

Napa County Agreement No. 200005B (pka 3220)
American Canyon Agreement No. 2013-72

**AMENDMENT NO. 18
TO AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN NAPA COUNTY AND
THE CITY OF AMERICAN CANYON**

THIS AMENDMENT NO. 18 to Napa County Agreement No. 200005B (previously known as Agreement No. 3220) for law enforcement services (“Amendment”) is made and entered into as of the 17th day of May, 2022, by and between Napa County (“County”), a political subdivision of the State of California, and the City of American Canyon (“City”), a municipal corporation.

RECITALS

WHEREAS, the parties previously entered into an Agreement for Law Enforcement Services, initially dated July 9, 1996 and amended from time to time thereafter until a new agreement was reached between the parties in July 2006 (the “Agreement”), pursuant to which the City contracted with County for the provision of certain law enforcement services within the City's municipal boundaries; and

WHEREAS, the Agreement has been amended from time to time to provide a service plan and cost estimates for future fiscal years; and

WHEREAS, the parties now desire to add a Lieutenant to the contracted staff to be supplied to the City beginning on January 7, 2023; and

WHEREAS, Section 43 of the Agreement provides that all changes to the Agreement must be by written amendment authorized by the City's City Council and the County's Board of Supervisors.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements of the parties and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Section 14, entitled “Compensation for Services” is hereby amended to read in full as follows:

“During the term of this Agreement (from July 1, 2019 to June 30, 2022 and Option Year One July 1, 2022 to June 30, 2023, Option Year Two July 1, 2023 to June 30, 2024), the total cost for provision of the services set forth in this Agreement shall be as follows: For Fiscal Year 2019-2020: Six Million Seven Hundred Fifty-One Thousand One Hundred Sixty-Five Dollars

(\$6,751,165.00); for Fiscal Year 2020-2021: Six Million Nine Hundred Fifty-Three Thousand Seven Hundred One Dollar (\$6,953,701.00); for Fiscal Year 2021-2022: Seven Million Two Hundred Twenty-Seven Thousand One Hundred Fifty-One Dollars (\$7,227,151). Option Year One, Fiscal Year 2022-2023: Seven Million Six Hundred Eighty-One Thousand Six Hundred Thirty-Five Dollars (\$7,681,635); Option Year Two, Fiscal Year 2023-2024: Eight Million Ninety-Six Thousand One Hundred Eighty-Two Dollars (\$8,096,182). A further breakout of the amounts are provided in the Service Plan, which is attached hereto as Exhibit "A-18," and incorporated here by reference.

"The amounts set forth above include all allowable direct and indirect costs estimated to be incurred by County for provision of services set forth in the Service Plan. Specifically, the estimated costs include, but are not necessarily limited to: non-recurring personnel start-up costs (associated with hiring/training personnel to replace Sheriff's Department employees to be allocated to City for performance of services hereunder); estimated salaries for employee classifications expected to be performing services; all employee benefits to be paid by County at rates established by the County Board of Supervisors; the estimated costs of providing relief for all allowable absences (including, but not limited to, vacation, compensatory time off, sick leave, disability leave, bereavement leave, military leave, and jury duty); estimated supplies and services necessary for performance of work hereunder (including, but not limited to, items such as equipment and training); and indirect expenses (i.e., internal overhead associated with functions such as Administration, Records, Dispatch, and Crime Analysis).

"Employees performing services under this Agreement will be entitled to all benefits, including paid holidays and other paid leave (such as vacation, compensatory time off, sick leave, disability leave, bereavement leave, military leave, and jury duty) as allowed by County for all employees and/or as allowed by bargaining agreements governing the employee classifications performing services hereunder. All costs associated with such benefits are allowable under this Agreement.

During the term of this Agreement, City shall be invoiced monthly and agrees to reimburse County for the performance of law enforcement services under this Agreement. The costs for such services shall be fixed at the amounts set forth in the first paragraph of this Section. Notwithstanding the foregoing, if County continues to provide law enforcement services to City after expiration of the term of the Agreement, City shall reimburse County for actual costs incurred by County for performance of law enforcement services provided thereafter, until such time as the parties reach further agreement to extend or renew the Agreement."

