



# Board Agenda Item 25

DATE: August 23, 2022  
TO: Board of Supervisors  
SUBMITTED BY: Margaret Mims, Sheriff-Coroner-Public Administrator  
SUBJECT: Retroactive Agreement with the City of San Joaquin for Law Enforcement Services

RECOMMENDED ACTION(S):

**Approve and authorize the Chairman to execute a retroactive Agreement with the City of San Joaquin for law enforcement services at six Golden Plains Unified School District schools, effective August 15, 2022, not to exceed five consecutive years, which includes a three-year base contract and two optional one-year extensions, total not to exceed \$1,079,895.**

Approval of the recommended action will allow the Department to provide law enforcement services to the City of San Joaquin at six Golden Plains Unified School District school sites, with the assignment of one Deputy Sheriff position during each school year during the term of the recommended agreement. This item pertains to a location in District 1.

ALTERNATIVE ACTION(S):

If the agreement is not approved, the Sheriff's Office will not be able to provide these services to the City of San Joaquin at Golden Plains Unified School District school sites on these terms.

RETROACTIVE AGREEMENT:

This recommended agreement is retroactive to August 15, 2022 due to the length of time required to prepare the agreement and have it reviewed and approved by the City of San Joaquin. The signed agreement was received from the City of San Joaquin on July 27, 2022.

FISCAL IMPACT:

There is no additional Net County Cost associated with this action. The recommended agreement will provide \$234,629 in revenue for FY 2022-23 and the one-time vehicle cost (\$69,058) from the City of San Joaquin at Golden Plains Unified School District school sites for services provided by one Deputy Sheriff for up to 1,440 hours at the fiscal year adopted MSF. This revenue agreement will be for five consecutive years, which may increase an estimated 10% each fiscal year beginning FY 2022-23 as follows:

• FY 2022-23	1,440 hours @ 114.98	=	\$165,571
• FY 2023-24	1,440 hours @ 126.48	=	\$182,131
• FY 2024-25	1,440 hours @ 139.13	=	\$200,347
• FY 2025-26	1,440 hours @ 153.04	=	\$220,378
• FY 2026-27	1,440 hours @ 168.34	=	\$242,410
	Vehicle	=	\$69,058
	Estimated total		\$1,079,895

On October 20, 2020, your Board approved the amendment to the MSF rates as recommended with the exception to the fee amount for Deputy Sheriff III as a rate adjustment of eight percent (8%) for Deputy Sheriff III for regular and overtime as follows: \$114.98 (Regular) and \$65.26/Hour (Overtime).

The Net County Cost associated with this agreement is \$12,903 for FY 2022-23. The difference reflects FY 2022-23 Salary and Benefits costs for one Deputy Sheriff (\$178,474) and the estimated revenue from the City of San Joaquin (\$165,571) based on the MSF rates approved by your Board, as noted earlier. The Sheriff-Coroner-Public Administrator's FY 2022-23 Recommended Budget Org 3111 contains sufficient appropriations and estimated revenues to cover the costs associated with this Agreement.

It should be noted, these services will be provided through use of overtime until the position is allocated in October 2022. The Sheriff's Office will return to your Board at a later date (October 2022) with Resolutions to add a Deputy Sheriff position and set up appropriations for salary and benefits and a vehicle. The vehicle will be purchased and assigned to use at the Golden Plains Unified School sites during October 2022 when the Sheriff's Office returns to your Board to set up the appropriations and estimated revenues. A Salary Resolution will also be included to add the position for this Agreement.

DISCUSSION:

The Sheriff's Office will provide law enforcement services to the City of San of Joaquin at Golden Plains Unified School District school sites. The assigned deputy's duties will include intervention, prevention, education, and enforcement activities at six school sites in the Golden Plains Unified School District. The recommended agreement will provide these services for 1440 hours per year, for up to five years. The Sheriff's office currently provides similar law enforcement services to Central Unified School District since 2004.

If MSF rates increase or change during the term of the recommended agreement, the agreement provides that the updated rates will automatically apply to the services provided when those updated rates are effective.

This agreement requires mutual indemnification and requires the County to comply with certain insurance provisions, such as carrying certain levels of Commercial General Liability, Automobile Liability, Worker's Compensation, Employer's Liability, Professional Liability, Molestation Liability, Technology Professional Liability and Cyber Liability. The agreement also contains additional requirements relating to insurance. The foregoing requirements are similar to the requirements the County places on contractors providing services to the County. Risk Management has reviewed the agreement and does not agree with mutual indemnity. However, the Sheriff's Office believes that the benefits of the recommended Agreement outweigh any potential risks and recommends approval of the agreement as a prudent business decision. Furthermore, the Sheriff's Office feels that the insurance requirements are appropriate given that the County is the service provider.

REFERENCE MATERIAL:

BAI #25, October 20, 2020

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - Agreement with City of San Joaquin

CAO ANALYST:

Samantha Buck