



M E M O R A N D U M
SHERIFF'S OFFICE
ADMINISTRATIVE SERVICES
County of Placer

TO: Honorable Board of Supervisors
FROM: Devon Bell, Sheriff-Coroner-Marshal
BY: Jeff Swearingen, Sheriff's Captain
SUBJECT: Placer Regional Auto Theft Task Force Agreement

DATE: April 21, 2020

ACTION REQUESTED

Adopt a Resolution authorizing the Sheriff to execute a three-year agreement between the Placer County Sheriff's Office and the Department of California Highway Patrol (CHP) for reimbursement of overtime costs for CHP personnel assigned to the Placer Regional Auto Theft Task Force (PRATTF). The term of the agreement is July 1, 2020 through June 30, 2023; the amount of the agreement is not to exceed \$135,000.

BACKGROUND

In March 2007, the Board approved the formation of the Placer Regional Auto Theft Task Force and adopted a Resolution pursuant to Vehicle Code Section 9250.14 to specially fund local agency programs which combat vehicle theft. Under the PRATTF agreement, CHP is reimbursed for overtime expenses through VC 9250.14 funding; CHP dedicates officers at no cost during regular work hours. For FY 2018-19, the Task Force made 52 auto theft related arrests and recovered 145 vehicles with values totaling \$2,166,852. This program continues to investigate, apprehend, and reduce vehicle theft and related crimes within Placer County through aggressive, innovative, and proactive enforcement measures to benefit the citizens of Placer County.

The Sheriff's Office requests your Boards approval to authorize the new agreement for a 3-year term of July 1, 2020 through June 30, 2023; the amount of the agreement is not to exceed \$135,000. CHP requires an adopted Resolution in order to execute the agreement.

FISCAL IMPACT

Revenue for the overtime expended on behalf of this program is received from vehicle registration fees through the PRATTF fund. There is no impact to the General Fund.

ATTACHMENTS

Resolution
Department of California Highway Patrol Agreement

Before the Board of Supervisors County of Placer, State of California

In the matter of:

Placer Regional Auto Theft Task Force Agreement
with the Department of California Highway Patrol

Resolution No.: _____

The following Resolution was duly passed by the Board of Supervisors of the County of Placer
at a regular meeting held April 21, 2020, by the following vote:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:

Clerk of said Board

WHEREAS, the Sheriff's Office is responsible for investigating, apprehending and reducing
vehicle theft within Placer County; and

WHEREAS, the Sheriff's Office provides oversight to the Placer Regional Auto Theft Task Force
of which the Department of California Highway Patrol is the lead agency who provides
personnel at no cost during regular work hours and is reimbursed for overtime costs through an
agreement between the Placer County Sheriff's Office and the Department of California
Highway Patrol; and

WHEREAS, the Department of California Highway Patrol requires a resolution from the Board of
Supervisor to execute the agreement; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors approves the contract
agreement between Placer County and the Department of California Highway Patrol in the
maximum amount of \$135,000 and authorizes the Sheriff-Coroner-Marshal, Devon Bell, to
execute the contract agreement.

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20R212000

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

Placer County Sheriff's Office

2. The term of this Agreement is:

START DATE

07/01/2020

THROUGH END DATE

06/30/2023

3. The maximum amount of this Agreement is:

\$135,000.00 One Hundred Thirty Five Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
	Letter of Agreement - Placer County Regional Auto Theft Task Force	2
Exhibit C *	General Terms and Conditions 04/2017	

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Placer County Sheriff's Office

CONTRACTOR BUSINESS ADDRESS

2929 Richardson Drive

CITY

Auburn

STATE

CA

ZIP

95603

PRINTED NAME OF PERSON SIGNING

Devon Bell

TITLE

Sheriff-Coroner-Marshall

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS

601 North 7th Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

C. D. King

TITLE

Assistant Chief, Administrative Services Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20R212000

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

Placer County Sheriff's Office

2. The term of this Agreement is:

START DATE

07/01/2020

THROUGH END DATE

06/30/2023

3. The maximum amount of this Agreement is:

\$135,000.00 One Hundred Thirty Five Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
	Letter of Agreement - Placer County Regional Auto Theft Task Force	2
Exhibit C *	General Terms and Conditions 04/2017	

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Placer County Sheriff's Office

CONTRACTOR BUSINESS ADDRESS

2929 Richardson Drive

CITY

Auburn

STATE

CA

ZIP

95603

PRINTED NAME OF PERSON SIGNING

Devon Bell

TITLE

Sheriff-Coroner-Marshall

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS

601 North 7th Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

C. D. King

TITLE

Assistant Chief, Administrative Services Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PLACER COUNTY REGIONAL AUTO THEFT TASK FORCE LETTER OF AGREEMENT

THIS AGREEMENT, made by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called CHP, and Placer County Sheriff's Office, 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. One (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, 2020 and shall terminate June 30, 2023.
3. The Contract Coordinators for this Agreement shall be:

Department of California Highway Patrol
CHP Valley Division
Captain Brandon Straw / Sgt. Eric Granrud
2555 First Ave.
Sacramento, CA 95818
(916) 731-6400

Placer County Sheriff's Office
Administrative Services
Under Sheriff, Wayne Woo or Jennifer Holder
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 hours worked and mileage** 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 18/19, until superseded:

PLACER COUNTY REGIONAL AUTO THEFT TASK FORCE
LETTER OF AGREEMENT (Continued)

<u>CLASSIFICATION</u>	<u>OVERTIME RATE</u>
CHP Officer	\$ 97.43 per hour
CHP Sergeant	\$118.52 per hour

8. Total amount payable under this agreement shall not exceed **One Hundred Thirty Five Thousand Dollars and Zero Cents (\$135,000.00)**.
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 Sheriff's Office
2929 Richardson Dr.
Auburn, CA 95603
Attn: Administrative Services

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.