

**INTERAGENCY AGREEMENT
(County Provides Services)**

Number
Fund/Org# 2500
Account # 9732
Other #

1. **Contract Identification.**

Department: Office of the Sheriff

Subject: Interagency Agreement between Contra Costa County Office of the Sheriff and Agency named below for law enforcement services.

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Agency mutually agree and promise as follows:

Agency: Kensington Police Protection and Community Services District

Capacity: A public agency

Address: 217 Arlington Avenue, Kensington CA 94707

3. **Term.** The effective date of this Agreement is October 21, 2019 and it terminates on April 20, 2020 unless sooner terminated as provided herein.

4. **Payment Limit.** Agency's total payments to County under this Agreement shall not exceed \$300,000.00.

5. **County's Obligations.** County shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Agency's Obligations.** Agency shall pay County for its provision of the services as set forth in the attached Payment Provisions which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Agreement is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Agreement implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: N/A

9. **Legal Authority.** This Agreement is entered into under and subject to the following legal authorities: California Government Code Section 26227 and Public Utilities Code Section 25721.

10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

<p>BOARD OF SUPERVISORS</p> <p>By _____ Chairman/Designee</p>	<p>ATTEST: Clerk of the Board of Supervisors</p> <p>By _____ Deputy</p>
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AGENCY

<p>By _____ (Signature of authorized Agency representative)</p> <p>_____ (Print name and title A)</p>	<p>By _____ (Signature of authorized Agency representative)</p> <p>_____ (Print name and title B)</p>
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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

On _____ (Date),

before me, _____ (Name and Title of the Officer),

personally appeared, _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED BY COUNTY COUNSEL

By: _____
Designee

By: Kelso Ky
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

- B. Provide the assigned County Police Manager with Agency's general policies specific to providing law enforcement services to Agency. If Agency's policy conflicts with County's policies, County's policies will be observed.
- C. Give County full cooperation and assistance of its officer.
- D. Make available upon request, workspace, and other services as may be required for the performance of services under this Agreement during those periods of time when the County needs to be on Agency premises. County will provide any special tools, equipment or other materials as may be necessary to perform per the Agreement.

4. **Termination.** This Agreement may be terminated by either party, at their sole discretion, upon thirty (30) days written notice thereof to the other, and may be canceled immediately by written mutual consent. County shall be paid for its costs and work performed up to the time of termination. County will return property belonging to Agency, or dispose of it in the manner the Agency directs. Agency will return property to County, or dispose of it in the manner the County directs.

5. **Payment Provision.** County will provide law enforcement personnel consisting of (1) one Captain. Agency shall pay actual costs for law enforcement personnel and operational costs, based on actual number of assigned personnel, as set forth in Attachment 'A', attached to the Agreement. The annual costs may change due to an increase or decrease in salary and benefits. Actual charges include the following:

- a. Actual payroll costs worked by County personnel assigned to the Agency.

Annual Rate Adjustment. Rates shall be adjusted annually based on increases in salary and benefits, or for any other increases incurred by County for services provided under Agreement. Actual charges will be based on actual costs incurred by County.

Payment Process. Upon receipt of the monthly invoice provided to the Agency by County, Agency will pay County thirty (30) days from date of invoice. Payments shall be sent to the Office of the Sheriff, Fiscal Office, 651 Pine Street, 7th Floor, Martinez, CA 94553.

Payment Limit. The Agency shall pay County an amount not to exceed \$300,000.00.

6. **Amendments.** County and Agency can agree to amend the Agreement by providing thirty days written notice to the other.

