



Staff Report

June 14, 2016

TO: Honorable Mayor and Town Council
FROM: Roger Carroll, Treasurer/Finance Officer
DATE: June 8, 2016
RE: Placer County Sheriff Contract Amendment

RECOMMENDED ACTION:

Adopt resolution

ISSUE STATEMENT AND DISCUSSION:

Every three years, the Town renegotiates its contract with Placer County for Sheriff Services. For each of the two years intervening, the County provides an amendment to the contract showing the increase in cost. The three year contract (Placer County Contract No. 13507) was adopted in June, 2015 and the Town Council is being asked to adopt Amendment No. 1 by resolution.

REVENUES AND EXPENDITURES:

The amendment to the contract increases the annual cost by \$37,886 (or 2.6%) over the prior year.

The increased cost is almost exclusively personnel cost. Personnel cost of living allowance (COLA) increases for the Sheriff's department are calculated by a formula accepted by all the agencies in the Sacramento area, and are not negotiable.

The increased amount is already included in the 2016-2017 Proposed Operating Budget.

Attachments:

Resolution Adopting Amendment No.1 to Placer County Contract 13507 for Sheriff Services.

Placer County Contract 13507 Amendment No. 1

Detail of Contracted Costs for the Town of Loomis

TOWN OF LOOMIS

RESOLUTION NO. 16-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS
ADOPTING AMENDMENT NO. 1 TO PLACER COUNTY CONTRACT NO. 13507 FOR
SHERIFF SERVICES

WHEREAS, the Town is required to provide police service for the people of Loomis; and

WHEREAS, the Town has a contract with the Placer County Sheriff's department to provide police service for the three years beginning July 1, 2015 and ending June 30, 2018; and

WHEREAS, the contract allows for annual amendments to the contract to allow for increases and decreases in estimated operating costs; and

WHEREAS, the estimated operating cost for the 2016-2017 fiscal year is projected to increase by \$37,886; and

WHEREAS, the increased cost has been successfully included in the proposed balanced budget for the 2016-2017 fiscal year;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Town Council of the Town of Loomis does hereby adopt Amendment No. 1. to Placer County Contract No. 13507.

PASSED AND ADOPTED this 14th day of June, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

Town Clerk

BEGINS: July 1, 2016
ADMINISTERING AGENCY: Sheriff-Coroner-Marshal

CONTRACT NO. 13507
AMENDMENT NO. 1

DESCRIPTION: Contract amendment between County of Placer, Office of the Sheriff-Coroner-Marshal and the Town of Loomis to update the annual cost of providing law enforcement services for FY 2016-17

THIS AMENDEMENT No.1 of contract No. 13507 is made as of July 1, 2016, 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".

The TOWN is desirous of services and the COUNTY is willing to provide the services. The original contract No. 13507 is amended as follows:

Section 5 PAYMENT FOR SERVICES: The cost of performing law enforcement services for the year beginning July 1, 2016 through June 30, 2017, both dates inclusive, will be agreed to in the amount of \$1,502,560 (ONE MILLION FIVE HUNDRED TWO THOUSAND FIVE HUNDRED SIXTY DOLLARS) per attached Exhibit A. This sum shall be paid in four equal quarterly installments of \$375,640 (THREE HUNDRED SEVENTY FIVE THOUSAND SIX HUNDRED FORTY DOLLARS) to be paid on October 1st, 2016, January 1st, 2017, April 1st, 2017, and June 30th, 2017. The COUNTY will provide an amendment adjusting salaries, liability insurance, vehicle rates, and cost of living to the TOWN each year for basic law enforcement services for adoption effective July 1 with an amendment approved by both parties.

Section 13 DISPUTE RESOLUTION: In the event a dispute, claim or controversy shall arise between the parties to this contract, the parties will first attempt to negotiate in good faith to resolve the dispute between the parties. If the dispute is not resolved between the parties, the parties agree to participate in at least four hours of mediation before a neutral mediator jointly selected by the parties prior to instituting any legal action. The cost of the mediation will be shared on an equal basis between the parties. The mediation shall take place in the County of Placer. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by the parties, their agents, employees, experts and attorneys, and by the mediator are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration, lawsuit or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in mediation. Either party may commence mediation by providing the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with one another in selecting a mediator and scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith. All applicable statutes of limitation and defenses based on the passage of time shall not be tolled by the requirement that any dispute, claim or controversy related to this contract be submitted to mediation.

