



EST. 1851

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-Marshall
Date: June 16, 2015
Subject: Administrative Services / Contract / City of Colfax / Law Enforcement Services

Action Requested

Approve a contract with the City of Colfax for law enforcement services, in the amount of \$608,319 for FY 2015-16, for the contract term of July 1, 2015 to June 30, 2018. Authorize the Chair to sign and the Sheriff to execute the contract.

Background

The Placer County Sheriff's Office provides law enforcement services to the City of Colfax. The law enforcement service costs are updated annually to reflect changes in salaries, benefits, services and supplies. The FY 2015-16 contract amount reflects an increase of \$4,829 or 0.80 percent.

Fiscal Impact

The estimated revenue for this contract is included in the FY 2015-16 Sheriff's Office Submitted Budget. There is no additional impact to the General Fund.

Attachment 1 - Colfax Contract

Attachment 2 - Exhibit A

435

BEGINS: July 1, 2015

CONTRACT NO. _____

ENDS: June 30, 2018

ADMINISTERING AGENCY: Sheriff

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

THIS AGREEMENT is made as of the 1st day of July, 2015, by and between the COUNTY OF PLACER, Office of the Sheriff-Coroner-Marshall, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and the CITY OF COLFAX, a municipal corporation, herein referred to as "CITY".

1. **DURATION OF CONTRACT:** This Agreement shall commence on July 1, 2015, for a period of three years, expiring on June 30, 2018, 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 stationary, 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 servicing 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 office 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 by or relating to this contract.

5. **STATUS OF PERSONNEL UTILIZED:**

- A. **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, 2015 through June 30, 2016, both dates inclusive, will be initially agreed to in the amount of \$608,319 (SIX HUNDRED EIGHT THOUSAND, THREE HUNDRED NINETEEN DOLLARS) as per Exhibit A. This sum shall be paid in four quarterly payments of \$152,080 (ONE HUNDRED FIFTY TWO THOUSAND, EIGHTY DOLLARS) to be paid on October 1, 2015, January 1, 2016, April 1, 2016, and June 30, 2016. 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, 2015, and ending June 30, 2018, 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 and 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 from such actions or omissions.

9. **FINE, 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 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"

BY: *Kim A. Douglas*
MAYOR, CITY COUNCIL

COUNTY OF PLACER, "COUNTY"

BY: _____
CHAIR, BOARD OF SUPERVISORS

BY: _____
PLACER COUNTY SHERIFF

APPROVED AS TO FORM

BY: *Not Required*
CITY ATTORNEY

APPROVED AS TO FORM

BY: _____
COUNTY COUNSEL

Attachment: Exhibit A

PLACER COUNTY SHERIFF'S OFFICE
CITY OF COLFAX - CONTRACT SERVICES
FISCAL YEAR 2015/2016

SALARY AND BENEFITS:

Qty	Class/Description	Pay Type	Annual Hours/Units	Billable Hours/Units*	2014-2015 Hrly Rate	2015-2016 Hrly Rate	2014-2015 Cost	2015-2016 Cost	Increase/Decrease
0.5	Sergeant	Regular Pay	2080	1040	96.18	96.56	\$ 100,023	\$ 100,427	\$ 404
0.5	Sergeant	Overtime	120	60	89.90	91.09	\$ 5,394	\$ 5,465	\$ 71
0.5	Sergeant	Holiday Overtime	48	24	121.13	122.28	\$ 2,907	\$ 2,935	\$ 28
2.25	Deputy II	Regular Pay	2080	4294	82.00	82.24	\$ 352,104	\$ 353,140	\$ 1,036
2.25	Deputy II	Overtime	127	285.75	74.09	75.05	\$ 21,170	\$ 21,446	\$ 276
2.25	Deputy II	Holiday Overtime	48	108	99.83	100.75	\$ 10,781	\$ 10,881	\$ 100
0.1	Detective (Deputy II)	Regular Pay	2080	208	80.03	80.34	\$ 16,645	\$ 16,710	\$ 65
0.1	Detective (Deputy II)	Overtime	127	12.7	71.41	72.34	\$ 907	\$ 919	\$ 12
0.1	Detective (Deputy II)	Holiday Overtime	48	4.8	96.22	97.11	\$ 462	\$ 466	\$ 4
Total Personnel Costs							\$ 510,394	\$ 512,391	\$ 1,997

OTHER COSTS:

Item	Description	2014-2015 Cost	2015-2016 Cost	Increase/Decrease
Communication	Telecomm System Access and Radio Costs	\$ 13,475	\$ 15,274	\$ 1,799
Direct Administrative Support	Dispatch and Administrative Operations	\$ 29,123	\$ 29,389	\$ 265
Equipment & Supplies	Equipment & Supplies	\$ 10,000	\$ 10,000	\$ -
Training	Based on Routine Annual Training	\$ 7,125	\$ 7,125	\$ -
Vehicle Expenses	1.5 vehicles	\$ 33,372	\$ 34,141	\$ 769
Total Other Costs		\$ 93,095	\$ 95,928	\$ 2,833

Total Contract Costs	\$ 603,490	\$ 608,319	\$ 4,829
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Total Contract Change	0.80%
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15-16 Base Quarterly Payments	\$ 152,079.75
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*Decreased total Deputy billable hours by 386 starting 14/15.

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