

# **Agreement to Provide Law Enforcement Services**

**Between**



**County of Santa Barbara**

**and**

**City of Goleta**



**July 1, 2012 - June 30, 2017**

# Table of Contents

PREAMBLE .....	3
1. Designated Representative .....	3
2. Notices.....	3
3. Scope of Services .....	3
4. Term .....	3
5. Standard of Performance.....	4
6. Compensation of County of Santa Barbara.....	4
7. Indemnification .....	4
8. Insurance .....	5
9. Ownership of Equipment .....	5
10. Independent Contractor .....	5
11. Nondiscrimination.....	5
12. Nonexclusive Agreement .....	5
13. Assignment.....	5
14. Termination.....	6
15. Section Headings.....	6
16. Severability.....	6
17. Remedies Not Exclusive .....	6
18. Time is of the Essence.....	6
19. No Waiver of Default.....	6
20. Entire Agreement and Amendment.....	6
21. Successors and Assigns.....	6
22. Compliance with Law .....	6
23. California Law.....	7
24. Execution of Counterparts.....	7
25. Authority .....	7
26. Precedence.....	7
27. Signature Page.....	7
28. Attachments:	
Exhibit A: Statement of Work .....	10
Exhibit A-1: Staffing Plan.....	17
Exhibit B: Payment Methodology and Process .....	19
Exhibit C: Compensation Formulas.....	23

# 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 Goleta, an incorporated city having its principal place of business at 130 Cremona Drive, Suite B, Goleta, CA 93117, (hereafter CITY) wherein COUNTY agrees to provide and CITY agrees to accept the services specified herein.

**WHEREAS**, the CITY has requested COUNTY, through its Sheriff's Department, 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 Goleta Station Commander at phone number (805) 681-4100 or his or her designee is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. The City Manager or his designee at phone number (805) 961-7500 is the authorized representative for CITY. Both parties shall give written notice to the other of any change in their designated representative as soon as possible.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Sheriff Bill Brown, P.O. Box 6427, Santa Barbara, CA 93160  
To CITY: City Manager, Daniel Singer, 130 Cremona Drive, Suite B, Goleta, CA 93117

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

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

4. **TERM.**

A. **Initial Term.** The term of this Agreement shall commence on July 1, 2012, or as soon thereafter as all parties have executed the Agreement and will continue for five years through June 30, 2017, unless sooner terminated as provided in this Agreement.

B. **Extended Term.** The term of this Agreement may be extended for two (2) successive periods of one (1) year each, upon approval of the legislative bodies of both parties. A request by either party to extend the Agreement past the initial five-year term shall be made in writing and delivered to the other party at least six(6) months prior to expiration of the initial agreement. Any extended terms shall be referred to as "First Extended Term" and "Second Extended Term."

C. Appropriations Limitation. CITY 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 and could impact either party's performance under this Agreement.

5. STANDARD OF PERFORMANCE. COUNTY represents that it has the skills and expertise necessary to perform all 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.

- A. In lieu of and notwithstanding the pro rata risk allocation which would otherwise be imposed upon the parties pursuant to Government Code sections 895 et. Seq., relating to joint enterprise liability, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata, but instead all parties agree that pursuant to Government Code section 895.4, each of the parties hereto shall full defend, indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code section 818.08) or damages arising or occurring by reason of the acts or omissions of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage, claim, expense, cost, or liability occurring by reason of the acts or omissions of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.
- B. No Agency. Except as otherwise specified herein, for the purposes of this section, CITY shall not be deemed to be COUNTY'S agent and COUNTY shall not be deemed to be CITY'S agent.
- C. 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. Each Party agrees to cooperate with the other, including making witnesses and documents reasonably available as necessary in the defense of any claim or suit arising out of this Agreement.
- D. Continuing Obligation. To the extent that COUNTY has agreed to indemnify, defend and hold harmless CITY, 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 CITY 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.
- E. Insurance. Either party may purchase commercial insurance to cover its exposure hereunder, in whole or in part.

## 8. **INSURANCE.**

- A. **Workers' Compensation.** COUNTY warrants that it is permissibly self-insured for workers' compensation coverage and agrees that its employees providing services to CITY 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. CITY 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. 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.

9. **OWNERSHIP OF EQUIPMENT.** COUNTY shall be the owner of all items incidental to the performance of this Agreement. No transfer of ownership of equipment from COUNTY to CITY shall occur as a result of this contract. COUNTY will maintain an itemized list of all equipment owned by CITY and used by COUNTY in the performance of its duties and responsibilities under this Agreement and shall provide the list to the City upon request. No transfer of ownership of equipment from CITY to COUNTY shall occur as a result of this contract.

10. **INDEPENDENT CONTRACTOR.** It is expressly understood between the parties to this contract that no employer/employee relationship is intended or created by this Agreement. The COUNTY is at all times in the performance of this Agreement an independent contractor. CITY and COUNTY each retain sole and independent liability for the actions of their respective agents and employees, as set forth in more detail herein.

