Law Enforcement Services within the corporate limits of the City.
- 2.2 The Sheriff shall enforce the statutes of the State of California and such Municipal Police Ordinances of the City as are of the same type or nature as ordinances of the County which are enforced by the Sheriff in the unincorporated territory of the County.
- 2.3 Unless otherwise provided for in this agreement, staffing level which will be provided is identified in Exhibit C.
- a. Patrol Two on duty 24 hours/day, 7 day/week, (guaranteed)
Four optional positions.
 - b. Supervision One daily during peak normal duty hours.
 - c. Detective One, normal duty hours.
 - d. Clerical Two, normal duty hours.
 - e. Chief One, normal duty hours.
- Ancillary Services: STARS Program
Reserve Program

Optional positions are filled at the Chiefs discretion when vacant for illness, training or other temporary situation.

- 2.4 The planning, organization, scheduling, direction, supervision, standards of performance and discipline of Sheriffs personnel and all other matters incidental to the delivery of general Law Enforcement Services to the City shall be as determined by the Sheriff. The Sheriff shall retain exclusive authority over the activities of his personnel working in the City.
- 2.5 The Sheriff shall give prompt consideration to all requests of the City regarding the delivery of general Law Enforcement Services. The Sheriff shall make every

effort to comply with these requests if they are considered within good law enforcement practices.

- 2.6 In the event of a dispute between parties regarding the extent of the duties and functions to be rendered or the minimum level or manner of performance of such services, the determination made by the Sheriff shall be final and conclusive.
- 2.7 The City and the Sheriff shall each designate a specific individual and alternatives to make or receive requests and to confer upon matters concerning the delivery of general Law Enforcement Services to the City.
- 2.8 Any vacancies in the positions provided for in this agreement will be filled using the normal procedures for filling any vacancy within the Sheriffs Office, except that any such assignment will be for a minimum of two (2) years. Staff so assigned may continue to be assigned for a longer period of time if acceptable to both City and Sheriff.
- 2.9 The City understands and agrees that the Lieutenant assigned to the City of Riverbank as its Chief will also have duties and responsibilities which pertain to County law enforcement. If the Lieutenant is away from work for a period exceeding 30 consecutive days the Sheriff will provide a substitute Lieutenant to serve until the Chiefs return. The County will ensure that adequate time is provided through this position to properly manage the Riverbank law enforcement operation.

3. Service Level

- 3.1 The City will each year, ninety (90) days prior to the yearly anniversary of the contract, request of the Sheriff, in writing, the specific type and level of staffing of Law Enforcement Services for the succeeding year and its understanding of the cost of such services. An affirmative reply from the Sheriff will constitute an agreement effective immediately.
- 3.2 Attached hereto and incorporated by reference herein is the level of service requested by the Riverbank City Council for fiscal year as set forth in Exhibit C.

EXHIBIT B

Briefing room

- 1 - Four-drawer metal file cabinet
- 1 - Wood podium
- 1 - Sharp television
- 6 - 5 foot tables
- 1 - six foot table
- 14 - black/green chairs
- 1 - Bearcat 101 scanner, serial number 85001832
- 1 - Polycom soundstation 2 phone, serial number H8084102B583
- 1 - AT&T telephone
- 1 - Oak cabinet with chalkboard and diagram paper inside (wall mounted)

Records office

- 4 - Cubicles
- 1 - Metal table
- 1 - Metal two-shelf bookcase
- 1 - HP Laserjet 4140n printer, co#82605, serial number CNRXH71158
- 1 - HP Compaq computer (172.16.17.116), co#78980, serial number 2UA614JTKL
- 1 - Keyboard, serial number B55680KBU0S
- 5 - AT&T/Lucent telephones
- 1 - Smith Corona typewriter 5A-1
- 1 - Bosch Divar DVR player/recorder
- 2 - Dell Monitors, serial numbers 0CC299-64180-68S-2SPA and 0CC299-64180-68S-2SEA
- 1 - Cubbie shelf for documents
- 1 - Motorola radio
- 1 - Dell Computer (172-16-17-51) Dimension E520
- 1 - HP computer, co#84817, serial number MXL8430S5W
- 1 - HP monitor HPL1750, serial number 3CQ83810TV
- 1 - HP keyboard, serial number BC2ABOES9WC3JQ
- 1 - HP computer (172-16-17-117), co#78601, serial number USW3500G2V
- 1 - Compaq monitor, serial number CN3200L780
- 1 - Labtec keyboard
- 1 - HP Computer, co#84818, serial number MXL8430S5X
- 1 - HP monitor, serial number 3CQ83810TN
- 1 - Keyboard #BC2ABOES9WC3JP
- 1 - Fujitsu fi6230 scanner, serial number 002748
- 1 - Lanier LD016 copier/fax, serial number L9979301810
- 1 - Lanier copier 4D445C, serial number L9076621109
- 1 - HP Compaq, co#86069, serial number MXL9240HX6
- 1 - Sony monitor
- 1 - Keyboard BC2AA0GLUXJ6FZ

