AGENDA SECTION: OTHER BUSINESS
AGENDA ITEM # 8
REPORT # 11-105

STAFF REPORT
COUNCIL MEETING DATE:
September 26, 2011

ITEM FOR COUNCIL CONSIDERATION:

Review of law enforcement contract service level adjustments.

Department: Administration

City Manager

Administrative Services Director

STAFF RECOMMENDATION:

Action Item X ; Non-Action Item ___

Direct staff to prepare a matter for its regular meeting of October 24, 2011, which provides options for adjusting contract law enforcement service levels.

Motion. I move to direct staff to include options for restoring law enforcement contract changes made pursuant to Resolution No. 5312, as a part of the regular agenda of October 24, 2011.

I. BACKGROUND/DISCUSSION

At its regular meeting of May 9, 2011, the City Council adopted Resolution No. 5312, which made changes in the City's contract with the Santa Barbara County Sheriff's Department for law enforcement services. The changes included reducing the number of patrol deputies from eight to seven, reducing detectives from two to one, and eliminating the Community Resources Deputy position.

Recently, City Councilmembers Reddington and Armendariz requested that a reconsideration of this matter come before the City Council.

The service level changes made through Resolution No. 5312 followed notification from the Sheriff's Department in early 2011 that the costs for fiscal year 2011-12 would increase by 10.8%, a $340,000 increase to the existing $3.1 million contract cost. The City also had learned that the State COPs grant funding of $100,000, which the City used as primary funding for the part-time Community Resource Deputy position, would be eliminated in the 2011-12 fiscal year. Finally, a review by the Council in April of options for responding to law enforcement cost increases in the context of other City expense and revenue projections, assisted in informing the City Council's decision.

It was estimated by Sheriff's and City staff that the changes would reduce City costs by approximately $420,000 and result in a net savings to budget of approximately $320,000, the difference reflecting the expected loss of the COP's revenue.

Since the City's budget was prepared, the Sheriff's Department has recalculated cost savings related to both the contract changes and the results of labor agreements reached with represented Sheriff's Department employees. Attached to this report is an August 9, 2011 letter from the Sheriff's Department that presents the City's revised contract costs for FY 2011-12, of $3,017,433. The City budget includes a law enforcement contract cost projection of $3,173,897; a difference of $156,464.

Also since the City's budget hearings, the State budget has passed, which included restoration of State COPs program funding that was initially eliminated but also cut cities' Vehicle License Fee revenues by approximately 50%.[1] The City's Vehicle License Fee (VLF) allocation was reduced by ($51,138). In conjunction with the restoration of the $100,000 COP's allocation, the State budget will result in a net gain to the City of $48,862, as compared to budget.

The total difference in law enforcement related revenues and expenditures is an improvement from budget of $205,326.

The current costs of positions affected by the City's changes to staffing levels are as follows:

- Patrol Deputy I. $201,350 for a full year, or $134,234, for the remainder of the current fiscal year beginning November 1.

- Detective or Community Resource Deputy. $212,771 for a full year, or $141,847, for the remainder of the current fiscal year beginning November 1.

Staff recommends that the information in this report be considered along with other financial information and the annual law enforcement report, both of which are scheduled for City Council consideration in October.

II. ATTACHMENTS:

Letter from Santa Barbara County Sheriff's Office, August 9, 2011
Resolution No. 5312

[1] Recently, the budget implementation bill (ABx1 16) added a new maintenance of effort provision to the COPs program that would have required cities to fund front line law enforcement services at the 2010-11 year level in order to receive any COPs allocation. This new maintenance of effort requirement was then immediately reversed by the Governor's signature of SBx1 14, a League of California Cities sponsored bill.

Office of the Sheriff

SANTA BARBARA COUNTY

HEADQUARTERS
P.O. Box 6427 • 4434 Calle Real • Santa Barbara, California 93160
Phone (805) 681-4100 • Fax: (805) 681-4322

BILL BROWN
Sheriff-Coroner

JIM PETERSON
Undersheriff

STATIONS

Buellton
140 W. Highway 246
Buellton, CA 93427
Phone (805) 686-8150

Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013
Phone (805) 684-4561

Isla Vista
6504 Trigo Road
Isla Vista, CA 93117
Phone (805) 681-4179

Lompoc
3500 Burton Mesa Road
Lompoc, CA 93436
Phone (805) 737-7737

New Cuyama
70 Newsome Street
New Cuyama, CA 93254
Phone (661) 766-2310

Santa Maria
812-A W. Foster Road
Santa Maria, CA 93455
Phone (805) 934-6150

Solvang
1745 Mission Drive
Solvang, CA 93463
Phone (805) 686-5000

Sheriff - Coroner Office
66 South San Antonio Road
Santa Barbara, CA 93110
Phone (805) 681-4145

Main Jail
4436 Calle Real
Santa Barbara, CA 93110
Phone (805) 681-4260

COURT SERVICES
CIVIL OFFICES

Santa Barbara
1105 Santa Barbara Street
P.O. Box 690
Santa Barbara, CA 93102
Phone (805) 568-2900

Santa Maria
312 E. Cook Street "O"
Santa Maria, CA 93455
Phone (805) 346-7430

Lompoc
401 E. Cypress #105
Lompoc, CA 93436
Phone (805) 737-7710

August 9, 2011

Mr. Dave Durflinger
The City of Carpinteria
5775 Carpinteria Ave
Carpinteria, CA 93013

Dear Mr. Durflinger:

As you are aware, the development of the FY2011-12 budget for the City of Carpinteria and the Santa Barbara Sheriff's Office has been quite a journey. In the end, we agreed to a law enforcement contract for FY 2011-12 totaling $3,075,663.

Since then, the County has come to agreement with two labor organizations that represent sworn personnel in the Sheriff's Office. Both the Sheriff Managers Association and Deputy Sheriff's Association agreed to concessions in their existing contract effective July 1, 2011. These concessions result in a reduction in your cost of contract services with the Santa Barbara Sheriff's Office.

Attached to this letter is a new "blue sheet" for your contract costs with the Sheriff's Office for FY2011-12 totaling $3,017,433. This represents a $58,230 decrease in your contract cost compared to your previous number. I have also attached, for your convenience, invoices for July 2011 and August 2011 for law enforcement services, adjusted to the new annual cost.

The Sheriff's Office is relieved that FY2011-12 budget process is now concluded and pleased to present to you a lower contract cost arrived at through concessions with our employee organizations.

If you have any questions about the revised blue sheet or anything in this letter, please do not hesitate to contact me.

Sincerely,

Douglas A. Martin
Chief Financial Officer
Santa Barbara Sheriffs Office
805-681-4293

attachments

Santa Barbara County Sheriff Department
City of Carpinteria
FY 2011-12
Law Enforcement Contract Proposal

Contract Cost Summary

Contract Service	FY 2011-12 Requested Appropriation	FY 2010-11 Adjusted Appropriation
Personnel	$2,284,113	$2,339,800
Vehicle Fleet	$105,299	$117,814
Communication System	$12,971	$15,619
Administration	$283,883	$360,001
Dispatch Services	$111,094	$106,541
Liability, Wk Comp, Unemp Ins	$142,234	$122,588
S&S, Shift Dif, Telephone	$77,840	$82,170
Contract Total	**$3,017,433**	**$3,144,534**

Contract Cost Comparison Summary

Contract Service	FY 2011-12 Requested Appropriation	Prior Year Requested Appropriation
Personnel	76%	74%
Vehicle Fleet	3%	4%
Communication System	0%	0%
Administration	9%	11%
Dispatch Services	4%	3%
Liability, Wk Comp, Unemp Ins	5%	4%
S&S, Shift Dif, Telephone	3%	3%
Contract Total	**100%**	**100%**

Change from Prior Year	Change from Prior FY Requested Appropriation	% of Total Change from Prior FY Requested Appropriation	% Increase in Component of Contract Charges
Personnel	($55,687)	-1.8%	-2.4%
Vehicle Fleet	($12,515)	-0.4%	-10.6%
Communication System	($2,649)	-0.1%	-17.0%
Administration	($76,118)	-2.4%	-21.1%
Dispatch Services	$4,552	0.1%	4.3%
Liability, Wk Comp, Unemp Ins	$19,647	0.6%	16.0%
S&S, Shift Dif, Telephone	($4,330)	-0.1%	-5.3%
Contract Total	**($127,100)**	**-4.0%**	**-4.0%**

Monthly Payment 2011-12	$251,453
Monthly Payment 2010-11	**$262,044**

Remit to:
Santa Barbara County Sheriff's Department
Financial Services Bureau
P.O. Box 6427
Santa Barbara, CA 93160
(805) 681-4947

INVOICE

Bill To: City of Carpinteria
Attn: Dave Durflinger
5775 Carpinteria Ave.
Carpinteria, CA 93013

Invoice # 12- 37
Invoice Date 8/10/2011
Due Date 9/9/2011
Terms Net 30 days

Service Dates From	To	Services Provided		Amount
		Fiscal Year 2011-2012		
7/1/2011	7/31/2011	July	2012 Contract Services	$ 251,453.00
			Total	$ 251,453.00

Remit to:
Santa Barbara County Sheriff's Department
Financial Services Bureau
P.O. Box 6427
Santa Barbara, CA 93160
(805) 681-4947

INVOICE

Bill To: City of Carpinteria
Attn: Dave Durflinger
5775 Carpinteria Ave.
Carpinteria, CA 93013

Invoice # 12- 41
Invoice Date 8/10/2011
Due Date 9/9/2011
Terms Net 30 days

Service Dates From	To	Services Provided		Amount
		Fiscal Year 2011-2012		
8/1/2011	8/31/2011	August	2012 Contract Services	$ 251,453.00
			Total	$ 251,453.00