11. **NONDISCRIMINATION.** COUNTY and CITY agree to comply at all times with all state, federal and local law and regulations designed to prevent unlawful discrimination, including the COUNTY'S Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code).

12. **NONEXCLUSIVE AGREEMENT.** CITY 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.

13. **ASSIGNMENT.** CITY shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY 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.

14. **TERMINATION.**

A. Either party may terminate this Agreement with or without cause upon written notice given to the other party at least 180 days before the date for such termination.

B. In the event of termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, including payment of all sums owed up to the date of termination by the CITY, and each party shall be released from all obligations which would otherwise accrue subsequent to date of termination.

15. **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.

16. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held 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.

17. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the CITY or the COUNTY 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.

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

19. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY 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 COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

20. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement and all Exhibits and Attachments thereto contain 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.

21. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

22. **COMPLIANCE WITH LAW.** CITY and COUNTY shall, at the sole cost and expense of each entity, 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 CITY or COUNTY in any action or proceeding against either, whether either be a party thereto or not, that CITY or COUNTY has violated any such ordinance, regulation and/or statute, shall be conclusive of the fact as between CITY and COUNTY.

23. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California.

24. **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.

25. **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, CITY hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CITY is obligated, which breach would have a material effect hereon.

26. **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.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2012 after it is fully executed by the appropriate CITY, then COUNTY officials.

COUNTY OF SANTA BARBARA

CITY OF GOLETA

By: \_\_\_\_\_  
Chair, Board of Supervisors

By: \_\_\_\_\_  
DANIEL SINGER, CITY MANAGER

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
CHANDRA WALLAR,  
COUNTY ADMINISTRATOR

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
TIM W. GILES, CITY ATTORNEY

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Risk Manager

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

By: \_\_\_\_\_

APPROVED AS TO FORM:  
SHERIFF BILL BROWN,  
SHERIFF DEPARTMENT

By: \_\_\_\_\_



## Exhibit A: Statement of Work

1.	Delivery of Services.....	10
2.	General Law Enforcement Services .....	10
	A. General Law Enforcement Services .....	10
	1. Personnel, Equipment and Materials .....	10
	2. Marked Vehicles.....	10
	3. Custody and Coroner Functions .....	10
	4. Prosecution of Offenses .....	10
	B. Level of Service to be Provided .....	11
	1. County Recommendation.....	11
	2. Cost Computation.....	11
	3. Budget Estimates.....	11
	C. Specialized Law Enforcement Functions.....	11
	D. Grant Administration .....	12
	E. Monthly Statistical Reports .....	12
	F. Service Limitations of County of Santa Barbara.....	12
3.	Supplemental Law Enforcement Services.....	12
	A. Additional Level of Service.....	12
	1. Definition.....	12
	2. Grant Programs.....	12
	B. One-time or Periodic Level of Service Enhancements .....	13
	1. Definition.....	13
	2. Request Process for Planned Events .....	13
	3. Provision of One-time or Periodic Services .....	13
	4. Staffing & Resource Prioritization for Supplemental Services.....	13
	5. Cost to City for Supplemental Law Enforcement Services.....	14
	6. Cost Reimbursement for use of Motors outside of City.....	14
4.	Personnel Management.....	14
	A. Hiring, Training & Discipline of Staff .....	14
	B. Exclusive Authority .....	15
	C. City Personnel Recommendations.....	15
	D. Performance Measures.....	15
	E. Employee Pay Issues.....	15
	F. Orientation .....	16
5.	Enforcement of State and Municipal Laws .....	16
6.	Mutual Cooperation .....	16
7.	Maintenance of Records .....	16
8.	Monthly and Annual Reports.....	16
	Exhibit A-1: Initial Staffing Plan .....	17

## Exhibit A: Statement of Work.

### 1. Delivery of Services.

The COUNTY, through its Sheriff's Department, shall deliver General Law Enforcement Services within the incorporated limits of the City of Goleta 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; 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 CITY, which shall include, 24-hour police patrol; detective units and investigation; all auxiliary and technical services; direct support and administrative functions; emergency Dispatch; general traffic enforcement, accident investigation, vehicle abatement and, parking control. Services may, upon request and further agreement as to the specific terms thereof, also include crossing guard supervision, license inspection and enforcement, and any other requested or required services in the field of public safety.

1. Personnel, Equipment and Materials. Except as provided herein, COUNTY shall furnish and supply all necessary personnel, supervision, training, equipment, communication facilities, and supplies necessary to perform all duties, functions and responsibilities required by this Agreement. City shall provide and pay for any and all special supplies, stationery, notices, forms or other documents or paraphernalia that are required to bear the CITY's name and/or logo. CITY is to be involved in the allocation of resources and priorities for law enforcement on annualized basis.

