



PLACER COUNTY
SHERIFF
CORONER-MARSHAL



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EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

DEVON BELL
UNDERSHERIFF

To: The Honorable Board of Supervisors
From: Edward N. Bonner, Sheriff-Coroner-Marshal
Date: May 22, 2012
Subject: Law Enforcement Services contract between the Placer County Sheriff-Coroner-Marshal and the City of Colfax

Action Requested

Approve the contract for Law Enforcement Services between the Placer County Sheriff's Office and the City of Colfax. The contract amount for FY 2012-2013 is \$565,811, an increase of \$17,911 or 3.27%. The term of this contract is from July 1, 2012 to June 30, 2015.

Background

The Placer County Sheriff's Office provides law enforcement services to the City of Colfax. This contract reflects service levels that remain the same over last year. The law enforcement service costs are updated to reflect increases estimated in salaries and benefits and for services and supplies. Amendments will be submitted to your Board each year to reflect the annual adjustments.

Law enforcement services for the City are approximately 50% of a beat. The City provides the space occupied for the Colfax beat, including utilities. The contract constitutes proportionate costs for staffing related to the City. Other charges are calculated based on actual vehicles assigned, calls dispatched and the proportionate related services and supplies to support this portion of the operation. Your Board's approval of this contract is required.

Fiscal Impact

The FY 2012-2013 contract costs is \$565,811. Funds associated with this contract are included in the FY 2012-2013 Sheriff's Office Requested Budget. There is no additional impact to the General Fund.

BEGINS: July 1, 2012

CONTRACT NO. _____

ENDS: June 30, 2015

COPY

ADMINISTERING AGENCY: Sheriff

DESCRIPTION: Contract between County of Placer, Sheriff-Coroner-Marshal's Office and City of Colfax

THIS AGREEMENT is made as of the 1st day of July, 2012, by and between the COUNTY OF PLACER, Office of the Sheriff-Coroner-Marshal, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the CITY OF COLFAX, a municipal corporation, hereinafter referred to as "CITY."

1. **DURATION OF CONTRACT:** This Agreement shall commence on July 1, 2012, for a period of three years, expiring June 30, 2015, unless terminated as provided herein.
2. **TERMINATION:** Terms and conditions specifying the level of service and the amounts of payment for services are set out in this agreement. In the event of unforeseen circumstances affecting the obligations of the parties, or their ability to perform, each party to this agreement may terminate all obligations and duties agreed to herein by providing to the other party not less than 120 days advance written notice of termination.
3. **DUTIES OF COUNTY:**
 - A. COUNTY shall provide law enforcement services as defined herein within the jurisdiction of the CITY. For this purpose, law enforcement services means services generally provided within the boundaries of a city by a city police department, including, but not limited to the enforcement of state and local criminal laws. Such services include patrol, detectives, juvenile services, traffic enforcement, and traffic accident investigation.
 - B. COUNTY shall provide and supervise all personnel, furnish all equipment, and, except as hereafter provided those supplies necessary to perform its duties under this agreement. CITY shall provide all supplies bearing the name of, or relating specifically to the CITY, such as stationery, forms, and notices. For CITY specific specialized programs, including radar speed enforcement, the CITY shall purchase and maintain the required equipment.
 - C. COUNTY alone shall control and determine the performance of County personnel serving under this agreement, including, but not limited to the standards of personnel performance and discipline.
 - D. COUNTY shall provide CITY with annual reports and statistics regarding the services performed by it under this agreement, such report to be in a form mutually agreed upon by CITY and the Sheriff of COUNTY.

E. COUNTY shall give CITY the full cooperation and assistance of its officers, agents, and employees.

4. **DUTIES OF CITY:**

A. CITY shall designate the Sheriff of COUNTY as Chief of Police for CITY during the term of this contract. (The Sheriff will designate a liaison officer to work closely with the CITY.)

B. CITY shall give COUNTY the full cooperation and assistance of its officers, agents and employees. The CITY Manager and other persons designated by the CITY Council shall coordinate with the Sheriff in all activities required by or relating to this contract.

