



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

TO: Honorable Board of Supervisors DATE: February 22, 2022
FROM: Devon Bell, Sheriff-Coroner-Marshal
BY: Jerry Rogers, Administrative Services Manager
SUBJECT: Contract Amendment with Nevada County for Booking and Jail Services

ACTION REQUESTED

Approve an amendment to the contract between the Placer County Sheriff's Office and the Nevada County Sheriff's Office for Booking and Jail Services adjusting the amount to \$488,008 for the term of July 1, 2021 to June 30, 2022. Funding for this agreement is included in the Sheriff's Office FY 2021-22 Budget.

BACKGROUND

Since December 2001, the Nevada County Sheriff's Office has provided Booking and Jail Services for Placer County, as sustained jail operations at the Sheriff's North Tahoe Substation were suspended, with the exception of serving as a Court holding facility on a Monday through Friday basis. Under the contract, all arrests made by the Placer County Sheriff's Office in and around the North Tahoe area after normal business hours, or on holidays and weekends, are booked into the Nevada County Sheriff's Truckee Jail. Arrestees who cannot be released or make bail are subsequently transported to the Placer County jail system for normal housing. Transportation to the Placer County jail system (Auburn or South Placer) is provided by the Placer County Sheriff's Office.

The Sheriff's Office requests your Board approve the fourth amendment to the contract which extends the term to July 1, 2021 through June 30, 2022, and increases the contract amount to \$488,008. The revised contract amount represents an increase of \$14,212 or 3% over the previous year, as allowable under the original agreement. The proposed amendment was approved by Nevada County's Board of Supervisors on December 14, 2021.

FISCAL IMPACT

Funding for this amendment is included in the Sheriff's Office FY 2021-22 Budget. There is no additional impact to the General Fund.

ATTACHMENTS

Fourth Amendment to the Nevada County Booking and Jail Services Contract

FOURTH AMENDMENT TO CONTRACT BETWEEN NEVADA COUNTY AND PLACER COUNTY

THIS FOURTH AMENDMENT is executed by and between the County of Placer and County of Nevada. Said Amendment will amend the prior agreement between the parties entitled **Agreement for Booking and Jail Services** executed on June 13, 2017 by Nevada County Resolution Number 17-253.

This amendment shall extend the term of the Agreement for Booking and Jail Services to July 1, 2021 through June 30, 2022, with the option to renew annually based on mutual written agreement by June 1st of each year; and

The parties agree to amend selected sections as follows:

2. Term and Termination

This amendment extends the Agreement to July 1, 2021 through June 30, 2022, provided however, that the term may be renewed under the same terms and conditions upon notice of either party of its intent to renew, which notice shall be in writing and shall be delivered no later than June 1st of any year. Either party shall be entitled to terminate the Agreement at any time without cause by giving the other party ninety (90) days advance written notice of the same. The County of Nevada shall be entitled to terminate the Agreement at any time if the County of Placer is more than sixty (60) days delinquent in making any payments hereunder to the County of Nevada.

4. Compensation

The County of Placer agrees to pay the County of Nevada the sum of \$488,008 for the contract year July 1, 2021 to June 30, 2022. The County of Placer shall continue to pay the County of Nevada on a quarterly basis the sum due herein in equal installments of \$122,002 on September 1, December 1, March 1, and June 1 during the contract period. In the event this Agreement is renewed, on or before June 1st of each year, the Placer County Sheriff and the Nevada County Sheriff shall agree on the amount of compensation set forth in Exhibit A. The annual increase over the previous year is not to exceed 3%, unless otherwise mutually agreed upon in writing. The compensation provided shall be the full compensation for all services provided pursuant to this agreement. No other fees, including booking fees, shall be imposed for such services.

In all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated:

COUNTY OF NEVADA

Tom K. Horn
Chair, Board of Supervisors

1-27-2022
Date

ATTEST:

Frederick G. Smith
Clerk of the Board of Supervisors

1/27/2022
Date

APPROVED AS TO FORM:

Kellott
County Counsel, County of Nevada

1/28/22
Date

COUNTY OF PLACER

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board of Supervisors

Date

Placer County Sheriff-Coroner-Marshall

Date

APPROVED AS TO FORM:

County Counsel, County of Placer

Date