RESOLUTION NO. 5312

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT OF THE AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES

WHEREAS, since 1991 the City of Carpinteria ("City") has contracted for law enforcement services with Santa Barbara County Sheriff's Department;

WHEREAS, the contract was revised in 2001/2002 as the "Agreement to Provide Law Enforcement Services between the County of Santa Barbara and the City of Carpinteria" ("Agreement"), which is attached hereto and incorporated as Exhibit A, and was renewed for a five year term;

WHEREAS, on June 30, 2007, the Agreement automatically renewed for five years until June 30, 2012;

WHEREAS, under the terms of the Agreement, the Sheriff's Department may annually adjust the charges for services provided pursuant to a contractual formula and the City may adjust the level of service;

WHEREAS, the Sheriff's Department informed City that it would be increasing its charges for services provided approximately 11%, which would increase contract costs by $340,000 to $3,484,300 annually;

WHEREAS, the Sheriff's Department worked cooperatively with the City Manager to develop a list of service level adjustment measures for the City Council to consider which would maintain the overall cost of the Agreement closer to present levels, while at the same time providing adequate policing levels;

WHEREAS, on April 11, 2011 at a duly noticed public meeting, the City Council considered those level of service changes and renewal of the Agreement. The Council heard a staff report and presentation, testimony from representatives of the Sheriff's Department and public comment. A majority of the Council then moved to authorize the City Manager to implement the recommended level of service adjustments to the Agreement and moved to approve the five year renewal of the Agreement;

WHEREAS, the City Manager, working cooperatively with the Sheriff's Department, has prepared an amendment to the Agreement to implement the level of service adjustments;

WHEREAS, the City Council of the City of Carpinteria hereby finds it to be in the best interests of City and governmental efficiency to adopt a resolution authorizing the Mayor to amend the Agreement as stated and to allow the contract to automatically renew;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

The City Council hereby authorizes the Mayor to execute an amendment to the Agreement, attached hereto and incorporated herein as Exhibit B, and to execute such other documents as may be necessary to carry out the Council's motions at the April 11, 2011 meeting.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Carpinteria held on the 9th day of May, 2011, by the following roll call vote:

AYES: Reddington, Carty, Stein and Clark

NOES: Armendariz

ABSENT/ABSTAIN: None

Al Clark, Mayor

ATTEST:

Fidela Garcia, City Clerk

I hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 9th day of May, 2011.

APPROVED AS TO FORM:

Peter N. Brown, City Attorney

Exhibit A:
Agreement to Provide Law Enforcement Services
between the County of Santa Barbara
and the City of Carpinteria

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Agreement to Provide Law Enforcement Services

Between

County of Santa Barbara

And

City of Carpinteria

July 1, 2002 - *Through* - June 30, 2007

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AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and the City of Carpinteria, an incorporated city having its principal place of business at 5775 Carpinteria Avenue, Carpinteria, CA 93013, (hereafter CONTRACTOR) wherein COUNTY agrees to provide and CONTRACTOR agrees to accept the services specified herein.

WHEREAS, County, through its Sheriff's Department, has provided law enforcement services for Contractor for the period July 1, 1992 through June 20, 2002, pursuant to the terms of two (2) separate five (5) year written agreements; and,

WHEREAS, the CONTRACTOR has requested COUNTY, through its Sheriff's Department, to continue to provide law enforcement services pursuant to a contractual agreement; and,

WHEREAS, the COUNTY, through its Sheriff's Department, has expressed willingness to provide law enforcement assistance on a cost reimbursement basis, as authorized by California Government Code sections 6500 et seq. and 51300 et seq.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** The currently-assigned City of Carpinteria Station Commander at phone number (805) 568-3399 is the designated representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. The City Manager at phone number (805) 684-5405 is the designated representative for CONTRACTOR and will administer this Agreement for and on behalf of Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be in writing and shall be delivered to the respective parties either in person, or by mailing the same by first class mail, postage prepaid, registered or certified, return receipt requested, or by Federal Express or other similar overnight delivery service as follows:

To COUNTY: Sheriff Jim Anderson, P.O. Box 6427, Santa Barbara, CA 93160
To CONTRACTOR: City Manager, City of Carpinteria, 5575 Carpinteria Avenue, Carpinteria, CA 93013

or at such other address or to such other person that the parties may from time to time designate in writing. Notices and consents under this section shall be deemed delivered five (5) business days after such mailing date, and any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date.

3. **SCOPE OF SERVICES.** COUNTY agrees to provide law enforcement services to CONTRACTOR in accordance with **Exhibit A** attached hereto and incorporated herein by reference.

4. **TERM.**

Basic Term. The term of this Agreement shall commence July 1, 2002, and continue through June 30, 2007, a five (5) year term, expiring on June 30, 2007, unless sooner terminated pursuant to paragraph #12, Termination, below, or extended as described in Paragraph 4(B).

Extended Term. The term of this Agreement shall automatically be extended for successive periods of five (5) years each unless at least one (1) year prior to the end of any five (5) year term 1) the legislative body of either party determines not to so extend the term, and 2) timely written notice (as required under this Agreement) of such non-renewal is given to the other party. The extended terms shall be referred to as First Extended Term, Second Extended Term et cetera.

Appropriations Limitation. CONTRACTOR and COUNTY each acknowledge that annual budgetary appropriations in future years for payment and services hereunder are subject to the approval of their respective legislative bodies.

5. **STANDARD OF PERFORMANCE.** COUNTY represents that it has the skills and expertise necessary to perform law enforcement services required under this Agreement, as described in **Exhibit A**.

6. **COMPENSATION OF COUNTY.** COUNTY shall be paid for performance under this Agreement in accordance with the terms of **Exhibit B** attached hereto and incorporated herein by reference.

7. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR and COUNTY agree to defend, indemnify and save harmless the other party and to procure and maintain insurance in accordance with the provisions of **Exhibit C**, attached hereto and incorporated herein by reference.

8. **OWNERSHIP OF EQUIPMENT.** Except as expressly provided herein, COUNTY shall provide and be the owner of all items and equipment incidental to the performance of this Agreement. CONTRACTOR will remain the owner of any items or equipment purchased or supplied by CONTRACTOR, including items or equipment acquired as part of a grant to CONTRACTOR. For example, CONTRACTOR shall be the owner of certain vehicles that have been acquired through grants to CONTRACTOR. Any such CONTRACTOR owned items or equipment shall be returned to CONTRACTOR at the conclusion of the term (or extended term) of this Agreement. No transfer of ownership of equipment from COUNTY to CONTRACTOR shall occur as a result of this contract. At the end of each fiscal year during the term of this Agreement, COUNTY shall provide CONTRACTOR a list of all items or equipment which are utilized by COUNTY in providing services under this Agreement which are owned by CONTRACTOR, including but not limited to items or equipment obtained under a grant program.

9. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY'S Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR and COUNTY agree to comply with said ordinance.

10. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with other Santa Barbara County cities and/or other agencies to provide the same or similar services.

11. **ASSIGNMENT.** Neither party shall assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the other party and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination of this Agreement.

12. **TERMINATION.**

A. For Convenience. This Agreement may be terminated by either party without cause upon one year (365 days) written notice to the other party. Upon the date of termination, COUNTY shall cease work and notify CONTRACTOR as to the status of pending investigations and other outstanding matters and/or pertinent information.

B. For Cause. Either party may terminate this Agreement based upon a material breach of this Agreement by the other party by providing the breaching party written notice of such action, specifying the reason(s) for the termination of this Agreement. The effective date of the termination shall be no less than six (6) months (182 days) after the date of such written notice, except the breaching party shall have fifteen (15) calendar days from the date of delivery of such written notice to remedy its material breach as stated in the written notice of termination. If, within said fifteen (15) day period, the breaching party provides reasonable proof, acceptable to the nonbreaching party, of its having remedied the stated cause for such termination, this Agreement shall continue in full force and effect and the notice of termination deemed revoked.

C. Prorata Payment. Notwithstanding any other payment provision of this Agreement, CONTRACTOR shall pay COUNTY for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made.

13. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

14. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties shall immediately enter into good faith discussions to modify the invalid, illegal or unenforceable provision to the extent possible to carry out the intentions and directives of the parties as set forth in this Agreement.

15. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

16. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

17. **NO WAIVER OF DEFAULT.** No delay or omission of by either party to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to each party shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the exercising party.

18. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written,

of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

19. **SUCCESSORS AND ASSIGNS.** Except as restricted herein, this Agreement shall be binding on and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.

20. **COMPLIANCE WITH LAW.** Each party shall, at its sole cost and expense, comply with all County, State and Federal ordinances, regulations and / or statutes now in force or which may hereafter be in force with regard to the Agreement. The judgment of any court of competent jurisdiction, or the admission of either party in any action or proceeding against that party, whether the other party to this Agreement be a party thereto or not, that the party against whom such action or proceeding has been brought has violated any such ordinance, regulation and / or statue, shall be conclusive of the fact as between CONTRACTOR and COUNTY.

21. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

22. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

23. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, each party hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which that party is obligated, which breach would have a material effect hereon.

24. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections. In the event of conflict between the provisions contained in the numbered sections of this Agreement, Exhibits and subsequent contract Amendments, the most current contract Amendment shall prevail over the provisions, Exhibits and/or prior Amendments.

