



PLACER COUNTY
SHERIFF
CORONER-MARSHAL



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EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

DEVON BELL
UNDER-SHERIFF

To: The Honorable Board of Supervisors
From: Edward N. Bonner, Sheriff-Coroner-Marshal
Date: June 23, 2009
Subject: Law Enforcement Services contracts between the Placer County Sheriff-Coroner-Marshal and the Town of Loomis

Action Requested

Your Board's approval is requested to approve the contract for Law Enforcement Services between the Placer County Sheriff-Coroner-Marshal and the Town of Loomis. This contract is the three-year continuation of law enforcement services. The annual amount for the Town of Loomis for Fiscal Year 2009/2010 is \$1,380,657. This is an approximate increase of 3.6% or \$47,561 related to net change in salaries and benefits, building costs, and general liability.

Background

The Placer County Sheriff-Coroner-Marshal provides law enforcement services to the Town of Loomis. The law enforcement service costs are updated to reflect increases estimated in salaries and benefits and cost-of-living increases for services and supplies. This year's contract costs increase 3.57% or \$47,561 to reflect net changes in salaries and benefits, building costs and general liability for a total contract of \$1,380,657. An amendment 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 Fiscal Year 2009/1010 this cost is \$179,553. The traffic officer position is funded through COPS Supplemental Law 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 the contract is required.

Fiscal Impact

There is no additional impact to the General fund. The estimated costs for these contracts are in the budget submitted to the Board for FY 2009/2010. The final budget will be increased to reflect the additional \$47,561.

BEGINS: July 1, 2009

CONTRACT NO. _____

ENDS: June 30, 2012

COPY

ADMINISTERING AGENCY: Sheriff

DESCRIPTION: Contract between County of Placer, Department of Sheriff-Coroner-Marshall and Town of Loomis

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 TOWN OF LOOMIS, a municipal corporation, hereinafter referred to as "TOWN."

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. **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:**

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 TOWN 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 TOWN 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 TOWN boundaries.

With regard to payment for subsequent fiscal years, referenced in paragraph 6., **PAYMENT FOR SERVICES**, assumes no change in the level of staffing provided by the COUNTY. If the level of staffing is insufficient to meet the targeted response time, then TOWN and COUNTY shall discuss the need either to increase the level of staffing or make an adjustment in the targeted response time. Such discussions as are required by the TOWN and COUNTY shall be set consistent with the establishment of an amended payment schedule.

8. **INDEMNIFICATION:** Except as hereinafter provided, COUNTY shall indemnify and hold harmless TOWN, 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 TOWN, 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 TOWN under or in connection with this agreement. TOWN shall defend, indemnify and hold harmless COUNTY from liability for such actions or omissions.

9. **FINES, FORFEITURES:**

- A. TOWN shall receive proceeds of all fines, forfeitures, penalties and payments for infractions, including all traffic citation proceeds.

10. **TOWN FACILITIES:**

- A. The TOWN shall reimburse the COUNTY for 1/6 of the cost for related to the facility, parking and utilities, which has been based on 1/6 of the number of patrol beats, located within the TOWN boundaries for use by COUNTY in carrying out its activities under the terms of this agreement.

- B. TOWN will provide adequate lighting of the parking area at the substation.

11. **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.

In the event **TOWN** fails to make the payments required by Section 5., the **COUNTY** 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 Dept
Attn: Barbara Besana
2929 Richardson Ave., Suite A
Auburn, CA 95603

Attn: Perry Beck

Phone: (530) 889-6951
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

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EXHIBIT 'A'
 PLACER COUNTY SHERIFF'S DEPARTMENT
 TOWN OF LOOMIS - CONTRACT SERVICES
 FISCAL YEAR 2009/2010

