

AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF ROCKLIN AND SIERRA JOINT COMMUNITY COLLEGE DISTRICT

This agreement is made and entered into this 30th day of June 2022, by and between the CITY OF ROCKLIN, a public body of the State of California (hereinafter referred to as “the City”), and SIERRA JOINT COMMUNITY COLLEGE DISTRICT (hereinafter referred to as “the District”);

WITNESSETH

WHEREAS, the District seeks to maintain an efficient and effective campus security program;

WHEREAS, the City, acting through its Police Department, provides police protection services for its municipality;

WHEREAS, the District requires and the City is willing to provide a specific number of police officers for duty on District-owned and controlled properties within the City of Rocklin pursuant to the terms of this agreement;

WHEREAS, the District and the City desire and intend this agreement to be cost-neutral and non-revenue generating to the City;

NOW, THEREFORE, for and in consideration of the mutual promises herein set forth, the City and the District agree as follows:

1. Duration.

This contract shall be effective for five (5) years, commencing at 12:00 a.m. on June 30, 2022, and continuing through 11:59 p.m. on June 30, 2027. This contract will be effective for the term list above, except on ninety (90) days’ written notice of cancelation by either party. Renewal terms shall be set forth in writing signed by the parties not later than the expiration date of this agreement.

2. Consideration.

2.1 The District agrees to pay the City the amount of \$1,618.83 per calendar day for the City’s personnel, equipment and administrative costs of providing police services under this agreement for a total amount of \$590,873.12 for the year June 30, 2022, through June 30, 2023, subject to adjustment pursuant to Section 4 below.

2.2 Costs for services outside of the scope of services set forth in Section 6 below shall be billed on an actual cost basis. Such services are anticipated

and intended to include incidental costs (as opposed to personnel and standard departmental costs) associated with major crime scene support, such as equipment rental, sexual assault examination kits, crime scene clean-up performed by an outside service, and booking fees. This general description is included in Exhibit A to this agreement. Such description is not intended to be all inclusive and similar costs necessary to respond to particular incidents may be incurred and will be invoiced on an actual cost basis.

3. Payment Schedule.

- 3.1 The City shall submit to the District a monthly invoice on or about the 15th of each month for the previous month, to include the monthly amounts due based on the daily rate applied to the entire month and any additional costs incurred for expenses provided under Section 2.2 above.
- 3.2 The District agrees to pay the amount of each invoice within 30 days of invoice date.
- 3.3 With each billing invoice, the City shall provide a detailed accounting of all charges and expenses.

4. True-up of Costs

- 4.1 Annually, the City of Rocklin will true-up contract costs by putting the actual realized costs into the contract formula and recalculating the previous fiscal year, in accordance with Exhibit B. This true-up activity will occur by September 1st in each contract year.
- 4.2 During the month of September, the City of Rocklin shall notify the District of the difference in the previous years cost from the billed amount. If the true-up process creates a difference between the true-up amount and the billed amount for the previous fiscal year, and the difference shall be added or credited to the billing period ending September 30th.
- 4.3 Following the annual adjustment, the remainder of the contract year will be billed using the daily rate calculated in the true-up process for the previous year. Any credit or deficit discovered after the true-up calculation is applied to the current year months already billed will be applied to the billing period ending September 30th.
- 4.4 If the contract is terminated, the true-up calculations will be completed within 120 days of the last day of service and presented in a final billing.

