



EST. 1851

PLACER COUNTY SHERIFF CORONER-MARSHAL

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EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

STEPHEN L. D'ARCY
UNDERSHERIFF

To: The Honorable Board of Supervisors
From: Edward N. Bonner, Sheriff-Coroner-Marshall
Date: June 27, 2006
Subject: Law Enforcement Services contracts between the Placer County Sheriff-Coroner-Marshall and the Town of Loomis and City of Colfax

Action Requested

It is recommended that your Board approve the Law Enforcement Services contracts between the Placer County Sheriff-Coroner-Marshall and the Town of Loomis and the City of Colfax. The contracts are the three-year continuation of law enforcement services with each agency. The annual amounts for each agency resulting from these contracts are \$639,046 for the City of Colfax and \$1,199,753 for the Town of Loomis for Fiscal Year 2006/2007.

Background

The Placer County Sheriff-Coroner-Marshall provides law enforcement services to the Town of Loomis and City of Colfax. The law enforcement service costs are updated to reflect increases estimated in salaries and benefits and cost-of-living increases for services and supplies. An amendment will be submitted to your Board each year to reflect the annual adjustments.

The increase for the level of services provided is \$32,086 for the City of Colfax and \$121,598 for the Town of Loomis. The level of service also includes costs for Traffic Enforcement Officers for each city that is \$134,025 and \$156,187, respectively. Traffic Officer cost differs for each agency to reflect the appropriate pay level and the amount of overtime applied. The traffic officer positions for each city are funded through COPS Supplemental Law from the State. In the event funding is not continued in the State budget, these positions would be removed and absorbed through attrition into the existing County workforce. Your Board's approval of the contract is required.

Fiscal Impact

The estimated costs for these contracts are in the budget submitted to the Board for FY 2006/2007. With the approval of these contracts, an increase of \$30,000 additional revenue is anticipated.

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BEGINS: July 1, 2006

CONTRACT NO. _____

ENDS: June 30, 2009

ADMINISTERING AGENCY: Sheriff

DESCRIPTION: Contract between County of Placer, Department of Sheriff-Coroner-Marshall and Town of Loomis

THIS AGREEMENT is made as of the 1st day of July, 2006, by and between the COUNTY OF PLACER, Department of the Sheriff-Coroner-Marshall, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the TOWN OF LOOMIS, a municipal corporation, hereinafter referred to as "TOWN."

1. **DURATION OF CONTRACT:** This Agreement shall commence on July 1, 2006, for a period of three years, expiring June 30, 2009, 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 TOWN. 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. TOWN shall provide all supplies bearing the name of, or relating specifically to the TOWN, such as stationery, forms, and notices. For TOWN specific specialized programs, including radar speed enforcement, the TOWN 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 TOWN 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 TOWN and the Sheriff of COUNTY.

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

4. **DUTIES OF TOWN:**

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

B. TOWN shall give COUNTY the full cooperation and assistance of its officers, agents and employees. The TOWN Manager and other persons designated by the TOWN 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 TOWN pension, or civil service or other benefits or rights that TOWN may confer upon TOWN 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 TOWN.

TOWN 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. TOWN 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:** TOWN 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, vehicle costs, 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 TOWN under this agreement.

The cost of performing law enforcement for the year beginning July 1, 2006, and ending June 30, 2009, both dates inclusive, is agreed to the base amount of \$1,199,753 (ONE MILLION ONE HUNDRED NINETY-NINE THOUSAND SEVEN HUNDRED FIFTY-THREE DOLLARS). (See Exhibit A for calculations). This sum shall be paid in four quarterly installments of \$299,938 (TWO HUNDRED NINETY-NINE THOUSAND NINE HUNDRED THIRTY EIGHT DOLLARS) to be paid on October 1, 2006, January 1, 2007, April 1, 2007, and June 30, 2007. The COUNTY will provide estimates adjusting salaries, liability insurance, vehicle costs and Cost of Living to the TOWN each year for adoption effective July 1 with an amendment. The additional Traffic Enforcement Officer option total amount will be \$156,186 (ONE HUNDRED FIFTY-SIX THOUSAND ONE HUNDRED EIGHTY SIX DOLLARS). The sum shall be paid

in four quarterly installments, as noted above, in the amount of \$39,047 (THIRTY-NINE THOUSAND FORTY SEVEN DOLLARS). This option pays for the operations for one patrol vehicle and one officer for one year. Based on continued funding, the COUNTY will provide estimates adjusting salaries, liability insurance, vehicle costs and Cost of Living to TOWN each year for adoption effective July 1.

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 TOWN 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, 2006, and ending June 30, 2007, both dates inclusive, COUNTY shall provide patrol and related services for the TOWN on a 24-hour per day basis, with a targeted average response time of less than seven minutes in responding to any priority one (life threatening) call within TOWN boundaries.

With regard to payment for subsequent fiscal years, referenced in paragraph 6., **PAYMENT FOR SERVICES**, assumes no change in the level of staffing provided by the COUNTY. If the level of staffing is insufficient to meet the targeted response time, then TOWN and COUNTY shall discuss the need either to increase the level of staffing or make an adjustment in the targeted response time. Such discussions as are required by the TOWN and COUNTY shall be set consistent with the establishment of an amended payment schedule.

8. **INDEMNIFICATION:** Except as hereinafter provided, COUNTY shall indemnify and hold harmless TOWN, 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 TOWN, 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 TOWN under or in connection with this agreement. TOWN shall defend, indemnify and hold harmless COUNTY from liability for such actions or omissions.

9. **FINES, FORFEITURES:**

- A. TOWN shall receive proceeds of all fines, forfeitures, penalties and payments for infractions, including all traffic citation proceeds.