Completed formulas

***The links are correct or hrly rates below.

		2008-2009	2009-2010	Hours
		Hrly. Rate*	Hrly. Rate*	
1 Lieutenant (Capt filling position)	50%	\$ 102.2144	\$ 105.7650	2080
Holiday Pay Worked		-	\$ 67.4585	48
4.25 Deputy (Patrol)	100%	\$ 66.3920	\$ 70.2872	8840
Overtime		\$ 64.8238	\$ 64.7211	1020
1 Deputy Investigator (Longevity)	25%	\$ 67.1660	\$ 70.9852	2080
Overtime (already prorated)	100%	\$ 64.1845	\$ 67.9313	32
Subtotal Personnel Costs				
1 Traffic Enforcement Officer	100%	\$ 64.0340	\$ 67.9459	2080
Overtime		\$ 64.5467	\$ 64.7211	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 - Patrol @ 4.25 DSH		Actuals to consider vehicle replacement charges	
Vehicle and Vehicle mileage - Investigation @ 25%			
Leased vehicle charges - Lt @ 50%			
Dispatch Operations		@2.5% increase per MOU	
Liability Insurance 2140 # staff for contract		Actual	
New Equipment Purchases			
Training based on routine training			
Total miscellaneous equipment, services & supplies to include:		Repair maintenance and equipment replacement spec to Town	
Radio/Vehicle Equipment replacement/maintenance		Employee Benefits Charges	Clerical/Admin Support-SPS
Clerical/Administrative Support-Fiscal/Personnel		SDE Misc Equip & Supplies-SPS	MIS/Comm Support
*Cost Factors: (Actuals-Increase based on proportional lease and utility increases, including increased space)			
Office Space and parking lot of \$160,587 yearly lease including Prop Mgmt fee			
Utility Charges (PG&E)	26,380	Estimated Actuals	Lse costs may be adjusted
Common Area/Parking costs	8,400	Telecomm Costs	3,360
Subtotal Other Costs			
Vehicle and Vehicle mileage		Actual	
Liability Insurance		Actual	
Training		Actual update to reflect specialized traffic plus routine	

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:	
2009/2010 Quarterly Payments:	\$ 345,164
Quarterly Amt attributable to TEO:	\$ 44,888
Subject to review and approval by the Placer County Board of Supervisors	

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

2008/2009 Cost	Increase/Decrease	2009/2010 Cost
\$ 106,303	\$ 3,693	\$ 109,996
\$ 3,187	\$ (1,568)	\$ 1,619.00
\$ 586,905	\$ 34,434	\$ 621,339
\$ 66,222	\$ (207)	\$ 66,016
\$ 34,926	\$ 1,986	\$ 36,912
\$ 2,054	\$ 120	\$ 2,174
\$ 799,598	\$ 38,458	\$ 838,055
\$ 133,191	\$ 8,136	\$ 141,327
\$ 15,491	\$ 42	\$ 15,533
\$ 948,280	\$ 46,636	\$ 994,916
2008/2009 Charges	variance	2009/2010 Cost Projections
\$ 50,714	\$ -	\$ 50,714
\$ 985	\$ 0	\$ 985
\$ 4,974	\$ (0)	\$ 4,974
\$ 76,161	\$ 1,904	\$ 78,065
\$ 13,840	\$ (2,094)	\$ 11,746
\$ 7,500	\$ -	\$ 7,500
\$ 5,074	\$ -	\$ 5,074
\$ 168,070	\$ 0	\$ 168,070
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ 25,704	\$ 1,061	\$ 26,765
\$ 4,152	\$ 245	\$ 4,397
\$ 4,600	\$ 160	\$ 4,760
\$ 351,774	\$ 1,276	\$ 363,049
\$ 16,736	\$ (0)	\$ 16,736
\$ 2,307	\$ (350)	\$ 1,957
\$ 4,000	\$ -	\$ 4,000
\$ 23,043	\$ (350)	\$ 22,693
\$ 384,817	\$ 924	\$ 385,741
2008/2009 Costs	Routine Incr/Decrease	2009/2010 Costs
\$ 948,280	\$ 46,636	\$ 994,916
\$ 384,817	\$ 924	\$ 385,741
\$ 1,333,097	\$ 47,561	\$ 1,380,657

3.57%