5. Assignment of Personnel.

- 5.1 The City shall assign to the District jurisdiction the following on-site personnel:
 - 5.1.1 One (1) Police Sergeant approximately half- time.
 - 5.1.2 Two (2) Police Officers for (40 hours per week each).
 - 5.2 Shift distribution for on-site personnel shall be between the hours of 7:00 a.m. and 10:00 p.m. Monday through Thursday, subject to modification by mutual agreement of the parties. Such modification need not be made in writing but must be made by mutual agreement of the parties. The schedules and shifts of assigned personnel shall, to the extent feasible, be coordinated by the parties to coincide with the District calendar. In addition, the District will notify the City of any unscheduled events for which on-site police services are needed, and the City will make every effort to provide personnel for such services. The cost for additional police services as known for the first year are set forth in Exhibit A. Future costs will reflect actual amounts.
 - 5.3 The City agrees to respond to police-related calls for service on District property through dispatch of normal City patrol forces during the hours and days not staffed by District-dedicated on-site personnel.
 - 5.4 The District designates the Rocklin Police Department as the police agency of record having primary law enforcement jurisdiction for all District-owned and controlled property within the City of Rocklin.
 - 5.5 The City, through the Rocklin Police Department, intends to provide, through this agreement, police services beyond those provided by personnel directly assigned to the District including major crime investigations, ancillary support, off-hour patrolling, critical incident response, dispatch, police records management, evidence collection, analysis and preservation, and other police services generally provided within the City of Rocklin.
6. **Supervision and Training.**
- 6.1 The City shall choose, train, prepare, and supervise the assigned personnel. Except as otherwise provided herein, assigned personnel shall devote their duty to working with the District on policing and security problems on or directly surrounding property owned or controlled by the District.
 - 6.2 It is expressly understood that assigned personnel shall endeavor to cooperate with District officials, but they will be under the direct supervision and control of the Chief of Police, or his or her designee, and

that assigned personnel shall be regular employees of the Police Department, subject to all rights, privileges, and duties of the police officers employed by the City.

- 6.3 Personnel assigned to the District will familiarize themselves with relevant Board Policies and Administrative Procedures, as well as applicable Education Code provisions and regulations, with the assistance of the District.

7. Duties.

- 7.1 Assigned personnel shall have the duties specified and required by District, in addition to their normal duties required by the City. The Police Sergeant will serve as a liaison to the District Superintendent/President or his or her designee in matters related to the daily operations of public safety and security.
- 7.2 The assigned Police Sergeant will act as a functional liaison to facilitate the performance of services under this agreement. To the greatest extent possible, the Police Sergeant and other assigned personnel shall proactively interact with District personnel in order to meet the needs of the District and to establish and maintain quality of life throughout the campus community.
- 7.3 The City will provide full on-site law enforcement services from 7:00 a.m. to 10:00 p.m. Monday through Thursday, unless modified pursuant to Section 5.2 above. Such on-site services shall include, but not limited to the enforcement of rules and regulations governing the use of college facilities, investigation of violations, accidents or incidents occurring on campus, traffic law enforcement, patrol, and other police services generally provided within the City of Rocklin.
- 7.4 The City will further provide full law enforcement services during off-duty hours through dispatch and off-hour patrols, as needed.
- 7.5 Assigned personnel shall issue the regular citation used by City and/or file complaints in Placer County Court. For all parking violations or other violations of District specific rules or regulations occurring on District-owned property covered under this agreement, assigned personnel shall issue citations furnished by the District.

8. Emergencies/Backfills.

- 8.1 The City reserves the right to temporarily withdraw any or all assigned personnel for the duration of an emergency situation that arises outside the boundaries of the District jurisdiction. After any withdrawal, assigned

personnel shall be returned to their regular assignment as soon as practical. If the withdrawal is protracted, affected positions shall be backfilled by the City. Whenever assigned personnel are withdrawn from the District jurisdiction for an emergency assignment, notification shall be provided to the District without delay.

- 8.2 Whenever any assigned personnel are on leave of any kind, the following conditions shall apply to staffing the assigned positions: 1) if a second assigned personnel's schedule covers the scheduled leave position, no action is necessary; 2) if no other assigned personnel is scheduled concurrent with the leave position, the second day of the vacancy created will be covered by backfilling with a patrol officer. In the event of a major incident or emergency which simultaneously impact the District jurisdiction, the City shall ensure, when practical, assigned personnel are deployed to address District public safety concerns.
- 8.3 When it is determined any assigned personnel shall be unable to fill a campus assignment for more than 30 days due to injury or sickness of any kind (to include light-or restricted-duty status), the City has the discretion to either continue to backfill the position or assign a permanent replacement.

