



PLACER COUNTY
SHERIFF
CORONER-MARSHAL



MAIN OFFICE
2929 RICHARDSON DR.
AUBURN, CA 95603
PH: (530) 889-7800 FAX: (530) 889-7899

TAHOE SUBSTATION
DRAWER 1710
TAHOE CITY, CA 96145
PH: (530) 581-6300 FAX: (530) 681-6377

EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

DEVON BELL
UNDERSHERIFF

To: Honorable Board of Supervisors
From: Edward N. Bonner, Sheriff Coroner-Marshal
Date: May 3, 2011
Subject: Agreement between the Department of California Highway Patrol and Placer County Sheriff Coroner-Marshal

Action Requested

Adopt a resolution and authorize the Sheriff to execute the three-year agreement between the Placer County Sheriff Coroner-Marshal and the Department of California Highway Patrol (CHP) for reimbursement of overtime costs for CHP personnel assigned to the Placer County Auto Theft Task Force (PRATTF). The agreement is in the amount not to exceed \$105,000 beginning July 1, 2011 and ending June 30, 2014.

Background

In March of 2007, the 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 Board of Supervisors approved the formation of PRATTF. It was agreed upon that CHP would be reimbursed for overtime through task force funding. For FY 2009/2010, the Task Force recovered 75% of reported auto thefts at a value of \$309,700. 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. CHP dedicates officers at no cost during regular work hours. The spending plan approved by the Task Force is included in the proposed budget. A resolution is required by CHP to execute this agreement.

Fiscal Impact

Funds are available for the overtime expended on behalf of this program through the PRATTF fund. The agreement will be in effect for the period beginning July 1, 2011 and ending June 30, 2014. There is no impact to the General Fund.

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

In the matter of:
Department of California Highway Patrol (CHP)
Contract Agreement

Resol. No:
Ord. No:
First Reading:

The following Resolution was duly passed by the Board of Supervisors of
the County of Placer at a regular meeting held May 3, 2011

by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chairman, 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 (PRATTF) of which the Department of California Highway Patrol is the lead
agency who provides personnel at no cost during regular work hours; and is
reimbursement 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

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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 \$105,000 and authorizes the Sheriff-Coroner-Marshal, Edward N. Bonner, to execute the contract agreement.

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
LETTER OF AGREEMENT

COPY

THIS AGREEMENT, made and entered into this 1st day of July 2011, by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called CHP, and Placer County, 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, 2011 and shall terminate June 30, 2014.
3. The Contract Coordinators for this Agreement shall be:

Department of California Highway Patrol
CHP Auburn Area
Sgt. Michael Beauregard/Lt. Chris Costigan
11344 Coloma Road, Suite 850
Sacramento, CA 95670
(916) 464-2080

Placer County
Department of Fiscal Management
Rosie Dreher
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 costs 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 in an amount not to exceed Thirty Five Thousand Dollars annually. The following information is the CHP officer and sergeant overtime rates, effective Fiscal Year 11/12.

CLASSIFICATION	OVERTIME RATE
CHP Officer	\$75.64 per hour
CHP Sergeant	\$91.98 per hour

8. Total amount payable under this agreement shall not exceed One Hundred Five Thousand Dollars and Zero Cents (\$105,000.00) for the three year term. Estimated annual payments are Thirty Five Thousand Dollars.
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
 2929 Richardson Dr.
 Auburn, CA 95603
 Attn: Ms. Janice Gage
 (530) 889-7800

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 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, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by COUNTY in the performance of this Agreement.

STATE OF CALIFORNIA
Department of California Highway Patrol

PLACER COUNTY

T. L. ANDERSON
Assistant Chief, Administrative Service Division

Signature

Title

Date

Date

Department of California Highway Patrol
Business Services Section
Attn: Contract Services Unit
P.O. Box 942898
Sacramento, CA 94298-0001

Placer County
2929 Richardson Drive
Auburn, CA 95603
Attn: Janice Gage