Break Room

- 1 - Panasonic TV
- 1 - Dining table with 6 chairs
- 1 - Refrigerator
- 1 - Microwave

Interview Room

- 1 - Rolling cart
- 3 - Chairs

Conference Room

- 1 - 12 foot oak conference table
- 11 - Green cloth and wood chairs
- 1 - Deerings complete set of 1994 California Codes

Front Lobby

- 1 - Pamphlet rack
- 2 - Brown leather type chairs
- 1 - Simulated oak end table
- 1 - Coke machine
- 1 - Three-seat plastic burgundy chair

Chief's Secretaries Office

- 1 - Metal storage cabinet
- 1 - Coat rack
- 2 - Green chairs
- 1 - Green/black desk
- 1 - Two-drawer file cabinet
- 1 - Lucent telephone
- 1 - Compaq monitor, serial number CN3200M071
- 1 - Keyboard
- 1 - Compaq computer, serial number USW3280BZS
- 1 - Blue rolling chair

Traffic Office

- 5 - Cubicle desks
- 8 - Chairs
- 5 - AT&T or Lucent telephones
- 1 - Compaq 1520 monitor, serial number CN3201A450
- 1 - HP computer, Co # 85226, serial number MXL81917QD

- 1 – Keyboard, serial number BC2ABOES9VU4AL
- 1 - HP Deskjet 952C printer, serial number MY11M161Q4
- 1 - Compaq computer, serial number USW3280BZR
- 1 - Optiquest monitor, serial number Q4A075082340
- 1 – Keyboard, serial number B55680KGAOT0QV
- 1 - Viewsonic monitor, serial number PSW053172588
- 1 - Logitech keyboard, serial number BTD45104997
- 1 - Canon scanner, UZM117241
- 1 - HP Photosmart printer, serial number MY34I121W5
- 1 - Pentium 4 (172-16-17-108), serial number 00045-595-909-437
- 1 - Samsung monitor, serial number HA17H9NLB113752
- 1 - Dell keyboard – serial number TH-04N454-37171-295-A395
- 1 - HP Compaq, Co # 85858, serial number MXL81917QK
- 1 - HP L1750 monitor, serial number 3CQ8132SPN
- 1 – Keyboard, serial number BC2AAOBGAUR4DJ
- 1 - HP Compaq, Co #85227, serial number MXL81917QF
- 1 - HP monitor, serial number 3CQ8132RMV
- 1 - HP keyboard, serial number BC2ABODVBVRCLM
- 1 - HP Laserjet 4050T printer
- 1 - HP Photosmart C7280, serial number MY813H4258
- 1 - HP1750 monitor, serial number 3CQ8132S03
- 1 - HP Compaq, Co #79486 (172-16-17-125), serial number 2UB4430B92
- 1 – Keyboard, serial number B68BAOHLPPJOY7

Detectives Office (Sm)

- 2 - Metal bookcases
- 1 – Four-drawer file cabinet
- 4 – Green/Black chairs
- 2 - Rolling chairs
- 2 - L-shaped desks
- 1 - Hp Officejet Pro K550, Co # 82790, serial number MY07257101X
- 2 - Lucent telephones
- 4 - Two-drawer file cabinets
- 2 - Wall mounted storage cabinets
- 1 - HP Compaq computer, Co #85241, serial number 2UA73404YH
- 1 - HP keyboard, serial number BC2AAOBS9US56J
- 1 - HP monitor, serial number CNK7210JOV
- 1 – Keyboard, serial number BC2ABOES9VU4CB
- 1 - HP Compaq, Co #85229, serial number MXL81917QH
- 1 - HP monitor, serial number 3CQ8132SNL

Prior SRO office

- 2 - Cubicle desks
- 1 - Metal bookcase

- 2 - Rolling chairs
- 1 - Avaya Telephone
- 2 - Small metal file cabinets

Records storage room

- 8 - Wooden bookshelves
- 1 - Metal storage shelf
- 1 - Rolling chair

Evidence booking room

- 1 - Lucent Telephone
- 1 - Dry Safe drying cabinet

Chief's Office

- 1 - Wood and metal 3-sided desk
- 1 - Metal storage cabinet
- 3 - Chairs
- 1 - Rolling chair
- 1 - Sony television
- 1 - HP Compaq, Co #85268, serial number 2UA7391M54
- 1 - HP monitor, serial number CND6091PH9
- 1 - Keyboard, serial number BC2AAOBS9V18F3
- 1 - HP Officejet 6110 printer, serial number MY346F2075
- 1 - Fellowes shredder
- 1 - Avaya telephone
- 1 - Wooden bookcase