3. The Lieutenant position will be added to the contracted staff beginning on January 7, 2023.
4. Exhibit "A-18," attached hereto and incorporated herein by reference, is hereby made part of the Agreement. As of the effective date of this Amendment, all references to Exhibit "A" in

the Agreement shall mean Exhibit "A-18," the Service Plan that sets forth the levels of service to be provided during the term set forth in this Amendment.

5. Except as expressly set forth herein, the Agreement shall remain unchanged and in full force and effect. This Amendment may be executed in counterparts with the same force and effect as if each of the signatories had executed the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 18 as of the date first above written.

NAPA COUNTY, a political
subdivision of the State of California

By _____
RYAN GREGORY Chair of the
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>S. Darbinian</i></p> <p>Date: April 1, 2022</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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CITY OF AMERICAN CANYON

DocuSigned by:
By *Jason Holley*
907866239971461
JASON HOLLEY, City Manager

<p>ATTEST: CHERRI WALTON American Canyon Deputy City Clerk</p> <p>DocuSigned by: By <i>Cherri Walton</i> 86320930EAFE4FA...</p>	<p>APPROVED AS TO FORM: WILLIAM D. ROSS, City Attorney</p> <p>DocuSigned by: By <i>William D. Ross</i> 285D50133D93421...</p>
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CITY OF AMERICAN CANYON
 LAW ENFORCEMENT CONTRACT
 FY 2019/2020 - FY 2023/2024
 EXHIBIT A-18

						4th Year Option (1)	5th Year Option (2)
BASE RATE SERVICES		Current Cost FY18/19	FY19/20	FY20/21	FY 21/22	FY 22/23	FY 23/24
			4.0%	3.0%	3.5%	3.0%	3.0%
PATROL							
1	CHIEF		341,094	351,327	363,623	374,532	385,768
1	LIEUTENANT		-	-	-	152,391	326,482
4	SERGEANT		929,112	956,985	990,480	1,020,194	1,050,800
8	DEPUTY SHERIFF II		1,341,504	1,381,749	1,430,110	1,473,014	1,517,204
11	SENIOR DEPUTY SHERIFF II		2,191,992	2,257,752	2,336,773	2,406,876	2,479,083
1	SHERIFF'S RECORDS TECH II		-	-	32,213	99,637	102,626
26	Total Personnel		4,803,702	4,947,813	5,153,200	5,526,644	5,861,962
ESTIMATED HOLIDAY PAY		81,986	85,265	87,823	90,897	93,624	96,433
INVESTIGATIONS/NSIB							
INVESTIGATIONS, I.D., LAB, PROP/EVIDENCE		59,410	61,192	63,028	64,919	66,866	68,872
BWC DATA STORAGE/TRANSFER			10,728	11,050	11,382	11,723	12,075
OVERTIME/COURT APPEARANCES		431,954	449,232	462,709	478,904	493,271	508,069
DISPATCH							
CENTRAL DISPATCH		1,977,165					
AMERICAN CANYON 40% OF TOTAL		790,866					
SHERIFF'S DEPT CALLS FOR SERVICE							
FY 19-20 Cost \$2,036,480							
K9			25,669	26,439	27,233	28,050	28,891
TOTAL DIRECT EXPENSES			6,250,382	6,437,893	6,690,735	7,110,305	7,493,133
ADMINISTRATIVE SERVICES							
DEPT OVERHEAD 8.6%		496,009	537,533	553,659	575,403	611,486	644,409
TOTAL DIRECT/INDIRECT			6,787,915	6,991,552	7,266,138	7,721,791	8,137,543
LESS PARKING REVENUE		(35,679)	(36,749)	(37,851)	(38,987)	(40,156)	(41,361)
TOTAL ANNUAL COST			6,751,165	6,953,701	7,227,151	7,681,635	8,096,182