25. **SHERIFF APPOINTED CHIEF OF POLICE.** By separate resolution, COUNTY's Sheriff was appointed Chief of Police for CONTRACTOR and his/her Deputies appointed police officers for CONTRACTOR, which appointments shall continue during the term of this Agreement. Such resolution shall provide that there shall be no compensation for such appointive offices. COUNTY and its Sheriff have accepted said appointment and the terms of said resolution and agree that the only compensation to COUNTY shall be as set forth in this Agreement and that the Sheriff shall not be entitled to any additional compensation for such appointment. Regardless of the appointments made pursuant to this Section, Sheriff and his/her Deputies shall be and remain agents and employees of COUNTY.

26. **GOOD FAITH.** Wherever in this Agreement a party has the right to approve an act of another party, the former shall exercise such discretion reasonably and in good faith. Similarly, where a party is required to satisfy a condition or complete an act in a certain fashion or within a specified time period, that party shall pursue such objectives in good faith and make all reasonable efforts to accomplish the same. The other party shall likewise in good faith cooperate and assist the other party in accomplishing this task to cause the consummation of the Agreement as intended herein.

27. **OTHER INSTRUMENTS.** The parties hereto shall, whenever and as often as reasonably requested to do so by the other party, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all documents and instruments as may be necessary, expedient or proper in the reasonable opinion of the requesting party to carry out the intent and purposes of this Agreement, provided that the requesting party shall bear the cost and expense of such further instruments or documents (except that each party shall bear its own attorneys' fees).

28. **CONSTRUCTION.** The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party, as each party has participated in the drafting of this document and had the opportunity to have their counsel review it. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa.

29. **ATTORNEYS' FEES.** If any action a law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover actual attorneys' fees incurred in bringing such action and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of the action and shall be paid whether or not such action is prosecuted to judgment. The attorneys' fees to be awarded the prevailing party may be determined by the court in the same action or in a separate action brought for that purpose. The attorneys' fees award shall not be computed in accordance with any court schedule but shall be made so as to fully reimburse for all attorneys' fees, paralegal fees, costs and expenses actually incurred in good faith regardless of the size of the judgment, it being the intention of the parties to fully compensate for all attorneys' fees, paralegal fees, costs and expenses paid or incurred in good faith.

30. **NO THIRD PARTY RIGHTS.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to his Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2002 after it is fully executed by the appropriate CONTRACTOR, then COUNTY, officials.

"COUNTY"
COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: 2/17/04

ATTEST:
MICHAEL F. BROWN,
CLERK OF THE BOARD

By: _____
Deputy

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By: _____
Chief Assistant County Counsel

APPROVED AS TO FORM:
JOHN A. FORNER
RISK MANAGER

for By: _____
Risk Manager

APPROVED AS TO FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____

APPROVED AS TO FORM:
SHERIFF JIM ANDERSON,
SHERIFF DEPARTMENT

By: _____

"CONTRACTOR"
CITY OF CARPINTERIA

By: _____
Mayor, Richard Weinberg

Date: 12/12/03

CITY OF CARPINTERIA
[ATTESTATION]

By: _____
Jayne Diaz, City Clerk

CITY OF CARPINTERIA
[CITY ATTORNEY]

By: _____
Peter N. Brown

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Exhibit A: Statement of Work

The purpose of Exhibit A is to describe and define the type and level of work to be performed.

1. Delivery of Services.

The COUNTY, through its Sheriff's Department, shall deliver General and Supplemental Law Enforcement Services within the incorporated limits of the City of Carpinteria according to the terms and conditions set forth herein. It is the mission of the Sheriff's Department to provide a high level of professional excellence; practice community oriented policing and conduct itself in a manner that is participatory in community matters and events; respond to calls for service promptly; protect lives and property to the best of its ability; initiate and maintain crime prevention programs and apprehend criminal offenders.

2. General Law Enforcement Services.

A. The COUNTY agrees to provide General Law Enforcement Services for CONTRACTOR, which constitute services related to 24-hour police patrol; detective units and investigation; all auxiliary and technical services provided by the Sheriff's Department in support of patrol and investigation; direct support and administrative functions as specified in Section 5 in "EXHIBIT D"; Dispatch services; and general traffic enforcement, accident investigation, vehicle abatement and parking control.

1. Labor and Materials. COUNTY shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to perform all duties and functions to maintain the level of service to be rendered hereunder. Notwithstanding anything contained herein, in all instances where special supplies, stationery, notices, forms and the like must be issued in the name of CONTRACTOR, the same shall be supplied by CONTRACTOR at CONTRACTOR'S cost and expense.

2. Marked Vehicles. Vehicles regularly utilized by COUNTY in connection with the performance of services under this Agreement shall be marked so as to designate such vehicles as City Police, using CONTRACTOR'S logo, as opposed to County Sheriff vehicles. Specialty vehicles or equipment used in the City limits may bear dual markings of CONTRACTOR and COUNTY when mutually agreed to by COUNTY and CONTRACTOR.

3. Prosecution of Offenses. The CONTRACTOR and COUNTY shall continue their existing practice regarding the prosecution of offenses, with CONTRACTOR being responsible for the prosecution of infractions and City Ordinances, and COUNTY, through the District Attorney's Office, being responsible for the prosecution of all other offenses. There shall be no cost effect on the parties under this Section.

4. Custody and Coroner Functions. COUNTY shall provide conventional custody and Coroner functions at the COUNTY'S obligation and expense during the term of this Agreement. Coroner functions include related toxicology lab tests. The CONTRACTOR will not be invoiced for Custody or Coroner services. This item is also addressed in Exhibit B, Paragraph 1(B).

B. Level of Service.

1. Standard of Enforcement. Except as otherwise provided for in this Agreement, the minimum level of law enforcement and support services provided under this Agreement shall be no less than the minimum level of enforcement and support services currently provided for the unincorporated area of the COUNTY by the Sheriff's Department during the term or any renewal of this Agreement. Under no circumstances will officer or public safety be compromised by a reduction in staffing level. The minimum level of law enforcement and support services provided under this Agreement will be constant, and COUNTY will provide necessary relief personnel for leave coverage for emergency responders (i.e., Deputy, Deputy II (Pat.)), including coverage for vacation time, disability leave, and other paid and unpaid leave time. This provision is not intended to, and will not require an increase in staffing above that required under Exhibit A-1 unless otherwise agreed to in writing by CONTRACTOR and COUNTY.

2. Modification of Supplemental Services. In consultation with and agreement by CONTRACTOR, the COUNTY may enhance the level of law enforcement services as defined under Paragraph 3, "Supplemental Law Enforcement Services." The level of service refers to the sum of the direct staffing plan, support functions, equipment, capital structures, major assets, services, supplies, and other incidental costs and services attributable to the provision of General Law Enforcement Services within the then current geographic boundaries of the City of Carpinteria.

3. No CONTRACTOR Modification. In the event the parties do not agree to modify the then-existing type or level of staffing provided under the terms of this Agreement, no action need be taken by CONTRACTOR or COUNTY and the then-existing type or level of staffing shall continue unchanged until a written request is made pursuant to this Section or otherwise modified pursuant to the terms of this Agreement.

4. Cost Computation. COUNTY'S computation of costs shall be as provided for in Exhibit B. Any disputes regarding the computation of costs under this Section shall be resolved pursuant to the "Dispute Resolution" Section.

C. Specialized Law Enforcement Functions. Specialized law enforcement functions, such as: K-9; Mounted Unit Patrol; Search & Rescue; Hostage Negotiations; Intelligence gathering; Special Enforcement (SWAT) Team; Dive Team, Mobile Command Unit; Hazardous Devices Team, Internal Affairs Investigation, Organized Crime/ Gang Intelligence Unit; Polygraph Services; Reserve Forces; Fugitive/Warrant Detail; DARE program; and/or Helicopter/fixed wing patrol will be provided within the City Limits as needed and when reasonably available and deemed appropriate by COUNTY on the same basis as provided to the unincorporated areas of COUNTY, at no additional charge to CONTRACTOR. In providing such specialized law enforcement functions, COUNTY will reasonably consider any request for such services by CONTRACTOR and will promptly inform CONTRACTOR if COUNTY will provide such requested services.

D. Community Relations Program. COUNTY will work cooperatively with CONTRACTOR in developing and implementing a Law Enforcement Community Relations Program that includes at a minimum the following components:

1. Deputy Orientation. Each new deputy assigned to work in the City of Carpinteria for a minimum of 30 days shall participate in an orientation program that includes introductions to key city staff, programs and projects (e.g., code compliance, new development, etc.) unique local laws, and representatives of community organizations and schools.

2. Community Resource Officer (CRO). A CRO position shall be maintained to serve the Carpinteria Community through COPS funding, or comparable, as long as such funding is available. If such funding is not available, a deputy assigned to Carpinteria shall be adequately trained to carry out CRO responsibilities. CRO responsibilities shall include but not be limited to, meeting with community groups for education, listening and responding to community concerns, coordinating law enforcement activities with City Departments (e.g., code enforcement, public works, parks and recreation, etc.,) and other public agencies and community groups as necessary.

3. Training. Deputies shall participate in annual training as directed by City that includes at a minimum familiarization with local laws, current code compliance issues and trends, and participation in pertinent City training programs that are offered.

4. Discussion Group Participation. A Sheriff's Department representative will assist a City representative in facilitating a law enforcement discussion group in the community. The purpose of participation will be to listen and respond to concerns of community groups or representatives, to learn about groups that are in need of assistance/education and to determine appropriate opportunities to interact with these groups in a positive way.

5. Community Relations Plan. The above Community Relations Program shall be implemented through a Plan that elaborates on the framework identified above. The Plan shall be jointly developed between the City and the Sheriff's Department and shall include performance measurements to ensure that the program expectations identified herein are being met on an annual basis. Any corrective measures that the City perceives to be appropriate shall be included in annual updates of the plan. Further the plan may change, from time to time, as agreed upon by both parties.