CSO Office

- 1 - Wooden bookshelf
- 1 - Three-desk cubicle
- 2 - Rolling chairs
- 1 - White board (on wall)
- 2 - Cork boards (on wall)
- 1 - Samsung monitor, serial number HA17H9NLB11525R
- 1 - Labtec keyboard, 867572-0403
- 1 - Adtech computer (172-16-17-123), serial number 00303160

Sergeant's Office

- 1 - Round table
- 4 - Chairs
- 4 - Rolling chairs

- 4 - Cubicle desks
- 1 - Metal storage cabinet
- 1 - Five-foot table (desk piece)
- 2 - Metal storage shelves
- 1 - HP Compaq, Co # 85857, serial number MXL81917QJ
- 1 - HP monitor, serial number 3CQ8132RN2
- 1 - Keyboard, BC2AB0DVBVRD18
- 2 - AT&T telephones
- 2 - Avaya telephones
- 1 - Lucent telephone
- 1 - Adtech computer (172-16-17-103), serial number 00303161
- 1 - HP monitor, serial number 3CQ8132SPM
- 1 - Keyboard, B93ABOAS9STTQC
- 1 - HP Laserjet 3030 printer, serial number MXBM132838
- 1 - Viewsonic monitor, serial number R2S094323301
- 1 - Dell computer, serial number JL186L1

Sallyport

- 4 - Metal storage shelves
- Evidence cages
- 2 - Large wooden storage cabinets
- 1 - Credenza
- 15 - Assorted chairs

Detectives Office

- 4 - Cubicle desks
- 7 - Chairs
- 2 - Four-drawer file cabinets
- 3 - Bookcases
- 2 - Lucent telephones
- 2 - AT&T telephones
- 1 - HP Compaq, Co # 84787, serial number MXL832029H
- 1 - HP keyboard, serial number B7742X1VBQMLGK
- 1 - Samsung monitor, serial number HA17HVEL702672Z
- 1 - HP Officejet K5400 printer, serial number MY7AQ58116
- 1 - Adtech (172-16-17-122), serial number 00303158
- 1 - Princeton monitor (Cope's)
- 1 - HP keyboard, B68BAOHLPPJK6X
- 1 - HP Compaq, Co # 85859, serial number MXL81917QL
- 1 - Samsung monitor, serial number HA17HVEL702663D
- 1 - Keyboard, B55680AGANA5SQ
- 1 - 12- inch Sharp television
- 1 - VHS Recorder, serial number N02T4B0100473
- 1 - Sony Video Printer, UP20

- 1 - JVC VHS/DVD recorder, – 172C0477
- 1 - Robot multiplexer
- 1 - JVC double cassette deck

Vehicles

Patrol cars

- 05-14
- 07-01
- 07-10
- 09-69
- 09-70
- 09-73

Traffic

- 06-15 Patrol
- 08-78 Dodge Charger
- 95-95 Bus
- DUI trailer (?)

CSO

- 09-36 Ford truck
- 90-41 Chevy

Motorcycles

- 04-58 Harley
- 05-83 Honda

Detectives

- 05-66 Chevy Impala
- 06-59 Ford Taurus
- 07-22 Ford Taurus
- 07-104 Pontiac

EXHIBIT C

STANISLAUS COUNTY SHERIFF'S DEPARTMENT CONTRACT RATES FOR

CITY OF RIVERBANK

2010/2011

STAFFING		<u>RATES</u>
Lieutenant	1	
Sergeants	2	
Deputy Sheriff / Detective	17	
Legal Clerk	3	
Community Services Officer	1	2,537,157
LESS COPS GRANT REVENUE		(208,270)
OVERTIME/PER. DIEM		134,969
SERVICES AND SUPPLIES		60,825
INTERNAL SERVICE FUND		
Liability Coverage	- 44,345	
Communication Services	- 355,880	
A87 Overhead	- 1,930	402,155

TOTAL COSTS: \$ 2,926,836

DODGE CHARGER LEASE #08-78 Annual: 12,108

PATROL VEHICLE CHARGES Estimated: 155,000

Type of Vehicle	Fuel, Repairs, & Maintenance /mile	Replacement per mile	TOTAL Per mile
Patrol	.48	.26	.74
Intermediate Sedan	.33	.18	.51
Full Size Sedan	.48	.22	.70
SUV Patrol	.45	.32	.77

TOTAL COST of CITY'S CONTRACT:

\$ 3,093,944

COPS GRANT REVENUE – 2 Deputy Sheriff (partial) 208,270
OVERTIME and EXTRA HELP –Billed (SLESF, DUI, Security) 74,391

GRAND TOTAL of CITY and COUNTY CONTRACT: \$3,376,605