



## Staff Report

---

**TO:** Honorable Mayor and Members of the Town Council  
**FROM:** Wes Heathcock, Town Manager  
**DATE:** August 8, 2023  
**RE:** Placer County Sheriff Contract – 3-Year Agreement

---

### **Recommendation**

Staff recommends the Town Council adopt a resolution authorizing the Town Manager to enter into a three-year agreement with the Placer County Sheriff-Coroner-Marshal's Office beginning Fiscal Year 2023/24.

### **Issue Statement and Discussion**

The Town of Loomis has contracted with the Placer County Sheriff Office (PCSO) since incorporation with a multi-year agreement that required an amendment to the agreement annually to address PCSO salary increases related to Prop F. Placer County Board of Supervisors adopted a policy that eliminates the Prop F salary evaluations, which provides an opportunity for the Town to negotiate a multi-year contract without the need for an annual salary budget adjustment agreement amendment.

Typically, the annual Placer County Sheriff-Coroner-Marshal contract extension required City staff to negotiate the contract increase percentage, so the increase was manageable. The proposed contract percentage increase annually (5.5%) is within previous years increase percentages; therefore, staff is recommending council approve the three-year agreement.

It is worth noting the contract has language that would allow the County to renegotiate if there was a change in contract with PCSO that warrants an unanticipated salary increase.

### **CEQA Requirements**

N/A

### **Financial and/or Policy Implications**

The contract is for three years in the amount of \$6,712,908 from Funds 110 and 151.

<b>Term</b>	<b>Annual Amount</b>	<b>Quarterly Installment</b>
July 1, 2023 to June 30, 2024	\$2,118,956	\$529,739
July 1, 2024 to June 30, 2025	\$2,235,500	\$558,875
July 1, 2025 to June 30, 2026	\$2,358,452	\$589,613

---

**Attachments**

- A. Resolution
- B. PCSO Agreement

**TOWN OF LOOMIS**

**RESOLUTION NO. 23 - XX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS  
AUTHORIZING THE TOWN MANGER TO ENTER INTO A THREE-YEAR AGREEMENT WITH THE  
PLACER COUNTY SHERIFF-CORONER-MARSHAL'S OFFICE BEGINNING FISCAL YEAR  
2023/24.**

**WHEREAS**, The Town of Loomis has contracted with the Placer County Sheriff Office (PCSO) since incorporation with a multi-year agreement that required an amendment to the agreement annually to address PCSO salary increases related to Prop F; and

**WHEREAS**, Placer County Board of Supervisors adopted a policy that eliminates the Prop F salary evaluations that allows the Town to negotiate a multi-year contract without the need for an annual salary budget adjustment agreement amendment; and

**WHEREAS**, The proposed contract percentage increase annually is within previous years increase percentages (5.5%), therefore, staff is recommending council approve the three-year agreement.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Town Council of the Town of Loomis authorizes the Town Manger to enter into a three-year agreement with the Placer County Sheriff-Coroner-Marshal's Office beginning Fiscal Year 2023/24.

**PASSED AND ADOPTED** by the Town Council of the Town of Loomis this 8th day of August 2023, by the following vote:

- AYES:**
- NOES:**
- ABSTAINED:**
- ABSENT:**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Deputy Town Clerk

# Item 8 Attachment B

CONTRACT NO.

BEGINS: 7/1/2023

ENDS: 6/30/2026

ADMINISTERING AGENCY: Placer County Sheriff-Coroner-Marshal

## **AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES**

THIS AGREEMENT is in effect as of the 1<sup>st</sup> day of July, 2023, by and between the COUNTY OF PLACER, Office of the Sheriff-Coroner-Marshall, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and the TOWN OF LOOMIS, a municipal corporation, herein referred to as "TOWN".

### **1. DURATION OF CONTRACT**

This Agreement shall commence on July 1, 2023, for a period of three years, expiring on June 30, 2026, unless terminated as provided herein.