2. Marked Vehicles. Vehicles utilized by COUNTY in connection with the performance of services under this Agreement shall be marked with CITY logos so as to designate such vehicles as City Police. COUNTY will not be precluded from also providing COUNTY Sheriff insignia on such vehicles.

3. Custody and Coroner Functions. It is generally understood by both parties that current law requires conventional custody and Coroner functions be provided at the COUNTY'S obligation and expense throughout the County of Santa Barbara regardless of incorporated or unincorporated boundaries. Coroner functions include toxicology lab tests. The CITY has no additional financial responsibility for and will not be invoiced for Custody or Coroner services. This item is also addressed in Exhibit B, Paragraph 1(B).

4. Prosecution of Offenses. As provided by State law, the CITY shall be responsible for the prosecution of infraction and misdemeanor violations of the City Ordinances, and COUNTY shall assist in the prosecution including making all

Deputy witnesses available as required and shall work with the CITY Attorney to provide an efficient and effective method of expeditiously providing the CITY Attorney with copies of all citations issued for violations of the City Ordinances, unless a suspect is taken into custody as a result of a violation of a CITY Ordinance in which case the CITY Attorney shall be immediately notified by telephone and/or E-mail and provided a copy of the citation as soon as possible. As provided by State law, the COUNTY, through the District Attorney's Office, is responsible for the prosecution of all other offenses. There shall be no cost effect on the parties under this Section.

B. Level of Service.

1. COUNTY Recommendation for Proposed Levels of Service. Prior to the effective date of this Agreement, and annually thereafter, no less than 90 days before July 1st of each year, the COUNTY shall make a recommendation to the CITY, and the CITY shall approve and agree to, the proposed level and costs of service, and the workplace and/or geographic boundaries for law enforcement services to be provided to the CITY under this Agreement. The level of service shall refer to, and include the direct staffing plan (set forth in Exhibit A-1 herein), support functions, equipment, capital structures, major assets, services, supplies, and other incidental items, attributable to the provision of basic law enforcement services within the current geographic boundaries of the City of Goleta, and the costs thereof. The CITY may request supplemental level of law enforcement services as defined under Paragraph 3, "Supplemental Law Enforcement Services" which, if agreed to by COUNTY shall be memorialized as an addendum to Exhibit A-1 herein. Under no circumstances will existing service levels be reduced except upon mutual written agreement between CITY and COUNTY.

2. Cost Computation. COUNTY'S computation of costs shall be consistent with the provisions referred to in Exhibit B, "Payment Methodology" and Exhibit C, Compensation Formulas." In the event COUNTY's budget estimate submitted to the CITY for a new Fiscal Year exceeds the CITY's prior year adopted budget for law enforcement services by 3%, or more, COUNTY shall also provide CITY with a revised recommended staffing plan for the CITY's consideration that reflects how service levels could be adjusted in order for costs to stay within the adopted CITY budget.

3. Two-Year Budget Estimates. CITY uses a two-year budget in order to better plan out its estimated revenues and expenditures. COUNTY shall provide CITY with its best estimates both at the time of CITY's first fiscal year as well as at its midterm review for the second fiscal year of CITY's two-year budget.

C. Specialized Law Enforcement Functions. Specialized law enforcement functions, such as: K-9; Mounted Unit Patrol; Mobile Field Force; 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; and/or Helicopter/fixed wing patrol may also be provided within the City Limits as needed.

D. Grant Administration. The Administrative function will also include the ability and authority for the COUNTY to apply, administer and implement grant opportunities for the benefit of the CITY with the expressed written (via Minute Order, letter, email, and/or fax) permission of the Designated Representative of the CITY. If grants are applied for on behalf of CITY and CITY is the financial recipient of grant funds awarded CITY will control and authorize disbursements of all grant funds. CITY will be reimbursed for all administrative expenses required of CITY either through the grant or by the COUNTY.”

E. Monthly Statistical Reports. The Sheriff’s Department will provide monthly reports in a form that is acceptable to the City, detailing the types and number of crimes responded to (using the Uniform Crime Reporting (UCR) criteria), case load, staffing levels and personnel costs, performance measure accomplishments and any other readily available information requested by the City that is related to the County's performance under this agreement.

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. Supplemental Services or Service Levels.

1. Definition. Supplemental law enforcement services that are not included in, "General Law Enforcement Services," as defined in Paragraph #2, above include,, but are not limited to: crossing guard supervision, license inspection and enforcement, motorcycle traffic safety units, commercial vehicle enforcement and other programs and activities that are grant-funded and within the legal authority of the COUNTY to provide. The CITY may request this additional level of service through the annual negotiation process, and/or through written request of the CITY'S Designated Representative to the COUNTY'S Designated Representative. The COUNTY will consider CITY'S requests and, at its option, implement these requests with any additional, actual expense invoiced to the CITY.