E. Grant Administration. COUNTY will work cooperatively with CONTRACTOR in developing and pursuing grant opportunities. COUNTY shall have the ability and authority to apply for, administer and implement grant opportunities for the benefit of the CONTRACTOR with the expressed written authorization of the CONTRACTOR.

F. Service Limitations of COUNTY. All references to General Law Enforcement Services contained in this Agreement are references only to services that shall be delivered under the terms of this Agreement.

3. **Supplemental Law Enforcement Services.**

A. Additional Level of Service.

1. Definition. Additional Level(s) of Service refers to supplemental law enforcement services not included in, "General Law Enforcement Services," as defined in Section 2, above. The CONTRACTOR may request an additional level of service such as, but not limited to: crossing guard supervision, license inspection and enforcement and/or grant programs that are within the legal authority of the COUNTY to provide. Another example is the application, administration and implementation of a supplemental grant program. The CONTRACTOR may request this additional level of service through the annual request for modification, by periodic City Minute Order and/or through written request of the CONTRACTOR'S Designated Representative to the COUNTY'S Designated Representative. The COUNTY will reasonably consider CONTRACTOR'S requests and, at its option, implement these requests with any additional, actual expense invoiced to the CONTRACTOR.

2. Grant Programs. If the additional level of service is tied to a grant program, the CONTRACTOR will be invoiced for actual, additional costs above the grant award for the applicable time period unless COUNTY and CONTRACTOR agree otherwise. This assumes that any grant funds are received directly by the COUNTY. CONTRACTOR may request and COUNTY may provide cost estimates prior to the submission of a grant request. CONTRACTOR understands that actual, additional costs may vary slightly (high or low) from original estimates, and that COUNTY will advise CONTRACTOR of the range of such variance prior to the submission of the grant request. Any supplemental, material expenses related to ongoing grant programs will be recommended by COUNTY to CONTRACTOR in advance of purchase, and CONTRACTOR may approve such expenses at its option. CONTRACTOR understands and accepts that if a supplemental item related to an ongoing grant program is not approved by the CONTRACTOR, the COUNTY may exercise the option to refrain from further work on the grant program if the inability to obtain such supplemental item reasonably prevents COUNTY from performing its obligations under the grant program. The COUNTY will apply Departmental and/or County overhead to a grant cost when the provisions of the grant allow for the accounting of overhead expense, and will advise CONTRACTOR of such overhead costs prior to the submission of the grant request. CONTRACTOR understands and accepts any ongoing fiscal, staffing, and/or programmatic obligations incurred in the acceptance of a grant that could not have been foreseen by COUNTY prior to the acceptance of the grant program by CONTRACTOR. An example of such an obligation may include a grant requirement to retain a staffing position for a time period beyond the original grant award period.

B. One-time or Periodic Law Enforcement Services.

1. Definition. One-time or Periodic Law Enforcement Services refers to the provision of periodic or one-time enhancements to the level of General Law Enforcement Services provided, such as, but not limited to: enhanced summer staffing, additional security for special events or response to natural disasters. These are examples of planned and / or unplanned events usually requiring supplemental, short-term law enforcement services. For planned events, upon written request, or verbal request if written request is not feasible, of the

CONTRACTOR to the COUNTY, the COUNTY will review and recommend the appropriate level of service for the event or occurrence and provide the CONTRACTOR with services within the available staffing and legal authority of the COUNTY. COUNTY shall promptly respond to such request in writing, confirming that the Services will be provided, the recommended level of service, the manner in which the service will be staffed (see section 4 below) and the estimated cost, if any. In the instance of an unplanned event requiring supplemental law enforcement services in order to maintain public safety, the COUNTY will immediately respond with an additional level of law enforcement service as determined by the COUNTY in order to reasonably respond to the unplanned event. Notwithstanding the above, enhanced summer staffing on an overtime basis will continue unless CONTRACTOR otherwise notifies COUNTY in writing.

2. Contractor Cost. The CONTRACTOR will be invoiced for actual, additional costs of any and all One-time or Periodic Law Enforcement Services unless there exists no actual, additional cost (Example described in Paragraph 3(B) (4)). CONTRACTOR may request a written cost estimate in advance of a planned event and CONTRACTOR understands and accepts that actual, additional costs of the event may vary (high or low) from the estimate.

3. Request Process for Planned Events. If and when time permits, the request for One-time or Periodic Law Enforcement Services shall be memorialized in writing between the two parties through their respective Designated Representatives. The writing will describe the nature of the event, specific dates, times and addresses and may include a suggested level of service. The CONTRACTOR will provide COUNTY with as much advance notice as is possible and practical prior to the event, for COUNTY scheduling purposes. For the purposes of this Agreement, the written communication may be by letter, fax and/or email with any of these written instruments treated as an original and official request.

4. Provision of One-time or Periodic Services. The COUNTY shall grant such requests if and when it is capable of doing so. This will first be accomplished using existing staff during regularly scheduled work hours if/when the provision of such services would not unreasonably interfere with the Sheriff's provision of general law enforcement services to the unincorporated portion of the County. If the request can be accomplished within the regularly scheduled hours that are already included within this Agreement, there may be no actual, additional expense incurred by the CONTRACTOR. The second staffing priority will be the use of additional personnel through overtime scheduling of the Sheriff's Department staff. The third staffing priority will be provided by means of COUNTY'S request of additional personnel from a neighboring law enforcement agency, in which case COUNTY shall coordinate the services to be provided by the neighboring law enforcement agency. COUNTY shall consult with CONTRACTOR in the event any request is to be staffed under the second or third staffing priority. Any additional personnel and/or equipment used in the provision of supplemental law enforcement services will be invoiced above the base contract amount in a manner described in Exhibit B. The priorities set forth herein are designed to keep CONTRACTOR'S costs to a minimum and are consistent with current practice.

5. Use of Private Security Personnel. CONTRACTOR with concurrence of COUNTY, which concurrence will not be unreasonably withheld, may utilize private security personnel to provide security services, when appropriate, within the scope of One-time or Periodic Law Enforcement Services. For example, private security personnel may be appropriate to

provide additional security for special events, but may not be appropriate to respond to natural disasters.

4. **Dispute Resolution.**

A. Dispute Resolution. In the event CONTRACTOR disputes any increase in compensation due or charges for services or functions performed under the terms of this Agreement, written notice stating the basis of the dispute, including the amount disputed, if any, shall be provided to COUNTY within thirty (30) days of the event giving rise to the dispute, including within thirty (30) days of CONTRACTOR'S receipt of any billing statement. During the next thirty (30) days, the parties shall engage in good faith efforts to resolve the dispute through the appropriate internal hierarchy of each agency. If the dispute remains unresolved, the matter shall be referred to the Dispute Resolution Panel referenced below in Paragraph 4(B).

B. Dispute Resolution Panel. The dispute resolution panel shall consist of three (3) members, one appointed by CONTRACTOR, one appointed by COUNTY, and a third member as mutually agreed to by the two aforesaid Designees. Designees may be the same or different people than the named Designated Representatives in Paragraph 1. In the event the third member of the panel cannot be agreed upon, they shall be appointed pursuant to the Commercial Rules of the American Arbitration Association unless the parties mutually agree to choose a third party in another manner. The Dispute Resolution Panel shall convene and hear presentations and documentary evidence from the parties. The rules of evidence shall not apply during the Hearing; and, the proceedings shall be conducted as determined by majority vote of the members of the panel. At the conclusion of the hearing, the panel shall deliberate and render a written decision by majority vote, which shall be final and binding on the parties. In the event the dispute resolution panel incurs any costs or expenses, such costs shall be shared equally by the CONTRACTOR and COUNTY. It is the intent of the parties that the dispute resolution procedures provided for hereunder shall be conducted in as expeditious manner as possible.

5. **Personnel Management.**

A. Hiring, Training and Discipline of Staff. The hiring, training, discipline and/or control of all Sheriff's Department personnel employed under this Agreement shall remain under the appropriate chain-of-command within the COUNTY Sheriff's Department. All persons employed in the performance of services and functions for CONTRACTOR pursuant to this Agreement shall be COUNTY employees.

B. Exclusive Authority. Subject to the terms of this Agreement, the Sheriff shall retain exclusive authority over the activities of his/her personnel. The planning, organization, scheduling, direction, supervision, standards of performance and discipline of Sheriff's personnel, and all other related matters incidental to the delivery of General Law Enforcement Services to CONTRACTOR shall be as determined by the Sheriff. Nothing herein shall be deemed to limit the Sheriff's authority to move, transfer and / or discipline Sheriff's Department personnel as Sheriff in his / her discretion deems appropriate. COUNTY will consult with CONTRACTOR prior to moving or transferring any personnel ranked Sergeant or higher who are regularly assigned to the delivery of General Law Enforcement Services to CONTRACTOR. COUNTY will also consult with CONTRACTOR prior

to moving or transferring any sworn personnel previously employed by CONTRACTOR's police department, and will not move or transfer such personnel unless due to disciplinary reasons, the employee's request, or promotion or to enhance the service provided to CONTRACTOR under this Agreement.

C. Contractor Personnel Recommendations. CONTRACTOR may recommend the discipline or transfer of Sheriff's personnel as a consequence of services and functions performed under this Agreement, and such recommendation shall be considered in good faith by Sheriff in determining the appropriate course of action, if any. The CONTRACTOR may make these requests through the Designated Representative.

