

Napa County Agreement No. 200005B
American Canyon Agreement No. 2013-72

**AMENDMENT NO. 20
TO AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN NAPA COUNTY AND
THE CITY OF AMERICAN CANYON**

THIS AMENDMENT NO. 20 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 1st day of July 2024, 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 desire to amend the contract to add various positions in order to accommodate the needs of the City’s growing population and calls for service; and

WHEREAS, the County is willing to provide these additional positions and services; and

WHEREAS, the City is willing to pay for such additional positions and services; and

WHEREAS, these additional positions are set forth in the Service Plan (Exhibit “A-20”), attached to this Agreement; 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 Four Hundred Seventy-Three Thousand One Hundred Forty-Eight Dollars (\$8,473,148); for Fiscal Year 2024-2025: Nine Million Three Hundred Ninety Three Thousand Three Hundred Eighty Eight Dollars (\$9,393,388) with no addition of new personnel; for Fiscal Year 2025-2026: Nine Million Seven Hundred Fifty Nine Thousand Eight Hundred One Dollars (\$9,759,801) if personnel is not added and Ten Million Three Hundred Twenty Five Thousand Eight Hundred Eighty Seven Dollars (\$10,325,887) if additional personnel as set forth in Exhibit "A-20" is added; for Fiscal Year 2026-2027: Ten Million Two Hundred Ninety Eight Thousand Ten Dollars (\$10,298,010) if personnel is not added and Eleven Million One Hundred Eighteen Thousand Two Hundred Fifty Four Dollars (\$11,118,254) if additional personnel as set forth in Exhibit "A-20" is added.

"A further breakout of the amounts is provided in the Service Plan, attached hereto as Exhibit "A-20," and incorporated here by reference. This Service Plan sets forth the costs associated with the provision of services contemplated by this Agreement for Fiscal Year 2024-2025 through Fiscal Year 2026-2027. The Service Plan includes the addition of four personnel (Deputy Sheriffs—motorcycle officer, community resource officer, patrol officers) and associated costs. At least ninety (90) days before the beginning of each fiscal year, the City shall notify the County in writing as to whether the additional deputy positions set forth in the Service Plan will be needed for the upcoming fiscal year. City hereby authorizes, and the County hereby acknowledges, that such notification may be provided by the City Manager. If so notified, the County agrees to provide the requested services so long as the County is able to staff the requested position(s). The parties recognize that there may be delays in the County's ability to supply the requested positions, depending to the County's own staffing needs.

"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. Exhibit “A-20,” 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-20,” 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. 20 as of the date first above written.

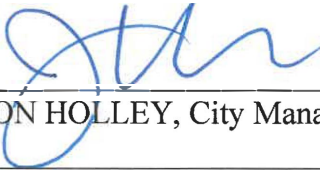
NAPA COUNTY, a political
subdivision of the State of California

By _____
JOELLE GALLAGHER, Chair of the
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <i>S. Darbinian</i> Date: 4/19/24	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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CITY OF AMERICAN CANYON

By _____
JASON HOLLEY, City Manager

APPROVED AS TO FORM:

WILLIAM D. ROSS, City Attorney

By: _____

EXHIBIT A-20

	FY 24/25	FY 25/26	FY 26/27
PERSONNEL (DSA COLA)	3.00%	3.00%	4.50%
PERSONNEL (SEIU COLA)	4.50%	3.50%	3.00%
CHIEF (1)	\$ 357,830	\$ 368,565	\$ 385,151
LIEUTENANT (1)	\$ 290,507	\$ 299,223	\$ 312,688
SERGEANT (5)	\$ 1,337,971	\$ 1,378,110	\$ 1,440,125
DEPUTY SHERIFF II (8)	\$ 1,719,021	\$ 1,770,591	\$ 1,850,268
SENIOR DEPUTY SHERIFF II (11)	\$ 2,602,639	\$ 2,680,718	\$ 2,801,351
RECORDS TECH III (1)	\$ 121,389	\$ 125,637	\$ 129,407
WORKER'S COMP	\$ 223,680	\$ 228,154	\$ 232,717
GENERAL LIABILITY	\$ 165,057	\$ 249,237	\$ 376,347
	\$ 6,818,095	\$ 7,100,235	\$ 7,528,052

ADDITIONAL PERSONNEL			
DEPUTY II (1 MOTO OFCR JULY 2025)	\$ -	\$ 213,193	\$ 222,787
DEPUTY II (1 POP OFCR JULY 2025)	\$ -	\$ 206,135	\$ 215,411
DEPUTY II (YEAR 2 ADD JAN 2026)	\$ -	\$ 103,068	\$ 215,411
DEPUTY II (YEAR 3 ADD JAN 2027)	\$ -	\$ -	\$ 107,706
WORKER'S COMP	\$ -	\$ 25,350	\$ 34,477
GENERAL LIABILITY	\$ -	\$ 18,340	\$ 24,453
	\$ -	\$ 566,086	\$ 820,244

ESTIMATED HOLIDAY PAY	\$ 43,104	\$ 44,398	\$ 46,395
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OVERTIME/COURT APPEARANCES	\$ 629,518	\$ 648,404	\$ 677,582
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INVESTIGATIONS/NSIB			
INVEST, LAB, PROP/EVIDENCE	\$ 245,821	\$ 254,008	\$ 262,917
BWC REDACTION (FOCAL)	\$ 3,280	\$ 3,378	\$ 3,480
VIDEO REQUESTS (DA & OTHER)	\$ 5,221	\$ 5,404	\$ 5,566
	\$ 254,322	\$ 262,790	\$ 271,963

FLEET EQUIPMENT (RADIOS/ REPEATERS/ MDC/CAMERAS)	\$ 84,191	\$ 86,191	\$ 88,266
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DISPATCH (AC 33% CFS)	\$ 806,888	\$ 831,095	\$ 856,028
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K9	\$ 37,370	\$ 38,491	\$ 39,646
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ADMINISTRATIVE SERVICES (DEPT OVERHEAD 8.6%)	\$ 745,920	\$ 774,998	\$ 817,682
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PARKING REVENUE	\$ (26,021)	\$ (26,801)	\$ (27,605)
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TOTAL ANNUAL COST W/OUT ADDITIONAL PERSONNEL	\$ 9,393,388	\$ 9,759,801	\$ 10,298,010
TOTAL ANNUAL COST W/ ADDITIONAL PERSONNEL	\$ 9,393,388	\$ 10,325,887	\$ 11,118,254