



LSI 1851

PLACER COUNTY
SHERIFF
CORONER-MARSHAL



MAIN OFFICE
P.O. BOX 6990
AUBURN, CA 95604
PH. (530)889-7800 FAX. (530)889-7899

TAHOE SUBSTATION
DRAWER 1710
TAHOE CITY, CA 96145
PH. (530)581-6300 FAX. (530)581-6377

EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

STEPHEN L. D'ARCY
UNDERSHERIFF

To: Honorable Board of Supervisors
From: Edward N. Bonner, Sheriff-Coroner-Marshal
Date: June 13, 2006
Subject: Placer County Sheriff-Coroner-Marshal and Nevada County Sheriff Amendment for Jail Services contract.

Action Requested

It is recommended that your Board approve the amendment to the agreement between the Placer County Sheriff-Coroner-Marshal (PCSO) to pay the Nevada County Sheriff's Office (NCSO) for jail services. The agreement is for a term of two years beginning July 1, 2006 in the amount of \$297,808 in FY 2006/2007 and \$312,698 for FY 2007/2008.

Background

Placer County and Nevada County have operated Type I jail facilities in Tahoe City and Truckee, respectively, for the past forty plus years. Similar challenges have been faced with regard to staff shortages, outdated buildings, and the inability to recruit and retain female employees in that area.

In 2001, your Board approved the initial contract with Nevada County to provide jail services. The jail operations at the North Tahoe Substation are closing, with the exception of the court holding facility on a Monday through Friday dayshift basis. All PCSO and CHP arrests in Placer County area normally booked in Tahoe City will be booked into the Truckee Jail after normal business hours and on holidays and weekends. Those arrestees who could not be released or make bail would be transported to the Placer County jail in Auburn for long-term housing, as is currently the case. Transportation to and from Placer County jail would continue to be handled by Placer County Sheriff staff as is currently done.

The term of this contract amendment will begin on July 1, 2006 for two years, with automatic renewals thereafter, if desired. The cost of this contract amendment is \$297,808 for FY 2006-2007 and is \$312,698 for FY 2007/2008, with the ability to terminate the contract anytime with 180 days advance written notice. Your Board's approval for the contract amendment is requested.

Fiscal Impact

The contract costs will continue to be offset by reduced costs in the Tahoe Jail operations from salary savings and food and maintenance costs reductions. Similar costs for us to take these responsibilities back in-house would average about \$375,000 - \$400,000 at a minimum. The costs for this contract are included in the FY 2006/2007 budget submitted to your Board. The first year increase from the current \$277,031 to \$297,808 is approximately 7.5%. The second year of the contract is a 5% increase.

305

**AMENDMENT TO CONTRACT WITH
Placer County**

THIS SECOND AMENDMENT is executed by and between the County of Placer and County of Nevada. Said Amendment will amend the prior agreement between the parties entitled **Agreement for Booking and Jail Services** executed on November 13, 2001 by Nevada County Resolution No. 01-534, and first amendment executed on August 10, 2004, by Nevada County Resolution No. 04-347.

WHEREAS, the parties desire to amend their agreement to allow or provide for increased fees, and

WHEREAS, this amendment shall extend the term of the Agreement for Booking and Jail Services from July 1, 2006 through June 30, 2008, with the option to renew annually based on mutual written agreement by June 1st of each year; and

WHEREAS, the parties desire the ability and option to review the contract annually with options to increase the contract to reflect actual updated costs or terminate the Agreement; and

NOW, THEREFORE, the parties hereto agree to amend the following paragraphs as follows:

2. Term and Termination

This amendment extends the Agreement from July 1, 2006 through June 30, 2008, provided however, that the term may be renewed under the same terms and conditions upon notice of either party of its intent to renew, which notice shall be in writing and shall be delivered no later than June 1st of any year. Either party shall be entitled to terminate the Agreement at any time without cause by giving the other party ninety (90) days advance written notice of the same. The County of Nevada shall be entitled to terminate the Agreement at any time if the County of Placer is more than sixty (60) days delinquent in making any payments hereunder to the County of Nevada.

4. Compensation

The County of Placer agrees to pay the County of Nevada the sum of \$297,808 (Two Hundred Ninety Seven Thousand Eight Hundred and Eight Dollars) for the contract year July 1, 2006 to June 30, 2007 and \$312,698 (Three Hundred Twelve Thousand Six Hundred and Ninety Eight Dollars) for the contract year July 1, 2007 to June 30, 2008 as set forth in Exhibit A-1 for services. The County of Placer shall continue to pay the County of Nevada on a quarterly basis the sum due herein in equal installments on September 1, December 1, March 1, and June 1 of each year. For each fiscal year or in the event this agreement is renewed, on or before April 1st of each year the Placer County Sheriff and the Nevada County Sheriff shall agree on the amount of compensation set forth in a form as indicated in Exhibit A-1. The compensation provided shall be the full compensation for all services provided pursuant to this agreement. No other fees, including booking fees, shall be imposed for such services.

In all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated:

COUNTY OF NEVADA

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board of Supervisors

Nevada County Sheriff

APPROVED AS TO FORM:

County Counsel, County of Nevada

COUNTY OF PLACER

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board of Supervisors

Placer County Sheriff

APPROVED AS TO FORM:

County Counsel, County of Placer

**Exhibit A-1
Truckee Contract Salary**

NCSO

Employee	Base Salary	OT hrs	Total Retirement Benefit	Group Insurance Total Benefit	Total
Sergeant (half time)	23,697		7,691	2,634	40,022
CO II/E	49,261		12,830	5,539	67,630
CO II/E	49,261		12,830	5,539	67,630
CO II/E	49,261		12,830	5,539	67,630
Total	177,480	9,060	46,181	19,251	251,972
Salary & Benefits	242,912				
Overtime	9,060				
Liability Insurance	1,347				
Work Comp	11,511				
Total Salary	264,830				
Overhead **	12,201				
Total Cost	277,031				
2003-2004 Computations					
** Overhead (building maintenance, food, supplies, etc.) to house Placer trusty.					
Year	Base Computation	Percentage	Annual Increase	Total Annual Amount	Quarterly Installment
7/1/06-6/30/07	277,031	X 7.5 %	20,777	297,808	74,452
7/1/07-6/30/08	297,808	X 5.0 %	14,890	312,698	78,174

328