



EST. 1851

PLACER COUNTY SHERIFF CORONER-MARSHAL



MAIN OFFICE
2929 RICHARDSON DR.
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TAHOE CITY, CA 96145
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EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

DEVON BELL
UNDERSHERIFF

To: Honorable Board of Supervisors
From: Edward N. Bonner, Sheriff Coroner-Marshal
Date: September 28, 2010
Subject: Agreement between the Department of California Highway Patrol and Placer County Sheriff Coroner-Marshal

Action Requested

It is recommended that your board approve the agreement between the Placer County Sheriff Coroner-Marshal (PCSO) and the Department of California Highway Patrol (CHP), and authorize the Sheriff to sign the agreement and all related documents. The agreement is for reimbursement of overtime costs for CHP personnel assigned to the Regional Auto Theft Task Force at an amount not to exceed \$35,000.00 beginning July 1, 2010 and ending June 30, 2011. There is no impact to the General Fund as funds will be provided from the Task Force.

Background

In March of 2007, the Board of Supervisors passed and adopted a resolution pursuant to Vehicle Code Section 9250.14 to specially fund local agency programs which combat vehicle theft. The Board of Supervisors approved the formation of a Placer County Regional Auto Theft Task Force. It was agreed upon that CHP would be reimbursed for overtime through task force funding. For FY 2009/2010, the Task Force recovered vehicles valued at \$390,700 in addition auto thefts decreased by 9% and the recovery rate increased by 7%. This program continues to provide specialized services to the citizens of Placer County. CHP provides officers at no cost during regular work hours. The spending plan approved by the Task Force is included in the proposed budget.

Fiscal Impact

This agreement is in an amount not to exceed \$35,000.00 for the overtime through the Regional Auto Theft Task Force. The agreement will be in effect for the period beginning July 1, 2010 and ending June 30, 2011. There is no additional impact to the General Fund.

**STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
LETTER OF AGREEMENT**

THIS AGREEMENT, made and entered into this 1st day of July 2010, by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called CHP, and Placer County, hereinafter called COUNTY.

On March 20, 2007, the COUNTY Board of Supervisors passed and adopted a resolution pursuant to Vehicle Code Section 9250.14 to specially fund local agency programs which combat vehicle theft. The County Board of Supervisors approved the formation of a Placer County Regional Auto Theft Task Force. Subsequently, a memorandum of understanding was entered into between the Placer County Chief's of Police, Sheriff, and the CHP to establish this task force. Once (1) CHP Sergeant and one (1) CHP Officer have been assigned and as agreed, CHP shall be reimbursed for overtime through task force funding.

WITNESSETH: By and in consideration of the covenants and conditions herein contained, COUNTY and CHP do hereby agree as follows:

1. CHP agrees to provide one (1) Sergeant as supervisor to the multi-agency Auto Theft Task Force and one (1) Officer within Placer County.
2. The term of the agreement will become effective July 1, 2010 and shall terminate June 30, 2011.
3. The Contract Coordinators for this Agreement shall be:

Department of California Highway Patrol
CHP Auburn Area
Sergeant Michael Beauregard
9440 Indian Hill Road
Newcastle, CA 95658
(916) 663-3344

Placer County
Department of Fiscal Management
Rosie Dreher
2929 Richardson Drive
Auburn, CA 95603
(530) 889-7800

4. This agreement may be canceled by either party upon thirty (30) days prior written notice or upon a date established by mutual agreement.
5. This agreement may be amended by written mutual consent of both parties hereto.
6. In the event of an emergency, this Agreement may be canceled by either party without prior notice.
7. In consideration for the above services, COUNTY agrees to reimburse the CHP upon receipt of an itemized invoice. COUNTY agrees to reimburse the CHP for the actual costs incurred at the time services are provided. The rates indicated in this agreement are for estimate purposes only. In the event CHP is granted a rate increase, COUNTY agrees to pay the increased rate. The following

information are the CHP officer and sergeant overtime rates effective Fiscal Year 10/11, until superseded:

CLASSIFICATION	OVERTIME RATE
CHP Officer	\$79.15 per hour
CHP Sergeant	\$96.22 per hour

8. Total amount payable under this agreement shall not exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00).
9. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and /or statute and that no advance written notification is necessary prior to implementing the increased rates.
10. CHP agrees to invoice COUNTY on a quarterly basis. CHP Accounting Section, Accounts Receivable Unit, will send all invoices to the Placer County Task Force Commander who will be responsible for forwarding the invoices to:

Placer County
2929 Richardson Dr.
Auburn, CA 95603
Attn: Ms. Barbara Besana
(530) 889-7800

11. COUNTY agrees to provide to CHP a resolution, motion, order or ordinance of the governing body bylaw which authorizes execution of this agreement and indicates the individual who is authorized to sign the agreement on behalf of Placer County.

12. AUDIT

COUNTY agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy and records and supporting documentation pertaining to the performance of this Agreement. COUNTY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. COUNTY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, COUNTY agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code § 8546.7, Pub. Contract Code § 10115 et CCR Title 2, Section 1896).

13. DISPUTES

Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the

administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution.

14. The COUNTY agrees to indemnify, defend and save harmless the state, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by COUNTY in the performance of this Agreement.

STATE OF CALIFORNIA
Department of California Highway Patrol

PLACER COUNTY

T.L. ANDERSON
Assistant Chief, Administrative Service Division

Signature

Title

Date

Date

Department of California Highway Patrol
Business Services Section
Attn: Contract Services Unit
P.O. Box 942898
Sacramento, CA 94298-0001

Placer County
2929 Richardson Drive
Auburn, CA 95603
Attn: Barbara Besana