



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 19, 2012
Subject: Law Enforcement Services contract between the Placer County Sheriff-Coroner-Marshall and the Town of Loomis

Action Requested

Approve the contract for Law Enforcement Services between the Placer County Sheriff's Office and the Town of Loomis. The contract amount for FY 2012-2013 is \$1,390,844, an increase of \$41,502 or 3.08%. The term of this contract is from July 1, 2012 to June 30, 2015.

Background

The Placer County Sheriff's Office provides law enforcement service to the Town of Loomis. This contract reflects service levels that remain the same. The law enforcement service costs are updated to reflect increases in salaries, benefits, services and supplies. Amendments will be submitted to your Board each year to reflect the annual adjustments.

The level of service also includes costs for a Traffic Enforcement Officer for the Town of Loomis. For FY 2012-2013 this cost is \$179,002. The traffic officer position is funded through COPS Supplemental Law revenue from the State. In the event funding is not continued in the State budget, this position would be vacated and the officer would be absorbed, leaving the Traffic Enforcement Officer position vacant. Your Board's approval of this contract is required.

Fiscal Impact

The FY 2012-2013 contract costs is \$1,390,844. Funds associated with this contract are included in the FY 2012-2013 Sheriff's Office Proposed Budget. There is no additional impact to the General Fund.

BEGINS: July 1, 2012

CONTRACT NO. _____

ENDS: June 30, 2015

ADMINISTERING AGENCY: Sheriff

DESCRIPTION: Contract between County of Placer, Office of Sheriff-Coroner-Marshal and Town of Loomis

THIS AGREEMENT is made as of the 1st day of July, 2012, by and between the COUNTY OF PLACER Office of the Sheriff-Coroner-Marshal, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the TOWN OF LOOMIS, a municipal corporation, hereinafter referred to as "TOWN."

1. **DURATION OF CONTRACT:** This Agreement shall commence on July 1, 2012, for a period of three years, expiring June 30, 2015 unless terminated as provided herein.
2. **DUTIES OF COUNTY:**
 - A. COUNTY shall provide law enforcement services as defined herein within the jurisdiction of the TOWN. 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. TOWN shall provide all supplies bearing the name of, or relating specifically to the TOWN, such as stationery, forms, and notices. For TOWN specific specialized programs, including radar speed enforcement, the TOWN 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 TOWN 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 TOWN and the Sheriff of COUNTY.
 - E. COUNTY shall give TOWN the full cooperation and assistance of its officers, agents, and employees.
3. **DUTIES OF TOWN:**

- A. **TOWN** shall designate the Sheriff of **COUNTY** as Chief of Police for **TOWN** during the term of this contract. (The Sheriff will designate a liaison officer to work closely with the **TOWN**.)
- B. **TOWN** shall give **COUNTY** the full cooperation and assistance of its officers, agents and employees. The **TOWN** Manager and other persons designated by the **TOWN** Council shall coordinate with the Sheriff in all activities required by or relating to this contract.

4. **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 **TOWN** pension, or civil service or other benefits or rights that **TOWN** may confer upon **TOWN** 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 **TOWN**.

TOWN 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. **TOWN** 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.

5. **PAYMENT FOR SERVICES:** **TOWN** 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, vehicle costs, 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 **TOWN** under this agreement.

The cost of performing law enforcement for the year beginning July 1, 2012, and ending June 30, 2015, both dates inclusive, is agreed to in the amount of \$1,390,844 (ONE MILLION THREE HUNDRED NINETY THOUSAND EIGHT HUNDRED FORTY-FOUR DOLLARS). (See Exhibit A for calculations). This sum shall be paid in four quarterly installments of \$347,711 (THREE HUNDRED FORTY-SEVEN THOUSAND SEVEN HUNDRED ELEVEN DOLLARS) to be paid on October 1, 2012, January 1, 2013, April 1, 2013, and June 30, 2013. The cost associated with the Traffic Enforcement Officer option is \$179,002 (ONE HUNDRED SEVENTY-NINE THOUSAND TWO DOLLARS) which is included in the total contract costs and quarterly payments. The **COUNTY** will provide estimates adjusting salaries, liability insurance, vehicle costs and Cost of Living to the **TOWN** each year for adoption effective July 1 with an amendment. Based on continued funding, the **COUNTY** will provide estimates adjusting salaries, liability insurance, vehicle costs and Cost of Living to **TOWN** each year for adoption effective July 1.

Nothing in this contract is intended to alter the effect of any statute or County Ordinance

shall be relieved of all obligations to provide the services set out in this agreement thirty (30) days after such default.

12. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

TOWN:

Placer County Sheriff's Office
Attn: Janice Gage
2929 Richardson Ave., Suite A
Auburn, CA 95603

Attn: Rick Angelocci

Phone: (530) 889-6965
Fax: (530) 886-3833

Phone:
Fax:

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

TOWN OF LOOMIS

COUNTY OF PLACER

BY: _____
MAYOR, TOWN COUNCIL

BY: _____
CHAIR, BOARD OF SUPERVISORS

BY: _____
PLACER COUNTY SHERIFF

APPROVED AS TO FORM

APPROVED AS TO FORM

BY: _____
TOWN ATTORNEY

BY: _____
COUNTY COUNSEL

Attachment: Exhibit A

EXHIBIT 'A'
PLACER COUNTY SHERIFF'S DEPARTMENT
TOWN OF LOOMIS - CONTRACT SERVICES
FISCAL YEAR 2012/2013

		2011-2012 Hrly. Rate*	2012-2013 Hrly. Rate*	Hours
1 Lieutenant	50%	\$ 110.5177	\$ 115.4358	1040
Holiday Pay Worked		\$ 94.4793	\$ 106.2030	24
4.25 Deputy (Patrol)	425%	\$ 67.6574	\$ 70.2145	8840
Overtime		\$ 70.8998	\$ 77.0678	1020
1 Deputy Investigator	25%	\$ 70.3492	\$ 73.5002	520
Overtime	100%	\$ 80.8481	\$ 84.9235	32
Subtotal Personnel Costs				
1 Traffic Enforcement Officer	100%	\$ 63.4112	\$ 67.6780	2080
Overtime		\$ 65.9601	\$ 70.8154	240
Total Personnel Costs including TEO				

as per DSA contract

OTHER COSTS:

*Cost Factors: (based on increase except as noted per actual at either 1/6 or distributed per actual # of people)

- Vehicle and Vehicle mileage - 1 Patrol Vehicle
- Vehicle and Vehicle mileage - Investigation @ 25%
- Leased vehicle charges - Lt @ 50%
- Dispatch Operations
- Liability Insurance
- New equipment purchases
- Training based on routine training
- Total miscellaneous equipment, services & supplies to include
- Radio/Vehicle Equipment replacement/maintenance
- Clerical/Administrative Support-Fiscal/Personnel

*Cost Factors: (Actuals-increase based on proportional lease and utility increases)

- Office Space and parking lot of yearly lease including Prop Mgmt fee yrly lease
- Utility Charges (PG&E)
- Telecomm Costs

Subtotal Other Costs

- TEO Vehicle and vehicle mileage
- Liability Insurance
- Training

Total Other Costs - TEO

Total Other Costs, including TEO

increased % to upgrade vehicles, liability and dispatch services to actuals

SUMMARY:

- Personnel Costs (see worksheet attached)
- Other Costs

Summary Total services:

2012/2013 Quarterly Payments:

Quarterly Amt attributable to TEO:

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

\$ 347,711
\$ 44,751

\$ 179,002 annually for TEO

2011/2012 Cost	Increase/ Decrease	2012/2013 Cost
\$ 114,938	\$ 5,115	\$ 120,053
\$ 2,267	\$ 282	\$ 2,549
\$ 598,092	\$ 22,604	\$ 620,696
\$ 72,318	\$ 6,291	\$ 78,609
\$ 36,582	\$ 1,638	\$ 38,220
\$ 2,587	\$ 131	\$ 2,718
\$ 826,784	\$ 36,061	\$ 862,845
\$ 135,548	\$ 5,222	\$ 140,770
\$ 16,315	\$ 681	\$ 16,996
\$ 978,647	\$ 41,964	\$ 1,020,611
2011/2012 Charges	variance	2012/2013 Cost Projections
\$ 39,916	\$ 8,677	\$ 48,593
\$ 2,256	\$ 7	\$ 2,263
\$ 5,129	\$ 749	\$ 5,878
\$ 82,819	\$ 2,485	\$ 85,304
\$ 7,394	\$ (1,391)	\$ 6,003
\$ 7,500	\$ -	\$ 7,500
\$ 5,074	\$ -	\$ 5,074
\$ 167,531	\$ (15,370)	\$ 152,161
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ 27,231	\$ 2,087	\$ 29,318
\$ 4,879	\$ (394)	\$ 4,485
\$ 2,562	\$ (145)	\$ 2,417
\$ 352,291	\$ (3,295)	\$ 348,996
\$ 13,172	\$ 2,864	\$ 16,036
\$ 1,232	\$ (31)	\$ 1,201
\$ 4,000	\$ -	\$ 4,000
\$ 18,404	\$ 2,832	\$ 21,236
\$ 370,695	\$ (462)	\$ 370,233
2011/2012 Costs	Routine Incr/ Decrease	2012/2013 Costs
\$ 978,647	\$ 41,964	\$ 1,020,611
\$ 370,695	\$ (462)	\$ 370,233
\$ 1,349,342	\$ 41,502	\$ 1,390,844

3.08%

PLEASE NOTE: DSA CONTRACT PENDING, \$ & B ESTIMATED ONLY FOR PROP F INCR AND DO NOT REFLECT ANY NEGOTIATED CHANGES

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