D. Employee Pay Issues. CONTRACTOR shall not assume any liability for the direct payment of any salaries, wages or other compensation to any COUNTY personnel performing services hereunder for CONTRACTOR. CONTRACTOR shall not be liable for Workers' Compensation claims or indemnity to any COUNTY employee for injury or sickness arising out of his or her employment with the COUNTY. No person employed by COUNTY hereunder shall have any rights to pension, civil service, or other status or right from CONTRACTOR by virtue of this Agreement; and no CONTRACTOR employee shall have any rights to pension, civil service or other status or right from the COUNTY by virtue of this Agreement. In the event the sworn personnel of the Sheriff's Department engage in any concerted job action which reduces available personnel to provide services under this Agreement, COUNTY will make its best effort to continue staffing for CONTRACTOR as required under this Agreement. Should COUNTY be unable to maintain such staffing for any period of time, CONTRACTOR shall be credited with a pro rata reduction in the costs due COUNTY consistent with the cost provisions of this Agreement.

E. Orientation. Personnel assigned to CONTACTOR pursuant to the terms of this Agreement shall receive appropriate orientation regarding the special characteristics and needs of CONTRACTOR, pursuant to Section 2., D. above. Such orientation shall include the importance of community policing techniques and customer service, an introduction to CONTRACTOR's management personnel and a meeting with the City Manager.

6. **Enforcement of State and Municipal Laws.**

Sheriff shall enforce the statutes of the State of California and the municipal police and public safety ordinances of the City of Carpinteria. The enforcement of such municipal police and public safety ordinances shall be in connection with the performance of the Sheriff's law enforcement functions within the boundaries of the City of Carpinteria. It is understood by the parties that Sheriff may assist in the enforcement of City of Carpinteria Municipal Code provisions, as necessary or requested, in cooperation with Contractor's Code Enforcement personnel.

7. **Mutual Cooperation.**

To facilitate the delivery of services under this Agreement, COUNTY shall have full cooperation and assistance from CONTRACTOR, its officers, agents and employees and the CONTRACTOR shall have full cooperation and assistance from COUNTY, its officers, agents and employees.

8. **Maintenance of Records.**

COUNTY shall keep reasonably itemized and detailed records and reports as required by law, grants and/or generally accepted accounting principles on behalf of CONTRACTOR. CONTRACTOR records shall be maintained by the COUNTY pursuant to COUNTY practice and as required by law, and shall be available to CONTRACTOR for inspection after reasonable prior notice to COUNTY. CONTRACTOR understands and accepts that various records may be destroyed after specific time periods have passed and thus unavailable for inspection

9. **Monthly and Annual Reports.**

Within fifteen (15) days after the end of each calendar month, COUNTY shall provide CONTRACTOR a monthly report of law enforcement service statistics as set forth in Exhibit A-2 hereto. COUNTY further shall provide CONTRACTOR an annual report as provided for under CONTRACTOR Ordinance, if/when applicable. COUNTY and CONTRACTOR may work together to modify the format and content of the report as needed and when practical.

Exhibit A-1: Staffing Plan

General Law Enforcement Services, Minimum Level of Staffing for first year of contract:

8.00 FTE	Sheriff's Deputy
2.00 FTE	Sheriff's Deputy II (Detective.)
2.00 FTE	Sheriff's Deputy (Patrol.)
2.66 FTE	Sheriff's Sergeant
.56 FTE	Sheriff's Lieutenant
.125 FTE	Sheriff's Commander
1.00 FTE	Administrative Secretary

Exhibit A-2: Monthly Report Sample
List of Collected Statistics

Activity Statistics
- Murder
- Rape
- Robbery
- Assault
- Burglary: Residential
  - Vehicle
  - Other
- Grand Theft
- Auto Theft
- Check Offenses
- Sex Offenses
- Thefts: $50 and Over
  - Under $50
- Arson

Arrests
- Felony
- Misdemeanor
- Drunk Driving

Citations
- Moving
- Equipment
- Other (B&P, CMC, H&S)
- Parking
- Reported Loss (in dollars)
- Reported Recovery (in dollars)

Case Load
- Calls for Service
- Reports Written
- 9-1-1 Calls Received

Miscellaneous Activity and Information
- Radar Violations
- Traffic Accidents
- Bar Checks
- Citizen Assists
- Mutual Aid: Rendered
  - Received

Personnel Statistics (sworn personnel)
- Total Straight Time Hours
- Overtime Hours
- Court Time Hours
- Sick Time Off
- Compensatory Time Off
- Vacation Time Taken
- Industrial Disability Leave Time Off
- Bereavement Leave
- Miscellaneous Time Off (specify)[1]

Community Outreach Efforts

This Exhibit is provided as a starting point for the first contract period and may be revised over time.

[1] *This information may be provided in a variety of formats, including for example, graphs.*

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Exhibit B: Payment Methodology

The purpose of Exhibit B is to address contract fiscal issues.

1. **General Compensation.**

A. General. By entering into this Agreement, the parties intend to establish a predictable and consistent compensation calculation for General Law Enforcement Services to be provided by COUNTY for CONTRACTOR during the term of this Agreement. The parties acknowledge that adjustments to this compensation calculation may be made annually for the following reasons: 1) Change in labor agreement with any labor group that results in increased personnel costs to Sheriff Department; 2) Change in the cost of an existing benefit, e.g., health care insurance, that results in an increase in personnel costs to the Sheriff Department; 3) Change in overhead costs (see Exhibit D, Paragraph 5); 4) Change in level of service; and 5) Change in Service and Supply cost (see Exhibit D, Paragraph 4). The parties further acknowledge that compensation calculation and any request for an annual rate re-computation will be done in accordance with the terms of this Agreement, including this Exhibit B and Exhibit D. Unless the parties agree otherwise in writing, any annual adjustment in the compensation paid by CONTRACTOR for General Law Enforcement Services under this Agreement shall become effective July 1 of that year, and there shall be no retroactive charges or adjustments applied in connection with any such annual compensation increase.

The parties further acknowledge that the annual compensation paid by CONTRACTOR for General Law Enforcement Services does not include any actual, additional costs associated with Supplemental Law Enforcement Services (as described in Exhibit A, Paragraph 3), and also does not include any other mutually agreed upon expense that arises during the term of the Agreement. Examples include the CONTRACTOR's request to participate in a COUNTY bid process, or sharing a purchasing contract for the purpose of quantity discount to the benefit of both parties.

B. COUNTY Obligations. CONTRACTOR will not be billed for Countywide overhead. COUNTY shall not charge CONTRACTOR for any service or function performed by the COUNTY attributable to services made available to all portions of the COUNTY, such as Custody or Coroner services, as referenced in Exhibit A (2)(B) and A(2)(C).

C. Initial Compensation. The initial compensation to be paid by the CONTRACTOR to the COUNTY for General Law Enforcement Services under this Agreement for the fiscal year beginning July 1, 2002 shall be as described in Exhibit D hereto. The calculation will be performed as described in Exhibit B, Paragraph 2, which follows this paragraph. The Initial Compensation calculation will not include Supplemental Law Enforcement expenses.

2. **Annual Recomputation of Compensation**

A. Recomputation of General Law Enforcement Services. Except as otherwise specified hereinafter, the total amount charged for General Law Enforcement Services, as defined in Exhibit A, Paragraph 2, shall be recomputed annually on or before May 15th of each calendar year for the following fiscal year, with the fiscal year defined as July 1st through June 30th. On or before March 31 COUNTY will provide CONTRACTOR with estimates of contract costs and other cost indicators, including a detailed explanation of the method and basis for the recomputation. On or before May 15 COUNTY will provide CONTRACTOR with the final figures representing the total amount to be charged for General Law Enforcement Services for the following fiscal year, including a detailed explanation of the basis for any changes from the estimates of contract costs and other cost indicators previously provided to CONTRACTOR under this provision (Recomputation Notice). The recomputation calculation shall be determined by the COUNTY in accordance with the terms of this Agreement, based on the adjusted costs of providing General Law Enforcement Services described in Exhibit A, Paragraph 2. The total contract amount for the applicable fiscal year will be effective July 1st of that fiscal year, subject to appeal by CONTRACTOR as provided in Exhibit A, Paragraph 4, above. The parties intend that staff representatives of the COUNTY and CONTRACTOR are to meet during the calculation process and prior to any formal presentation before their respective governing bodies. Should CONTRACTOR dispute the annual recomputation of the amount charged for General Law Enforcement Services, CONTRACTOR shall advise COUNTY of the basis for this dispute within sixty (60) days of CONTRACTOR's receipt of the Recomputation Notice. The parties shall attempt to resolve this dispute over the next thirty (30) day period. In the event the dispute cannot be resolved by the parties, the matter shall be submitted to a dispute resolution panel in accordance with the provisions of Exhibit A, Section 4(B).

B. Material Changes to Service Level. In the event that the CONTRACTOR desires to modify the then-existing type or level of staffing provided under the terms of this Agreement - in addition to other procedures set forth in this Agreement - the CONTRACTOR will make a written request to the COUNTY in December of each year for changes to be applied to the succeeding fiscal year. The CONTRACTOR'S request shall detail the specific type and level of staffing the CONTRACTOR desires. The CONTRACTOR acknowledges that the costs of such services may impact the total, negotiated contract for the relevant fiscal year. COUNTY shall review said annual request within thirty (30) days of COUNTY'S receipt thereof and acknowledge acceptance or rejection by letter to the CONTRACTOR'S Designated Representative. COUNTY reserves the right and responsibility to maintain a minimum advisable level of service throughout the unincorporated and contract areas. Upon notice from COUNTY of acceptance or partial acceptance of said annual request, and the cost of providing the type or level of staffing therein agreed upon, the parties shall prepare and execute a written amendment to this Agreement as to the terms and conditions set forth in said annual request and acceptance; all other terms set forth in this Agreement shall continue in full force and effect. In the event COUNTY rejects all or any portion of said annual request, the then-existing type and level of staffing shall remain in full force and effect, as modified by the acceptable portions of said annual request, until such time that the parties reach agreement as to the rejected portions of said annual request.