10. **TOWN FACILITIES:**

- A. The TOWN shall reimburse the COUNTY for 1/6 of the cost for related to the facility, parking and utilities, which has been based on 1/6 of the number of patrol beats, located within the TOWN boundaries for use by COUNTY in carrying out its activities under the terms of this agreement.
- B. TOWN will provide adequate lighting of the parking area at the substation.

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

TOWN OF LOOMIS

COUNTY OF PLACER

BY: _____
MAYOR, TOWN COUNCIL

BY: _____
CHAIR, BOARD OF SUPERVISORS

BY: _____
PLACER COUNTY SHERIFF

APPROVED AS TO FORM

APPROVED AS TO FORM

BY: _____
TOWN ATTORNEY

BY: _____
COUNTY COUNSEL

Attachment: Exhibit A

EXHIBIT 'A'
PLACER COUNTY SHERIFF'S DEPARTMENT
TOWN OF LOOMIS - CONTRACT SERVICES
FISCAL YEAR 2006/2007

***The links are correct or hrly rates below.

	2005/2006 Hrly. Rate*	2006/2007 Hrly. Rate*	Hours
1 Lieutenant Overtime	\$ 80.5554	\$ 94.2174	2080
			0
4.25 Deputy (Patrol) F-Step Overtime	\$ 59.4130	\$ 62.7773	8840
	\$ 57.7514	\$ 60.3795	1020
1 Deputy Investigator Overtime (already prorated)	\$ 56.9853	\$ 62.7773	2080
	\$ 55.0013	\$ 60.3795	32
Subtotal Personnel Costs			
1 Traffic Enforcement Officer Overtime	\$ 54.5136	\$ 59.7835	2080
	\$ 56.1164	\$ 61.4730	240
Total Personnel Costs including TEO			
OTHER COSTS:			
			as per DSA contract

*Cost Factors: (based on 3% increase except as noted per actual at either 1/6 or distributed per actual # of people)

- Vehicle and Vehicle mileage - Patrol @ 4.25 DSII
 - Vehicle and Vehicle mileage - Investigation @ 25%
 - Leased vehicle charges - Lt @ 50%
 - Dispatch Operations add 6% projected salary adjustments
 - Liability Insurance 2140 # staff for contract
 - Fixed Asset Equipment purchased:
 - Training based on routine training
 - Total miscellaneous equipment, services & supplies to include:
 - Radio/Vehicle Equipment replacement/maintenance
 - Clerical/Admin Support-Fiscal/Personnel
 - Clerical/Admin Support-SPS
 - Employee Benefits Charges
 - SDE Misc Equip & Supplies-SPS
 - MIS/Comm Support
- *Cost Factors: (Actuals-Increase based on proportional lease and utility increases, including increased space)
- Office Space and parking lot of \$131,480.88 yearly lease plus Prop Mgmt fee of \$6,000.06 \$137,481 - Office renovation underway -
 - Utility Charges (PG&E) 17,049.96/6
 - Common Area Utility Charges 1/6 of \$914.40 (\$76.20 monthly)
- Use costs may be adjusted

Subtotal Other Costs	Actual	Actual
Vehicle and Vehicle mileage		
Liability Insurance		
Training		

Total Other Costs - TEO increased % to upgrade vehicles, liability and dispatch services to actuals

SUMMARY:	2005/2006	2006/2007
Personnel Costs (see worksheet attached)		
Other Costs		
County Overhead directly related to Loomis activity		
Summary Total services:		
2006/2007 Quarterly Payments:	\$ 299,938	
Quarterly Amt attributable to TEO:	\$ 39,046	
Subject to review and approval by the Placer County Board of Supervisors		\$ 156,186 annually

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	2005/2006 Cost	Increase/ Decrease	2006/2007 Cost
\$	83,778	\$ 14,209	\$ 97,986
\$	-	-	-
\$	525,211	\$ 29,740	\$ 554,951
\$	58,906	\$ 2,681	\$ 61,587
\$	29,632	\$ 3,012	\$ 32,644
\$	1,760	\$ 172	\$ 1,932
\$	699,287	\$ 49,813	\$ 749,101
\$	113,388	\$ 10,961	\$ 124,350
\$	13,468	\$ 1,286	\$ 14,754
\$	826,144	\$ 62,060	\$ 888,204
2005/2006	2006/2007		2006/2007
Charges	variance	Projections	Cost
\$	31,546	\$ 4,823	\$ 36,369
\$	6,923	\$ (4,850)	\$ 2,073
\$	4,806	\$ (659)	\$ 4,147
\$	65,176	\$ 3,911	\$ 69,087
\$	43,896	\$ (9,601)	\$ 34,295
\$	-	\$ -	\$ -
\$	4,644	\$ 139	\$ 4,783
\$	55,407	\$ 62,267	\$ 117,674
\$	-	\$ -	\$ -
\$	-	\$ -	\$ -
\$	19,991	\$ 2,922	\$ 22,913
\$	3,037	\$ 89	\$ 3,126
\$	152	\$ (152)	\$ -
\$	235,576	\$ 58,869	\$ 294,467
\$	6,932	\$ 1,040	\$ 7,972
\$	7,316	\$ (457)	\$ 6,859
\$	2,186	\$ 66	\$ 2,252
\$	16,434	\$ 649	\$ 17,083
\$	252,012	\$ 59,537	\$ 311,549
2005/2006	Routine Incr/	2006/2007	
Costs	Decrease	Costs	
\$	826,144	\$ 62,060	\$ 888,204
\$	252,012	\$ 59,537	\$ 311,549
\$	1,078,156	\$ 121,598	\$ 1,199,753