9. District Obligations.

The District shall provide suitable office space meeting all recognized professional standards for privacy and security required for the assigned personnel to perform their duties. The office shall be furnished with desks, chairs, office supplies, telephones and all other customary office items for use by assigned personnel in the performance of their duties. To ensure compliance with securing law enforcement databases, the office space shall be secure and only accessible by authorized members of the Rocklin Police Department.

The Rocklin Police Department is a CALEA (Commission on Accreditation for Law Enforcement Agencies) accredited agency. The purpose of CALEA's accreditation program is to improve the delivery of public safety services, by maintaining a body of standards, developed by public safety practitioners, covering a wide range of up-to-date public safety initiatives that recognizes professional excellence. The Sierra College Board of Trustee's recognizes this accreditation and agrees to assist the Rocklin Police Department in maintaining its accreditation in areas concerning college campus law enforcement.

10. Campus Incident/Emergency Response Training

Upon mutual agreement, the Parties may negotiate dates within the Agreement term to schedule onsite training, including joint sessions with City and District employees as appropriate, using District facilities. The training request must

outline at a minimum, the day, time, activity, building access/campus location, duration of training, additional units, number of participants and shall be submitted no less than thirty (30) days of desired date. Requests shall be routed to the Chief of Security for review and approved by the Vice President of Administrative Services.

Any approved training scheduled by the City, joined in part or in whole with other City units, including but not limited to Special Weapons and Tactic (SWAT), Mobile Field Force (MFF), K-9, Motors, and Explosive Ordinance Disposal (EOD), on District property shall be governed and covered by the City in accordance with the terms and conditions of this Agreement, including but not limited to, Section 14 – Indemnification, Section 15 – Workers’ Compensation and Section 16 – Liability Insurance. If units are City subcontractors, the City shall be responsible to ensure each subcontractor complies with all applicable terms and conditions as prescribed in the Agreement.

11. Modification.

It is expressly agreed and understood by both parties that the assigned personnel are permanent employees of the City’s Police Department. Their salaries and benefits are paid with public funds budgeted in addition to the City’s regular police force on a fiscal basis (July 1 through June 30). Therefore, this contract may not be altered or modified during its life, except upon mutual agreement of the parties in writing, with the exception of modifications under Sections 4 and 5.2 above.

12. Termination.

Either party may terminate this contract upon ninety (90) days’ prior written notice to the other party.

13. Collective Bargaining.

The City shall not be obligated by any provision of this contract to take any action which violates or may be in conflict with any collective bargaining agreement or the results of any arbitration proceeding with the Rocklin Police Officers Association. To the extent such issues arise that will affect the implementation of this agreement, or the services provided hereunder, the City agrees to notify the District as soon as reasonably practicable.

14. Agreement Administration.

Each party designates the following as its representative(s) for purposes of administering this contract:

District (Primary): Erik Skinner
Vice President, Administration
Sierra Joint Community College District
5100 Sierra College Boulevard
Rocklin, CA 95677
(916) 660-7601
Eskinner2@sierracollege.edu

District (Secondary): Jamison Lopizich
Chief of Security
Sierra Joint Community College District
5100 Sierra College Boulevard
Rocklin, CA 95677
(916) 660-7130
jlopizich@sierracollege.edu

City (Primary): Rustin Banks, Chief
Rocklin Police Department
4080 Rocklin Road
Rocklin, California 95677
(916) 625-5490
Rustin.banks@rocklin.ca.us

City (Secondary): Trent Jewell, Captain
Rocklin Police Department
4080 Rocklin Road
Rocklin, California 95677
(916) 625-5445
Trent.jewell@rocklin.ca.us

Either party may change its designated representative(s) by giving written notice to the other as provided in paragraph 17.