All other terms and conditions set forth in the Agreement shall remain unchanged and in full force and effect.

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

TOWN OF LOOMIS

COUNTY OF PLACER

BY: _____
MAYOR, TOWN OF LOOMIS

BY: _____
CHAIR, BOARD OF SUPERVISORS

BY: _____
PLACER COUNTY SHERIFF

APPROVED AS TO FORM

APPROVED AS TO FORM

BY: _____
TOWN ATTORNEY

BY: _____
COUNTY COUNSEL

SALARY AND BENEFITS:

Qty	Class/Description	Pay Type	Annual Hours/Units	Billable Hours/Units	2015-2016 Hrly Rate	2016-2017 Hrly Rate	2015-2016 Cost	2016-2017 Cost	Increase/Decrease
0.5	Lieutenant	Regular Pay	2080	1040	131.09	134.35	\$ 136,334	\$ 139,721	\$ 3,387
4.25	Deputy II	Regular Pay	2080	8840	83.06	85.92	\$ 734,243	\$ 759,569	\$ 25,325
4.25	Deputy II	Overtime	188	799	75.96	76.57	\$ 60,770	\$ 61,183	\$ 413
4.25	Deputy II	Holiday Overtime	64	272	101.97	103.22	\$ 27,735	\$ 28,077	\$ 342
0.5	Detective (Deputy II)	Regular Pay	2080	1040	80.34	83.30	\$ 83,552	\$ 86,632	\$ 3,080
0.5	Detective (Deputy II)	Overtime	16	8	72.34	76.57	\$ 579	\$ 613	\$ 34
0.5	Detective (Deputy II)	Holiday Overtime	16	8	97.11	103.22	\$ 777	\$ 826	\$ 49
Subtotal Personnel Costs							\$ 1,043,991	\$ 1,076,620	\$ 32,629
1.0	Traffic Enforcement Officer (Deputy II)	Regular Pay	2080	2080	79.78	82.99	\$ 165,951	\$ 172,622	\$ 6,671
1.0	Traffic Enforcement Officer (Deputy II)	Overtime	40	40	72.34	76.57	\$ 2,894	\$ 3,063	\$ 169
1.0	Traffic Enforcement Officer (Deputy II)	Holiday Overtime	8	8	97.11	103.22	\$ 777	\$ 826	\$ 49
Subtotal TEO Personnel Costs							\$ 169,621	\$ 176,510	\$ 6,889
Total Personnel Costs including TEO							\$ 1,213,612	\$ 1,253,130	\$ 39,518

OTHER COSTS:

Item	Description	2015-2016 Cost	2016-2017 Cost	Increase/Decrease
Communication	Telecomm, Telecomm System Access, Cell Phones, and Radio Cost	\$ 33,907	\$ 34,187	\$ 279
Direct Administrative Support	Dispatch and Administrative Operations	\$ 108,411	\$ 110,199	\$ 1,788
Equipment & Supplies	Equipment & Supplies	\$ 15,776	\$ 16,393	\$ 617
Office Space and Parking Lot	Yearly Lease and Property Management Fee	\$ 24,811	\$ 25,375	\$ 564
Training	Based on Routine Annual Training	\$ 15,625	\$ 15,625	\$ -
Utility Charges	PG&E	\$ 4,341	\$ 4,307	\$ (34)
Vehicle Expenses	2 Deputy Vehicles, 1 TEO Vehicle, 0.5 Lt. Vehicle	\$ 48,191	\$ 43,345	\$ (4,846)
Subtotal Other Costs		\$ 251,062	\$ 249,430	\$ (1,632)
Total Contract Costs		\$ 1,464,674	\$ 1,502,560	\$ 37,886
Total Contract Change				2.59%
16-17 Base Quarterly Payments				\$ 375,640