2. Grant Programs. Any supplemental program that is, or is intended to be funded from grant funds awarded to the COUNTY shall not be purchased without prior written approval of CITY and express acknowledgment by CITY of all CITY’s costs and obligations associated with the grant, including, where applicable, grant overhead and administrative costs. CITY acknowledges that if such supplemental item is an ongoing program and is not approved by the CITY,

the COUNTY may exercise the option to refrain from further work on the grant or program. The COUNTY will only apply Departmental and/or County overhead to a grant cost when the provisions of the grant allow for the accounting of overhead expense.

B. One-time or Periodic Law Enforcement Services.

1. Definition. One-time or Periodic Law Enforcement Services refers to the provision of periodic short-term or one-time enhancements to the level of general law enforcement services provided, such as, but not limited to: additional security for special events or response to natural disasters or emergent events. For planned events, upon written request of the CITY as provided below, the COUNTY will review and recommend the appropriate level of service for the event or occurrence and, upon agreement by the CITY, will provide the CITY with such services within the available staffing and legal authority of the COUNTY as provided in this Agreement. In the instance of an unplanned event requiring supplemental law enforcement services in order to maintain public safety, the COUNTY will immediately respond with whatever appropriate additional level of law enforcement service is called for under the circumstances, as determined by the COUNTY.

2. Request Process for Planned Events. If and when time permits, the request for supplemental law enforcement services for events that are planned in advance shall be requested and memorialized in writing between the CITY and COUNTY through their respective Designated Representatives. The writing will describe the nature of the event, specific dates, times and addresses and may include the COUNTY's suggested or recommended level of service. The CITY will provide COUNTY with as much advance notice as is reasonably possible 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.

3. Provision of One-time or Periodic Services. The COUNTY shall make a reasonable effort to grant such requests for supplemental services for a planned event if and when it is capable of doing so given its resources and time and scheduling restrictions. CITY may request a written cost estimate in advance of a planned event and CITY acknowledges that actual, additional costs of the event may vary (high or low) from the estimate.

4. Staffing and Resource Prioritization for Supplemental Law Enforcement Services. Upon a request from the CITY to provide supplemental law enforcement services for a planned event, COUNTY will make a reasonable effort to accommodate the request by 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 will be no actual, additional expense incurred by the CITY.

If the request cannot be reasonably accommodated using regularly scheduled staff resources, the COUNTY will utilize overtime scheduling procedures for the Sheriff's Department staff. For planned events, the COUNTY will notify the CITY in advance that it will be required to use, and the CITY to pay for, such overtime costs related to the staffing.

Any supplemental law enforcement services for emergency events or natural disasters that cannot be properly addressed or responded to by either of the two staffing models listed above will be handled using additional personnel and resources from neighboring law enforcement agencies as provided in Mutual Aid Agreements to which the COUNTY is a party.

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 CITY'S costs to a minimum and are consistent with current practice.

5. Cost to City for Supplemental Law Enforcement Services: The CITY will be invoiced for actual, additional costs of any and all supplemental law enforcement services unless there exists no actual additional cost. CITY may request a written cost estimate in advance of a planned event and CITY acknowledges that actual, additional costs of the event may vary (high or low) from the estimate.

6. Cost Reimbursement to City for use of Motors or other CITY equipment outside of CITY: CITY shall be reimbursed and/or credited for any use of CITY-purchased motorcycles or other CITY-owned equipment outside of CITY for events other than official CITY business, such as, for example, mutual aid requests, funerals, etc. Except for mutual aid rendered during a police emergency or natural disaster, COUNTY should request permission from the CITY to use such equipment prior to the event. Any reimbursement and/or crediting shall be made on the basis of the same fee schedule used for CITY's financial obligations to COUNTY pursuant to this agreement.

#### 4. **Personnel Management.**

A. Hiring, Training and Discipline of Staff. The selection, hiring, training, supervision, discipline and/or control of all Sheriff's Department personnel performing the services required by this Agreement shall be at all times within the sole and exclusive discretion of the appropriate chain-of-command within the COUNTY Sheriff's

Department. The Sheriff's Department may consult with the CITY regarding the selection of personnel to work in the CITY. COUNTY acknowledges that CITY requests tenured and/or reasonably experienced personnel with the requisite skills and knowledge to address the law enforcement needs and concerns of the CITY in the same professional and efficient manner as they would if they were members of the CITY's own police department. CITY may also provide input on the transfer of COUNTY Sheriff personnel into and out of the CITY assignment.

Unless otherwise agreed to between COUNTY Sheriff and CITY, a Lieutenant shall be the minimum rank for selection to the position of CITY Chief of Police. COUNTY Sheriff shall, upon consultation with the CITY's Manager and/or Designee, appoint and designate a member of its department holding the rank of Lieutenant or above, as CITY Chief of Police. CITY may also provide COUNTY with recommended or requested personnel for Police Chief position and COUNTY Sheriff will make a reasonable effort to accommodate such recommendation or request subject to existing resources and needs of the COUNTY Sheriff's Department. CITY may also participate and consult with the COUNTY Sheriff in the process for the selection of the Traffic Sergeant, Community Resource Deputy and School Resource Deputy, positions totally or partially funded by the CITY.