7. **Labor Relations.** The Agency may at any time report to the County their concerns about County personnel performing services under this Agreement. The County will investigate

Initials: _____
 Contractor County

**ESTIMATED PERSONNEL COSTS
FY 2019-20**

Description	CAPTAIN (6XDA) - SALARY & BENEFITS					
	FY 2018/19 TIER A	FY 2018/19 TIER C	FY 2017/18 PEPRA TIER E	FY 2019/20 TIER A	FY 2019/20 TIER C	FY 2019/20 PEPRA TIER E
Base Pay *	\$14,046.78	\$14,046.78	\$14,749.12	\$14,749.13	\$14,749.13	\$14,749.13
Education Incentive	\$1,007.86	\$1,007.86	\$1,058.25	\$1,058.25	\$1,058.25	\$1,058.25
Management Longevity-10yrs	\$351.17	\$351.17	\$368.73	\$368.73	\$368.73	\$368.73
Safety Longevity-15yrs	\$702.34	\$702.34	\$737.46	\$737.46	\$737.46	\$737.46
Safety Longevity-20yrs	\$280.94	\$280.94	\$294.98	\$294.98	\$294.98	\$294.98
Life Insurance	\$6.25	\$6.25	\$6.25	\$6.25	\$6.25	\$6.25
Management Disability Insurance	\$140.47	\$140.47	\$147.49	\$147.49	\$147.49	\$147.49
Management Def Comp Incentive-Max	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
F.I.C.A. (Medicare)	\$237.64	\$237.64	\$249.52	\$249.52	\$249.52	\$249.52
Retirement	\$14,235.07	\$13,529.02	\$12,829.48	\$14,170.72	\$13,373.11	\$11,986.61
Retiree Health Care	\$1,054.76	\$1,054.76	\$1,054.76	\$1,080.61	\$1,080.61	\$1,080.61
Worker Compensation	\$652.29	\$652.29	\$684.90	\$380.31	\$380.31	\$380.31
Unemployment Insurance	\$8.19	\$8.19	\$8.60	\$8.60	\$8.60	\$8.60
OPEB - Other Post Employment Benefits	\$227.05	\$227.05	\$227.05	\$227.05	\$227.05	\$227.05
Health Insurance (Medical & Dental)	\$1,758.67	\$1,758.67	\$1,758.67	\$1,796.00	\$1,796.00	\$1,796.00
Salary & Benefit/Monthly	\$34,749.47	\$34,053.43	\$34,215.27	\$35,315.10	\$34,517.49	\$33,131.00
Salary & Benefit/Yearly	\$416,993.65	\$408,641.12	\$410,583.23	\$423,781.25	\$414,209.86	\$397,571.95
Annual Uniform Allowance (retirement compensable)	\$1,677.18	\$1,640.14	\$919.79	\$1,677.18	\$1,640.14	\$919.79
Holiday Pay (13) (Not Applicable)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MAXIMUM ANNUAL SALARY & BENEFIT COSTS	\$418,670.83	\$410,281.26	\$411,503.02	\$425,458.43	\$415,850.00	\$398,491.73

*FY 2019/2020 reflects 5% pay increase effective July 1, 2019
 **Uniform Allowance is not retirement compensable for PEPRA Tier E

ASSUMPTIONS FY 2019-20:	
1) Regular Pay	Top Step
2) Maximum Education Incentive	7.00%
3) Maximum Management Longevity @ 10 yrs	2.50%
4) Maximum Service Longevity @ 15yrs	5.00%
5) Life Insurance: Per Month	\$6.25
6) Mgmt Disability (Long Term)	1.000%
7) FICA (Medicare) Rate:	1.45%
Overtime Benefit Rate:	N/A
HOLIDAY PAY COMPUTATION:	
N/A	

8) Retirement Rate: Sworn Tier-A	82.35%
Retirement Rate: Sworn Tier C	77.71%
Retirement Rate: PEPRA Tier E	69.66%
9) Retiree Health - Monthly Cost - Sworn	\$1,080.61
10) Workers Comp: General & DSA Mgmt	2.21%
11) Unemployment Insurance:	0.05%
12) Medical = Health/Dental-Family	
12) Longevity pay at 20 yrs	2.00%

CAPTAIN TIER A	
1920 Hourly Reg Paid Rate	\$99.47
Base Paid Rates	\$204.55
With Benefits	\$204.55

CAPTAIN TIER C	
1920 Hourly Reg Paid Rate	\$99.47
Base Paid Rates	\$204.55
With Benefits	\$204.55

CAPTAIN PEPRA TIER E	
1920 Hourly Reg Paid Rate	\$99.47
Base Paid Rates	\$191.58
With Benefits	\$191.58