



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-Marshal
Date: September 8, 2009
Subject: Law Enforcement Services contracts between the Placer County Sheriff-Coroner-Marshal and the City of Colfax

Action Requested

Your Board's is requested to approve the contract for Law Enforcement Services between the Placer County Sheriff-Coroner-Marshal and the City of Colfax. This contract is the three-year continuation of law enforcement services beginning July 1, 2009 through June 30, 2010. The contract amount for Fiscal Year 2009/2010 is \$546,424, an increase of \$16,824 or 3.18%. This contract is included in the FY 2009/2010 Final Budget submitted to your Board for approval. There is no impact to the General Fund.

Background

The Placer County Sheriff-Coroner-Marshal 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 cost-of-living adjustments for services and supplies. The contract has been delayed as a result of the uncertainty of State funding and transition occurring at the City of Colfax. Amendments will be submitted to your Board each year to reflect the annual adjustments. Should the economy change, the City would request the contract be re-opened to address these impacts.

Law enforcement services for the City are approximately ½ of a beat. The City provides the space occupied for 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 annual contract costs have increased \$16,824 to \$546,242 related mainly to increases in salary and benefits. Costs for these contracts are in the Final Budget submitted to the Board for FY 2009/2010. There is no additional impact to the General fund.

City of Colfax

Resolution No. 25 - 2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX
AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT FOR SERVICES
WITH THE COUNTY OF PLACER,
DEPARTMENT OF SHERIFF – CORONER – MARSHAL

Whereas, the County of Placer, Department of the Sheriff-Coroner-Marshal has provided the City of Colfax with law enforcement services for a number of years; and,

Whereas, the City of Colfax is satisfied with the Service received from the County of Placer, Department of Sheriff-Coroner-Marshal; and,

Whereas, the City Council and a subcommittee of the Council reviewed the agreement met with Placer County Sheriffs to negotiate the contract being presented;

NOW THEREFORE, be it Resolved by the City of Colfax that:

1. The City is authorized to enter into the attached agreement from July 1, 2009 until June 30, 2012; and,
2. The attached agreement is incorporated by reference

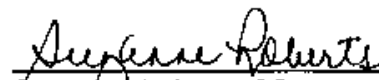
Passed and Adopted this 11th day of August 2009 by the following roll call vote:

Ayes: Council members Alpine, Barkle, Harvey, Delfino and Mayor Roberts

Noes: None

Absent: None

Abstain: None



Suzanne Roberts, Mayor

ATTEST:



Karen Pierce, City Clerk

BEGINS: July 1, 2009

CONTRACT NO. _____

ENDS: June 30, 2012

ADMINISTERING AGENCY: Sheriff

DESCRIPTION: Contract between County of Placer, Department of Sheriff-Coroner-Marshall and City of Colfax

THIS AGREEMENT is made as of the 1st day of July, 2009, 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 CITY OF COLFAX, a municipal corporation, hereinafter referred to as "CITY."

1. **DURATION OF CONTRACT:** This Agreement shall commence on July 1, 2009, for a period of three years, expiring June 30, 2012, 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, 2009, through June 30, 2012, both dates inclusive, will be initially agreed to in the amount of \$546,424 (FIVE HUNDRED FORTY- SIX THOUSAND, FOUR HUNDRED TWENTY-FOUR DOLLARS) as per Exhibit A. This sum shall be paid in four quarterly payments of \$136,606 (ONE HUNDRED THIRTY-SIX THOUSAND SIX HUNDRED SIX DOLLARS) to be paid on October 1, 2009, January 1, 2010, April 1, 2010, and June 30, 2010. 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, 2009, and ending June 30, 2012, both dates inclusive, **COUNTY** shall provide patrol and related services for the **CITY** 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 **CITY** boundaries.

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: *Suzanne Roberts*
MAYOR, CITY COUNCIL

BY: _____
CHAIR, BOARD OF SUPERVISORS

BY: _____
PLACER COUNTY SHERIFF

APPROVED AS TO FORM

APPROVED AS TO FORM.