B. Exclusive Authority To Direct Activities. 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 CITY under this Agreement shall be within the sole and exclusive authority of and 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.

C. City Personnel Recommendations. Notwithstanding the COUNTY's exclusive responsibility for the assignment, removal, evaluation and discipline of all its employees, CITY staff shall be given the opportunity to provide input, including citizen concerns, regarding the performance evaluation, of any COUNTY employee assigned to work in the CITY pursuant to this agreement.

D. Performance Measures. CITY's designated representatives and COUNTY's assigned Chief of Police, shall, at the beginning of each fiscal year, work together to identify CITY Council and CITY goals and priorities for the year and to create performance measures designed to address these goals and priorities. COUNTY and CITY shall at all times endeavor in good faith to create and maintain open and direct communications between each other throughout the term of this Agreement.

E. Employee Pay Issues. CITY shall not be liable under this Agreement for the direct payment of any salaries, wages or other compensation to any COUNTY personnel performing services under this Agreement for CITY. Except as otherwise specified herein, CITY shall not be liable for Workers' Compensation claims or indemnity or subrogation to any COUNTY employee for injury or sickness arising out of his or her employment with

the COUNTY. Except as otherwise provided herein, no person employed by COUNTY hereunder shall have any rights to pension, civil service, or other status or right from CITY by virtue of this Agreement; and no CITY employee shall have any rights to pension, civil service or other status or right from the COUNTY by virtue of this Agreement.

F. Orientation. Personnel assigned to CITY pursuant to the terms of this Agreement shall receive appropriate orientation regarding the special characteristics and needs of CITY. CITY may provide guidance on orientation. CITY's representative or designee may, at his discretion participate in the orientation process of newly and currently assigned personnel.

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

Sheriff shall enforce the statutes of the State of California and the municipal police ordinances of City of Goleta that occur within the geographical boundaries of the City of Goleta.

6. **Mutual Cooperation.**

To facilitate the delivery of services under this Agreement, COUNTY shall have full cooperation and assistance from CITY, its officers, agents and employees and the CITY shall have full cooperation and assistance from COUNTY, its officers, agents and employees. COUNTY Sheriff shall give prompt consideration and make every effort to comply with all requests regarding delivery of law enforcement services.

7. **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 CITY. COUNTY shall keep itemized and detailed work or job records identifying all costs and expenses incurred in performing its duties under this Agreement, including salary, wages and other labor costs, including overhead. Records reflecting work and costs thereof associated with performance of this Agreement with the CITY shall be maintained by the COUNTY pursuant to COUNTY practice and as required by law, and shall be available to CITY for inspection and copying after reasonable prior notice to COUNTY. CITY acknowledges that various records may be destroyed after specific time periods have passed according to legally authorized destruction schedules and will be unavailable for inspection.

8. **Monthly and Annual Reports.**

Within twenty-one (21) days after the end of each calendar month, COUNTY shall provide CITY a monthly report of law enforcement service statistics as set forth in this Exhibit A. COUNTY shall further provide CITY with an "annual report" on the performance measures referred to above no later than April 1st of each following year. This report shall be placed on next available City Council Agenda in April.



## Exhibit A-1: Staffing Plan

General Law Enforcement Services, Proposed Level of Staffing for 32.08 Full-Time Equivalents (FTE) for first year of contract:

**City of Goleta - Personnel Deployment Table**

Position		Percent of Time	FTE Positions	Duties
Commander	1	33	0.33	Administration
Lieutenant	1	68	1.00	Patrol Management
Lieutenant	1	34		Investigation Management
Sergeant	1	50	4.75	Patrol Supervisor
Sergeant	1	50		Patrol Supervisor
Sergeant	1	50		Patrol Supervisor
Sergeant	1	50		Patrol Supervisor
Sergeant	1	100		Traffic/Administration
Sergeant	1	100		Criminal Investigations
Sergeant		.38		Narcotics/Vice
Sergeant	1	.37		Forensics
Deputy Special Duty	1	50	9.00	Patrol Supervision
Deputy Special Duty	1	50		Patrol Supervision
Deputy Special Duty	1	50		Patrol Supervision
Deputy Special Duty	1	50		Patrol Supervision
Deputy Special Duty	1	50		School Resource Deputy (SRD)
Deputy Special Duty	1	100		Community Resource Officer (CRO)
Deputy Special Duty	1	100		Criminal Investigations
Deputy Special Duty	1	100		Criminal Investigations
Deputy Special Duty	1	100		Criminal Investigations
Deputy Special Duty	1	50		Forensics
Deputy Special Duty	1	100		Special Investigations
Deputy Special Duty	1	100		Traffic Enforcement
Deputy	1	100	15.00	Patrol Traffic Enforcement
Deputy	1	100		Patrol
Deputy	1	100		Patrol
Deputy	1	100		Patrol
Deputy	1	100		Patrol
Deputy	1	100		Patrol
Deputy	1	100		Patrol
Deputy	1	100		Patrol
Deputy	1	100		Patrol
Deputy	1	100		Patrol
Deputy	1	100		Patrol
Deputy	1	100		Full staffing guarantee
Deputy	1	100		Full staffing guarantee
Administrative Office Pro III	1	75	1.00	Patrol
Administrative Office Pro III	1	25		Criminal Investigations
Administrative Office Pro II	1	100	1.00	Patrol
		<b>TOTAL</b>	<b>32.08</b>	