### **2. TERMINATION**

A. Terms and conditions specifying the level of service and the amounts of payment for services are set out in this agreement. In the event of unforeseen circumstances affecting the obligations of the parties, or their ability to perform, each party to this agreement may terminate all obligations and duties agreed to herein by providing to the other party not less than 120 days advance written notice of termination.

B. In the event TOWN fails to make the payments required by Section 6, the COUNTY shall be relieved of all obligations to provide the services set out in this agreement thirty (30) days after such default.

### **3. DUTIES OF COUNTY**

A. COUNTY shall provide law enforcement services as defined herein within the jurisdiction of the TOWN. For this purpose, law enforcement services means services generally provided within the boundaries of a town by a town police department, including, but not limited to the enforcement of state and local criminal laws. Such services include patrol, detectives, juvenile services, traffic enforcement, and traffic accident investigation.

B. COUNTY shall provide and supervise all personnel, furnish all equipment, and except as hereafter provided those supplies necessary to perform its duties under this agreement. TOWN shall provide all supplies bearing the name of, or relating specifically to the TOWN, such as stationary, forms, and notices. For TOWN specific specialized programs, including radar speed enforcement, the TOWN shall purchase and maintain the required equipment.

C. COUNTY alone shall control and determine the performance of County personnel servicing under this agreement, including, but not limited to the standards of personnel performance and discipline.

D. COUNTY shall provide TOWN with annual reports and statistics regarding the services performed by it under this agreement, such report to be in a form mutually agreed upon by TOWN and the Sheriff of COUNTY.

E. COUNTY shall give TOWN the full cooperation and assistance of its officers, agents, and employees.

### **4. DUTIES OF TOWN**

A. TOWN shall designate the Sheriff of COUNTY as Chief of Police for TOWN during the term of this contract. The Sheriff will designate a liaison office to work closely with the TOWN.

B. TOWN shall give COUNTY the full cooperation and assistance of its officers, agents and employees. The TOWN Manager and other persons designated by the TOWN Council shall coordinate with the Sheriff in all activities by or relating to this contract.

**5. STATUS OF PERSONNEL UTILIZED**

A. COUNTY shall utilize County personnel to perform its duties under the terms of this contract. They shall not have, nor acquire, any TOWN pension, or civil service or other benefits or rights which TOWN may confer upon TOWN employees, except that for the purpose of giving them official status in the performance of their duties, such personnel shall be deemed to be officers and agents of TOWN.

B. TOWN shall not be liable for the payment of any salaries, wages, or other benefits or compensation to any COUNTY personnel performing duties under this contract. TOWN shall not be liable for compensation or indemnity to any COUNTY personnel for injury or sickness arising out of the performance of their duties under this agreement.

**6. PAYMENT FOR SERVICES**

TOWN agrees to pay COUNTY the sum of \$2,118,956 for the fiscal year July 1, 2023 to June 30, 2024, due in quarterly installments of \$529,739. In subsequent fiscal years (July 1 – June 30) during the contract period, annual contract amount will increase by 5.5% over the previous year, as outlined in Exhibit A "Compensation".

If during the contract period, the COUNTY enters into an agreement with the Placer County Deputy Sheriff's Association, the annual contract increases may be recalculated based on revised salaries, benefits, and associated costs impacted by a Memorandum of Understanding (MOU) formally adopted and approved by the Placer County Board of Supervisors and ratified by the membership of the Placer County Deputy Sheriff's Association. In the event an MOU comes into effect during this contract period, adjusted contract rates will be presented to the TOWN for approval and will become effective July 1.

Nothing in this contract is intended to alter the effect of any statute or County Ordinance related to fees for housing of inmates sustained for City Ordinance violations or for Criminal Justice Administration fees, (i.e., Government Code Section 29550, et seq., Placer County Code Section 50).