5. **STATUS OF PERSONNEL UTILIZED:**

COUNTY shall utilize County personnel to perform its duties under the terms of this contract. They shall not have, nor acquire, any CITY pension, or civil service or other benefits or rights which CITY may confer upon CITY employees, except that for the purpose of giving them official status in the performance of their duties, such personnel shall be deemed to be officers and agents of CITY.

CITY shall not be liable for the payment of any salaries, wages, or other benefits or compensation to any COUNTY personnel performing duties under this contract. CITY shall not be liable for compensation or indemnity to any COUNTY personnel for injury or sickness arising out of the performance of their duties under this agreement.

6. **PAYMENT FOR SERVICES:** CITY shall pay COUNTY the cost of performing law enforcement services provided in this agreement. The cost of performing such services includes, but is not limited to, standard salaries of employees engaged in performing the services, a proration of vacation, sick leave and other related/scheduled absences earned during such services, the expense of the COUNTY'S normal benefit contributions including Retirement and Worker's Compensation Insurance premiums on salaries, liability insurance, and COUNTY'S "Other Costs" as identified in Exhibit A. The cost of performing such services shall not include items of expense attributable to costs that COUNTY would incur regardless of whether or not it provided the service to CITY under this agreement.

The cost of performing law enforcement services for the year beginning July 1, 2012, through June 30, 2015, both dates inclusive, will be initially agreed to in the amount of \$565,811 (FIVE HUNDRED SIXTY FIVE THOUSAND, EIGHT HUNDRED ELEVEN DOLLARS) as per Exhibit A. This sum shall be paid in four quarterly payments of \$141,453 (ONE HUNDRED FOURTY-ONE THOUSAND, FOUR HUNDRED FIFTY-THREE DOLLARS) to be paid on October 1, 2012, January 1, 2013, April 1, 2013, and June 30, 2013. The COUNTY will provide amendments adjusting salaries, liability insurance, vehicle rates and Cost of Living to the CITY each year for basic law enforcement services for adoption effective July 1 with an amendment approved by both parties.

Nothing in this contract is intended to alter the effect of any statute or County Ordinance related to fees for housing of inmates sustained for City Ordinance violations or for Criminal Justice Administration fees, (i.e., Government Code Section 29550, et seq., Placer County Code Section 50).

7. **LEVEL OF SERVICE:** For the term of this contract beginning July 1, 2012, and ending June 30, 2015, both dates inclusive, **COUNTY** shall provide routine patrol and related services for the **CITY** on a 24-hour per day basis within **CITY** boundaries.

Additional services associated with special events within the **CITY** boundaries may incur additional cost. **COUNTY** and **CITY** shall discuss and agree upon the additional services and additional costs necessary to support the special event.

In the event the **CITY's** General Fund financial condition substantially changes, both **PARTIES** agree to meet to re-evaluate the agreement and service levels provided herein.

8. **INDEMNIFICATION:** Except as hereinafter provided, **COUNTY** shall indemnify and hold harmless **CITY**, its officers and employees, from any and all claims, actions, or proceedings, or liability for injuries or damages to persons and property caused by **COUNTY'S** performance of services under this contract. **COUNTY** shall defend on behalf of **CITY**, at **COUNTY'S** sole expense, any such actions or proceedings and shall pay, when final, any judgments, awards, or settlements in any such actions or proceedings. Neither **COUNTY** nor any officer or employee thereof, shall be responsible for injuries or damages to persons or property occurring by reason of anything done or omitted to be done by **CITY** under or in connection with this agreement. **CITY** shall defend, indemnify and hold harmless **COUNTY** from liability for such actions or omissions.

9. **FINES, FORFEITURES:**

- A. Except as provided in subparagraph "B." below, **CITY** shall receive proceeds of all fines, forfeitures, penalties and payments for infractions, including all traffic citation proceeds.
- B. All forfeitures under federal law or the California Control of Profits of Organized Crime Act (Penal Code Sec. 186 et seq.) shall be disbursed as provided in federal law or Penal Code Sec. 186.8.