C. Payment Process. The total cost for General Law Enforcement Services for the applicable fiscal year will be divided by twelve (12) months and invoiced monthly to the CONTRACTOR for full payment on or before the 25th of the applicable month in which services are rendered. For example, law enforcement services provided in the month of July are due July 25th. The purpose of this specific due date is to match earned obligations with earned receipts in the same accounting period, which benefits both parties administratively. CONTRACTOR'S payment shall be made by check or electronic transfer. A check shall be made payable to the order of, "Santa Barbara County Sheriff's Department" and mailed to the COUNTY address specified in Paragraph 1, Designated Representative, unless otherwise directed in writing by COUNTY. If such payment is not delivered to the COUNTY office within thirty (30) days of the respective due date, COUNTY is entitled to recover interest thereon. Said interest shall be assessed using the COUNTY'S pooled interest rate in effect at the time; it shall commence thirty (30) days after the date of the receipt of the invoice by CONTRACTOR and continue until such time as the payment is delivered to the COUNTY office described on said invoice.

D. Salary/Benefit Changes. In the event that the compensation, including wages, retirement and benefits, of COUNTY officers and employees is changed such that it causes an increase in the total monthly compensation due to the COUNTY under this Agreement, the following procedures shall be followed. The effective date for any resulting increase in total monthly compensation shall be either the start of a fiscal year or, if the salary/benefit changes were not able to be included in the recomputation formula for the relevant fiscal year, the increase in the total monthly compensation due to COUNTY will be readjusted pursuant to the effective date of the applicable COUNTY Personnel and Salary Ordinance and/or Resolution(s) and in accordance with the provisions of this section. The maximum amount that the total monthly compensation due to the COUNTY may be increased in any six (6) month period due to salary/benefit changes shall be limited to five percent (5%) of the total monthly compensation amount. This limitation on the increase in total monthly compensation does not include increases in total monthly compensation resulting from causes under this Agreement not related to salary/benefit changes, if any. When the salary/benefit changes occur during the fiscal year, CONTRACTOR shall be notified in writing of the new rates involving changes in compensation established by COUNTY within thirty (30) days after the adoption of the COUNTY Personnel and Salary Ordinance and/or Resolution.

E. Revised Exhibit D. A revised Exhibit "D", (to be called Exhibit D-1, D-2, etc., and dated with the effective date of said Exhibit) shall be provided by COUNTY to CONTRACTOR showing rate adjustments and the consequent adjustment in monthly compensation due COUNTY whenever there is any recomputation of compensation due COUNTY. Any such revised Exhibit D shall constitute an amendment to this Agreement upon signature by the designees of each party hereto. The format of Exhibit D may be revised from time-to-time by mutual agreement of the parties according current accounting practices, service changes, CONTRACTOR-requested changes in format or other unforeseen circumstances at the time of this Agreement.

F. Future Annexation. In the event that the CONTRACTOR annexes any new area near the incorporated City limits, COUNTY will continue or begin to provide law enforcement services to that annexed area under the terms of this Agreement, with the understanding that staffing levels may be changed to provide such services. Additionally, within thirty (30) days of applicable annexation, the parties shall meet to address the compensation due to COUNTY by CONTRACTOR to serve the newly-annexed area(s) in order to adjust such compensation consistent with the terms of this Agreement. In the event Montecito or any other entity incorporates as a municipal entity within the County of Santa Barbara during the term of this Agreement, and police services for such municipal entity is to be provided by Sheriff out of the Southern Division, appropriate adjustments shall be made in the compensation due under the terms of this Agreement. Within thirty (30) days of the effective date of such incorporation, the parties shall meet and discuss the recomputation of compensation due to COUNTY under this Agreement as a consequence of any such incorporation. In the event the parties cannot agree on the amount of the adjustment to be made under this Section, the dispute will be resolved pursuant to the procedures set forth in Appendix A, Section 4.

3. **Supplemental Law Enforcement Services.**

A. Annual Contract. CONTRACTOR costs for Supplemental Law Enforcement services, as defined in Exhibit A, Paragraph 3 will not be included in the total contract amount.

B. Estimates. CONTRACTOR may request an estimated cost from COUNTY for budget preparation and planning purposes for the fiscal year or incident in question. CONTRACTOR understands and accepts that such an estimate in no way represents any minimum or maximum charge to CONTRACTOR.

C. Cost Tracking & Invoicing. The actual, additional costs related to providing supplemental law enforcement services will be tracked through the COUNTY'S Financial System (currently referred to as "FIN") and reviewed prior to preparing a summary invoice. The COUNTY will send an invoice to the CONTRACTOR within 90 days of the conclusion of the work performed. A detailed listing of these charges will be kept on file at the COUNTY office and made available to CONTRACTOR upon written request. These records will be maintained for a period of one year after the date of the original invoice.

D. Payment Process. CONTRACTOR payment for Supplemental Law Enforcement services is due to the COUNTY within thirty (30) days of the date of the invoice. Payment will be made payable to: **"Santa Barbara County Sheriff" and mailed to: Santa Barbara County Sheriff Dept., Attention: Business Office, P.O. Box 6427, Santa Barbara, CA 93160-6427.** If such payment is not delivered to the COUNTY office within thirty days after the date of the invoice, COUNTY is entitled to recover interest thereon. Said interest shall be assessed using the COUNTY'S pooled interest rate in effect at the time; it shall commence thirty (30) days after the date of the invoice and continue until such time as the payment is delivered to the COUNTY office described on said invoice.

4. Miscellaneous

A. Booking Fees. CONTRACTOR will not be responsible for the payment of booking fees to the COUNTY.

B. Third Party Reimbursements. CONTRACTOR may seek direct reimbursement of Supplemental Law Enforcement Services from a third party when applicable. An example of an applicable situation occurs when the CONTRACTOR collects a fee or deposit from a film crew, pays the COUNTY for services provided, and then charges the film crew for the expense from the deposit.

C. Facilities. The COUNTY makes no guarantees regarding the negotiation of gratis "Store Front" facilities within the City of Carpinteria for law enforcement use.

D. Lease of Carpinteria Station Office. During the term of this Agreement, COUNTY shall continue leasing from City the existing City Police Department's office space located at 5775 Carpinteria Avenue, Carpinteria, California, to serve as the Sheriff's Department's Carpinteria Station. The terms of the existing lease shall continue in effect until modified or terminated pursuant to the terms of said lease. This lease shall be considered extended as part of any extension of this contract.

E. Other Law Enforcement Agencies. The COUNTY makes no guarantees regarding the ability to negotiate services from other law enforcement agencies on behalf of the CONTRACTOR, but shall make a good faith effort to obtain such services when appropriate.

F. Seizure Funds. Federal and /or State Seizure or Forfeiture funds distributed back to the Sheriff's Department stemming from cases within the incorporated areas of the City of Carpinteria or as a result of law enforcement services rendered under the terms of this Agreement shall be shared with the CONTRACTOR in accordance with applicable State and/or Federal laws. If the distribution of such funds is not specifically governed by State and/or Federal laws, the funds shall be distributed as follows:

(1) If the seizure and/or forfeiture is initiated as a direct result of law enforcement services rendered under the terms of this Agreement (e.g., contracted City Patrol and Detective Services), the funds shall be distributed 80% to CONTRACTOR and 20% to Sheriff.

(2) If the seizure and/or forfeiture is partially a result of law enforcement services rendered under the terms of this Agreement or occurs within the boundaries of the City of Carpinteria, (e.g., material involvement of other law enforcement agencies) CONTRACTOR shall receive a reasonable percentage of the funds according to each individual situation, and in accordance with then existing law and practice.

The responsibility for any and all subsequent Agreements, Guidelines and / or reports required under applicable State and / or Federal laws pertaining to such funds shall be determined on a case-by-case basis. Any dispute regarding the application of this section shall be resolved through the Dispute Resolution process defined in Exhibit A, Paragraph 4.

G. Parking Citation Funds. As a general law enforcement support service, parking citations will be processed by COUNTY through the Sheriff's collection contractor. Funds for payment of parking citations shall be sent directly to Sheriff and that portion of the funds so collected and allocated by law to CONTRACTOR shall be remitted to CONTRACTOR within fifteen (15) days after the end of the month in which the funds are received by Sheriff.

H. Overtime Compensation.

(1) Court Time. If call out does not occur during the employee's regular shift time, CONTRACTOR shall pay for court call out time at the overtime rate as required.

(2) Operational Overtime. Although it is the sincere intent of the COUNTY to minimize overtime through effective supervisory and managerial controls, the very nature of Law Enforcement Patrol Operations creates scenarios where overtime situations are unavoidable. The parties recognize that patrol personnel may be working a case and cannot discontinue their efforts at the end of the shift. Some examples of cases where overtime may be incurred are: arrest documentation, booking of prisoners, crime scene investigations, DUI investigations, traffic investigations, death notifications/investigations, investigation and documentation of serious offenses. Under these circumstances, as well as other situations where overtime cannot be avoided, CONTRACTOR shall pay the required compensation which cannot be mitigated by time off within the pay period as allowed by law.

(3) Detective Overtime. The parties recognize that infrequently detective personnel may be working a case and cannot discontinue their efforts at the end of the shift. Under this limited circumstance, CONTRACTOR shall pay required overtime compensation which cannot be mitigated by time off within the pay period as allowed by law.