**Full Staffing Guarantee-**The City pays for a relief for each Sheriff's Deputy post position. This ensures full staffing for each post when vacancies occur. The reason for vacancies include but are not limited to the following reasons; training, vacation, sick leave, duty related injuries and administrative leave.

Additional staffing for support functions, as well as other charges, will be included in computation of annual costs, as delineated in Exhibit B. City will be charged only for actual positions assigned and deployed to City.

## Exhibit B: Payment Methodology

1.	General Compensation	
	A. Initial Compensation .....	19
	B. County Overhead .....	19
2.	Annual Re-computation of Compensation	
	A. Re-computation of General Law Enforcement Services .....	19
	B. Payment Process.....	20
	C. Salary Changes .....	20
	D. Future Annexation.....	20
3.	Supplemental Law Enforcement Services	
	A. Annual Contract .....	21
	B. Estimates .....	21
	C. Cost Tracking & Invoicing.....	21
	D. Payment Process.....	21
4.	Miscellaneous	
	A. Booking Fees.....	21
	B. Third Party Reimbursements.....	21
	C. Facilities .....	21
	D. Capital Improvements .....	22
	E. Seizure Funds .....	22

## Exhibit B: Payment Methodology and Process

This Exhibit outlines the types of costs for which the CITY will be liable under this Agreement, the method of calculation to be used for the costs, and the billing and payment processes to be followed under this Agreement.

### 1. **Compensation.**

A. **Initial Compensation.** The compensation to be paid by the CITY to the COUNTY for General Law Enforcement Services under this Agreement for the fiscal year beginning July 1, 2012 shall be as provided in Exhibit C hereto. The calculation will be performed as described in Exhibit B, Paragraph 2, which follows this paragraph. This calculation will not include any Supplemental Law Enforcement expenses.

B. **County Overhead.** CITY will not be responsible nor will it be billed for the costs of any Countywide overhead. COUNTY shall not charge CITY for any service or function performed by the COUNTY attributable to services provided or required by law to be provided to the entire COUNTY, such as, for example, District Attorney, Custody, or Coroner services.

### 2. **Annual Re-computation of Compensation**

A. **Re-computation of General Law Enforcement Services Costs and Changes to Staffing and Service Levels.** Both Parties acknowledge that during the term of this Agreement, circumstances may change both as to the COUNTY's costs of providing the service in this Agreement and as to the CITY's staffing and service level needs. As such, no less than 90 days before July 1st of each successive year of this Agreement, CITY and COUNTY representatives will meet and shall make every reasonable effort to mutually resolve both parties' issues relating to any increased costs, modification of service or staffing levels and/or scheduling to address the financial burdens and service needs and abilities in providing law enforcement services as provided in this Agreement. The COUNTY shall make a recommendation to the CITY, and the CITY shall approve and agree to, any necessary changes to this Agreement relating to the proposed level and costs of service, and the workplace and/or geographic boundaries for law enforcement services to be provided to the CITY for the following fiscal year. (July 1<sup>st</sup> through June 30<sup>th</sup>). In the event COUNTY's budget estimate submitted to the CITY for the new Fiscal Year exceeds the CITY's prior year adopted budget for law enforcement services by 3%, or more, COUNTY shall also provide CITY with a revised recommended staffing plan for the CITY's consideration that reflects how service levels could be adjusted in order for costs to stay within the adopted CITY budget. This shall be referred to as the "re-computation" and shall include, among other things, any changes in the compensation and benefit structure for COUNTY employees as the result of negotiated collective bargaining agreements entered into subsequent to the effective date of this Agreement. Upon reaching agreement on either COUNTY'S re-computation estimates or CITY'S request for changes in service or staffing levels, or both, the parties shall prepare and execute a

written amendment to this Agreement setting forth any changes agreed to as a result of this process.

B. Payment Process. COUNTY shall invoice the CITY on the first day of each month for an amount which represents one-twelfth of the total estimated annual cost of providing the services in this Agreement. The CITY shall make full payment of this invoice no later than the 25<sup>th</sup> of the same month in which the Invoice was received. CITY'S payment may be made by check made payable to "Santa Barbara County Sheriff's Department" and delivered via mail or in person to the COUNTY's designated representative or by electronic transfer to an account that will be provided by COUNTY. If payment is not received by the COUNTY within 30 days of the due date set forth herein, COUNTY may charge the CITY interest on the unpaid amount until paid. Said interest shall be assessed at the COUNTY'S pooled interest rate in effect at the time. If invoices submitted for payment contain errors, CITY shall review and return said invoices to COUNTY for correction. The thirty (30) day period for processing said invoice re-starts upon the date of the submitted corrected invoice (s).