10. **CITY FACILITIES:**

- A. The **CITY** will provide the **COUNTY** adequate office space for law enforcement related needs as agreed upon by the **CITY** and the Sheriff.
- B. **CITY** will provide adequate lighting of the parking area in front of the City Hall where patrol unit(s) will be parked.
- C. **CITY** will pay for all normal utility services for such space including telephone services consisting of at least two phone lines (excluding any long distance phone calls).

D. CITY will also pay for the custodial/maintenance service to the office space they provide to the COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF COLFAX, "CITY"

COUNTY OF PLACER, "COUNTY"

BY: _____
MAYOR, CITY COUNCIL

BY: _____
CHAIR, BOARD OF SUPERVISORS

BY: _____
PLACER COUNTY SHERIFF

APPROVED AS TO FORM

APPROVED AS TO FORM

BY: _____
CITY ATTORNEY

BY: _____
COUNTY COUNSEL

Attachment: Exhibit A

EXHIBIT 'A'
 PLACER COUNTY SHERIFF'S OFFICE
 CITY OF COLIFAX CONTRACT SERVICES
 FISCAL YEAR 2012-2013

							Costs provided actual proj base currently hist ex Sal at contract I		
		2011-2012	2012-2013	@100%			2011-2012	Increase/ Decrease	2012-2013
		contract %	Hrly. Rate	Hrly. Rate	Hours	50%	Cost		Cost
1	Sergeant	50%	81.8334	84.6765	2080	1040	\$ 85,107	\$ 2,957	\$ 88,064
	Overtime-50% of apprvd hours		83.2225	93.7093	168	84	\$ 6,991	\$ 881	\$ 7,872
						225%			
2.25	Deputy II	225%	68.2776	68.9089	2080	4680	\$ 319,539	\$ 2,955	\$ 322,494
	DS II-100% of apprvd hours		63.5864	73.9291	175	393.75	\$ 24,767	\$ 4,343	\$ 29,110
						10%			
	Detective	10%	69.9501	73.0968	2080	208	\$ 14,550	\$ 654	\$ 15,204
	Overtime-10% of apprvd hours		69.7131	79.0987	175	17.5	\$ 1,220	\$ 164	\$ 1,384
Subtotal Base Personnel Costs							\$ 452,174	\$ 11,953	\$ 464,127
BASE OTHER COSTS:							2011-2012		2012-2013
Cost Factors: BASIS							Other Costs	adjustment	Other Costs
	Dispatch Operations	3% estimated				\$ 24,802	\$ 744	\$ 25,546	
	Vehicle Mileage/Maint	1.5 vehicles - 1 per patrol, 50% sgt		actual adjusted usage per actual		\$ 30,725	\$ 6,782	\$ 37,507	
	Training					\$ 5,642	\$ 1,483	\$ 7,125	
	Liability Insurance	\$1.001		actual		\$ 3,975	\$ (553)	\$ 3,422	
	Misc Equip & Supplies			estimated actual		\$ 10,350	\$ (350)	\$ 10,000	
	Direct Administrative Support: Acctg, Purchasing, Radio, Personnel, Veh Supp			estimated actual		\$ 20,232	\$ (2,147)	\$ 18,085	
						\$ -	\$ -	\$ -	
Subtotal Base Other Costs							\$ 95,726	\$ 5,959	\$ 101,685
Summary Total Base Contract							\$ 547,900	\$ 17,911	\$ 565,811
SUMMARY TOTAL:							2011-2012		2012-2013
Total Personnel Costs							Summary		Summary
Total Other Costs							\$ 452,174	\$ 11,953	\$ 464,127
Total Contract Costs							\$ 95,726	\$ 5,959	\$ 101,685
Total Contract Costs							\$ 547,900	\$ 17,911	\$ 565,811

2012-2013 Base Quarterly Pmts \$ 141,453

Total contract % 3.27%

Notes:

Increases to contract are due to an increase of wages and benefits as a result of prop F, plus the rise of vehicle costs
 Subject to review and approval by the Placer County Board of Supervisors

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