The COUNTY shall submit invoices to CONTRACTOR on a monthly basis, showing the amount and nature of overtime incurred during that month, and setting forth the amount due for the payment of such overtime. The Commander and/or Lieutenant will meet with the CITY's representative(s) each month to discuss the overtime incurred, anticipated future overtime, ways to reduce overtime and other pertinent concerns. Any objections to the claimed overtime shall be brought to COUNTY's attention within twenty (20) days of CONTRACTOR's receipt of the monthly overtime invoice. Absent such an objection, CONTRACTOR agrees to submit to the County's Auditor-Controller payment for such monthly overtime as invoiced within thirty (30) days after receipt of the monthly overtime invoice.

Exhibit C: Special Indemnification & Insurance Provisions

The purpose of Exhibit C is to address liability & insurance issues.

1. **Indemnification**

A. Indemnification by CONTRACTOR. CONTRACTOR shall indemnify, defend and hold COUNTY and COUNTY'S agents, officers, elected officials and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorney's fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provisions, including those circumstances where COUNTY lawfully enforces municipal ordinances that are later deemed or declared unconstitutional, or other cause which arises out of, relates to or results from the activities or omissions, negligent or otherwise, under this Agreement of CONTRACTOR, and CONTRACTOR'S officers, agents, elected officials and employees.

B. Indemnification by COUNTY. COUNTY shall indemnify, defend and hold CONTRACTOR, and CONTRACTOR'S agents, officers, elected officials, and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorney's fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arises out of, relates to or results from the activities or omissions, negligent or otherwise, under this Agreement of COUNTY, and COUNTY'S officers, agents, elected officials and employees, including performing or authorizing the performance of, or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

C. No Agency. Except as otherwise specified herein, for the purposes of this section, CONTRACTOR shall not be deemed to be COUNTY'S agent and COUNTY shall not be deemed to be CONTRACTOR'S agent.

D. Notification. Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this section, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

E. Continuing Obligation. To the extent that COUNTY has agreed to indemnify, defend and hold harmless CONTRACTOR, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement. To the extent that CONTRACTOR has agreed to indemnify, defend and hold harmless COUNTY, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

F. Insurance. Either party may purchase commercial insurance to cover its exposure hereunder, in whole or in part.

2. Insurance

A. Workers' Compensation. COUNTY warrants that it is permissibly self-insured for workers' compensation coverage and agrees that its employees providing services to CONTRACTOR pursuant to this Agreement will be covered by COUNTY'S self-insurance program for all injuries arising out of or occurring in the course and scope of their employment. COUNTY reserves the right at its sole discretion to purchase a workers' compensation policy at any time during the term of this Agreement.

B. Liability. COUNTY warrants that it is self-insured for liability and property damage claims up to its current self-insured retention and that it purchases excess liability insurance for claims in excess of that amount. CONTRACTOR shall maintain insurance or be self-insured, including through a joint powers insurance authority, against claims for liability and property damage in an amount of not less than Two Million Dollars ($2,000,000), combined single limit coverage. COUNTY shall be named as an additional insured on any liability policy of CONTRACTOR. The parties shall maintain such insurance coverage in full force and effect during the term of this Agreement.

C. Proof of Insurance. Upon request by either party, the other party shall provide evidence of the above insurance coverage, listing the other party as an additional insured. Each such insurance coverage policy shall provide that such policy may not be canceled or changed except after at least thirty (30) days prior written notice to the other party. The foregoing insurance coverage shall not limit the indemnification obligations for the parties as set forth in the above listed indemnification, and the failure to maintain said coverage shall constitute a material breach of this Agreement.

Exhibit D: Compensation Formulas

1. **Personnel (salaries and all related benefits).** Personnel costs and all related fringe benefit costs (Salaries and Benefits) are based upon an average cost of each employee classification within the Law Enforcement Operations budget. This average cost is determined by the total cost for Salary and Benefits for each classification (e.g., Deputy, Deputy II, Sergeant, Lieutenant, Commander, Administrative Secretary, etc.) divided by the total budgeted positions for each particular classification in the Law Enforcement Operations budget. The average cost for Salary and Benefits for each classification is then multiplied by the number of positions in that classification provided to the City under the terms of this Agreement.

As an example, compensation for Salaries and Benefits based on the Law Enforcement Operations 2002-2003 fiscal year budget is determined as follows:

Number of Positions	Title	Average Cost	Total Cost
8.00 FTE	Deputy	$80,945	$647,560
2.00 FTE	Deputy II (Det.)	86,957	173,914
2.00 FTE	Deputy (Pat.)	86,957	173,914
2.66 FTE	Sergeant	101,003	268,688
.56 FTE	Lieutenant	123,217	69,022
.125 FTE	Commander	142,987	17,873
1.00 FTE	Admin. Secretary	51,972	51,972
16.35 FTE (Rounded)			$1,402,903

Charges related to Unemployment Insurance, Workers' Compensation and Liability Insurance are calculated in a similar manner. The total for each employee is determined by taking the gross insurance cost and dividing this number by the number of employees in the Law Enforcement Operations budget. The average employee cost is then multiplied by the total number of City contract FTEs' resulting in the City cost for this category.

For example, insurance charges for Law Enforcement Operations employees were calculated in the following manner for fiscal year 2002-2003:

Type	Total LEO FTE's	Gross Amount	Average Per FTE
Unemployment	303.43	$30,022	$99
Workers' Compensation	303.43	1,189,225	3,919
Liability	303.43	403,551	1,330
			Total $5,348

$5,348 x 16.35 FTE= $87,440

NOTE: The Sheriff's Department will continue to participate in programs designed to prevent employee accidents and injuries as well as programs aimed at accelerating the return of injured employees to the workplace.

2. **Vehicle Fleet.** Vehicles operated by Sheriff's personnel are leased from County Vehicle Operations. Different rate structures apply to various classes of vehicles (Patrol cars, Administrative, etc.). The lease rates the Department is charged reflect maintenance, operating costs and depreciation.

Vehicle fleet charges to the City are determined by dividing the budgeted Law Enforcement Operations motor pool expense by the number of sworn Law Enforcement Operations employees in order to establish a cost per sworn Full-time equivalent (FTE). The City is then charged an amount based on the number of City sworn FTE's.

For example, there are 217.30 sworn FTE's in the fiscal year 2002-2003 Law Enforcement Operations budget. Gross Motor Pool Expenses are listed as $1,254,537 in the same budget. $1,254,537 divided by 217.30 FTE results in a per sworn FTE cost of $5,773. This number multiplied by the number of City sworn FTE's represents the City Vehicle Fleet Cost ($5,773 x 15.35 = $88,616).

3. **Radio Communications System.** Compensation for Communication System is calculated by first determining the total amount budgeted for radio maintenance in the Law Enforcement Operation budget, dividing this budgeted amount by the number of sworn budgeted positions in the Law Enforcement Operation budget, excluding Dispatch, Coroner, and Toxicology positions, and multiplying the resulting per position average figure by the number of sworn positions provided City under this Agreement.

As an example, compensation for Communication System based on County's Law Enforcement Operations 2002-2003 fiscal year budget is calculated based on a budget for Communication System of $163,007 divided by 213.80 sworn budgeted positions, excluding Dispatch, Coroner, and Toxicology positions, which equals $762 per position, and then multiplying this figure by 15.35 sworn positions, which results in a total cost of $11,697.

4. **Shift Differential, Telephone, Service and Supply.** Shift differential pay is premium pay paid to non-sworn employees that work afternoon or graveyard shifts. The City pays a portion of this Law Enforcement Operations expense based upon the number of the City's FTE's.

Compensation for shift differential is calculated by first determining the gross amount budgeted for shift differential in the Law Enforcement Operations budget, and excluding budgeted shift differential for dispatch, and multiplying this adjusted amount by the City percentage of Law Enforcement Operations.

As an example, compensation for shift differential based on County's Law Enforcement Operations 2002-2003 fiscal year budget is calculated based on a budget for shift differential of $38,000, excluding a budgeted amount for dispatcher shift differential of $25,000, equaling $13,000. This adjusted amount ($13,000) is multiplied by the percentage of City FTE's (7.18%) resulting in the City cost of $933.

Telephone expenses are related to long distance charges and cell phone expenses. The City pays a portion of the Law Enforcement Operations budgeted expense based upon the number of the City's FTE's.

Compensation for telephone charges is calculated by first determining the total amount budgeted for telephone in the Law Enforcement Operations budget, dividing this amount by the number of budgeted positions in the Law Enforcement Operations budget, excluding Dispatch positions, and multiplying the resulting per position average figure by the number of positions, sworn and unsworn, provided City under this Agreement.

As an example, compensation for telephone charges based on County's Law Enforcement Operations 2002-2003 fiscal year budget is calculated based on a budget for telephone charges of $51,103, divided by the Law Enforcement Operations budgeted positions, excluding Dispatch, Coroner, and Toxicology positions (269.93), which equals $189 per position, and then multiplying this figure by 16.35 positions, which results in a total cost of $3,090.

Service and Supply costs include a variety of accounts ranging from office supplies to training expenses. Compensation for Service and Supply charges is calculated by first determining the total amount budgeted for Service and Supply in the Law Enforcement Operations budget, dividing this amount by the number of budgeted positions in the Law Enforcement Operations budget, excluding Dispatch, Coroner, and Toxicology positions, and multiplying the resulting per position average figure by the number of positions, sworn and unsworn, provided City under this Agreement.

As an example, compensation for Service and Supply charges based on County's Law Enforcement Operations 2002-2003 fiscal year budget is calculated based on a budget for Service and Supply charges of $1,444,116, divided by the Law Enforcement Operations budgeted positions, excluding Dispatch, Coroner, and Toxicology positions (269.93), which equals $5,350 per position, and then multiplying this figure by 16.35 positions, which results in a total cost of $87,473.