**7. LEVEL OF SERVICE**

For the term of this contract beginning July 1, 2023, and ending June 30, 2026, both dates inclusive, COUNTY shall provide routine patrol and related services for the TOWN on a 24-hour per day basis, with a targeted average response time of less than seven minutes in responding to any priority one (life threatening) call within TOWN boundaries. The dedicated FTE's by classification are outlined in Exhibit B "Staffing Levels". Dedicated FTE's will remain unchanged throughout the contract period unless both parties agree to adjustments, which may result in changes to compensation.

**8. INDEMNIFICATION**

Except as hereinafter provided, COUNTY shall indemnify and hold harmless TOWN, its officers and employees, from any and all claims, actions, or proceedings, or liability for injuries or damages to persons and property caused by COUNTY'S performance of services under this contract. COUNTY shall defend on behalf of TOWN, at COUNTY'S sole expense, any such actions or proceedings and shall pay, when final, any judgments, awards or settlements in any such actions or proceedings. Neither COUNTY nor any officer or employee thereof, shall be responsible for injuries or damages to persons or property occurring

by reason of anything done or omitted to be done by TOWN under or in connection with this agreement. TOWN shall defend, indemnify and hold harmless COUNTY from liability from such actions or omissions.

**9. FINE, FORFEITURES**

TOWN shall receive proceeds of all fines, forfeitures, penalties and payments for infractions, including all traffic citation proceeds.

**10. TOWN FACILITIES**

A. The TOWN shall reimburse the COUNTY for 1/6 of the cost for related to the facility, parking and utilities, which has been based on 1/6 of the number of patrol beats, located within the TOWN boundaries for use by COUNTY in carrying out its activities under the terms of this agreement.

B. TOWN will provide adequate lighting of the parking area at the substation.

**11. NOTIFICATION**

Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

**COUNTY OF PLACER:**

Attn: Placer County Sheriff's Office  
Jerry Rogers  
2929 Richardson Ave., Suite A  
Auburn, CA 95603

Phone: (530) 889-6965

Fax: (530) 886-3833

**TOWN OF LOOMIS:**

Attn: Town of Loomis  
Wes Heathcock, Town Manager  
3665 Taylor Road  
Loomis, CA 95650

Phone: (916) 652-1840

Fax:

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated.

**TOWN OF LOOMIS**

\_\_\_\_\_  
Mayor, Town of Loomis

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Date

**COUNTY OF PLACER**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Placer County Sheriff-Coroner-Marshal

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel, County of Placer

\_\_\_\_\_  
Date

**Exhibit A  
Compensation**

Contract rates will increase by 5.5% each fiscal year (July 1-June 30) over the previous year throughout the contract term of July 1, 2023 to June 30, 2026; increases go into effect July 1 of each year. Annual contract amount will be paid in quarterly installments outlined below.

If during the contract period, the COUNTY enters into an agreement with the Placer County Deputy Sheriff's Association, the annual contract increases may be recalculated based on revised salaries, benefits, and associated costs impacted by a Memorandum of Understanding (MOU) formally adopted and approved by the Placer County Board of Supervisors and ratified by the membership of the Placer County Deputy Sheriff's Association. In the event an MOU comes into effect during this contract period, adjusted contract rates will be presented to the TOWN for approval and will become effective July 1.

<b>Term</b>	<b>Annual Amount</b>	<b>Quarterly Installment</b>
July 1, 2023 to June 30, 2024	\$2,118,956	\$529,739
July 1, 2024 to June 30, 2025	\$2,235,500	\$558,875
July 1, 2025 to June 30, 2026	\$2,358,452	\$589,613

**Exhibit B  
Staffing Levels**

Dedicated FTE's will remain unchanged throughout the contract period unless both parties agree to adjustments, which may result in changes to compensation.

<b>Classification</b>	<b>FTE</b>
Lieutenant	0.5
Deputy Sheriff II	4.25
Detective (Deputy Sheriff II)	0.5
Traffic Enforcement (Deputy Sheriff II)	1.0