15. Indemnification.

- 15.1 The City shall indemnify, hold harmless, and defend the District, and each of its trustees, officers, employees, volunteers, and agents, from any and all loss, liability, fines, penalties, forfeitures, costs, damages and expenses of every type and description incurred by the District and from any and all claims, demands, and actions in law or equity (including attorney fees, litigation expenses, settlement amounts or judgments), arising or alleged

to have arisen directly or indirectly out of the performance of the services under this Agreement by the City. The City's obligations shall apply regardless of whether the District or any of its trustees, officers, employees, volunteers, or agents are passively negligent, but shall not apply to any loss, liability, fines, forfeitures, costs, or damages caused by the active negligence or willful misconduct of the District or any of its trustees, officers, employees, volunteers, or agents.

- 15.2 The District shall indemnify, hold harmless, and defend the City, and each of its trustees, officers, employees, volunteers, and agents, from any and all loss, liability, fines, penalties, forfeitures, costs, damages and expenses of every type and description incurred by the City and from any and all claims, demands, and actions in law or equity (including attorney fees, litigation expenses, settlement amounts or judgments), arising or alleged to have arisen directly or indirectly out of the active negligence or willful misconduct of the City or any of its trustees, officers, employees, volunteers, or agents.

16. Workers' Compensation.

- 16.1 The City shall maintain Workers' Compensation Insurance for any of its employees it shall employ under this agreement, though in so doing, City waives no rights of subrogation against District to the extent District causes or contributes to any loss or damages arising hereunder, as such understanding is consistent with the promises of indemnification stated herein.
- 16.2 The District shall maintain Workers' Compensation Insurance for any of its employees it shall employ under this agreement, though in so doing, District waives no rights of subrogation against City to the extent City causes or contributes to any loss or damages arising hereunder, as such understanding is consistent with the promises of indemnification stated herein.

17. Liability Insurance.

- 17.1 The City shall maintain liability insurance covering the performance of its services under this agreement throughout the pendency of the agreement (and any extension thereof), including liability insurance coverage with limits of no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate limit for bodily injury, personal and advertising injury, property damage, and errors and omissions. Such

policy shall include coverage for assault and battery, false arrest and use of firearms, City's insurance is primary and non-contributory.

- 17.2 The City shall also maintain automobile insurance covering all owned, hired, and non-owned automobiles used in the performance of services under this agreement, including liability insurance coverage with limits of no less than \$1,000,000.00 combined single limit.
- 17.3 Such coverage may be maintained pursuant to a self-insurance program, provided that such coverage is at least as broad as the most current Insurance Services Office form for such general liability coverage.
- 17.4 The District, its officers, trustees, officials, employees, agents, and volunteers shall be covered as additional insured for liability arising out of services performed by the City under this agreement. The insurance required under this provision shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except on thirty (30) days prior written notice to the District. The City shall provide District with Certificate of Insurance as evidence of coverage as required per the Agreement.

18. Assignment.

Neither party shall assign this contract, in whole or in part, or any right or obligation hereunder.

19. Notices.

Any notices permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the parties designated in paragraph 12. Either party may change its address by notice given to the other in accordance with this paragraph.

20. Integration.

This contract embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, or obligations other than those contained herein. This contract shall supersede all prior communications, representations, or agreements, either oral or written, between the parties. This contract shall not be amended except in writing, signed by both parties, with the exception of modifications made under Sections 4 and 5.2 above.

Sierra College Police Services Contract

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

CITY OF ROCKLIN, A California Municipal Corporation

DATED: _____ By: _____

Aly Zimmermann
CITY Manager

SIERRA JOINT COMMUNITY COLLEGE DISTRICT

DATED: _____ By: _____

Erik Skinner
Vice President Administrative Services

APPROVED AS TO FORM:

Sheri Chapman
CITY Attorney

EXHIBITS ATTACHED: EXHIBIT A – Additional Charge
EXHIBIT B – Cost Calculation

EXHIBIT A

ADDITIONAL CHARGES ABOVE DAILY RATE

SERVICE OUTSIDE SCOPE OF CONTRACT

Special Event Staffing

Below Fees are estimates, actual cost associated will be billed

	Hourly Rate
Sworn Officer (based on overtime rate)	\$ <u>70.00</u>
Reserve Officer	\$ <u>0.00</u>
Sergeant (based on overtime rate)	\$ <u>90.00</u>

Other Possible Costs

Incidental costs (as opposed to personnel and standard departmental costs) associated with major crime scene support, such as equipment rental, sexual assault examination kits, crime scene clean-up performed by an outside service, and booking fees.