BY: *P. Lane*
CITY ATTORNEY

BY: _____
COUNTY COUNSEL

Attachment: Exhibit A

EXHIBIT 'A'

Completed formulas/links

PLACER COUNTY SHERIFF'S DEPARTMENT
CITY OF COLFAX - CONTRACT SERVICES
FISCAL YEAR 2009/2010

DSA contract negotiations are not included - Prop F estimate only

Costs provided include actual proj based on currently hist except Sal at contract level

		2008/2009	2009-2010	@100%		2008-2009	Increase/	2009-2010
		contract %	Hrly. Rate	Hrly. Rate	Hours	Cost	Decrease	Cost
1	Sergeant	50%	77.4340	77.5188	2080	\$ 80,531	\$ 88	\$ 80,620
	Overtime-50% of apprvd hours		75.9039	76.5385	168	\$ 6,376	\$ 53	\$ 6,429
2	Deputy II	100%	64.6177	68.1214	4160	\$ 268,810	\$ 14,575	\$ 283,385
	DS II-100% of apprvd hours		58.3145	61.7351	350	\$ 20,410	\$ (1,766)	\$ 18,644
	Deputy II @ 50%	50%	64.6177	68.1214	2080	\$ 33,601	\$ 1,822	\$ 35,423
1	Overtime-25% of apprvd hours		58.3145	61.7351	175	\$ 3,138	\$ 2,263	\$ 5,402
	Detective	10%	66.8762	70.3276	2080	\$ 13,910	\$ 718	\$ 14,628
	Overtime-10% of apprvd hours		77.4340	67.6204	175	\$ 1,118	\$ 66	\$ 1,183
Subtotal Base Personnel Costs						\$ 427,895	\$ 17,819	\$ 445,714
BASE OTHER COSTS:		BASIS				2008/2009		2009-2010
Cost Factors:						Other Costs	adjustment	Other Costs
	Dispatch Operations	3% estimated increase				\$ 22,698	\$ 681	\$ 23,379
	Vehicle Mileage/Maint	1.5 vehicles - 1 per patrol, 50% sgt	actual	adjusted usage per actual		\$ 35,739	\$ -	\$ 35,739
	Training					\$ 5,642	\$ -	\$ 5,642
	Liability Insurance					\$ 9,780	\$ (1,676)	\$ 8,104
	Misc Equip & Supplies					\$ 9,756	\$ -	\$ 9,756
	Direct Administrative Support: Acctg, Purchasing, IT, Personnel			prorated actual		\$ 18,089	\$ -	\$ 18,089
Subtotal Base Other Costs						\$ 101,704	\$ (995)	\$ 100,709
Summary Total Base Contract						\$ 529,599	\$ 16,824	\$ 546,424
Base incr 3.18%								
Traffic/Problem Oriented Policing Officer						2008/2009	adjustment	2009-2010
TPOP	Deputy II-TPOP		58.2329	64.6268	2080			
TPOP	Vehicle Mileage/Maint	actual at 75% time		eliminated				
TPOP	Training			eliminated				
TPOP	Liability Insurance			eliminated				
	TPOP costs per month			\$0				
Subtotal TPOP Other Costs						\$ -	\$ -	\$ -
Summary Total TPOP Costs (COPS Supplemental Law)						\$ -	\$ -	\$ -
TPOP incr								
SUMMARY TOTAL:						2008/2009		2009-2010
Total Personnel Costs, including Traffic/Problem Oriented Policing Officer (TPOP)						\$ 427,895	\$ 17,819	\$ 445,714
Total Other Costs, including Traffic/Problem Oriented Policing Officer						\$ 101,704	\$ (995)	\$ 100,709
Total Contract Costs						\$ 529,599	\$ 16,824	\$ 546,424

2009-2010 Base Quarterly Pmts	\$ 136,606
2009-2010 TPOP Quarterly Pmts	\$ -
2009-2010 Total Quarterly Pmts	\$ 136,606

Total contract % 3.18%

* TPOP overtime to be billed as earned
Monthly amount for TPOP = 0

Subject to review and approval by the Placer County Board of Supervisors

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