C. Salary Changes. Notwithstanding the process provided herein for re-computation of COUNTY's employee costs prior to each fiscal year of this Agreement, the CITY acknowledges that the compensation rates for COUNTY employees may also change at any time during the term of this Agreement as the result of the collective bargaining process and the adoption by the COUNTY of its Personnel and Salary Ordinances and Resolutions. CITY shall be notified in writing as soon as possible and no later than thirty (30) days after the formal adoption of any Personnel and Salary Ordinance or Resolution that changes the compensation levels of employees assigned to provide services under this Agreement. Along with this notification, CITY shall be provided a written detailed summary of the cost differences arising from the changes to the COUNTY's personnel costs. CITY and COUNTY shall then meet as soon as possible, and shall make every reasonable effort to address the increased costs and their impact on CITY's budget, including potential changes to service levels. The parties shall prepare and execute a written amendment to this Agreement, including changes to the Compensation Formulas set forth in Exhibit "C", setting forth any changes agreed to as a result of this process. Exhibit "C" may also be amended at any time as agreed to by the Parties to address changes in format or other circumstances that were unforeseen at the time this Agreement was first entered into.

D. Future Annexation. In the event that the CITY annexes any new area within the COUNTY, COUNTY will provide law enforcement services to that annexed area under the terms of this Agreement at the service level and under the compensation structure agreed to by the Parties.

3. **Supplemental Law Enforcement Services.**

A. Annual Contract. Any costs to CITY for Supplemental Law Enforcement services, as defined in Exhibit A, Paragraph 3 are not included in the total contract amount set forth herein.

B. Estimates. When the CITY requests such Supplemental Law Enforcement Services, CITY may also request and COUNTY will provide an estimated cost of such services. CITY acknowledges that actual costs of such services may be more or less than this estimate.

C. Cost Tracking & Invoicing. The actual, additional costs to provide 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 CITY 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 CITY upon written request. These records will be maintained for a period of one year after the date of the original invoice.

D. Payment Process. CITY shall make payment for Special Law Enforcement services to the COUNTY within thirty (30) days of the receipt of the invoice. Payment will be made payable and sent or delivered 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 received by the COUNTY within thirty (30) days after the date the invoice was received by CITY, COUNTY may be 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. CITY is not responsible for the payment of booking fees to the COUNTY.

B. Third Party Reimbursements. CITY may seek direct reimbursement of supplemental law enforcement services from a third party when applicable (e.g., private filming activities, etc.)

C. Facilities. The COUNTY will seek to work with CITY in the utilization of "Store Front" facilities within the City of Goleta for law enforcement use to enhance the levels of service provided to the CITY. The use of "Store Front" facilities shall be mutually agreed upon between CITY and COUNTY.

D. Capital Improvements. Unless otherwise and separately agreed to, the COUNTY will not be responsible for making any law enforcement-related capital improvements within the City of Goleta.

E. Seizure Funds. Federal and/or State Seizure funds distributed back to the Sheriff's Department stemming from cases within the incorporated areas of the City of Goleta shall be shared with the CITY in accordance with applicable State and or Federal laws. The CITY is responsible for any and all subsequent Agreements, Guidelines and/or reports required under applicable State and/or Federal laws. The distribution of funds obtained through asset forfeiture cases shall be divided between the CITY and COUNTY as follows:

1. Patrol cases resulting from patrol deputy activity:

80% to CITY

20% to COUNTY (for its administrative costs)

2. Narcotic cases resulting from narcotic investigator activity:

50% to CITY

50% to COUNTY

NOTE: This percentage is based upon the City funding a full narcotics detective FTE. If funding for this FTE is changed in subsequent years, the percentage of seizure funds to the City will be renegotiated.

3. Other cases involving multiple agencies or task forces, cases originating from a jurisdiction outside the CITY, investigations where Sheriff is assisting and not the primary agency, or large complex investigations typically requiring extensive investigative resources will be negotiated on a case by case basis.

4. COUNTY will provide the CITY with an Asset Forfeiture Report involving cases with the CITY in June and December of every year.

## Exhibit C: 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 cost center. 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.

The provision of 24-hour patrol services shall be composed of three (3) fixed-post positions and the required supervision which ensure coverage for the City. Fixed-post positions shall be assigned to perform their patrol and other duties within the City of Goleta. A detailed deployment table is set forth in Exhibit A-1 and to demonstrate how many FTE's ("full time equivalent") are required to fill these fixed-post positions. Exhibit A-1 will clearly indicate which FTEs are considered "coverage positions" in order to meet the fixed-post requirements.

