



STAFF REPORT

TOWN COUNCIL MEETING OF JUNE 9, 2015

To: Town Council

From: Town Manager

Subject: Contract between the County of Placer, Department of Sheriff-Coroner-Marshall and Town of Loomis for July 1, 2015 through June 30, 2018.

Date: May 28, 2015

RECOMMENDATION

A motion to approve the contract between the County of Placer, Department of Sheriff-Coroner-Marshall and Town of Loomis for July 1, 2015 through June 30, 2018.

DISCUSSION:

The Contract is the same as the previous 2012 -2015 contract with the exception of cost, which has increased less than 1% for this upcoming year. Should cost increases occur in future years they will return to the Council as an amendment to this contract at budget time. The increase for FY 2015/2016 has been included in the proposed Town of Loomis FY 2015/2016 budget.

CEQA

There are no CEQA issues involved with the contract.

FINANCIAL IMPLICATIONS

Contract amount is \$1,464,674 (366,146 per quarter).

Attachments:

2015/2018 Contract

BEGINS: July 1, 2015

CONTRACT NO. _____

ENDS: June 30, 2018

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, 2015, 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, 2015, for a period of three years, expiring June 30, 2018 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, 2015, and ending June 30, 2016, both dates inclusive, will be initially agreed to in the amount of \$1,464,674 (ONE MILLION FOUR HUNDRED SIXTY-FOUR THOUSAND SIX HUNDRED SEVENTY-FOUR DOLLARS). (See Exhibit A for calculations). This sum shall be paid in four quarterly installments of \$366,168 (THREE HUNDRED SIXTY-SIX THOUSAND ONE HUNDRED SIXTY-EIGHT DOLLARS) to be paid on October 1, 2015, January 1, 2016, April 1, 2016, and June 30, 2016. The cost associated with the Traffic Enforcement Officer option is \$178,247 (ONE HUNDRED SEVENTY-EIGHT THOUSAND TWO HUNDRED FORTY-SEVEN DOLLARS) which is included in the total contract costs and quarterly payments. The **COUNTY** will provide amendments adjusting salaries, liability insurance, vehicle costs and Cost of Living to the **TOWN** each year (after the first contract year) for basic law enforcement services adoption effective July 1 with an amendment approved by both parties.

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, 2015, and ending June 30, 2018, 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 Office
Attn: Mark Giacomini
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

PLACER COUNTY SHERIFF'S OFFICE
TOWN OF LOOMIS - CONTRACT SERVICES
FISCAL YEAR 2015/2016

SALARY AND BENEFITS:

Qty	Class/Description	Pay Type	Annual Hours/Units	Billable Hours/Units	2014-2015 Hrly Rate	2015-2016 Hrly Rate	2014-2015 Cost	2015-2016 Cost	Increase/Decrease
0.5	Lieutenant	Regular Pay		1040	126.67	131.09	\$ 131,740	\$ 136,334	\$ 4,594
4.25	Deputy II	Regular Pay	2080	8840	82.81	83.06	\$ 732,045	\$ 734,243	\$ 2,199
4.25	Deputy II	Overtime	188	800	74.98	75.96	\$ 59,988	\$ 60,770	\$ 782
4.25	Deputy II	Holiday Overtime	64	272	101.03	101.97	\$ 27,480	\$ 27,735	\$ 255
0.5	Detective (Deputy II)	Regular Pay	2080	1040	80.03	80.34	\$ 83,226	\$ 83,552	\$ 326
0.5	Detective (Deputy II)	Overtime	16	8	71.41	72.34	\$ 571	\$ 579	\$ 8
0.5	Detective (Deputy II)	Holiday Overtime	16	8	96.22	97.11	\$ 770	\$ 777	\$ 7
Subtotal Personnel Costs							\$ 1,035,820	\$ 1,043,991	\$ 8,171
1.0	Traffic Enforcement Officer (Deputy II)	Regular Pay	2080	2080	79.57	79.78	\$ 165,495	\$ 165,951	\$ 456
1.0	Traffic Enforcement Officer (Deputy II)	Overtime	40	40	71.41	72.34	\$ 2,856	\$ 2,894	\$ 37
1.0	Traffic Enforcement Officer (Deputy II)	Holiday Overtime	8	8	96.22	97.11	\$ 770	\$ 777	\$ 7
Subtotal TEO Personnel Costs							\$ 169,122	\$ 169,621	\$ 500
Total Personnel Costs including TEO							\$ 1,204,942	\$ 1,213,612	\$ 8,671

OTHER COSTS:

Item	Description	2014-2015 Cost	2015-2016 Cost	Increase/Decrease
Communication	Telecomm, Telecomm System Access, Cell Phones, and Radio Cost	\$ 30,472	\$ 33,907	\$ 3,435
Direct Administrative Support	Dispatch and Administrative Operations	\$ 106,861	\$ 108,411	\$ 1,550
Equipment & Supplies	Equipment & Supplies	\$ 15,181	\$ 15,776	\$ 595
Office Space and Parking Lot	Yearly Lease and Property Management Fee	\$ 25,924	\$ 24,811	\$ (1,113)
Training	Based on Routine Annual Training	\$ 12,500	\$ 13,125	\$ 625
Utility Charges	PG&E	\$ 4,636	\$ 4,341	\$ (295)
Vehicle Expenses	2.5 vehicles	\$ 44,043	\$ 42,065	\$ (1,978)
Subtotal Other Costs		\$ 239,617	\$ 242,436	\$ 2,819
TEO	Vehicle Expenses	\$ 6,304	\$ 6,126	\$ (178)
	Training	\$ 2,500	\$ 2,500	\$ -
Subtotal TEO Costs		\$ 8,804	\$ 8,626	\$ (178)
Total Contract Costs		\$ 1,453,363	\$ 1,464,674	\$ 11,311

Total Contract Change

0.78%

15-16 Base Quarterly Payments

\$ 366,168