EXHIBIT B CONTRACT COSTS

City of Rocklin Police Department
Police Services Costs for
Sierra Community College District
Fiscal Year 2021

Note: Underlined Items are updated with actuals for True-up, remaining cells calculate based on the updated numbers.

Personnel Costs:

1 One (1) Sergeant Consultant (1/2 time)
Based on 1/2 the actual of Sgt assigned.

2 Two (2) Police Officers for 12 months
Based on combined cost of actual Officers assigned.

During True-up Items 3 & 4 are recalculated based on the actual salary costs in Items 1 & 2

3 Ancillary operational service delivery (13% x sum of salaries)
(records, investigations, dispatch, evidence/CSI, crime prevention)

4 Minimum Staffing Service Fee (20% x sum of two Officer's salaries)
(20% of wages and benefits of the two Officers assigned)

Actual Costs			
	Monthly	Daily	Annual
1 <u>One (1) Sergeant Consultant (1/2 time)</u> Based on 1/2 the actual of Sgt assigned.	\$ 9,451.09	\$ 310.72	\$ 113,413.10
2 <u>Two (2) Police Officers for 12 months</u> Based on combined cost of actual Officers assigned.	25,512.18	838.76	<u>306,146.14</u>
During True-up Items 3 & 4 are recalculated based on the actual salary costs in Items 1 & 2			
3 <u>Ancillary operational service delivery (13% x sum of salaries)</u> (records, investigations, dispatch, evidence/CSI, crime prevention)	4,545.23	149.43	54,542.70
4 <u>Minimum Staffing Service Fee (20% x sum of two Officer's salaries)</u> (20% of wages and benefits of the two Officers assigned)	5,102.44	167.75	61,229.23
Total Personnel Costs	\$ 44,610.93	\$ 1,466.66	\$ 535,331.17
Materials and Supplies Costs			
1 <u>New Amortized Patrol Vehicle and Operating Costs</u> <u>Two (2) vehicles full-time</u>	\$ 1,378.28	\$ 45.31	\$ 16,539.31
<u>Operating Costs (fuel, maintenance and repair, insurance)</u>	321.26	10.56	<u>3,855.17</u>
2 <u>Sergeant's Vehicle and Operating Costs</u> <u>One (1) vehicle (1/2 of maintenance costs)</u>	7.73	0.25	<u>92.74</u>
<u>Fuel Cost (1/2 of cost)</u>	56.48	1.86	<u>677.82</u>
<u>Unmarked Vehicle Insurance Cost (1/2 of cost)</u>	6.08	0.20	<u>73.00</u>
3 <u>Uniform and Clothing Allowance</u> <u>Two and one-half (2.5) Officers (\$950.04 per Officer per year)</u>	197.93	6.51	<u>2,375.10</u>
4 <u>Computer Equipment</u>	95.17	3.13	<u>1,142.00</u>
5 <u>Wave Broadband Fiber</u>	175.00	5.75	<u>2,100.00</u>
6 <u>Patrol Equipment</u>	45.83	1.51	<u>550.00</u>
Total Material & Supply Costs	\$ 2,283.76	\$ 75.08	\$ 27,405.13
Subtotal	46,894.69	1,541.74	562,736.30
Administrative Overhead (5%)	2,344.73	77.09	28,136.82
GRAND TOTAL	\$ 49,239.43	\$ 1,618.83	\$ 590,873.12
Billable Daily Fee		\$1,618.83	