The following is an estimate of the average and total costs for Salaries and Benefits based on the Law Enforcement Operations 2012-13 fiscal year budget is determined as follows:

Number of Positions	Title	Average Cost	Total Cost
15.00 FTE	Deputy	\$161,270	\$2,419,054
9.00 FTE	Deputy II	167,598	1,508,383
4.75 FTE	Sergeant	194,840	925,491
1.00 FTE	Lieutenant	232,490	232,490
.33 FTE	Commander	272,707	89,993
1.00 FTE	Admin Office Pro III	99,826	99,826
1.00 FTE	Admin Office Pro II	83,695	83,695
<u>32.08 FTE</u>			<u>\$5,358,932</u>

Charges and costs to City for Unemployment Insurance, Workers' Compensation and Liability Insurance costs are calculated by taking the gross insurance cost and dividing this number by the number of employees in Law Enforcement Operations ("LEO"). The average employee cost is then multiplied by the total number of City contract FTE's.

For example, insurance charges for Law Enforcement Operations employees were calculated in the following manner for fiscal year 2012-13:

Type	Total LEO FTE's	Gross Amount	Average Per FTE
Unemployment	243.14	111,282	\$458
Workers' Compensation	243.14	1,793,488	7,376
Liability	243.14	749,771	3,084
			Total
			\$10,918

$\$10,918 \times 32.08 \text{ FTE} = \$350,249$

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 Full-time equivalent (FTE). The City will be charged an amount based on the number of sworn FTE's assigned to the City.

Where City purchased vehicles are used by Sheriff Personnel in conducting law enforcement services, the cost to the City will be reduced by 75% of assigned fleet charges for the FTE using a City purchased vehicle.

For illustrative purposes only, there are 200.14 sworn FTE's in the fiscal year 2012-2013 Law Enforcement Operations budget. Gross Motor Pool Expenses are listed as \$1,786,277 in the same budget. \$1,786,277 divided by 200.14 FTE results in a per sworn FTE cost of \$8,925. This number multiplied by the number of City sworn FTE's represents the City Vehicle Fleet Cost (\$8,925 x 30.08= \$268,468). This is REDUCED by 75% of the Fleet Cost (\$8,925 \* .75 = \$6,694) time the 4 FTE of motor officers for a total credit of \$26,776. The net resulting cost for Fleet services becomes \$241,693 (\$268,468 less \$26,775).

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 budgeted positions in the Law Enforcement Operation budget, excluding Dispatch, and Coroner positions, and multiplying the resulting per position average figure by the number of positions, sworn and unsworn, provided City under this Agreement.



By way of illustration, compensation for Communication System based on County's Law Enforcement Operations 2012-13 fiscal year budget is calculated based on a budget for Communication System of \$218,363 divided by 200.14 budgeted sworn positions, excluding Dispatch and Coroner positions, which equals \$1,091 per position, and then multiplying this figure by 30.08 sworn positions, which results in a total cost of \$32,819.

4. **Telephone, Service and Supply.**

Compensation for telephone charges, including long distance and cell phone 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, 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 telephone charges based on County's Law Enforcement Operations 2012-2013 fiscal year budget is calculated based on a budget for telephone charges of \$63,844, divided by the Law Enforcement Operations budgeted positions, excluding Dispatch and Coroner positions (243.14), which equals \$263 per position, and then multiplying this figure by 32.08 positions, which results in a total cost of \$8,424.

Service and Supply costs include a variety of accounts ranging from office supplies to training expenses. City Service and Supply costs are calculated by determining the cost per Law Enforcement Operations FTE and multiplying this number by the number of City FTE's.

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 and Coroner positions, and multiplying the resulting per position average figure by the number of positions, sworn and unsworn, provided City under this Agreement.

For illustration purposes only, compensation for Service and Supply charges based on County's Law Enforcement Operations 2012-13 fiscal year budget is calculated based on a budget for Service and Supply charges of \$1,171,093 divided by the Law Enforcement Operations budgeted positions, excluding Dispatch and Coroner positions (243.14), which equals \$4,817 per position, and then multiplying this figure by 32.08 positions, which results in a total cost of \$154,515.

5. **Administration.** The City is not required to pay for County overhead and administration costs, but is required to pay 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.

By way of illustration only, compensation for Sheriff's Department Administration is based on the total City Salary and Benefits amount of \$5,358,932, multiplied by Fiscal Year 2012-13 indirect cost rate of 12.17% for a total cost of \$694,806.

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 cost. The City's sworn officers account for 15.03% of all Law Enforcement Operation sworn positions. The City is then charged 15.03% of the Law Enforcement Operations Dispatch cost.

By way of illustration, the fiscal year 2012-13 Law Enforcement Dispatching total cost is \$1,639,412. The city share (15.03%) equates to \$246,395 for fiscal year 2012-13.

//  
//  
//