5. **Administration.** The City does not pay for County overhead and administration but only pays for Department administration costs related to administrative supervision and management, information technology, human resources, payroll, workers compensation administration, internal affairs, training and fiscal services.

Each year the Department's overhead rate is calculated via OMB Circular A-87 guidelines and is certified by the County Auditor-Controller. Once the rate is established, the City cost is calculated by multiplying the percentage rate against the contract direct salaries and benefits.

As an example, compensation for Sheriff's Department Administration is based on the total City Salary and Benefits amount of $1,490,631, multiplied by Fiscal Year 2002-2003 indirect cost rate of 19.78% for a total cost of $294,847. Per mutual agreement, in FY 2002-2003 the City will be charged a discounted rate of 13% for a total cost of $193,787.

6. **Dispatch Services.** The City's dispatching costs are based upon the proportionate use of the Law Enforcement Operations Dispatch Consoles. The City's proportion is established by determining the City's percentage of all sworn Law Enforcement Operations FTE's within the Law Enforcement Operation budget. The City's sworn officers account for 7.18% of all budgeted Law Enforcement Operation sworn officers. The City is then charged 7.18% of the Law Enforcement Operations Dispatch cost.

For example, the fiscal year 2002-2003 Law Enforcement Dispatching total cost is $921,825. The City's share (7.18%) of $921,825 equates to $66,187 for fiscal year 2002-2003.

Exhibit D-1: Compensation Formulas (2003-2004)

1. **Personnel (salaries and all related benefits).** Personnel costs and all related fringe benefit costs (Salaries and Benefits) are based upon an average cost of each employee classification within the Law Enforcement Operations budget. This average cost is determined by the total cost for Salary and Benefits for each classification (e.g., Deputy, Deputy II, Sergeant, Lieutenant, Commander, Administrative Secretary, etc.) divided by the total budgeted positions for each particular classification in the Law Enforcement Operations budget. The average cost for Salary and Benefits for each classification is then multiplied by the number of positions in that classification provided to the City under the terms of this Agreement.

As an example, compensation for Salaries and Benefits based on the Law Enforcement Operations 2003-2004 fiscal year budget is determined as follows:

Number of Positions	Title	Average Cost	Total Cost
8.00 FTE	Deputy	$95,290	$762,322
2.00 FTE	Deputy II (Det.)	103,058	206,116
2.00 FTE	Deputy (Pat.)	103,058	206,116
2.66 FTE	Sergeant	120,149	319,596
.56 FTE	Lieutenant	144,337	80,829
.125 FTE	Commander	172,534	21,567
1.00 FTE	Admin. Secretary	54,153	54,153
16.35 FTE			$1,650,699

Charges related to Unemployment Insurance, Workers' Compensation and Liability Insurance are calculated in a similar manner. The total for each employee is determined by taking the gross insurance cost and dividing this number by the number of employees in the Law Enforcement Operations budget. The average employee cost is then multiplied by the total number of City contract FTEs' resulting in the City cost for this category.

For example, insurance charges for Law Enforcement Operations employees were calculated in the following manner for fiscal year 2003-2004:

Type	Total LEO FTE's	Gross Amount	Average Per FTE
Unemployment	321.90	$94,942	$295
Workers' Compensation	321.90	1,446,126	4,492
Liability	321.90	556,458	1,729
			Total $6,516

$6,516 x 16.35 FTE= $106,537

NOTE: The Sheriff's Department will continue to participate in programs designed to prevent employee accidents and injuries as well as programs aimed at accelerating the return of injured employees to the workplace.

2. **Vehicle Fleet.** Vehicles operated by Sheriff's personnel are leased from County Vehicle Operations. Different rate structures apply to various classes of vehicles (Patrol cars, Administrative, etc.). The lease rates the Department is charged reflect maintenance, operating costs and depreciation.

Vehicle fleet charges to the City are determined by dividing the budgeted Law Enforcement Operations motor pool expense by the number of sworn Law Enforcement Operations employees in order to establish a cost per sworn Full-time equivalent (FTE). The City is then charged an amount based on the number of City sworn FTE's.

For example, there are 228.25 sworn FTE's in the fiscal year 2003-2004 Law Enforcement Operations budget. Gross Motor Pool Expenses are listed as $1,355,483 in the same budget. $1,355,483 divided by 228.25 FTE results in a per sworn FTE cost of $5,826. This number multiplied by the number of City sworn FTE's represents the City Vehicle Fleet Cost ($5,826x15.35= $89,429).

3. **Radio Communications System.** Compensation for Communication System is calculated by first determining the total amount budgeted for radio maintenance in the Law Enforcement Operation budget, dividing this budgeted amount by the number of sworn budgeted positions in the Law Enforcement Operation budget, excluding Dispatch, Coroner, and Toxicology positions, and multiplying the resulting per position average figure by the number of sworn positions provided City under this Agreement.

As an example, compensation for Communication System based on County's Law Enforcement Operations 2003-2004 fiscal year budget is calculated based on a budget for Communication System of $198,879 divided by 228.25 sworn budgeted positions, excluding Dispatch, Coroner, and Toxicology positions, which equals $871 per position, and then multiplying this figure by 15.35 sworn positions, which results in a total cost of $13,370.

4. **Shift Differential, Telephone, Service and Supply. Shift differential** pay is premium pay paid to non-sworn employees that work afternoon or graveyard shifts. The City pays a portion of this Law Enforcement Operations expense based upon the number of the City's FTE's.

Compensation for shift differential is calculated by first determining the gross amount budgeted for shift differential in the Law Enforcement Operations budget, and excluding budgeted shift differential for dispatch, and multiplying this adjusted amount by the City percentage of Law Enforcement Operations.

As an example, compensation for shift differential based on County's Law Enforcement Operations 2003-2004 fiscal year budget is calculated based on a budget for shift differential of $46,920, excluding a budgeted amount for dispatcher shift differential of $25,170, equaling $21,750. This adjusted amount ($21,750) is multiplied by the percentage of City FTE's (6.72%) resulting in the City cost of $1,462.

Telephone expenses are related to long distance charges and cell phone expenses. The City pays a portion of the Law Enforcement Operations budgeted expense based upon the number of the City's FTE's.

Compensation for telephone charges is calculated by first determining the total amount budgeted for telephone in the Law Enforcement Operations budget, dividing this amount by the number of budgeted positions in the Law Enforcement Operations budget, excluding Dispatch positions, and multiplying the resulting per position average figure by the number of positions, sworn and unsworn, provided City under this Agreement.

As an example, compensation for telephone charges based on County's Law Enforcement Operations 2003-2004 fiscal year budget is calculated based on a budget for telephone charges of $52,002, divided by the Law Enforcement Operations budgeted positions, excluding Dispatch, Coroner, and Toxicology positions (283.28), which equals $184 per position, and then multiplying this figure by 16.35 positions, which results in a total cost of $3,000.

Service and Supply costs include a variety of accounts ranging from office supplies to training expenses. Compensation for Service and Supply charges is calculated by first determining the total amount budgeted for Service and Supply in the Law Enforcement Operations budget, dividing this amount by the number of budgeted positions in the Law Enforcement Operations budget, excluding Dispatch, Coroner, and Toxicology positions, and multiplying the resulting per position average figure by the number of positions, sworn and unsworn, provided City under this Agreement.

As an example, compensation for Service and Supply charges based on County's Law Enforcement Operations 2003-2004 fiscal year budget is calculated based on a budget for Service and Supply charges of $1,212,335, divided by the Law Enforcement Operations budgeted positions, excluding Dispatch, Coroner, and Toxicology positions (283.28), which equals $4,280 per position, and then multiplying this figure by 16.35 positions, which results in a total cost of $69,978.

5. **Administration.** The City does not pay for County overhead and administration but only pays for Department administration costs related to administrative supervision and management, information technology, human resources, payroll, workers compensation administration, internal affairs, training and fiscal services.

Each year the Department's overhead rate is calculated via OMB Circular A-87 guidelines and is certified by the County Auditor-Controller. Once the rate is established, the City cost is calculated by multiplying the percentage rate against the contract direct salaries and benefits.

As an example, compensation for Sheriff's Department Administration is based on the total City Salary and Benefits amount of $1,757,598, multiplied by Fiscal Year 2003-2004 indirect cost rate of 17.8% for a total cost of $312,852. Per mutual agreement, in FY 2003-2004 the City will be charged a discounted rate of 16% for a total cost of $281,216.

6. **Dispatch Services.** The City's dispatching costs are based upon the proportionate use of the Law Enforcement Operations Dispatch Consoles. The City's proportion is established by determining the City's percentage of all sworn Law Enforcement Operations FTE's within the Law Enforcement Operation budget. The City's sworn officers account for 6.72% of all budgeted Law Enforcement Operation sworn officers. The City is then charged 6.72% of the Law Enforcement Operations Dispatch cost.

   For example, the fiscal year 2003-2004 Law Enforcement Dispatching total cost is $1,060,235. The City's share (6.72%) of $1,060,235 equates to $71,248 for fiscal year 2003-2004.

Exhibit B

Exhibit A-1: Staffing Plan

General Law Enforcement Services, Minimum Level of Staffing:

7.00 FTE	Sheriff's Deputy
1.00 FTE	Sheriff's Deputy II (Detective)
2.00 FTE	Senior Sheriff's Deputy (Patrol)
2.66 FTE	Sheriff's Deputy Sergeant
.56 FTE	Sheriff's Lieutenant
.125 FTE	Sheriff's Commander
1.00 FTE	Administrative Secretary